

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, March 13, 2024

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, you can 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&omn=86519863157>

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: Pastor Edward Gallegos from Good news Ministries

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:

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted 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 an item be removed from the Consent Calendar and such an item will be considered separately.

B-1 APPROVAL OF FEBRUARY 14, 2024, REGULAR BOARD MEETING MINUTES.

B-2 APPROVAL OF REGISTER AUDITED DEMANDS FEBRUARY 2024.

B-3 RESOLUTION NO. 1286 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING INTERIM EXECUTIVE DIRECTOR TO REGISTER AND ENTER INTO AGREEMENT WITH NATIONAL AUTO FLEET GROUP/SOURCEWELL.

B-4 RESOLUTION NO. 1287 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER AMENDING THE AGREEMENT WITH YARDI SOFTWARE TO ADD PROCURE TO PAY MODULE.

B-5 RESOLUTION NO. 1288 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING THE PERSONNEL LIFE INSURANCE BENEFIT.

B-6 APPROVAL FOR OUT-OF-STATE TRAVEL TRAININGS:

- **NAHRO CONFERENCE- WASHINGTON, DC- 04/06/2024-04/11/2024**
 - **BLANCA MENDOZA-NAVARRO**
 - **ELSA MEJIA, CHAIRPERSON**
 - **ANITA EVANS, VICE-CHAIR**
- **ROSS TRAINING- HOUSTON, TEXAS-05/01/2024-05/04/2024**
 - **LUCIA LOPEZ-HOUSING SERVICES MANAGER**
 - **MAYRA CUIN- FSS/ROSS COORDINATOR**
- **PROCUREMENT TRAINING-TENNESSEE- 06/17/2024 - 06/20/2024**
 - **JARED GARZA- MAINTENANCE MANAGER**
 - **ALEX ESTRADA- FINANCE MANAGER**

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

C-1 RESOLUTION NO. 1285 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA REGARDING ACCEPTANCE OF THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022.

C-2 RESOLUTION NO. 1289 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDERING APPROVAL TO ENTER INTO CONTRACT WITH VILLA GARDEN SERVICES, INC. FOR POMONA RANCH LANDSCAPE/HARDSCAPE, IRRIGATION PLANS//DESIGN AND IMPLEMENTATION.

C-3 RESOLUTION NO. 1290 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDERING APPROVAL TO UPDATE THE COMPENSATION SECTION OF THE PERSONNEL POLICY.

C-4 CONSIDERATION TO CANCEL APRIL 10, 2024, REGULAR SCHEDULED MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AND RESCHEDULE FOR A LATER DATE IN APRIL.

D. WRITTEN COMMUNICATIONS: Marisela Lopez, Executive Administrative Assistant

E. ADMINISTRATIVE REPORTS: Blanca Mendoza-Navarro, Interim 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 8											
Households Assisted	748	761										
YTD Lease Up projection	93%	95%										
MTD HAP Expenses	\$437,236	\$444,106										
Waiting List	516	516										
Public Housing	Public Housing											
Vacancies	2	5										
Waiting List	2794	2800										
Unit Turnover	0	1										
Farm Labor	Farm Labor											
Vacancies	2	2										
Waiting List	17	20										
Unit Turnover	1	0										
Maintenance	MAINTENANCE											
Public Housing	Public Housing											
Open Work Orders	17	14										
Average days	5	2.4										
Farm Labor	Farm Labor											
Open Work Orders	3	2										
Average days	7.8	4.8										

F. EXECUTIVE DIRECTOR REPORT: Blanca Mendoza-Navarro, Interim Executive Director

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: Employee personnel matters pursuant to CA Govt. Code Section 54957.

A. Recruitment and Interview Process of New HACM Executive Director

B. Review Compensation of Interim Executive Director's Salary

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

A. Phillis Channg v. West Coast USA Properties LLC; and

B. Renee Wright v. Housing Authority of the City of Madera


I. ADJOURNMENT:

The next Regular Monthly Meeting will be Wednesday, May 10, 2024, 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 **March 07, 2024** 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 2:00 p.m..

Executed this 7th day of March 2024.



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

B. CONSENT CALENDAR

- B-1 APPROVAL OF FEBRUARY 14, 2024, REGULAR BOARD MEETING MINUTES.**
- B-2 APPROVAL OF REGISTER AUDITED DEMANDS FEBRUARY 2024.**
- B-3 RESOLUTION No. 1286 APPROVAL OF THE TRUCK PURCHASE STATE PROGRAM TO ENTER THE PURCHASING PROGRAM.**
- B-4 RESOLUTION No. 1287 APPROVAL TO ADD PROCURE TO PAY MODULE FOR YARDI.**
- B-5 RESOLUTION No. 1288 APPROVAL TO ENTER INTO A CONTRACT WITH HARTFORD LIFE INSURANCE.**
- B-6 APPROVAL FOR OUT-OF-STATE TRAVEL TRAININGS:**
- **NAHRO CONFERENCE- WASHINGTON, DC- 04/06/2024-04/11/2024**
 - **BLANCA MENDOZA-NAVARRO**
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 - **MAYRA CUIN- FSS/ROSS COORDINATOR**
 - **PROCUREMENT TRAINING-TENNESSEE- 06/17/2024 - 06/20/2024**
 - **JARED GARZA- MAINTENANCE MANAGER**
 - **ALEX ESTRADA- FINANCE MANAGER**

**B-1 APPROVAL OF FEBRUARY 14, 2024, REGULAR BOARD
MEETING MINUTES.**

Housing Authority of the City of Madera



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MINUTES OF THE, FEBRUARY 14, 2024 REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

CALL TO ORDER:

The February 14, 2024, Regular Meeting of the Housing Authority for the City of Madera was called to order by Chairperson Elsa Mejia at 6:51 p.m. The City of Madera held a Special Meeting on the same day to start at 6:00 PM. Mayor Santos Garcia opened the Special Meeting. Shannon L. Chaffin, Madera City Attorney advised the public that the City of Madera and the Housing Authority of the City of Madera share the same members and scheduled for the same time. The Special Meeting was heard first and adjourned to commence HACM's regular scheduled meeting at 6:51 PM.

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 available simultaneously to the public via Zoom.

COMMISSIONERS PRESENT:

Chairperson Elsa Mejia	(In Person at the City of Madera Council Chambers)
Vice Chairperson Anita Evans	(In Person at the City of Madera Council Chambers)
Commissioner Artemio Villegas	(In Person at the City of Madera Council Chambers)
Commissioner Steve Montes	(In Person at the City of Madera Council Chambers)
Commissioner Jose Rodriguez	(In Person at the City of Madera Council Chambers)
Commissioner Cece Gallegos	(In Person at the City of Madera Council Chambers)
Commissioner Santos Garcia	(In Person at the City of Madera Council Chambers)

GUESTS/STAFF PRESENT:

HACM Interim Executive Director Blanca Mendoza-Navarro (In Person)
HACM Executive Secretary Marisela Lopez (In Person)
HACM Legal Counsel Emilio J. Huerta (Via Zoom)
HACM Financial Manager Alex Estrada (In Person)
HACM Maintenance Manager Jared Garza (In Person)
HACM Maintenance Employee Thomas Gonzales (In Person)

INVOCATION:

Pastor David Dougherty led the invocation.

PLEDGE OF ALLEGIANCE

Commissioner S. Garcia led the Pledge of Allegiance.

MOTION TO APPROVE MEETING AGENDA:

Commissioner A. Evans moved to approve the February 14, 2024, proposed meeting agenda, as posted on February 08, 2024. Commissioner S. Montes seconded the motion. The motion passed unanimously:

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

NAYS: (0)

ABSENT: (0)

PUBLIC COMMENT:

There were no public comments in public or via zoom.

A. **WORKSHOPS:** None.

B. **CONSENT CALENDAR:**

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 JANUARY 10, REGULAR BOARD MEETING MINUTES.

B-2 APPROVAL OF REGISTER AUDITED DEMANDS JANUARY 2024.

Commissioner C. Gallegos moved to approve the Consent Calendar items. Commissioner S. Montes seconded the motion. The motion passed unanimously:

YAYES: (7) Chairperson Elsa Mejia
 Commissioner Cece Gallegos,
 Commissioner Steve Montes,
 Vice-Chairperson Anita Evans

Commissioner Santos Garcia,
Commissioner Jose Rodriguez, and
Commissioner Artemio Villegas

NAYS: (0)

ABSENT: (0)

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

C-1: Motion To Approve Proposed Resolution No. 1282 of the Housing Authority of the City of Madera Authorizing the Cal PERS Employer contributions.

Alex Estrada, Financial Services Manager presented proposed Resolution # 1282. Mr. Estrada gave a presentation on Cal PERS employee and employer contributions. HACM participates in three tiers depending on the date of hire. Employees are required to contribute a percentage of their wages based on their patriciate rate tier. For Tier-One Classic members, HACM has been contributing both the employee and employer rates. HACM had recently been notified that the resolution for the Employer Paid Member Contribution (EPMC) was not in compliance. Only the first tier (classic) members are eligible for EPMC. There are currently only four members in this membership class. The resolution was for compliance no other changes were made to the contributions.

No public comment.

Commissioner S. Montes moved to approve Item C-1, proposed Resolution #1282. Commissioner C. 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
Commissioner Jose Rodriguez and
Commissioner Artemio Villegas

ABSENT: (0)

ABSTAIN: (0)

C-2: Motion To Approve Proposed Resolution No. 1283 of the Housing Authority of the City of Madera Authorizing Longevity Pay.

Alex Estrada, Financial Services Manager presented proposed Resolution # 1283. Mr. Estrada gave a presentation on the Longevity Pay. The current language is vague. The language was updated to clarify who is eligible and how it is paid out. There are currently a few employees that are eligible for this pay a couple within the next couple of years. The next set would be in 2032.

Commissioner J. Rodriguez asked does this prevent future hires that have been in public service from getting this stipend?

Alex Estrada, Financial Service Manager responded, "How it is currently written, no, but if this is something the Board would like us to explore we can definitely do so".

There was no public comment.

Commissioner C. Gallegos moved to approve Item C-2, proposed Resolution #1283. Vice- Chair A. 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
 Commissioner Jose Rodriguez and
 Commissioner Artemio Villegas

ABSENT: (0)

ABSTAIN: (0)

C-3: Motion To Approve Proposed Resolution No. 1284 of the Housing Authority of the City of Madera Authorizing the Update To Credit Card Use Policy.

Blanca Mendoza-Navarro Interim Executive Director reported that we already have a credit card policy in place, however this is just adding the State of California's Purchasing Card Program (CAL-Card). Most public agencies have a CAL-Card. With the recent turnover the Agency is currently limited to one bank card. There is a limit of \$25,000 Agency wide. Limits for departments and individuals are in the presented memo.

There was no public comment.

Commissioner S. Garcia moved to approve Item C-3, proposed Resolution #1284. Commissioner C. 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
 Commissioner Jose Rodriguez and
 Commissioner Artemio Villegas

ABSENT: (0)

ABSTAIN: (0)

D. WRITTEN COMMUNICATIONS:

No written communications were received.

E. ADMINISTRATIVE REPORTS:

Blanca Mendoza-Navarro, Interim Executive Director provided the following administrative reports.

E-1: Monthly Housing Activity Report:

Interim Executive Director, Blanca Mendoza-Navarro reported the HCV department has been working diligently and have issued 94 vouchers to date.

Public housing currently has five (5) vacancies.

Farm Labor has one (1) vacancy.

Maintenance has been working diligently on completing work orders for both public housing and farm labor properties.

F. EXECUTIVE DIRECTOR REPORT:

Blanca Mendoza-Navarro, Interim Executive Director provide the following reports:

1. **HUD Audit:** HUD representatives met with the management team on January 24th to discuss the PHARS Remote Assessment and recover plan. HUD will schedule monthly meetings to continue discussion on the recovery plan until it is cleared.
2. **Agency Audit:** Smith Marion (auditors) came out on January 24, 2024, to do on-site testing. The drafted FY 2022 audit report was received, and staff is currently reviewing it. Once reviewed and accepted Smith Marion will submit to HUD at the beginning of March and Staff will bring back to the Board in March for approval.
3. **Fee Accountant:** BDO has been working closely with the finance team. They have submitted unaudited financials for FY 2023. They put in place a holder because we are waiting for the 2022 financials to be finalized.
4. **Departmental Reports:**
 - a. HCV- Numbers have been coming up. There were 250 applicants pulled from the waiting list. Out of these only seventy (70) packets were returned. From the first batch we issued twenty (20) vouchers. We will be issuing another twenty (20) for the month of February. The backlog of inspections has gone down. Once these are complete, staff

will start conducting the new year's inspections using NSPIRE. The department received two new iPad to do mobile inspections.

- b. Public Housing -. We have four (4) sim cards for the cameras. Currently there are cameras set up in the farm labor properties and the Officer is monitoring these. We are waiting for a few more cameras to be purchased and these will go up in the Public Housing properties staff has identified.
 - c. Farm Labor - they are working on leasing up all vacancies. We are working on leasing up the one (1) unit in farm labor. We received the 2024 approval for the Farm Labor budget. The calendar year 2022 audit was completed.
 - d. Migrant – they are finalizing the year end reporting to turn it in to OMS.
 - e. Finance - Finance sent out all 1099's to vendors. They were completed in Yardi for the first time. Finance is under the first class of ASPIRE University.
5. **New Staff**: Staff hired Larry Perez as the new Housing Inspector.,. He will be getting training with our vendor, iSterling. Pomona Ranch had a maintenance position vacant. The position was opened to in-house staff first. Jamie Cardenas requested to transfer to Pomona Ranch. Jamie is excited to start at Pomona Ranch next week. Commissioner C. Gallegos asked which employee is transferring to Pomona Ranch. Jared Garza, Maintenance Manager reported it will be Jaime Cardenas. Interim Executive Director stated that Jaime has worked for MORES on his own and HACM is so excited to have him at Pomona Ranch.
6. **Capital Grants** – The year 2021 Capital Fund Grant was approved for an extension of 18 months. Staff submitted an extension for Capital Fund grant extension for 2020 & 2022, this extension is pending approval.
7. **Madera Affordable Housing**, the sister company, has received the letter of non-profit status. Legal Counsel Emilio J. Huerta discussed Madera Affordable Housing. On January 19, 2024, it gained the tax-exempt nonprofit status. Commissioners appoint the directors of the Affordable Housing Corporation.

Commissioner J. Rodriguez asked if we have bylaws on how to appoint these directors and reassure them that our relationship is good, and we do not have anything misinterpreted in the legal language.

Legal Counsel Emilio J. Huerta said yes and no. With respect to bylaws, we started the process with Ms. Wright, but we did not complete it. The controlling instrument on how the Board of Directors are within the articles of the corporation. Those articles are in place now. The IRS states that Directors serve at the pleasure of the Board of Commissioners. Bylaws will reiterate that fact.

Commissioner J. Rodriguez just wants everything in place.

Legal Counsel Emilio J. Huerta reported the meeting with MORES they have indicated there is a willingness to work with us. There are open items to be addressed and we will continue to meet.

Mr. Lewis and Mr. Huerta. This meeting will be more fruitful if we have an Executive Director in place.

8. MORES - Emilio and Blanca met with MORES about moving forward and mending that relationship.
9. CVIIC - The Immigrant Entrepreneurship Training program agency has reached out to continue using the Kennedy Community Center to conduct their second cohort call. The cohort will begin in April 2024.

G. COMMISSIONER REPORTS:

1. Vice-Chairperson A. Evans reported they will be celebrating Black History month at the Pan Am center. It starts at 3pm. She invited everyone to attend and support the African American community.
2. Commissioner C. Gallegos told everyone to home to their significant others this Valentine's Day and thank them for letting staff attend today. She is requesting bylaws. She would like to have them at the next Housing Authority Meeting.
3. Commissioner S. Montes had nothing to report.
4. Commissioner S. Garcia had nothing to report.
5. Commissioner J. Rodriguez would like to bring back our sister non-profit so that HACM can start going back to our objective of the Housing Authority. He stated Affordable Housing is key.
6. Commissioner A. Villegas said Happy Valentine's Day.
7. Chairperson E. Mejia had nothing to report.

H. CLOSED SESSION:

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: Discussion of litigation matters pursuant to CA Govt. Code Section 54956.9(d)(1)Di:

H-3: Discussion regarding acquisition of real property pursuant to CA Govt. Code Section 54956.8

Legal Counsel Emilio Huerta had gone into close session and there was nothing to report on the three matters listed above.

I. ADJOURNMENT:

Chairperson E. Mejia announced that the next regularly monthly scheduled meeting of the Board of Commissioners will be held on Wednesday, March 13, 2024, at 6 p.m., in the City of Madera Council Chambers.

The meeting was adjourned the meeting at 8:10 p.m.

CERTIFICATE OF THE BOARD OF COMMISSIONERS

The undersigned hereby certifies that the foregoing February 14, 2024, the Monthly Regular Board Meeting Minutes of the Housing Authority of the City of Madera (HACM) were reviewed and approved by the Housing Authority of the City of Madera's Board of Commissioners at a duly noticed meeting on March 13, 2024, where a quorum was present in accordance with the HACM Bylaws.

Executed on this ____ day of March 13, 2024.

By: _____
Marisela Lopez
Housing Authority of the City of Madera

**B-2 APPROVAL OF REGISTER AUDITED DEMANDS
FEBRUARY 2024.**

Payment Summary

Bank=revfund AND mm/yy=02/2024-02/2024 AND Check Date=02/01/2024-02/29/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
revfund - WF Revolving Fund	5	mis02 - MISSIONSQUARE-303376	02/09/2024	02/2024	3,316.59	
revfund - WF Revolving Fund	6	pub01 - CA PUBLIC EMPLOYEES' RETIREMENT ...	02/09/2024	02/2024	21,180.48	
revfund - WF Revolving Fund	7	mis02 - MISSIONSQUARE-303376	02/29/2024	02/2024	3,363.53	
revfund - WF Revolving Fund	8	pub01 - CA PUBLIC EMPLOYEES' RETIREMENT ...	02/29/2024	02/2024	7,327.41	
revfund - WF Revolving Fund	9	pub02 - CA Public Employees' Health	02/29/2024	02/2024	22,109.57	
revfund - WF Revolving Fund	46465	47t01 - 47TH PLACE CARPET AND LINOLEUM, INC.	02/01/2024	02/2024	4,423.40	
revfund - WF Revolving Fund	46466	ADP00 - ADP, INC.	02/01/2024	02/2024	20.00	
revfund - WF Revolving Fund	46467	agu00 - AGUILAR, DANENE L.	02/01/2024	02/2024	14,812.50	
revfund - WF Revolving Fund	46468	bct00 - BCT CONSULTING, INC.	02/01/2024	02/2024	868.73	
revfund - WF Revolving Fund	46469	cha9i - CHAMBERS HEATING AND AIR CONDITIONING	02/01/2024	02/2024	605.00	
revfund - WF Revolving Fund	46470	com0h - COMCAST	02/01/2024	02/2024	26.53	
revfund - WF Revolving Fund	46471	CWS01 - CORBIN WILLITS SYSTEM INC	02/01/2024	02/2024	755.50	
revfund - WF Revolving Fund	46472	DIA01 - DIAMOND COMMUNICATION,INC	02/01/2024	02/2024	204.00	
revfund - WF Revolving Fund	46473	EGB01 - E. G. BABCOCK COMPANY	02/01/2024	02/2024	447.87	
revfund - WF Revolving Fund	46474	gec01 - GE Appliances, A Haier Company	02/01/2024	02/2024	74.26	
revfund - WF Revolving Fund	46475	hds00 - HD SUPPLY FACILITIES MAINTENANCE	02/01/2024	02/2024	4,291.86	
revfund - WF Revolving Fund	46476	hom04 - HOME DEPOT CREDIT SERVICE	02/01/2024	02/2024	2,849.99	
revfund - WF Revolving Fund	46477	hue01 - LAW OFFICE OF EMILIO J. HUERTA	02/01/2024	02/2024	2,827.50	
revfund - WF Revolving Fund	46478	ist00 - ISterling	02/01/2024	02/2024	7,356.30	
revfund - WF Revolving Fund	46479	kjwater00 - KJ Water Services	02/01/2024	02/2024	400.00	
revfund - WF Revolving Fund	46480	low00 - LOWE'S COMMERCIAL SERVICE	02/01/2024	02/2024	2,415.90	
revfund - WF Revolving Fund	46481	MAD05 - MADERA COUNTY	02/01/2024	02/2024	627.00	
revfund - WF Revolving Fund	46482	mad0m - MADERA TROPHY/CAL VALLEY PRINTING	02/01/2024	02/2024	302.39	
revfund - WF Revolving Fund	46483	mad46 - PUBLIC WORKS FAIRMEAD LANDFILL	02/01/2024	02/2024	127.50	
revfund - WF Revolving Fund	46483	mad46 - PUBLIC WORKS FAIRMEAD LANDFILL	02/13/2024	02/2024	-127.50	
revfund - WF Revolving Fund	46484	map00 - MAPA PLUMBING SERVICES	02/01/2024	02/2024	23,950.00	
revfund - WF Revolving Fund	46485	mis01 - MISSION UNIFORM SERVICE 3	02/01/2024	02/2024	214.20	
revfund - WF Revolving Fund	46486	mis02 - MISSIONSQUARE-303376	02/01/2024	02/2024	4,017.01	
revfund - WF Revolving Fund	46487	NAH03 - NAHRO	02/01/2024	02/2024	340.00	
revfund - WF Revolving Fund	46488	nav04 - NAVIA BENEFIT SOLUTIONS,	02/01/2024	02/2024	100.00	
revfund - WF Revolving Fund	46489	off02 - ODP BUSINESS SOLUTIONS, LLC	02/01/2024	02/2024	260.36	
revfund - WF Revolving Fund	46490	oms01 - OMS DEPT. OF HOUSING & COMM. DEV...	02/01/2024	02/2024	8,484.16	
revfund - WF Revolving Fund	46491	PEC01 - PECKS PRINTERY	02/01/2024	02/2024	71.01	
revfund - WF Revolving Fund	46492	pera4 - PERIMETER PEST CONTROL	02/01/2024	02/2024	907.00	
revfund - WF Revolving Fund	46493	pge01 - P. G. & E.	02/01/2024	02/2024	480.01	
revfund - WF Revolving Fund	46494	pre06 - PRESTIGE CUSTOM GLASS	02/01/2024	02/2024	1,055.43	
revfund - WF Revolving Fund	46495	qua07 - QUADIENT FINANCE USA, INC	02/01/2024	02/2024	152.20	
revfund - WF Revolving Fund	46496	rot01 - ROTH STAFFING COMPANIES, L.P.	02/01/2024	02/2024	7,728.64	
revfund - WF Revolving Fund	46497	sie05 - SIERRA HR PARTNERS	02/01/2024	02/2024	596.50	
revfund - WF Revolving Fund	46498	smith001 - Smith Marion & Co., Inc	02/01/2024	02/2024	4,500.00	
revfund - WF Revolving Fund	46499	ste00 - STEAMRITE	02/01/2024	02/2024	550.00	

Payment Summary

Bank=revfund AND mm/yy=02/2024-02/2024 AND Check Date=02/01/2024-02/29/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
revfund - WF Revolving Fund	46500	t0005149 - Orozco	02/01/2024	02/2024	245.00	
revfund - WF Revolving Fund	46501	tim01 - TIM R. TRULL ELECTRIC, IN	02/01/2024	02/2024	1,384.00	
revfund - WF Revolving Fund	46502	van00 - VAN DE POL ENTERPRISES	02/01/2024	02/2024	406.56	
revfund - WF Revolving Fund	46503	wel25 - WELLS FARGO BUSINESS CARD-6688	02/01/2024	02/2024	953.00	
revfund - WF Revolving Fund	46504	WIL01 - SHERWIN WILLIAMS COMPANY	02/01/2024	02/2024	502.84	
revfund - WF Revolving Fund	46505	ADP00 - ADP, INC.	02/16/2024	02/2024	110.00	
revfund - WF Revolving Fund	46506	aff01 - AFFORDABLE HOUSING NETWORT	02/16/2024	02/2024	750.00	
revfund - WF Revolving Fund	46507	att06 - AT&T CALNET	02/16/2024	02/2024	37.95	
revfund - WF Revolving Fund	46508	cha9i - CHAMBERS HEATING AND AIR CONDITIONING	02/16/2024	02/2024	880.00	
revfund - WF Revolving Fund	46509	edd01 - EMPLOYMENT DEVELOPMENT DEPARTMENT	02/16/2024	02/2024	161.64	
revfund - WF Revolving Fund	46510	gec01 - GE Appliances, A Haier Company	02/16/2024	02/2024	47.83	
revfund - WF Revolving Fund	46511	ins01 - INSIGHT EMPLOYEE ASSISTANCE PROGRAM	02/16/2024	02/2024	45.00	
revfund - WF Revolving Fund	46512	mad03 - CITY OF MADERA CITY SERVICES	02/16/2024	02/2024	7,916.67	
revfund - WF Revolving Fund	46513	met00 - METROPOLITAN LIFE INSURANCE COMPANY	02/16/2024	02/2024	1,244.07	
revfund - WF Revolving Fund	46514	mis01 - MISSION UNIFORM SERVICE 3	02/16/2024	02/2024	536.18	
revfund - WF Revolving Fund	46515	pge01 - P. G. & E.	02/16/2024	02/2024	9,403.89	
revfund - WF Revolving Fund	46516	spe00 - SPECIALTY LANDSCAPE, INC.	02/16/2024	02/2024	9,990.00	
revfund - WF Revolving Fund	46517	sta02 - STANDARD INSURANCE CO.	02/16/2024	02/2024	1,021.43	
revfund - WF Revolving Fund	46518	ste00 - STEAMRITE	02/16/2024	02/2024	210.00	
revfund - WF Revolving Fund	46519	t0000315 - Cortes-Santos	02/16/2024	02/2024	379.72	
revfund - WF Revolving Fund	46520	TMO00 - T-MOBILE USA INC.	02/16/2024	02/2024	1,686.67	
revfund - WF Revolving Fund	46521	van00 - VAN DE POL ENTERPRISES	02/16/2024	02/2024	565.09	
revfund - WF Revolving Fund	46522	wel25 - WELLS FARGO BUSINESS CARD-6688	02/16/2024	02/2024	269.91	
revfund - WF Revolving Fund	46523	ale00 - ALESHIRE & WYNDER, LLP	02/29/2024	02/2024	22,973.50	
revfund - WF Revolving Fund	46524	ang0001 - Angeles	02/29/2024	02/2024	711.00	
revfund - WF Revolving Fund	46525	att06 - AT&T CALNET	02/29/2024	02/2024	61.01	
revfund - WF Revolving Fund	46526	bct00 - BCT CONSULTING, INC.	02/29/2024	02/2024	1,008.73	
revfund - WF Revolving Fund	46527	ben00 - BENJAMIN, NICHOLAS	02/29/2024	02/2024	520.04	
revfund - WF Revolving Fund	46528	chw01 - C.H.W.C.A.	02/29/2024	02/2024	11,405.00	
revfund - WF Revolving Fund	46529	con0c - CONCENTRA MEDICAL CENTERS	02/29/2024	02/2024	171.00	
revfund - WF Revolving Fund	46530	CWS01 - CORBIN WILLITS SYSTEM INC	02/29/2024	02/2024	755.50	
revfund - WF Revolving Fund	46531	FRE16 - FRESNO MADERA CONTINUUM O	02/29/2024	02/2024	650.00	
revfund - WF Revolving Fund	46532	HAP01 - HAPPY SOFTWARE, INC.	02/29/2024	02/2024	40,333.00	
revfund - WF Revolving Fund	46533	hds00 - HD SUPPLY FACILITIES MAINTENANCE	02/29/2024	02/2024	455.08	
revfund - WF Revolving Fund	46534	ist00 - ISterling	02/29/2024	02/2024	9,297.60	
revfund - WF Revolving Fund	46535	mad02 - CITY OF MADERA UTILITY BILLING	02/29/2024	02/2024	7,671.48	
revfund - WF Revolving Fund	46536	mad04 - MADERA FLEET SERVICES	02/29/2024	02/2024	1,656.74	
revfund - WF Revolving Fund	46537	mad46 - PUBLIC WORKS FAIRMEAD LANDFILL	02/29/2024	02/2024	23.08	
revfund - WF Revolving Fund	46538	men0043 - Mendoza	02/29/2024	02/2024	1,160.47	
revfund - WF Revolving Fund	46539	MER03 - MCCLATCHY NEWSPAPERS, INC	02/29/2024	02/2024	1,449.50	
revfund - WF Revolving Fund	46540	nat0l - NATIONAL CREDIT REPORTING	02/29/2024	02/2024	26.85	

Payment Summary

Bank=revfund AND mm/yy=02/2024-02/2024 AND Check Date=02/01/2024-02/29/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
refund - WF Revolving Fund	46541	nav04 - NAVIA BENEFIT SOLUTIONS,	02/29/2024	02/2024	450.00	
refund - WF Revolving Fund	46542	off02 - ODP BUSINESS SOLUTIONS, LLC	02/29/2024	02/2024	1,236.73	
refund - WF Revolving Fund	46543	pge01 - P. G. & E.	02/29/2024	02/2024	432.74	
refund - WF Revolving Fund	46544	qua06 - QUADIENT LEASING USA, INC	02/29/2024	02/2024	681.69	
refund - WF Revolving Fund	46545	RIC05 - RICOH USA, INC.	02/29/2024	02/2024	2,430.66	
refund - WF Revolving Fund	46546	rot01 - ROTH STAFFING COMPANIES, L.P.	02/29/2024	02/2024	4,347.37	
refund - WF Revolving Fund	46547	sie05 - SIERRA HR PARTNERS	02/29/2024	02/2024	314.75	
refund - WF Revolving Fund	46548	smith001 - Smith Marion & Co., Inc	02/29/2024	02/2024	19,350.00	
refund - WF Revolving Fund	46549	spe00 - SPECIALTY LANDSCAPE, INC.	02/29/2024	02/2024	9,990.00	
refund - WF Revolving Fund	46550	sta02 - STANDARD INSURANCE CO.	02/29/2024	02/2024	534.43	
refund - WF Revolving Fund	46551	ste02 - STERICYCLE, INC.	02/29/2024	02/2024	677.98	
refund - WF Revolving Fund	46552	t0000048 - Torres Barragan	02/29/2024	02/2024	326.76	
refund - WF Revolving Fund	46553	TEC06 - TECH HEROES, INC.	02/29/2024	02/2024	9,700.00	
refund - WF Revolving Fund	46554	USD01 - USDA, RURAL DEVELOPMENT	02/29/2024	02/2024	4,540.59	
refund - WF Revolving Fund	46555	van00 - VAN DE POL ENTERPRISES	02/29/2024	02/2024	388.74	
refund - WF Revolving Fund	46556	yar00 - YARDI SYSTEMS, INC.	02/29/2024	02/2024	1,260.00	
					349,752.30	

B-3 RESOLUTION No. 1286 APPROVAL TO INTERIM EXTECUTIVE DIRECTOR TO REGISTER AND ENTER INTO AGREEMENT WITH NATIONAL AUTO FLEET GROUP/ SOURCEWELL.



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: B-3

FROM: Blanca Mendoza-Navarro, Interim-
Executive Director

AUTHOR: Blanca Mendoza-Navarro, Interim Executive
Director

DATE: March 5, 2024

SUBJECT: RESOLUTION NO. 1286 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING INTERIM EXECUTIVE DIRECTOR TO REGISTER AND ENTER INTO AGREEMENT WITH NATIONAL AUTO FLEET GROUP/SOURCEWELL.

EXECUTIVE SUMMARY:

The purpose of this memo is to request approval from the Board of Commissioners to authorize the Interim Executive Director to register and enter into an agreement with National Auto Fleet Group/Sourcwell.

The Housing Authority of the City of Madera's (HACM) staff is in need of purchasing vehicles for the maintenance department. Some of the current fleet is over ten (10) years old and in need of replacement. Staff has budgeted for a couple of vehicles in FY 2023-2024.

Previously Staff put out a Request for Proposal (RFP) which is not feasible. This process was not successful because by the time the Agency's RFP process closed, local auto dealerships no longer had the vehicle available either due to supply shortage or the vehicle was over the RFP cost estimate.

Staff has researched other options and found National Auto Fleet Group. Staff is requesting approval to register and enter into agreement with National Auto Fleet Group/Sourcwell. National Auto Fleet Group (NAFG) is a minority family-owned all-in-one vehicle vendor that supplies to public entities throughout the Nation. NAFG works with Sourcwell who offers cooperative purchasing which is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Sourcwell holds hundreds of competitively solicited contracts ready for use, has awarded contracts, and offers class 1-3 light duty trucks, vans, and SUVs to class 4-8 chassis with related equipment with all upfitting to government entities.

RECOMMENDATION:

Staff recommends that the Board of Commissioners adopt the attached Resolution approving Interim Executive Director to register and enter into agreement with National Auto Fleet Group/Sourcwell to purchase needed Agency Vehicles.

FISCAL IMPACT:

There is no fiscal impact as this is a budgeted item in FY 2023-2024



RESOLUTION NO. 1286

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO REGISTER AND ENTER INTO AN AGREEMENT WITH NATIONAL AUTO FLEET GROUP/SOURCEWELL

RECITALS

A. **WHEREAS**, the Housing Authority of the City of Madera (the “Housing Authority”),

B. **WHEREAS**, some of the Housing Authority’s current fleet is over ten (10) years old and in need of replacement;

C. **WHEREAS**, Housing Authority recommends purchasing new vehicles for the maintenance department;

D. **WHEREAS**, Housing Authority staff has budgeted to purchase a couple of vehicles in FY 2023-2024;

E. **WHEREAS**, although previous Housing Authority staff published Requests for Proposals (RFP) for the procurement of new vehicles, such procurement efforts did not prove feasible or successful due to the fact that by the time the Housing Authority’s RFP process closes, local auto dealerships no longer have the desired vehicles or due to supply shortages, the desired vehicle’s cost exceeded the RFP cost estimate;

F. **WHEREAS**, Housing Authority staff has researched other options and has identified the National Auto Fleet Group as a potential purchasing partner for the purpose of purchasing new vehicles;

G. **WHEREAS**, the Housing Authority’s Interim Executive Director staff is requesting approval to register and enter into agreement with National Auto Fleet Group/Sourcwell. National Auto Fleet Group (NAFG);

H. **WHEREAS**, NAFG is a minority family-owned all-in-one vehicle vendor that supplies to public entities throughout the nation;

I. **WHEREAS**, NAFG works with Sourcwell who offers cooperative purchasing which is “Procurement conducted by, or on behalf of, one or more Public

Procurement Units” as defined by the American Bar Association’s Model Procurement Code for State and Local Governments;

J. **WHEREAS**, Sourcewell holds hundreds of competitively solicited contracts ready for use, has awarded contracts, and offers class 1-3 light duty trucks, vans, and SUVs to class 4-8 chassis with related equipment with all upfitting to government entities and

K. **WHEREAS**, the Housing Authority staff recommends that the Board of Commissioners authorize the Interim Executive Director to register and enter into an agreement with National Auto Fleet Group/Sourcewell to purchase needed vehicles.

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 Authorization to the Interim Executive Director to register and enter into an agreement with National Auto Fleet Group/Sourcewell to purchase needed vehicles. The Housing Authority’s Board of Commissioners has considered and herein authorizes the Housing Authority’s Interim Executive Director to register and enter into an agreement with National Auto Fleet Group/Sourcewell to purchase needed vehicles at competitive prices.

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 13th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Interim Executive Director
Blanca Mendoza-Navarro

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 March 13, 2024, 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

**B-4 RESOLUTION No. 1287 CONSIDERING AMENDING THE
AGREEMENT WITH YARDI TO ADD PROCURE TO PAY MODULE.**



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: B-4

FROM: Blanca Mendoza-Navarro, Interim-
Executive Director

AUTHOR: Blanca Mendoza-Navarro, Interim Executive
Director

DATE: March 5, 2024

SUBJECT: RESOLUTION NO. 1287 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER AMENDING THE AGREEMENT WITH YARDI SOFTWARE TO ADD PROCURE TO PAY MODULE.

EXECUTIVE SUMMARY:

The purpose of this memo is to request approval from the Board of Commissioners to enter into an amended contract with Yardi Software. to include the Procure to Pay module. The Housing Authority of the City of Madera's (HACM) is currently contracted with Yardi Software for Agency operations. The software program has standard modules and offers other modules depending on the customer's needs.

Staff met with the Yardi sales representative to look at what other modules are available to assist in operations and determined that the Procure to Pay module would benefit the Agency's financial operation needs.

Procure to Pay allows processing invoices electronically with Yardi PayScan which streamlines payables and purchasing to be more efficient. The online approval workflow process helps to approve invoices faster and makes fewer mistakes by scanning paper invoices and converting them into Voyager electronic transaction. Electronic payables lower the cost by reducing errors and eliminating redundant data entry.

RECOMMENDATION:

Staff recommends that the Board of Commissioners adopt the attached Resolution accepting the amendment to the Yardi Agreement to add the Procure to Pay module.

FISCAL IMPACT:

The fiscal impact is a total of \$5,9085.75. This amount includes a one-time implementation fee of \$3,200.00 and the annual increase to the contract of \$2,708.75.

ATTACHMENT:

Yardi Procure to Pay Amendment





**ADDENDUM TO AGREEMENT
BETWEEN
YARDI SYSTEMS, INC. ("YARDI") AND HOUSING AUTHORITY OF THE CITY OF MADERA ("CLIENT")
(this "Addendum")**

Addendum Effective Date: February 29, 2024

Yardi Client Pin Number: 100052680

Yardi Order Number: 403582

Client and Yardi revise their Voyager agreement, dated December 27, 2021 (the "Agreement"), as follows:

1. Yardi will add the additional products specified below as part of Schedule A (Fee Schedule) under the terms of the Agreement.

Annual Fees							
	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Annual Fee Increase/Decrease	Prorated Annual Fee Increase
Description							
Procure to Pay	Unit	394	\$9.00	(\$1.50)	\$7.50	\$2,955.00	\$2,708.75
Total						\$2,955.00	\$2,708.75
Monthly Fees							
Description	UOM	Count	\$/UOM	Monthly Fee Increase/Decrease			
Procure to Pay Full-Service	transaction	TBD	\$0.60	TBD			
Total						TBD	
One-Time Fees							
Description	UOM	Count	\$/UOM	One-Time Fee			
Procure to Pay Remote/On-Site Implementation	each	1	\$3,200.00	\$3,200.00			
Total						\$3,200.00	
Total Fees Due							
Annual Fee Increase for the period March 1, 2024 to January 31, 2025							\$2,708.75
Monthly Fee Increase						TBD	billed monthly
One-Time Fee						\$3,200.00	
Sub-Total						\$5,908.75	
Sales Tax						as applicable	
Total Due						\$5,908.75	
Additional Terms							

2. **PAYMENT TERMS (excluding applicable taxes):** 100% due 15 days from the execution date of this Addendum.
3. **Procure to Pay:**
- Procure to Pay includes AP Manager.
 - VendorCafe and Yardi Marketplace require additional terms and conditions and may not be available to all clients
 - Insurance Tracking:** If Client elects to use the Insurance Tracking feature in VENDORCafé, Client agrees to a fee of **\$20.00/Vendor**, to be billed annually.
4. **Procure to Pay Full-Service:**
- "Emailed Invoice"** means invoices received from a Client, or a Client vendor, which are submitted to Yardi by email only (excluding any and all invoices that are, or may be, submitted to Yardi by non-electronic mail methods).
 - "Scanned Invoice"** means any invoice where the image and/or data is transmitted by Yardi into Client's PAYscan module.
 - Client will be invoiced for actual Emailed Invoices and Scanned Invoices processed for 9 months commencing on the effective date of the document in which Procure to Pay Full-Service was initially licensed. Thereafter, Client will be invoiced the monthly minimum or actual usage, whichever is greater.
 - Client agrees to bear the out-of-pocket fees for establishing and maintaining Client's post office lockbox(es).
 - Yardi will arrange for an additional email address to receive and process invoices ("**Expedited Invoices**"), and Client may only make commercially reasonable use of this service not to exceed 100 invoices in any week. The Expedited Invoice price is **\$2.00/Expedited Invoice**, in addition to the invoice transaction fee.

- f. **"Excess Page(s)"** means any pages in excess of a total of 8 invoice pages per invoice during a monthly billing period. Client agrees to pay **\$0.20/Excess Page**.
- g. At Client's election, Yardi will either (a) return original paper invoices to Client, and Client will bear the out-of-pocket cost of such return, or (b) destroy original paper invoices. Absent contrary instructions, Yardi will return original paper invoices to Client at Client's cost. For the avoidance of any doubt, Yardi does not return or destroy invoices that are submitted to Yardi via electronic mail but will delete such emailed invoices in accordance with its standard policies and procedures.

5. Additional terms are set forth in the following exhibits to this Addendum:
1 – Current Product Count

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

Please indicate your approval by signing and returning this document to your salesperson or to Sales Support at SalesAdmin@yardi.com.

APPROVAL

HOUSING AUTHORITY OF THE CITY OF MADERA
("Client")

By: _____

Date: _____

Print Name: _____

Title: _____

YARDI SYSTEMS, INC. ("Yardi")

By: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT 1

Current Product Count

Annual Products		
Description	Unit of Measure (UOM)	Count
Voyager SaaS Select PHA Property Management	Unit	1,222
Budgeting & Forecasting	Unit	1,222
Inspector General	Unit	1,222
Inventory Control	Unit	1,222
RentCafe PHA Portal Package	Unit	1,222
Yardi Aspire Premium	Unit	1,222
Procure to Pay	Unit	394
Annual Products		
Description	Unit of Measure (UOM)	Count
Payment Processing	transaction	TBD
Procure to Pay Full-Service	transaction	TBD

RESOLUTION NO. 1287

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO AMEND THE AGREEMENT WITH YARDI SOFTWARE TO ADD PROCURE TO PAY MODULE.

RECITALS

A. **WHEREAS**, the Housing Authority of the City of Madera (the “Housing Authority”), currently maintains a license agreement with the Yardi Software company for property management and accounting services;

B. **WHEREAS**, the Housing Authority’s Interim Executive Director would like to secure Yardi service related to a Procurement and Pay module;

C. **WHEREAS**, the Housing Authority currently contracts with Yardi for Agency operations;

D. **WHEREAS**, the Yardi software program has standard modules and offers other modules depending on the customer’s needs;

E. **WHEREAS**, Housing Authority staff has met with Yardi sales representatives to consider other modules that are available to assist Housing Authority staff with operations and staff has determined that the Procure to Pay module would benefit the Agency’s financial operation needs;

F. **WHEREAS**, the Procure to Pay module would allow for the processing invoices electronically with Yardi PayScan which streamlines payables and purchasing to be more efficient. The online approval workflow process helps to approve invoices faster and makes fewer mistakes by scanning paper invoices and converting them into Voyager electronic transaction. Electronic payables lower the cost by reducing errors and eliminating redundant data entry;

G. **WHEREAS**, the Housing Authority staff recommends that the Board of Commissioners approve an amendment to the Yardi Software contract to add the Procure to Pay module; and

H. **WHEREAS**, the fiscal impact of such an amendment would be a total of \$5,9085.75, such amount includes a one-time implementation fee of \$3,200.00 and the annual increase to the contract of \$2,708.75.

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. Approval of An Amendment to the Yardi Software contract to add the Procure to Pay module at a cost of \$5,9085.75 (a one-time implementation fee of \$3,200.00 and an annual increase of \$2,708.75 in contract fees). The Housing Authority's Board of Commissioners has considered and herein authorizes the Housing Authority's Interim Executive Director to enter into an agreement to amend the Yardi Software contract to add the Procure to Pay module at a cost of \$5,9085.75 (a one-time implementation fee of \$3,200.00 and an annual increase of \$2,708.75 in contract fees).

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 13th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Interim Executive Director
Blanca Mendoza-Navarro

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 March 13, 2024, 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

**B-5 RESOLUTION No. 1288 CONSIDER APPROVING THE LIFE INSURANCE
BENEFIT**



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: B-5

FROM: Blanca Mendoza-Navarro, Interim-
Executive Director

AUTHOR: Alex Estrada, Financial Services Manager

DATE: March 4, 2024

SUBJECT: RESOLUTION NO. 1288 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING THE PERSONNEL LIFE INSURANCE BENEFIT.

EXECUTIVE SUMMARY:

The purpose of this report is to provide the Board of Commissioners with an update regarding personnel life insurance benefits.

The Housing Authority of the City of Madera (HACM) is continuously looking for ways to attract and retain employee talent. HACM identified a need to reevaluate its current Basic Life, Accidental Death, and Dismemberment (AD&D), and Long-Term Disability (LTD) insurance employee benefit. HACM does not currently provide Short-Term Disability and will be omitting this coverage. HACM currently utilizes Standard Insurance Company to provide these employee benefits, however, this policy has not been reviewed since February 2013.

Staff contacted J.D. Ostdiek Insurance, Inc., an insurance broker, to assist with reviewing the HACM's needs. During this meeting there were three goals: Increase employee Basic Life coverage to a minimum of one year salary, provide the option to staff to purchase additional life insurance coverage, and to maintain a reasonable cost to HACM. Basic Life, AD&D, and LTD are priced as a package by the respective provider.

Table 1 below is a summary of the Basic Life Insurance options available.

<i>Table 1: Basic Life Insurance</i>			
Provider	Coverage Amount	Monthly Premium	Annual Cost
Standard Insurance Company <i>*Current Coverage</i>	\$10,000 Staff \$15,000 Management	\$80.50	\$966.00
The Hartford	1X Annual Earnings <i>\$90,000 Maximum</i>	\$127.80	\$1,533.60





Housing Authority of the City of Madera

Lincoln Financial Group	1X Annual Earnings <i>\$50,000 Maximum</i>	\$161.15	\$1,933.80
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Table 2 below is a summary of the AD&D options available.

Table 2: AD&D			
Provider	Guarantee Issue	Monthly Premium	Annual Cost
Standard Insurance Company <i>*Current Coverage</i>	NA	\$11.50	\$138.00
The Hartford	\$100,000	\$31.17	\$374.04
Lincoln Financial Group	\$50,000	\$15.93	\$191.16

Table 3 below is a summary of the LTD options available.

Table 3: LTD			
Provider	Benefit Percentage and Max. Monthly Coverage	Monthly Premium	Annual Cost
Standard Insurance Company <i>*Current Coverage</i>	60%/\$3,000	\$746.83	\$8,961.96
The Hartford	60%/\$10,000	\$367.58	\$4,410.96
Lincoln Financial Group	60%/\$6,000	\$322.40	\$3,868.80

Lastly, Table 4 below is a summary of the overall costs for each provider.

Table 4: Provider Totals			
Provider	Monthly Premiums	Annual Cost	Net Annual Expense
Standard Insurance Company <i>*Current Coverage</i>	\$838.83	\$10,065.96	-
The Hartford	\$473.90*	\$5,686.80	(\$4,379.16)
Lincoln Financial Group	\$499.48	\$5,993.76	(\$4,072.20)





Housing Authority of the City of Madera

**This includes a 10% discount provided by The Hartford for bundled pricing.*

Based on the coverage amounts and pricing, HACM intends to enter into a contract with The Hartford for its Basic Life, AD&D, and LTD insurance. This would provide staff with enhanced coverage amounts, the option to purchase additional life insurance coverage beyond 1x annual salary and reduce overall agency costs.

RECOMMENDATION:

STAFF RECOMMENDS THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE INTERIM-EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT WITH THE HARTFORD.

FISCAL IMPACT:

If approved, there would be no fiscal impact, as this is already a budgeted ongoing expense.

ATTACHMENTS:

1. The Hartford Proposal to the Housing Authority of the City of Madera



**A Proposal of Employee Benefits from The Hartford for the
U.S. Employees of**

Housing Authority Of Madera

**Life, Accidental Death & Dismemberment, Short Term Disability
and Long Term Disability Insurance**

Presented by:

J.D. Ostdiek Insurance Service Inc

Proposal valid until February 1, 2024



Housing Authority Of Madera

Basic Employee Life and AD&D Option 1

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature		Description		
Benefit Schedule		1 times Earnings to a Maximum Benefit of \$90,000		
Minimum Benefit Amount		\$10,000		
Guaranteed Issue		Equal to Benefit Amount		
Benefit Reduction Schedule		35% @ 65 and 50% of Original Amount @ 70*		
Continuity Of Coverage		Enhanced		
Life Disability Provision		Premium Waiver for Lifetime if Disabled prior to 60; To age 65 if Disabled on or after 60		
Premium Waiver Elimination Period		9 Months		
Living Benefit Option (Accelerated Benefit)		12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)		
Life Portability Option		Portability Prime Including Accidental Death		
EE Port Maximum Amount		\$250,000		
EE Port Guaranteed Issue		\$250,000		
Conversion		Included		
Military Leave Of Absence Continuation		12 Weeks		
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)		Matches Basic Life Benefit		
DEFINITION OF EARNINGS - W2		Definition of earnings includes W2 - Prior One Year W2		
Employee Contribution		Non-Contributory		
Participation Requirement		100% of Eligible Employees		
Initial Rate Guarantee Period		2 Years		
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LIFE	21	\$0.123 Per \$1,000 Employee	1,039,000	\$127.80
ADD	21	\$0.03 Per \$1,000 Employee	1,039,000	\$31.17

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.



Housing Authority Of Madera

Basic Employee Life and AD&D Option 2

Class Description(s):

Class 1: All Full-time Active Employees who are Manager(s)

Full Time Eligibility: 30 hours per week

Class 2: All Full-time Active Employees Excluding Manager(s)

Full Time Eligibility: 30 hours per week

Feature			Description	
Benefit Schedule			Class 1 - Flat \$15,000 Class 2 - Flat \$10,000	
Guaranteed Issue			Equal to Benefit Amount	
Benefit Reduction Schedule			35% @ 65 and 50% of Original Amount @ 70*	
Continuity Of Coverage			Enhanced	
Life Disability Provision			Premium Waiver for Lifetime if Disabled prior to 60; To age 65 if Disabled on or after 60	
Premium Waiver Elimination Period			9 Months	
Living Benefit Option (Accelerated Benefit)			12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)	
Life Portability Option			Portability Prime Including Accidental Death	
EE Port Maximum Amount			\$250,000	
EE Port Guaranteed Issue			\$250,000	
Conversion			Included	
Military Leave Of Absence Continuation			12 Weeks	
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)			Matches Basic Life Benefit	
DEFINITION OF EARNINGS - W2			Definition of earnings includes W2 - Prior One Year W2	
Employee Contribution			Non-Contributory	
Participation Requirement			100% of Eligible Employees	
Initial Rate Guarantee Period			2 Years	
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LIFE /Composite	21	\$0.125 Per \$1,000 Employee	221,500	\$27.69
ADD /Composite	21	\$0.028 Per \$1,000 Employee	221,500	\$6.20

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.

Housing Authority Of Madera

Basic Employee Life and AD&D Option 3

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature			Description	
Benefit Schedule			2 times Earnings to a Maximum Benefit of \$150,000	
Minimum Benefit Amount			\$10,000	
Guaranteed Issue			Flat \$100,000	
Benefit Reduction Schedule			35% @ 65 and 50% of Original Amount @ 70*	
Continuity Of Coverage			Enhanced	
Life Disability Provision			Premium Waiver for Lifetime if Disabled prior to 60; To age 65 if Disabled on or after 60	
Premium Waiver Elimination Period			9 Months	
Living Benefit Option (Accelerated Benefit)			12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)	
Life Portability Option			Portability Prime Including Accidental Death	
EE Port Maximum Amount			\$250,000	
EE Port Guaranteed Issue			\$250,000	
Conversion			Included	
Military Leave Of Absence Continuation			12 Weeks	
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)			Matches Basic Life Benefit	
DEFINITION OF EARNINGS - W2			Definition of earnings includes W2 - Prior One Year W2	
Employee Contribution			Non-Contributory	
Participation Requirement			100% of Eligible Employees	
Initial Rate Guarantee Period			2 Years	
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LIFE	21	\$0.123 Per \$1,000 Employee	2,037,500	\$250.61
ADD	21	\$0.03 Per \$1,000 Employee	2,037,500	\$61.13

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.

Housing Authority Of Madera

Supplemental Employee Life and AD&D

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature	Description
Benefit Schedule	\$10,000 increments not to exceed 3 times Earnings or \$350,000
Minimum Benefit Amount	\$10,000
Combined Basic & Supplemental Life Maximum Benefit	No
Guaranteed Issue	Flat \$100,000
Benefit Reduction Schedule	35% @ 65 and 50% of Original Amount @ 70*
Continuity Of Coverage	None
Life Disability Provision	Premium Waiver for Lifetime if Disabled prior to 60; To age 65 if Disabled on or after 60
Premium Waiver Elimination Period	9 Months
Living Benefit Option (Accelerated Benefit)	12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)
Life Portability Option	Portability Prime Including Accidental Death
EE Port Maximum Amount	\$250,000
EE Port Guaranteed Issue	\$250,000
Conversion	Included
Military Leave Of Absence Continuation	12 Weeks
Suicide Exclusion	2 years
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	Matches Supplemental Life Benefit
DEFINITION OF EARNINGS - W2	Definition of earnings includes W2 - Prior One Year W2
Employee Contribution	Contributory, 100 % Employee Paid
Enrollment Type	Traditional EOI (Annual Enrollment) ²
Enrollment Form ^A	Paper
Participation Requirement	20% of Eligible Employees
Initial Rate Guarantee Period	2 Years

Housing Authority Of Madera

Rate Summary				
Coverage Category/Class	No of Lives (TBD)	Rate Basis		Monthly Premium(TBD)
LIFE		Per \$1,000 Employee Stepped		
		UNDER 25	\$0.068	
		25 - 29	\$0.055	
		30 - 34	\$0.068	
		35 - 39	\$0.102	
		40 - 44	\$0.151	
		45 - 49	\$0.247	
		50 - 54	\$0.379	
		55 - 59	\$0.534	
		60 - 64	\$0.646	
		65 - 69	\$0.933	
		70 - 74	\$1.654	
		75+	\$4.654	
ADD		\$0.03 Per \$1,000 Employee		

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.

² Assumes a scheduled enrollment period and standard evidence of insurability requirements apply for late entrants (employees who were previously eligible for coverage who did not enroll within 31 days of the date they were initially eligible) and for increases in coverage.

^A Enrollment Form or Format indicates the manner in which employees will enroll in coverage.



Housing Authority Of Madera

Supplemental Dependent Life and AD&D

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature			Description	
Spouse Benefit Schedule			\$5,000 increments to \$ 100000 not to exceed 100% of the Employee Elected and Approved Supplemental Life Insurance.	
Spouse Guaranteed Issue			Flat \$25,000	
Living Benefit Option (Accelerated Benefit)			None	
Child Benefit Schedule			Live Birth to 6 months - \$500 ; 6 months to 25 - \$10,000	
Student Extension To Age			25 Years	
Waiver Of Dependent Premium			Included. Applies if Employee Qualifies for Premium Waiver	
Life Portability Option			Portability Prime Including Accidental Death	
SP Port Maximum Amount			\$50,000	
SP Port Guaranteed Issue			\$50,000	
CH Port Maximum Amount			\$10,000	
Conversion			Included	
Suicide Exclusion			2 years	
SPOUSE ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)			Matches Spouse Supplemental Dependent Life Benefit	
CHILD ACCIDENTAL DEATH & DISMEMBERMENT			Matches Child Supplemental Dependent Life Benefit	
Rate Summary				
Coverage Category/Class	No of Lives (TBD)	Rate Basis	Volume(TBD)	Monthly Premium(TBD)
LIFE		Per \$1,000 Spouse/Domestic Partner Step		
		UNDER 25 \$0.088		
		25 - 29 \$0.071		
		30 - 34 \$0.087		
		35 - 39 \$0.132		
		40 - 44 \$0.195		
		45 - 49 \$0.319		
		50 - 54 \$0.49		
		55 - 59 \$0.691		
		60 - 64 \$0.837		
		65 - 69 \$1.207		
		70 - 74 \$2.14		
		75+ \$6.022		
LIFE		\$0.069 Per \$1,000 Child		
ADD		\$0.03 Per \$1,000 Spouse/Domestic Partner		
ADD		\$0.03 Per \$1,000 Child		

Housing Authority Of Madera

Short Term Disability

This Plan will Supplement Statutory Coverages in CA.

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature			Description	
Plan Type			Fully Insured	
Benefit Schedule			66 2/3% of Weekly Earnings	
Maximum Benefit Amount			\$2,000 Weekly	
Minimum Weekly Benefit			Flat \$25	
Day Injury Benefit Commences			8th day	
Day Sickness Benefit Commences			8th day	
Benefit Duration			12 Weeks	
First Day Hospital			Not Included	
Definition Of Disability			Includes Disabled and Working Disability Benefit	
Disabled And Working Benefit Formula			Standard	
Benefit Commencement Option			Included (Can satisfy Benefit Commence Period with days of Total or Disabled and Working)	
Coverage Basis			Non-Occupational	
Coverage Continuation During Family Medical Leave			Not Included	
Employer Participates In Worker's Compensation			Yes	
DEFINITION OF EARNINGS - W2			Definition of earnings includes W2 - Prior One Year W2	
Offset Salary Continuation/Sick Leave			Dollar for Dollar	
Employee Contribution			Non-Contributory	
Initial Rate Guarantee Period			2 Years	
Participation Requirement			100% of Eligible Employees	
FICA Match Service			Included	
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
STD	21	\$0.039 Per \$10 Of Weekly Benefit	13,435.92	\$52.40

Housing Authority Of Madera

Long Term Disability

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature			Description	
Benefit Percentage			60%	
Maximum Monthly Benefit			\$10,000	
Minimum Monthly Benefit			Greater of \$100 or 10%	
Elimination Period			90 Days	
Benefit Duration			ADEA 1 with Social Security Normal Retirement Age*	
Definition Of Disability			2 Years Own Occupation	
Earnings Loss during Elimination Period			Not Required	
Return To Work Incentive Applies			Yes	
Integration Method			Direct	
Social Security Offset			Family	
Pre-Existing Condition Limitation			Look-back/Insured 3/12 months	
Takeover Provision			No Loss/No Gain	
Mental Illness Limitation			24 Month Outpatient	
Substance Abuse Limitation			24 Month Outpatient	
Specified Condition Limitation			None	
Family Care Credit			Included	
Workplace Modification Benefit			Not Included	
Rehabilitation Participation Requirements			Not Included	
Recommended Treatment Requirements			Included	
Survivor Income Benefit Option			3 Times Last Monthly Net Benefit	
Employer Participates In Worker's Compensation			Yes	
DEFINITION OF EARNINGS - W2			Definition of earnings includes W2 - Prior One Year W2	
Employee Contribution			Non-Contributory	
Participation Requirement			100% of Eligible Employees	
FICA Match Service			Included	
Initial Rate Guarantee Period			2 Years	
Ability Any Occupation Earnings Test			60%	
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LTD	21	\$0.423 Per \$100 Of Covered Salary	86,899	\$367.58

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this cutback schedule complies with ADEA guidelines

Qualifications and Assumptions

With this rate structure the employer may be electing to partially support employer paid coverages with the rate for the employee paid coverages. This means that premiums paid for one coverage may cover the cost of another coverage under the Plan. When we quote rates with such partial support between the employee paid and employer paid coverages we do so with the understanding that the employer and employee coverages are part of a single ERISA plan sponsored by the employer and that the employer has determined that the rate structure is consistent with information provided to employees and with its ERISA obligations. If this understanding is not accurate, please contact us.

Age Reduction: The employer is responsible for making sure that the offer of insurance to employees under its Benefit Plans complies with the Age Discrimination in Employment Act (ADEA). This quote may include reduced coverage for older workers based on age reduction tables. The Hartford offers a variety of age reduction tables so employers can choose the ones that work best in their Benefit Plans. Please consult your legal counsel to determine whether ADEA applies to your Benefit Plans and, if so, whether your Benefit Plans comply with ADEA and other applicable laws.

The following are assumptions upon which this proposal is based:

1. The effective date of this case will be February 1, 2024.
2. Proposal and rates are valid until February 1, 2024.
3. Rates assume a SIC code of 9531.
4. Quote assumes a Situs State of CA. Hartford standard filed contract language applies. State filings or specially drafted contract language is not assumed in the quoted rates.
5. Assumes employees must be actively-at-work on the effective date and the deferred effective date provision applies.
6. The enrolled census information must include coverage election amounts, and be within 10% of the census data used to develop this quote.
7. The Hartford reserves the right to re-price:
 - if the sold plan design differs from the proposed/quoted plan design
 - for changes in State or Federal Insurance regulations
 - if a material misstatement of the information provided in the RFP, bid specifications, claim experience, or plan of benefits is discovered post-sale
 - if the quoted minimum enrollment threshold is not met
8. The Hartford reserves the right to change the plan to comply with state mandated benefits, including charging additional premium for such changes, if applicable.
9. If any contributory lines of coverage are sold, a 60-day Grace Period will apply to all lines of coverage. If only non-contributory lines of coverage are sold, a 60-day Grace Period will apply.
10. The Minimum Life Benefit stated represents the minimum benefit before the application of Age Reduction Provisions.
11. Assume case is not a Sovereign Nation or Union Group.
12. Assumes Military Leave of Absence is 12 weeks.
13. The Hartford assumes no liability to extend coverage under severance agreements unless reviewed and approved by underwriting in advance.
14. Contract language and standard benefits approved by The Hartford will be used for all insured contract and employee booklet communication material.

Housing Authority Of Madera

15. The Disability definition of earnings includes Base Annual Earnings, Pre-Disability Earning and Definition of Earnings. Overtime pay and target income is not included.
16. The Hartford's standard policyholder reporting package and frequency applies.
17. We assume all eligible employees are U.S. citizens or U.S. residents, working in U.S. locations.
18. We assume the company has been in business for at least 2 years.
19. Assumes claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
20. Late entrants are required to provide Evidence of Insurability to enter into the plan at any coverage level/amount, unless otherwise noted.
21. Assumes the plan of benefits is subject to ERISA regulations.
22. The employer pays the cost of Non-Contributory Long Term Disability coverage on a pre-tax basis.
23. The employer pays the cost of Non-Contributory Short Term Disability coverage on a pre-tax basis.
24. Definition of earnings is reflected in the salary amounts provided on the census.
25. Employees are required to complete Hartford Enrollment forms.
26. Employees are required to complete Hartford Beneficiary designation forms.
27. The Hartford assumes no liability to extend coverage under severance agreements.
28. We assume no liability or coverage for any existing disabled persons.
29. Initial and Annual enrollment must be completed no later than 30 days before the Effective Date of Coverage.
30. Coverage for Retirees is not included.
31. Quote assumes that Life rates may or may not straddle the IRS Table I Uniform Premium Table rates. Upon Employer request, The Hartford can provide rates that do not straddle Table I. The Hartford does not provide tax advice and The Hartford recommends that the employer consult with its tax counsel/adviser with respect to any imputed income issues associated with rates that straddle the Table.

Deviations

Our proposal reflects our standard product and, consequently, may deviate from the features and/or plan designs that you requested. Accordingly, please review our proposal carefully, as we have not identified specific areas where our proposal deviates from your request. Please note that this proposal does not constitute a final offer or agreement, and it is only a summary of the benefits offered to your company.

The rates and costs shown in this proposal are based on the information provided. Rates may be affected by the actual enrollment (and transferred business information) provided. Please consult with the Producer regarding all terms and conditions in this proposal.

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Please note the following descriptions that further explain some of our benefits and features. The descriptions are based on our Standard Language. The benefits shown below are available in most states, however, please be aware that state variations may apply.

General:

Customer Support and Online Self-Service Capabilities

We're committed to providing best-in-class service to our customers and their employees. That's why we offer online capabilities designed to save time and make it easier to manage your group benefits.

Employer Portal

Our employer portal is a secure, mobile-responsive site where employers can quickly obtain plan information and transact business to help reduce administrative burden. We continually work to enhance the site's capabilities to make it more responsive to your needs. Through our portal, you are able to access such features as:

- Electronic billing
- Reports (available in either PDF or Excel)
- Medical underwriting status for evidence of insurability
- Claim status inquiry
- Booklets
- Administration kits with forms specific to your coverage(s)

Employee Portal

Our employee portal is a secure, mobile-responsive site where employees can manage their claims, payment information and more. Your employees can access this site at any time to:

- Submit disability claims and leave of absence requests.
- View claim and payment status.
- Check their medical underwriting status for evidence of insurability.
- File an STD claim in place of telephonic submission (if your plan offers this coverage).
- Start an LTD claim.
- Upload and view documents from mobile or desktop.
- Registered users can access forms specific to your plan's coverage(s).
- Obtain information on coverage overviews and frequently asked benefit questions.
- Enroll in direct deposit for their claim payments.
- Manage their preference for alerts/notifications – email and text.

Additional Support from our Customer Solutions Center

Questions or services that cannot be handled online can be addressed by our Customer Solutions Center. Our skilled representatives, who are familiar with your case, are available Monday through Friday from 8 a.m. to 8 p.m. EST at 1-800-523-2233 and provide support to new and existing customers.

Local Service Representatives

If our Customer Solutions Center representatives can't assist you with your request, they'll be glad to put you in touch with a local service representative.

Voluntary Enrollment Services

A Hassle Free Enrollment Process to Maximize Employee Participation

As benefit costs continue to rise and consume a larger portion of a company's budget, voluntary coverage enhances an employer's group plan at no additional cost to the employer.

The Hartford is committed to making it as easy as possible to communicate information on your plan and the associated cost to your employees. Our goal is to engage employees so they fully understand the benefits offering and make it easy for them to enroll. To accomplish this, The Hartford will prepare enrollment packages for employees that include:

- Benefits information (brochures and tools) to help employees understand their potential needs and how these offerings can help them make an educated decision.
- Benefit Highlight Sheets that describe plan provisions in more detail to help explain product offerings.
- Personalized Enrollment Forms for each employee. These simple forms show the price (payroll deduction amount) of coverage based on the employee's salary and age.

We support voluntary plans with a complete package of enrollment communication materials. To simplify the employee's purchase decision, we can provide each employee with a personalized enrollment form that outlines his or her coverage choices and costs. This service is offered at no charge to employers.

To help ensure a hassle-free enrollment process and to maximize participation, The Hartford will work with you to:

- Develop an enrollment strategy to maximize employee participation levels that best fits this case.
- Identify the appropriate tools that will support the enrollment strategy. (e.g. WebEx meetings; conference call meetings employee-focused marketing materials)
- Create an eligible census that allows us to produce a detailed and personalized enrollment package for each employee.
- Identify the enrollment period that is convenient for you and provides us time to sufficiently manage the post-enrollment process.
- Identify post enrollment communication needs (e.g. tabulating enrollment results and transferring results back to Employer electronically showing the coverage elections and related payroll deduction amounts)

Housing Authority Of Madera

Enrollment Type Options Available:

“Options to meet your needs.”

We have the ability to support voluntary plans with a variety of enrollment type options. If you would like to hear more about a particular option and how it may work with your program, please contact your Hartford Representative.

No Enrollment - This enrollment type has no scheduled enrollment period. Employees enrolled in the previous carrier's plan transition to The Hartford's plan on a no loss no gain basis. "Enrollment" into the plan is typically offered to new hires only as defined in the plan document. Standard evidence of insurability (EOI) requirements apply for late entrants (employees who were previously eligible for coverage who did not enroll within 31 days of the date they were initially eligible) and for increases in coverage.

Traditional (EOI) - This enrollment type has a scheduled enrollment period and standard evidence of insurability (EOI) requirements apply for late entrants (employees who were previously eligible for coverage who did not enroll within 31 days of the date they were initially eligible) and for increases in coverage.

Modified Open Enrollment - *Note: This option is only offered on Supplemental Life.* This enrollment type allows all eligible employees to enroll for a "limited" benefit amount (typically "one" additional increment of coverage). Employees not currently enrolled may elect the first available (most conservative) increment of coverage. Employees currently enrolled may elect one additional increment of coverage. Plan Guarantee Issue limits and maximums apply.

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Life:

Common Notice

When employees are Disabled, our Waiver of Premium benefit allows them to continue their life insurance coverage without premium payment. In addition, we provide a value-added service called Common Notice. This service initiates a Life Waiver of Premium claim at the appropriate time when an insured employee is receiving benefits under a disability plan provided by The Hartford. Common Notice eliminates the need to file a separate life Waiver of Premium claim, which helps ensure an employee's group life protection is maintained during a Disability.

Living Benefit Option (Accelerated Benefit)

The Living Benefits Option (LBO) allows the employee to elect to receive an accelerated payment of a portion of the life insurance benefit when a covered person (may include employee or employee and dependent) is diagnosed as terminally ill with a 12 Months life expectancy. The employer determines applicable life expectancy and whether the benefit applies to dependent coverage.

We will pay up to 80% of the terminally ill individual's Group Term Life benefit as long as he or she has a minimum life coverage amount of \$10,000 and has not exceeded the maximum age, if any, described in the contract. LBO pays a minimum of \$3,000 and a maximum of \$250,000. Accelerated funds are paid to the employee with no restrictions on how they may be used; the remaining death benefit is then payable to the beneficiary.

Portability Prime Including Accidental Death

Portability allows employees to continue voluntary and/or basic life insurance protection for themselves and their families when the employee changes jobs. Portability Prime Including Accidental Death is included at no additional cost to the Employer. Terminated employees who elect Portability pay for the cost of this benefit.

Offered at group rates, this is an affordable way for many terminating employees to continue to be protected with life insurance. A medical exam may be required. The employee may elect coverage continuation equal to 100 percent, 75 percent, or 50 percent of their current life insurance, subject to an overall maximum of \$250,000, or employee plan max benefit. Continued coverage of spouse and dependent children is also available, subject to maximum amounts of \$50,000 and \$10,000 respectively. This Portability option is available to terminating employees who have not reached age 85. Coverage may continue to age 99 with a reduction at age 65, 70, 75 to 35 percent and age 80,85,90,95 to 25 percent of the original amount.

* The Basic Life Portability maximum is displayed if offered on both Basic Life and Supplemental Life.

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Safe Haven

The Hartford's Safe Haven program is available for group life or accidental death claims(s) of \$10,000 or more, which are payable to a single or multiple beneficiaries. The beneficiary elects that the proceeds be distributed through the program in lieu of a lump sum check for the full death benefit amount.

Safe Haven is intended to provide customers with a convenient means for paying immediate needs. This allows the beneficiary time to decide how to use the remaining balance of their insurance proceeds during a time when making financial decisions may be difficult. Proceeds are available to use right away to pay bills, make purchases, receive cash, reinvest or make other financial transactions. Here's how it works:

- The beneficiaries can write as many drafts each month as they wish, at any time and for any reason - just as they might write a check.
- The draft book can be used immediately for any expenses the beneficiaries incur and in any dollar amount - up to and including the full balance, plus interest.
- Interest on the proceeds are compounded daily and credited to the account the last day of each month. The interest rate is determined by The Hartford. For interest earned equal to \$10 per year or greater, a form 1099-INT will be provided annually.
- For accurate reporting, statements summarizing activity are mailed quarterly, or monthly if a new transaction other than earned interest posts to the account.
- The Safe Haven Program does not charge any fees against the account.

Hartford Life Care Advocate will contact the beneficiary at point of claim to provide information regarding our Safe Haven program. If benefits are payable at time of initial claim review, the Life Care Advocate will advise of the benefit amount and expected delivery date, alleviating a major stress point. If a beneficiary has questions or concerns a Life Care Advocate is available to assist and provide their expertise.

With Safe Haven, insurance proceeds are held in our general account and payments are based on the claims-paying ability of Hartford Life and Accident Insurance Company. The Hartford will earn investment income on Safe Haven assets. The difference between the investment income earned on the Safe Haven assets and the interest credited to customers participating in the Safe Haven program will provide Hartford with a profit and cover expenses we incur. The Hartford in its sole discretion determines the credited interest rate.

Safe Haven is not intended to be a long-term investment vehicle. Safe Haven is not a bank account and as such, Safe Haven assets are not insured by the Federal Deposit Insurance Corporation. Nor are they backed or guaranteed by any federal or state government agency.

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Suicide Exclusion

A Suicide Exclusion is included on Supplemental Life insurance for employees and dependents to help protect the employer's experience from unanticipated losses. It applies only to elected coverage amounts which became effective within two years of the date of death, and the two year period includes the time coverage was in force under the prior group life policy.

Life Disability Provision

Any covered employee who becomes Disabled before age 60 is eligible for continued employee life insurance, without payment of premium, while the employee remains continuously Disabled. Such coverage can last for the employee's lifetime, should the employee remain Disabled. Any covered employee who becomes Disabled between ages 60-65 is also eligible for continued employee life insurance, without payment of premium, while the employee remains continuously Disabled. Such coverage can last until the employee reaches age 65, should the employee remains Disabled. Premium is required until the employee is approved for coverage.

Employees are considered Disabled if they are unable to engage with reasonable continuity in their own occupation for 24 months after the date of disability. Beyond the initial 24 month period the employee is considered Disabled if, due to the same injury or sickness, they are unable to engage with reasonable continuity in any occupation in which they could reasonably be expected to perform satisfactorily in light of their age, education, training, experience, station in life and physical and mental capacity. If Living Benefit Option is included, employees will also be considered Disabled if they meet the definition of Terminally ill in the certificate.

Enhanced Employee Continuity of Coverage

This language addresses concerns about employees losing coverage in takeover situations simply because the carrier changes. It is available when we are replacing a policy with Premium Waiver. Enhanced Continuity of Coverage extends coverage to employees who were insured under the prior policy on the day before our Policy Effective Date, whether or not they were actively at work on that last day.

Coverage under this provision continues until the first of the following,

- The date the employee returns to work as an Active Full-Time Employee;
- The last day of a 12-month period following our Policy Effective Date;
- The last day the employee would have been covered under the prior policy had the prior policy not terminated; or
- The date insurance terminates for one of the reasons stated in the Termination Provisions.

The Amount of Coverage provided is equal to,

- The lesser of the amount under the prior policy or the amount under our policy
- Reduced by any amount in force, paid or payable under the prior policy; or which would have been payable if timely election had been made.

Housing Authority Of Madera

AD & D

AD&D Standard Package	
Under our Standard Accidental Death and Dismemberment Benefit package, we provide payment of benefits if the following Losses occur within 365 days of the Accident. Subject to state availability, the following benefits are included:	
Loss of Life (Including Exposure and Disappearance)	100% of Principal Sum
Loss of Both Hands or Both Feet or Sight of Both Eyes	100% of Principal Sum
Loss of One Hand and One Foot	100% of Principal Sum
Loss of Speech & Hearing in Both Ears	100% of Principal Sum
Loss of Either Hand or Foot and Sight of One Eye	100% of Principal Sum
Loss of Either Hand or Foot	50% of Principal Sum
Loss of Sight of One Eye	50% of Principal Sum
Loss of Speech or Hearing in Both Ears	50% of Principal Sum
Loss of Thumb & Index Finger of Either Hand	25% of Principal Sum
Seat Belt and Air Bag Benefit	<p>Seat Belt - 10% of Principal Sum to a maximum of \$10,000 Air Bag - additional 5% of Principal Sum to a maximum of \$5,000, if seat belt also used.</p> <p>Minimum Benefit - If it cannot be determined that the injured person was wearing a Seat Belt at the time of the Accident, a Minimum Benefit of \$1,000 will be payable.</p> <p>If a covered individual sustains an Injury payable under the Accidental Death and Dismemberment Benefit, we will pay an additional Seat Belt Benefit if the injury occurs while riding in or driving a Motor Vehicle and wearing a Seat Belt.</p> <p>If a Seat Belt Benefit is payable, we will pay an additional Air Bag Benefit, if the individual was positioned in a seat with a factory installed Air Bag, and was properly strapped in the Seat Belt when the Air Bag inflated.</p>

Housing Authority Of Madera

Repatriation Benefit	<p>The lesser of:</p> <ul style="list-style-type: none"> • 5% of Principal Sum; • \$5000; or • the actual expense incurred for preparation and transportation of the body for burial or cremation. <p>If a covered individual dies and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay an additional benefit if death occurs outside of the state or country of permanent residence.</p>
Loss of Movement	<p>Quadriplegia*-100% of Principal Sum Triplegia*-75% of Principal Sum Paraplegia*-75% of Principal Sum Hemiplegia*-50% of Principal Sum Uniplegia*-25% of Principal Sum</p> <p>If any of these Losses occur as the result of an Injury, the described benefit is payable. Loss of movement of Limbs means that movement is completely lost and is irreversible.</p> <p>* Quadriplegia- Loss of movement of both upper and lower Limbs * Triplegia- Loss of movement of three Limbs * Paraplegia- Loss of movement of both lower Limbs * Hemiplegia-Loss of movement of both upper and lower Limbs on one side of the body * Uniplegia- Loss of movement of one Limb</p>
More than one of the above Losses resulting from the same Accident	<p>The lesser of:</p> <ul style="list-style-type: none"> • Principal Sum; or • Sum of each Benefit payable
Exposure and Disappearance	<p>We will pay the Principal Sum if the insured suffers a loss of life due to being exposed to the elements due to forced landing, stranding, sinking or wrecking of a conveyance in which the insured was an occupant at the time of the accident. We will presume an insured suffered a loss of life if their body has not been found within one year after a covered accident involving the disappearance of a conveyance in which the insured was an occupant at the time due to accidental forced landing, stranding, sinking or wrecking.</p>

Housing Authority Of Madera

AD&D Enhancement Package - Option 1A

With our AD&D Enhancement Package Option 1A, the following **additional benefits** are included. The benefits described below are available in most states, however, please be aware that there are state variations.

Child Education Benefit

Lesser of:

- 2.5% of Principal Sum or
- \$2,500;

payable for each dependent who qualifies.

Minimum Benefit - If no dependent qualifies, will pay \$1,250 in accordance with the beneficiary designation.

Maximum of 1 Child Education Benefit per Student during a school year and a maximum of 4 Education Benefits per Student.

If a covered Employee dies and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay an additional benefit for each dependent child who qualifies as a Student. The child must be a full-time post-high school student on the date of death or become such, within 1 year of the death.

Day Care Benefit

Lesser of:

- 2.5% of Principal Sum or
- \$2,500;

payable annually for each qualifying dependent.

Minimum Benefit - If no dependent qualifies, will pay \$1,250 in accordance with beneficiary designation.

Maximum of 4 benefits for each dependent who qualifies.

If a covered Employee dies and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay an additional benefit for each dependent child who is less than age 7 on the date of death and is enrolled in or will be enrolled in a Day Care Program within 365 days.

Housing Authority Of Madera

Rehabilitation Benefit	<p>Lesser of:</p> <ul style="list-style-type: none">• 2.5% of Principal Sum or• \$2,500; or• the actual expense incurred for a Rehabilitative Program. <p>If a covered Employee sustains an Injury, other than Loss of life, which is payable under the Accidental Death and Dismemberment Benefit, we will pay an additional benefit to help prepare the injured person for an occupation for which he or she was not previously trained.</p> <p>Training expenses must be incurred within one year of the accident.</p>
Spouse Education Benefit	<p>Lesser of:</p> <ul style="list-style-type: none">• 2.5% of Principal Sum or• \$2,500; or• the expense incurred for Occupational Training. <p>Minimum Benefit - If there is no surviving spouse, we will pay \$1,250 in accordance with beneficiary designation.</p> <p>If a covered Employee dies and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay an additional benefit to the surviving spouse for Occupational Training.</p> <p>Training expenses must be incurred within one year of the Employee's death.</p>
Adaptive Home & Vehicle Benefit	<p>Lesser of:</p> <ul style="list-style-type: none">• 2.5% of Principal Sum or• \$2,500; or• the actual one-time cost of alterations. <p>If a covered Employee sustains an Injury, other than Loss of life, which is payable under the Accidental Death and Dismemberment Benefit, we will pay an additional benefit to help make the residence and/or automobile more accessible.</p> <p>Expenses must be incurred within two years of the accident.</p>

Housing Authority Of Madera

Long Term Disability:

Definition of Disability

The Hartford's enhanced Ability Long Term Disability contract is built on the Hartford's *Ability* philosophy, a belief in the desire of disabled employees to lead active, independent lives.

Definition of "Disability"

A Loss of Earnings is not required to satisfy the plan Elimination Period. Disability Benefits are payable when a claimant is prevented from performing one or more of their Essential Duties and a Loss of Earnings. If, at the end of the Elimination Period, a claimant still has only a Loss of Duties, we will extend the Elimination Period for up to 12 months from the Date of Disability.

We are one of a few carriers offering such an "and/or" definition of disability, and it offers a unique and powerful complement to our Ability Philosophy. Effectively utilizes an "or" definition of disability during the elimination period, allowing a claimant to attempt to return to work without the fear of delaying the satisfaction of the elimination period. Benefits will be paid when a claimant needs it the most, when they have suffered both a loss of duties and a loss of income. The language will allow an employer the flexibility to extend the elimination period, for up to 12 months from original date of disability, through their decision to continue a disabled employee at their pre-disability earnings level. It more effectively supports a return to work focus for both employers and employees.

Housing Authority Of Madera

Benefit Duration

The Benefit Duration is the maximum time for which we pay benefits. Depending on the schedule selected and the age at which disability occurs, the maximum duration may vary.

Age Disabled	Benefits Payable - Elimination period less than 180 days - 1A
Prior to Age 63	To Normal Retirement Age or 48 months if greater
Age 63	To Normal Retirement Age or 42 months if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by the date of birth as follows:

Year of Birth	Normal Retirement Age
1937	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

Housing Authority Of Madera

Family Care Benefit

This benefit is available to help a claimant with family care expenses while he or she is participating in a rehabilitation program. The allowable expenses are treated as a deduction from earnings for purposes of calculating the monthly benefit payable. The maximum monthly family care credit allowed for each qualifying child or family member is \$350 during the first 12 Months of the rehabilitation program and \$175 thereafter, not to exceed \$2500 in a calendar year. The benefit is built into the coverage at no additional cost, and is designed to decrease as the employee's earnings increase.

Job Offered but Refused

In determining benefits payable, the amount of potential income from a job offered by the employer, or another employer, will be considered as earned income, even if the offer is refused. This encourages claimants to utilize return-to-work opportunities.

Pre-existing Condition Limitation(Non Contributory)

This limitation applies to the following conditions:

An employee received medical treatment, care or services or took prescribed medication for a diagnosed condition in the 3 consecutive months just prior to the effective date of coverage.

No benefits are payable for a disability resulting from such a condition until the employee has been covered for 12 consecutive months.

Recommended Treatment Requirement

Benefit payments will terminate if the claimant refuses to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition. This language also encourages claimants to participate in programs and treatments that can help them return to work and achieve independence. (This is not applicable in New Jersey.)

Return to Work

This incentive allows employees who return to work while disabled to receive up to 100% of pre-disability earnings for the first 12 months after they return to work. This encourages employees to return to full-time work as soon as possible.

Any Occupation Earnings Test

When the Disability Definition moves to the Any Occupation definition, The Hartford will base the determination of Disability on the claimant's ability to work in an occupation that matches his or her education, training or experience and also has an earnings potential equal to or greater than the product of his or her Pre-disability Earnings and the Disability Benefit percentage (or equal to or greater than the Maximum Monthly Benefit, if lower).

Housing Authority Of Madera

Survivor Income Benefit

If an employee dies while receiving disability benefits, a benefit will be paid to the spouse or child(ren) of the employee. This is a way of providing eligible survivors with valuable financial help when the loss of the insured family member occurs.

Workplace Modification

Workplace Modification provides reimbursement to the employer for the expense of reasonable modifications made to a workplace to accommodate an employee's disability and return him/her to active full-time employment.

Self-Reported or Subjective Illness Limitations

This Hartford LTD contract does not contain contract wording to limit self-reported or subjective illnesses. We handle claims for these conditions the same way we handle all claims – by focusing on functionality instead of the diagnosis.

FICA Match Service

The Hartford will match and pay a Long Term Disability policyholder's share of FICA taxes on benefits paid to disabled employees. We will also prepare all necessary Long Term Disability W-2 forms at year-end.

Housing Authority Of Madera

Short Term Disability:

Definition of Disability
Disabled and Working Benefit, which is standardly included in the plan, allows benefits to be payable to a claimant that meets the definition of disability while working. If the Benefit Commencement Option is not included, the claimant is required to be totally disabled during the waiting period in order for benefits to commence. If the Benefit Commencement Option is included, the claimant can satisfy the waiting period with days of Total Disability or days of disability while working.

FICA Match Service
The Hartford will match and pay a Short Term Disability policyholder's share of FICA taxes on benefits paid to disabled employees. We will also prepare all necessary Short Term Disability W-2 forms at year-end.

The Hartford's *Rewarding Returns* Service – Return to Work (RTW) Support

When an employee is out of work due to an illness or injury, their absence impacts the organization in many ways. Employers with effective return-to-work programs provide opportunities to safely ease the recovering employee back into the workplace. A return-to-work philosophy is a win-win for both the employer and the employee. The employer may see reduced lost time costs, improved workplace productivity, shorter STD durations and improved LTD experience. The employee may benefit from shorter recovery time, improved morale and an increased feeling of being valued by the organization.

While most employers recognize the positive aspects of effective return-to-work efforts, they may need help and support in developing a process or program to do so. In response, we designed RTW support services, called Rewarding Returns, which is customized to the unique needs of each employer.

Our Rewarding Returns service provide employers with tools, sample documents and guidance so they can develop formalized and sustainable return-to-work practices.

Toolkit includes:

- Sample RTW Policy: Provides a template and suggestions for the employer's internal policy or program.
- Sample RTW Project Plan: Outlines key activities and milestones to be considered in formalizing RTW.
- Sample Communications: Directed to employees to reinforce the employer's commitment to return-to-work assistance.
- Sample Medical Provider Note: Offered to engage the medical provider in RTW collaboration.
- Sample Transitional Work Plan: Can be used as a "mini-contract" with the employee to clearly state the parameters of the RTW or transitional work option.
- Sample Manager's Training: Educate the employer stakeholders on the purpose and value of RTW considerations.

Our toolkit is combined with individualized consultative services provided by an industry professional, skilled in employer guidance and disability management. RTW consultation is available to help the employer determine the scope of their work efforts, prioritize decisions and activities, gain industry best practices and learn about peer companies' experiences to help customize their programs. Our comprehensive approach to RTW helps employers become effective RTW partners, which benefits everyone involved in the disability management arena.

To learn more about these services, please contact your Hartford representative who can connect you with The Hartford's RTW Consultant.

Housing Authority Of Madera

Additional Services:

Life Additional Services:

Funeral Concierge Services¹ A service that helps guide employees through key decisions before a loss, including help comparing funeral-related costs. After a loss, this service includes family advocacy and professional negotiation of funeral prices with local providers-often resulting in significant financial savings. In addition, Express Pay is a service that provides Beneficiaries benefits within 48 hours. It honors Funeral Home assignments within 48 hours.

Estate Guidance^{®2} (online will preparation) A service that helps employees protect their family's future by creating a customized and legally binding online will. Online support is also available from licensed attorneys, if needed.

Ability Assist^{®2} Counseling Services Employees receive professional counseling for financial, legal and emotional issues, 24/7/365. Includes unlimited phone access and three face-to-face sessions per year. Services are also available to spouses and dependent children.

HealthChampion^{SM2} Health Care Support Services A service that offers unlimited access to Benefit Specialists and nurses for administrative and clinical support to address medical care and claims concerns. Service includes: claim and billing support, explanation of benefits, cost estimates/fee negotiation, information related to conditions and available treatments, and support to help prepare for medical visits.

Beneficiary Assist^{®2} Services that provide compassionate expertise to help employees or their loved ones cope with emotional, financial and legal issues that arise after a loss. Includes unlimited phone contact with professionals, as well as five face-to-face sessions*. Health ChampionSM is available for those employees that are terminally ill.

*California residents are limited to three prepaid behavioral health counseling sessions in any six-month period. Except for acute emergencies and other special circumstances, additional sessions for California employees are available on a fee-for-service basis.

¹ Funeral Concierge Services are offered through Everest Funeral Package, LLC (Everest). Everest is not affiliated with The Hartford and is not a provider of insurance services. Everest and its affiliates have no affiliation with Everest Re Group, Ltd., Everest Reinsurance Company or any of their affiliates.

² EstateGuidance[®], Ability Assist[®], Beneficiary Assist[®] and Health ChampionSM services are provided through The Hartford by ComPsych[®], the largest provider of employee assistance programs, managed behavioral health, work/life and crisis intervention services. For more information on ComPsych, visit www.compsych.com. ComPsych is not affiliated with The Hartford and is not a provider of insurance services.

The Hartford is not responsible and assumes no liability for the goods and services described in this material and reserves the right to discontinue any of these services at any time. Services may vary and may not be available in all states. Visit <https://www.thehartford.com/employee-benefits/value-added-services> for more information.

Housing Authority Of Madera

Ability Assist®

Ability Assist®¹ Counseling Services Employees receive professional counseling for financial, legal and emotional issues, 24/7/365. Includes unlimited phone access and three face-to-face sessions per year. Services are also available to spouses and dependent children.

HealthChampion^{SM1} Health Care Support Services A service that offers unlimited access to Benefit Specialists and nurses for administrative and clinical support to address medical care and claims concerns. Service includes: claim and billing support, explanation of benefits, cost estimates/fee negotiation, information related to conditions and available treatments, and support to help prepare for medical visits.

Enhanced Ability Assist®¹ Option

This option is available for employees and their dependents not covered or enrolled in The Hartford's Disability program(s). Services can be provided to these employees for an additional fee of \$0.84 per employee per month.

Ability Assist and Health Champion disclosures: Services are offered through The Hartford, however, all services are provided by ComPsych. Neither ComPsych nor Hartford is responsible or liable for care or advice rendered by any referral resources. All benefits are subject to the terms and conditions of the policy.

¹Ability Assist®, Enhanced Ability Assist®, and Health ChampionSM are offered through The Hartford by ComPsych®. ComPsych is not affiliated with The Hartford and is not a provider of insurance services.

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Housing Authority Of Madera

Travel Assistance and Identity Theft Support Services

Travel Assistance and Identity Theft Support Services^{1,2}

The best laid travel plans can go wrong, leaving travelers vulnerable and potentially unable to find the right help. When the unexpected happens far from home, it's important to know whom to call for assistance. The Hartford offers Travel Assistance services when traveling more than 100 miles from home and for 90 days or less. Services include:

- Medical assistance: world-wide medical referrals, medical monitoring, prescription transfer, replacement of medical devices & corrective lenses and much more.
- Emergency transports: medical repatriations & evacuations, repatriations of mortal remains and much more.
- Other travel services: pre-trip information, lost luggage/document assistance, legal referrals and much more.

Identity Theft Support services provide 24/7/365 assistance that includes education on how to prevent theft and help on the steps to take once a theft has occurred. To determine if theft has occurred, caseworkers will assist with reviewing credit information. If theft has occurred, caseworkers will assist with notifying the major credit bureaus, assist with completing an identity theft affidavit, help with replacing credit/debit cards and more.

¹Travel Assistance and Identity Theft Support services are offered through a vendor which is not affiliated with The Hartford. These services are not insurance. The Hartford is not responsible and assumes no liability for the goods and services described in this material and reserves the right to discontinue any of these services at any time. Services may vary and may not be available in all states.

²These services are only offered with The Hartford's Life and Long-term Disability insurance contracts.

Housing Authority Of Madera

Commissions and Other Payments to Producers

Note to Producers: In 2015, we changed the way that we administer flat commissions. Flat commissions continue to be an alternative to graded commissions. For all proposals with a flat commission, the policyholder must receive the services listed in Schedule C or E of the Group Insurance Producer Agreement, which are available to you on our website <http://thehartford.com/group-benefits-producer-compensation> and on the Producer View website at www.ProducerView.com.

The Hartford compensates producers for the sale and service of our products. In most cases, producers are paid a Commission, which is either a graded or fixed flat percentage of the premium and is incorporated into the premium rate(s). In addition, producers may be eligible for various types of Other Payments. Other Payments are incurred as general operating expenses of The Hartford and will not be directly charged to any policy issued as the result of this quote.

Commissions and certain Other Payments are paid pursuant to the Hartford's Group Insurance Producer Agreement ("GIPA"). Quotes based on fixed or flat percentage Commissions reflect services provided by the producer to the policyholder. We rely on the producer to determine that these Commissions are supported by services described in the GIPA. The Hartford reports Commissions and Other Payments on the annual Schedule A Worksheet provided to policyholders in accordance with applicable law.

For additional information regarding eligibility for Commissions and Other Payments and terms and conditions relating thereto, please review our website <http://thehartford.com/group-benefits-producer-compensation> or contact your Hartford representative. Producers may also access the GIPA on Producer View.

Commissions:

All Lines: Schedule C Flat 15.0%

Housing Authority Of Madera

The Hartford Financial Services Group, Inc., (NYSE: HIG) operates through its subsidiaries, including underwriting companies Hartford Life and Accident Insurance Company and Hartford Fire Insurance Company, under the brand name, The Hartford®, and is headquartered at One Hartford Plaza, Hartford, CT 06155. For additional details, please read The Hartford's legal notice at www.thehartford.com. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the underwriting companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

This proposal includes a quote(s) for one or more products, which are issued on the following forms: Accident Form Series includes GBD-2000, GBD-2300, or state equivalent. Accidental Death and Dismemberment Form Series for all states except PR, WA and CA includes GBD-1000 and GBD-1300, or state equivalent, and in PR, WA and CA Form 7582 and Form PA-5427, or state equivalent. Critical Illness Form Series includes GBD-2600, GBD-2700, or state equivalent. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent. Life Form Series includes GBD-1000, GBD-1100, Z-PORT, or state equivalent. Hospital Indemnity Form Series includes GBD-2800, GBD-2900, or state equivalent.

RESOLUTION NO. 1288

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA APPROVING THE PERSONNEL LIFE INSURANCE BENEFIT

RECITALS

- A. **WHEREAS**, the Housing Authority of the City of Madera (the “Housing Authority”), is continuously looking for ways to attract and retain employee talent;
- B. **WHEREAS**, the Housing Authority staff undertook the evaluation of its current Basic Life, Accidental Death, and Dismemberment (AD&D), and Long-Term Disability (LTD) insurance employee benefit;
- C. **WHEREAS**, the Housing Authority does not currently provide Short-Term Disability and will be omitting this coverage;
- D. **WHEREAS**, the Housing Authority currently utilizes Standard Insurance Company to provide these employee benefits, however, this policy has not been reviewed since February 2013;
- E. **WHEREAS**, the Housing Authority staff contacted J.D. Ost diek Insurance, Inc., an insurance broker, to assist with reviewing the Housing Authority’s needs with three goals in mind: (1) Increase employee Basic Life coverage to a minimum of one year salary; (2) provide an option to staff to purchase additional life insurance coverage; and (3) to maintain a reasonable cost to the Housing Authority;
- F. **WHEREAS**, the Basic Life, AD&D, and LTD are priced as a package by the respective provide;
- G. **WHEREAS**, based on the coverage amounts and pricing, the Housing Authority’s Interim Executive Director seeks authorization to enter into a contract with The Hartford Insurance Company for its Basic Life, AD&D, and LTD insurance. Such an arrangement would provide Housing Authority employees with enhanced coverage amounts, the option to purchase additional life insurance coverage and reduce overall agency costs; and
- H. **WHEREAS**, there would be no fiscal impact to the Housing Authority, as this expense has already been budgeted as an ongoing expense.

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. Authority To The Interim Director to Enter Into A Contract With The Hartford Insurance Company for Basic Life, AD&D and LTD Insurance. The Housing Authority's Board of Commissioners has considered and herein authorizes the Housing Authority's Interim Executive Director to enter into a contract with The Hartford Insurance Company for its Basic Life, AD&D, and LTD insurance.

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 13th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Interim Executive Director
Blanca Mendoza-Navarro

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 March 13, 2024, 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

B-6 APPROVAL FOR OUT-OF-STATE TRAVEL TRAININGS:



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: B-6 NAHRO

FROM: Blanca Mendoza-Navarro, Interim
Executive Director

AUTHOR: Marisela Lopez, Executive Administrative
Assistant

DATE: March 04, 2024

SUBJECT: OUT-OF-STATE TRAVEL 2024 NAHRO WASHINGTON CONFERENCE MEETING IN WASHINGTON, DC 04/06/2024 THROUGH 04/11/2024.

EXECUTIVE SUMMARY:

Staff is requesting out of state travel approval for Interim Executive Director Blanca Mendoza-Navarro, Chair Elsa Mejia, and Vice-Chair Antia Evans attend the 2024 NAHRO Washington Conference.

The conference will be held at the Hyatt Regency Washington on Capitol Hill. This year's conference will be focused on continued HUD changes, i.e. NSPIRE, and HOTMA, homelessness, and the Affordable Housing Crisis.

The conference begins on Sunday, April 07, 2024, with the NAHRO Professional Development Seminar for Commissioners monitoring and oversight.

On Monday, April 08, 2024, the seminar continues and features an overview for first time attendees, and an opening plenary session on Navigating the Rise of Homelessness.

On Tuesday, April 09, 2024, the morning plenary session begins with Housing America award recognition and a session with HUD Staff Panel - Public and Indian Housing (PIH), talking about NSPIRE, NSPIRE-V, HOTMA, Build America, Buy America (BABA), Public and Indian Housing and Capital and Operating Funds, HAP and Admin Fee funding.

The afternoon session continues with HUD Staff Panel - Office of Housing and the Rental Assistance Demonstration (RAD) talking about the latest updates related to RAD and the Project Based Rental Assistance (PBRA) program and reposition of public housing units and concluded with the day's session highlights.

The conference wraps up on Wednesday, April 10, 2024, with a Hill Day Hype Session; and to finalize the conference NAHRO will have the Capitol Hill Day Congressional Meeting.

The NAHRO Washington Conference will be beneficial for Staff, Chair, Vice Chair to better understand the HUD housing programs, requirement, roles, and plan for the Agency's future.





Housing Authority of the City of Madera

RECOMMENDATION:

STAFF RECOMMENDS THE BOARD APPROVE OUT OF STATE TRAVEL FOR THE HACM INTERIM EXECUTIVE DIRECTOR, BLANCA MENDOZA-NAVARRO, CHAIR, ELSA MEJIA AND THE VICE-CHAIR, ANITA EVANS TO ATTEND THE 2024 WASHINGTON NAHRO CONFERENCE.

FISCAL IMPACT:

There is no, fiscal impact as this training and travel have been budgeted in the FY2023-2024 Budget.





Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: B-6 ROSS training

FROM: Blanca Mendoza-Navarro, Interim
Executive Director

AUTHOR: Marisela Lopez, Executive Administrative
Assistant

DATE: March 04, 2024

SUBJECT: OUT-OF-STATE TRAVEL RESIDENT OPPORTUNITY AND SELF-SUFFICIENCY (ROSS)
IN HOUSTON, TX 05/01/2024 THROUGH 05/04/2024.

EXECUTIVE SUMMARY:

Staff is requesting approval for out-of-state travel for Lucia Lopez, Housing Services Manager, and Mayra Cuin, FSS/ROSS Coordinator to attend the Resident Opportunity and Self-Sufficiency (ROSS) to be held in Houston, TX.

The 2024 Resident Opportunity Self-Sufficiency Program (ROSS) training begins on Thursday, May 2, 2024, and ends on Friday, May 3, 2024. The purpose of the training is to provide staff and managers with the tools to understand just what it takes to assist a family in moving to economic stability, help elderly persons and/or persons with disabilities to maintain their housing assistance as long as needed.

This training covers the ROSS basics, including a variety of topics such as essential steps in creating ROSS policies, coordinating with housing management, and making ROSS cost-effective for the PHA.

The course material also delves into key self-sufficiency strategies, community collaboration, resources, and referrals, creative FSS programs, program assessment, and case studies.

The training begins with instruction on key steps to start a ROSS program; it identifies essential behaviors necessary to establish trust within the PHA, with residents in housing, and with service partners. It develops an action plan for starting a new or current ROSS program; evaluates housing authority, ROSS program and community needs, how to form best practices, and technical assistance.

The training ends with understanding critical stages of collaboration and team building that lead to effective partnerships; description of community services provider networks; how to identify and coordinate resources and referrals; understand basic details needed to track and report to the PHA and HUD on their service activities and outcomes and describes the best practices in ROSS program evaluation and cost containment.





Housing Authority of the City of Madera

This training is provided by Nan McKay & Associates and provides CPE Units. ROSS training is required for ROSS coordinators and supervisors of these staff.

RECOMMENDATION:

STAFF RECOMMENDS THE BOARD APPROVE OUT-OF- STATE TRAVEL FOR THE HACM HOUSING SERVICES MANAGER, LUCIA LOPEZ AND FSS/ROSS COORDINATOR, MAYRA CUIN, TO ATTEND THE 2024 ROSS SEMINAR IN HOUSTON, TX.

FISCAL IMPACT:

There is no fiscal impact as this is a budgeted item under the ROSS grant.





Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: B-6 Procurement

FROM: Marisela Lopez, Executive
Administrative Assistant

AUTHOR: Marisela Lopez, Executive Administrative
Assistant

DATE: March 04, 2024

SUBJECT: OUT-OF-STATE TRAVEL HOUSING AGENCY PROCUREMENT ASSISTANCE (HAPA)
PROCUREMENT AND CONTRACTS TRAINING IN FRANKLIN, TN 06/18/2024 through 06/20/2024.

Staff is requesting approval for out-of-state travel for Alex Estrada, Finance Service Manager, and Jared Garza, Maintenance Manager to attend the 2024 Housing Agency Procurement Assistance (HAPA) Procurement and Contracts to be held in Franklin, TN.

The purpose of the training is to learn how to procure quality goods and services for the right cost, the highest quality, for prompt delivery, and in compliance with applicable laws and policies.

The training covers estimating costs of goods and services and developing criteria for analysis of proposals. They will also learn how to follow the newest federal procurement requirements and regulations; how to use the proper procurement method and contract type.

The training begins on Tuesday, June 18, 2024, with an introduction to HUD's handbook; Procurement Authority and Basic Administration of the Procurement Functions; general requirements; Ethics in Public Contracting; small purchase procedures and sealed Bids. On Wednesday, June 19, 2024, there will be a training course for competitive Proposals; RFP's; noncompetitive proposals; specifications and statements of work and other miscellaneous requirements. The training wraps up on Thursday, June 20, 2024, with Contract Administration; HUD Review requirements; and State and Local Laws and Regulations Governing PHA Procurement.

RECOMMENDATION:

STAFF RECOMMENDS THE BOARD APPROVE THE OUT OF STATE TRAVEL FOR FINANCE MANAGER, ALEX ESTRADA AND MAINTENANCE MANAGER, JARED GARZA

FISCAL IMPACT:

There is no, fiscal impact as this training and travel have been budgeted in the FY2023-2024 Budget.



**C-1 RESOLUTION No. 1285 ACCEPTANCE OF THE AUDITED FINANCIAL
STATEMENT FOR THE FY ENED SEPTEMBER 30, 2022**



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: C-1

FROM: Blanca Mendoza-Navarro, Interim-
Executive Director

AUTHOR: Alex Estrada, Financial Services Manager

DATE: March 5, 2024

SUBJECT: RESOLUTION NO. 1285 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA REGARDING ACCEPTANCE OF THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022.

EXECUTIVE SUMMARY:

The Housing Authority of the City of Madera's (HACM) Financial Statements for the Fiscal Year ending September 30, 2022, have been audited by an independent accounting firm and an Unmodified Opinion has been issued.

Audit Results

HACM received an unmodified opinion from the independent auditor. Per the auditor (page 1 of the Independent Auditors' Report):

"In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the respective financial position of the business-type activities of the Authority as of September 30, 2022, and the changes in its financial position and, where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America."

Copies of the most recent Audited Financial Statements and Single Audit Reports will be posted on the City's website.

Doug Englehart, Principal at Smith Marion & Co. Inc., will present the Financial Statements and discuss their results with the Board of Commissioners during this meeting.

RECOMMENDATION:

Staff recommends that the Board of Commissioners adopt the attached Resolution accepting the Audited Financial Statements for Fiscal Year ended September 30, 2022.





Housing Authority of the City of Madera

FISCAL IMPACT:

The acceptance of these audited financial statements has no fiscal impact to the HACM.

ATTACHMENTS:

1. Resolution
2. Housing Authority of the City of Madera Financial Statements and Independent Auditors' Report for Fiscal Year ended September 30, 2022
3. Housing Authority of the City of Madera Management Letter for Fiscal Year ended September 30, 2022
4. Housing Authority of the City of Madera Auditors' Communication with Those Charged with Governance for Fiscal Year ended September 30, 2022
5. Housing Authority of the City of Madera Financial Data Schedules for Fiscal Year ended September 30, 2022



HOUSING AUTHORITY OF THE CITY OF MADERA

Financial Statements and Independent Auditors' Report

Year Ended September 30, 2022



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HOUSING AUTHORITY OF THE CITY OF MADERA

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HOUSING AUTHORITY OF THE CITY OF MADERA

List of Principal Officials

The following table lists the Board Members as of September 30, 2022:

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

In addition to the above Commissioners, the Administrator of Housing Authority of the City of Madera was Renee Wright, who served as the Executive Director.

INDEPENDENT AUDITORS' REPORT

To the Governing Body of
Housing Authority of the City of Madera

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

OPINION

We have audited the financial statements of the business-type activities Housing Authority of the City of Madera (Authority), a component unit of the City of Madera, California, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the respective financial position of the business-type activities of the Authority as of September 30, 2022, and the changes in its financial position and, where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

BASIS FOR OPINION

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

(1) Exercise professional judgment and maintain professional skepticism throughout the audit; (2) Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements; (3) Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed; (4) Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements; (5) Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

REQUIRED SUPPLEMENTARY INFORMATION

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and pension schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



SUPPLEMENTARY INFORMATION

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's financial statements.

The schedule of expenditures of federal awards, required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements.

In addition, the accompanying statement and certification of actual costs, required by the U.S. Department of Housing and Urban Development, is presented for the purpose of additional analysis and are not a required part of the basic financial statements.

That information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. That information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, that information is fairly stated in all material respects in relation to the financial statements as a whole.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2024, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Smith Marion : 

February 28, 2024
Redlands, CA

HOUSING AUTHORITY OF THE CITY OF MADERA

Management's Discussion and Analysis (Required Supplemental Information – Unaudited)

The Housing Authority of the City of Madera's (Authority, we, us, our) Management's Discussion and Analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of our financial activity, (c) identify changes in our financial position and its resulting ability to address the next and subsequent year challenges, and (d) identify individual fund issues or concerns.

Since the Management's Discussion and Analysis (MD&A) is designed to focus on the current year's activities, resulting changes and currently known facts, please read it in conjunction with our financial statements.

FINANCIAL HIGHLIGHTS

Overall financial position improved by approximately \$408K from the prior year.

Authority assets, at fiscal year-end, exceeded liabilities by approximately \$13M.

Year-end cash and cash equivalents totaled approximately \$11M.

Intergovernmental revenue of \$7.5M came from Housing and Urban Development (HUD). Operating grants totaled \$7.7M.

The Authority paid housing assistance payments \$5M for on behalf of individuals in the various Voucher Programs.

OVERVIEW OF THE FINANCIAL STATEMENTS

The annual financial report consists of two parts: Management's Discussion and Analysis and the basic financial statements. The Authority follows enterprise fund reporting; accordingly, the financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Enterprise fund statements offer short-term and long-term financial information about the activities and operations of the Authority. While detailed sub-fund information is not presented, separate accounts are maintained for each program of the Authority.

The financial statements include a statement of net position, statement of revenues, expenses and changes in net position, statement of cash flows and notes to the financial statements. The statement of net position provides a record or snapshot of the assets and liabilities at the close of the fiscal year. It presents the financial position of the Authority on a full accrual historical cost basis. The statement of revenues, expenses and changes in net position presents the results of the business activities over the course of the fiscal year. The statement of cash flows is related to the other financial statements by the way it links changes in assets and liabilities to the effects on cash and cash equivalents over the course of the fiscal year. The notes to the financial statements provide useful information regarding the Authority's significant accounting policies, significant account balances and activities, certain material risks, obligations, commitments, contingencies, and subsequent events.

Certain reclassifications of amounts previously reported have been made to the following tables to maintain consistency between periods presented. The reclassifications had no impact on previously reported net position.

HOUSING AUTHORITY OF THE CITY OF MADERA
Management's Discussion and Analysis (Required Supplemental Information – Unaudited)

FINANCIAL ANALYSIS OF THE AUTHORITY

Net Position

The following table reflects the Statement of Net Position compared to prior year.

			Change	
	2022	2021	Dollar	Percentage
Cash and equivalents	\$ 10,807,073	\$ 9,946,283	\$ 860,790	8.7%
Other current assets	222,747	991,818	(769,071)	(77.5%)
Total current assets	11,029,820	10,938,101	91,719	0.8%
Net capital assets	5,777,230	6,325,135	(547,905)	(8.7%)
Other non-current assets	2,864,337	2,907,524	(43,187)	(1.5%)
Total non-current assets	8,641,567	9,232,659	(591,092)	(6.4%)
Total assets	19,671,387	20,170,760	(499,373)	(2.5%)
Deferred outflows of resources	1,408,283	943,897	464,386	49.2%
Total	\$ 21,079,670	\$ 21,114,657	\$ (34,987)	(0.2%)
Current liabilities	\$ 578,651	\$ 678,600	\$ (99,949)	(14.7%)
Non-current liabilities	7,318,177	5,486,460	1,831,717	33.4%
Total liabilities	7,896,828	6,165,060	1,731,768	28.1%
Deferred inflows of resources	603,664	2,775,119	(2,171,455)	(78.2%)
Net investment in capital assets	3,000,768	3,418,304	(417,536)	(12.2%)
Restricted net position	888,031	1,972,866	(1,084,835)	(55.0%)
Unrestricted net position	8,690,379	6,783,308	1,907,071	28.1%
Total net position	12,579,178	12,174,478	404,700	3.3%
Total	\$ 21,079,670	\$ 21,114,657	\$ (34,987)	(0.2%)

The following is an explanation of the changes between fiscal years as shown in the table above (numbers in thousands):

Total Assets decreased \$499 (-0.2%);
Deferred Outflows increased \$464 (+49.2%);
Total Liabilities increased \$1,732 (+28.1%);
Deferred Inflows decreased \$2,171 (-78.2%); and
Total Net Position increased \$405 (+3.3%).

A significant factor in current year changes seen above in assets and liabilities relate to the annual valuation of the net pension liability/asset and the related deferred outflows and inflows of resources for the Authority's respective proportions of the CalPERS cost sharing multiple employer defined benefit plan. These changes are beyond the control of management and are significantly influenced with changes in market conditions and changes in actuarial assumptions of CalPERS. In FY21, the Authority reported a liability for pension of \$2,517, whereas due to unfavorable market conditions during the valuation period, as well as changes in actuarial assumptions, the liability increased to \$4,032 in FY22, a negative change of \$1,515.

HOUSING AUTHORITY OF THE CITY OF MADERA

Management's Discussion and Analysis (Required Supplemental Information – Unaudited)

Revenues, Expenses, and Changes in Net Position

The following schedule compares the revenues and expenses for the current and previous fiscal year.

			Change	
	2022	2021	Dollar	Percentage
Net rental revenue	\$ 2,094,356	\$ 2,590,530	\$ (496,174)	(19.2%)
Operating grants and subsidies	7,703,656	9,629,118	(1,925,462)	(20.0%)
Other operating revenues	151,763	393,037	(241,274)	(61.4%)
Total operating revenues	9,949,775	12,612,685	(2,662,910)	(21.1%)
Depreciation expense	(707,588)	(915,721)	208,133	(22.7%)
Housing assistance payments	(5,049,407)	(6,262,581)	1,213,174	(19.4%)
Other operating expenses	(3,254,722)	(6,900,138)	3,645,416	(52.8%)
Total operating expenses	(9,011,717)	(14,078,440)	5,066,723	(36.0%)
Operating income (loss)	938,058	(1,465,755)	2,403,813	>100%
Investment income	153,796	224,234	(70,438)	(31.4%)
Interest expense	(122,479)	(156,767)	34,288	(21.9%)
Other non-operating items	-	-	-	0.0%
Income (loss) before contributions and other items	969,375	(1,398,288)	2,367,663	>100%
Special items	-	-	-	0.0%
Net operating transfers	-	-	-	0.0%
Capital contributions	-	-	-	0.0%
Change in net position	\$ 969,375	\$ (1,398,288)	\$ 2,367,663	>100%

Please note that FY21 figures are based on a 15-month period end, meaning these amounts include 3 more months of operations over the FY22 figures. As a result, management does not deem that these amounts can be properly compared.

HOUSING AUTHORITY OF THE CITY OF MADERA

Management's Discussion and Analysis (Required Supplemental Information – Unaudited)

CAPITAL ASSETS

As of year-end, we had \$5,777,230 invested in a variety of capital assets as reflected in the following schedule, which represents a net decrease (additions, deductions and depreciation) of \$547,905 from the end of last year.

	2022	2021	Change	
			Dollar	Percentage
Land	\$ 675,827	\$ 675,827	\$ -	0%
Construction in progress	-	-	-	0%
Buildings and improvements	30,789,400	30,696,469	92,931	0%
Equipment and furnishings	883,380	816,628	66,752	8%
Accumulated depreciation	(26,571,377)	(25,863,789)	(707,588)	3%
Net capital assets	\$ 5,777,230	\$ 6,325,135	\$ (547,905)	(9%)

The change in Capital Assets is presented in detail in the Notes to Financial Statements.

DEBT ADMINISTRATION

The Authority had the following amounts of debt outstanding:

	2022	2021	Change	
			Dollar	Percentage
Total Debt	\$ 2,776,462	\$ 2,906,831	\$ (130,369)	(4%)

ECONOMIC FACTORS

Significant economic factors affecting us are as follows:

Federal funding by the Department of Housing and Urban Development.

Local labor supply and demand, which can affect salary and wage rates.

Local inflation, recession, and employment trends, which can affect resident incomes and therefore the amount of rental income.

FINANCIAL CONTACT

The individual to be contacted regarding this report is Alex Estrada, Financial Services Manager for the Housing Authority of the City of Madera, at 205 North G Street, Madera, CA 93637.

HOUSING AUTHORITY OF THE CITY OF MADERAStatement of Net Position
September 30, 2022**Assets and deferred outflows of resources**

Operating cash	\$ 9,145,512
Restricted cash	<u>1,661,561</u>
Total cash and equivalents	10,807,073
Net accounts receivable	50,254
Accrued interest receivable	16,597
Notes receivable, current portion	41,368
Prepaid expenses and other current assets	<u>114,528</u>
Total current assets	<u>11,029,820</u>
Capital assets, at cost	
Land	675,827
Buildings and improvements	30,789,400
Equipment and furnishings	<u>883,380</u>
Total acquisition costs	32,348,607
Less: Accumulated depreciation	<u>(26,571,377)</u>
Net capital assets	5,777,230
Notes receivable, net of current	<u>2,864,337</u>
Total non-current assets	<u>8,641,567</u>
Total assets	<u>19,671,387</u>
Deferred outflows related to pension	<u>1,408,283</u>
Total deferred outflows of resources	<u>1,408,283</u>
Total assets and deferred outflows of resources	<u>\$ 21,079,670</u>

See accompanying notes.

HOUSING AUTHORITY OF THE CITY OF MADERAStatement of Net Position
September 30, 2022**Liabilities, deferred inflows of resources, and net position**

Accounts payable	\$ 76,315
Unearned revenues	74,654
Deposits held in trust, contra	204,337
Other current liabilities	2,643
Accrued wages payable	19,132
Accrued vacations payable, current portion	65,584
Debt, current portion	<u>135,986</u>
Total current liabilities	<u>578,651</u>
Accrued vacations payable, net of current	65,584
Net pension liability	4,031,725
Debt, net of current	2,640,476
Other long-term liabilities	<u>580,392</u>
Total non-current liabilities	<u>7,318,177</u>
Total liabilities	<u>7,896,828</u>
Deferred inflows related to pension	<u>603,664</u>
Total deferred inflows of resources	<u>603,664</u>
Net investment in capital assets	3,000,768
Restricted net position	888,031
Unrestricted net position	<u>8,690,379</u>
Total net position	<u>12,579,178</u>
Total liabilities, deferred inflows of resources, and net position	<u><u>\$ 21,079,670</u></u>

See accompanying notes.

HOUSING AUTHORITY OF THE CITY OF MADERA
Statement of Revenues, Expenses, and Changes in Fund Net Position
Year Ended September 30, 2022

Tenant rental revenue, net of collection losses	\$ 2,094,356
Operating grants and subsidies	7,703,656
Other revenue	151,763
Total operating revenues	<u>9,949,775</u>
Administrative	743,957
Tenant services	521,949
Utilities	542,922
Ordinary maintenance and operations	964,514
Protective services	76,049
Insurance premiums	151,948
Other general expenses	253,383
Housing assistance payments	5,049,407
Depreciation	707,588
Total operating expenses	<u>9,011,717</u>
Operating income (loss)	938,058
Investment income	153,796
Interest expense	(122,479)
Total non-operating revenues (expenses)	<u>31,317</u>
Change in net position	<u>\$ 969,375</u>
Net position, beginning of year	\$ 12,284,478
Change in net position	969,375
Prior-period restatements	(674,675)
Net position, end of year	<u>\$ 12,579,178</u>

See accompanying notes.

HOUSING AUTHORITY OF THE CITY OF MADERAStatement of Cash Flows
Year Ended September 30, 2022

Cash receipts from tenants	\$ 2,116,078
Cash receipts from grants	7,640,454
Cash payments for Housing Assistance payments	(5,049,407)
Cash payments to suppliers for goods and services	(2,311,746)
Cash payments for wages and benefits	(1,507,614)
Other cash payments and receipts	190,392
Net cash from operating activities	<u>1,078,157</u>
Acquisition and construction of capital assets	(159,683)
Payments of interest	(122,479)
Principal payments on debt	(130,369)
Net cash from capital and related financing activities	<u>(412,531)</u>
Receipts of principal on notes receivable	41,368
Receipts of interest on cash deposits	153,796
Net cash from investing activities	<u>195,164</u>
Net change in cash and equivalents	860,790
Cash at beginning of period	9,946,283
Cash at end of period	<u>\$ 10,807,073</u>
<i>Reconciliation of cash to the statement of net position:</i>	
Cash and equivalents - operating	\$ 9,145,512
Restricted cash and equivalents	1,661,561
Total cash and equivalents	<u>\$ 10,807,073</u>

See accompanying notes.

HOUSING AUTHORITY OF THE CITY OF MADERAStatement of Cash Flows
Year Ended September 30, 2022

Reconciliation of operating income (loss) to net cash

from operating activities:

Operating income (loss)	\$ 938,058
Adjustments to reconcile operating income (loss) to net cash from operating activities:	
Depreciation	707,588
Pension and other post-employment benefits	(725,247)
Changes in operating assets and liabilities:	
Accounts receivable	51,207
Prepaid expenses and other assets	(17,427)
Inventories	46,447
Accounts payable	(14,632)
Accrued wages and benefits	60,477
Deposits held in trust, contra	(2,532)
Unearned revenues	(97,973)
Other liabilities	<u>132,191</u>
Net cash from operating activities	<u>\$ 1,078,157</u>

See accompanying notes.

NOTE 01 - NATURE OF BUSINESS AND ORGANIZATION

The Housing Authority of the City of Madera (Authority, we, us, our) was incorporated in 1968 California State Health and Safety Code, Section 34200. The Authority was established to provide clean, decent, safe, sanitary, and affordable housing to low-income families. The area of jurisdiction of the Authority is the entire City of Madera. Permanent operational offices are maintained in the City of Madera.

Commissioners of the Authority are comprised of the Madera City Council and Mayor. The Board consists of seven commissioners.

Under the United States Housing Act of 1937, as amended, the U.S. Department of Housing and Urban Development (HUD) has direct responsibility for administering low-income housing programs in the United States. Accordingly, HUD has contracted with us to administer certain HUD funds.

Our primary operations are comprised of the Housing Choice Voucher Program as well as the Low Rent Housing Program.

The Housing Choice Voucher Program is designed to aid very low-income families in obtaining decent, safe, and sanitary rental housing. We administer contracts with independent landlords that own property and rent that property to families that have applied for housing assistance. We subsidize the family's rent through a Housing Assistance Payment made to the landlord. The program is administered under an Annual Contributions Contract (ACC) with HUD. HUD provides Annual Contributions Funding to enable us to structure a lease that sets the participants' rent at 30% of household income.

The Low Rent Housing Program is designed to provide very low-income families in obtaining decent, safe, and sanitary rental housing. The Low Rent Housing Program operates the Authority's own rental housing units subsidized by HUD through an Annual Contributions Contract (ACC). Funding is provided by tenant rent payments and subsidies provided by HUD based upon a formula that takes into consideration factors such as: prior formula funding, population of the area, number of dwelling units, bedroom sizes, building height and building age, utility costs, and rental income.

The Low Rent Housing Program is supplemented by the Capital Fund Program. The purpose of this program is to utilize funds granted by HUD for remodeling and upgrading the facilities in the Low Rent Housing Program, as well as to support overall operations. These grant funds are authorized by HUD each year but can be spent over the course of several years.

Reporting Entity

As described in GASB Statement No. 34, paragraph 134, the Authority is considered a primary government and meets the definition of a special purpose government (SPG). The Authority is a legally separate entity that is engaged in only business-type activities. Business-type activities are defined as activities that are financed in whole or in part by fees charged to external parties for goods or services. SPGs engaged only in business-type activities are required to present only the financial statements required for proprietary funds, which includes Management's Discussion and Analysis (MD&A), basic financial statements, and Required Supplemental Information (RSI). All inter-program activities have been eliminated in these financial statements.

We are a component unit of the City of Madera, California (City). Although the Authority is a legally separate SPG, it does not have a separately elected governing body from that of the City and is not fiscally independent of other state and local governments. Fiscally independent means that the Authority may, without the approval or consent of another governmental entity, determine or modify its own budget, control collection and disbursements of funds, maintain responsibility for funding deficits and operating deficiencies, and issue bonded debt.

Management applied the criteria of GASB Statement No. 14, *The Financial Reporting Entity*, Statement No. 39, *Determining Whether Certain Organizations are Component Units – an Amendment of GASB Statement No. 14*, Statement No. 61, *The Financial Reporting Entity: Omnibus – an Amendment of GASB Statements No. 14 and No. 34*, and GASB Statement No. 80, *Blending Requirements for Certain Component Units – an Amendment of GASB Statement No. 14* to determine whether the component units should be reported as blended or discretely presented component units. The criteria included whether the Authority appoints the voting majority of the governing board, there is a financial benefit/burden relationship, the Authority is able to impose its will, the component unit is fiscally dependent on the Authority, the component unit's governing body is substantially the same as the Authority, and management of the Authority have operational responsibility for the activities of the component unit. These criteria were used to determine that the Authority has no component units.

NOTE 02 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accrual Basis of Accounting

The financial statements are presented using the accrual basis of accounting with an economic resources measurement focus. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. As permitted by accounting principles generally accepted in the United States of America (GAAP), the Authority has elected to apply all relevant Government Accounting Standards Board (GASB) pronouncements.

The Authority distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from grant agreements, providing services, and producing and delivering goods in connection with the ongoing principal operations. The principal operating revenues of the Authority include program specific grants, rental income from tenants of the various housing projects. Operating expenses include the cost of services, administrative expenses, and depreciation on capital assets. Revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles as applied to governmental units require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Investments

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash on hand, demand deposits at financial institutions, investments in Money Market funds, and Certificates of Deposit.

Restricted Cash

Restricted cash consists of cash and investments that are held in trust, reserves, and escrows, as well as other cash and investments that are restricted for specific purposes.

Accounts Receivable from Tenants

Accounts receivable consists of all amounts earned at year end and not yet received. Allowances for uncollectible accounts are based upon historical trends and periodic aging of accounts receivable. In accordance with Governmental Accounting Standards Board Statement No. 34, revenues in proprietary funds should be reported as net of all related allowances, which include amounts pertaining to uncollectible accounts. Therefore, the increase and decrease in the estimate of uncollectible accounts should be reported net of revenue instead of bad debt expense. The Authority's bad debt expense charged against revenue was \$- for the year ended September 30, 2022.

Accounts Receivable from HUD and Other Governments

The amounts reported as accounts receivable from HUD or due from other governments represent reimbursable costs or grant subsidies earned that have not been received as of year-end; these amounts are considered fully collectible.

Capital Assets

Capital assets purchased or acquired with an original cost of \$2,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation of exhaustible capital assets is charged as an expense against operations utilizing the straight-line method. Accumulated depreciation is reported on the statement of net position. The estimated useful lives for each major class of depreciable fixed assets are as follows:

Buildings and improvements	15 - 40 years
Equipment	5 - 10 years

Impairment of Capital Assets

The Authority reviews its capital assets for impairment whenever events or changes in circumstances indicate that there has been a decline in service utility that is large in magnitude and outside of the normal life cycle of the capital asset being evaluated. As of September 30, 2022, there has been no impairment of the capital assets.

Tenant Security Deposits

Security deposits consist of amounts held in trust with the Authority for tenants to secure apartment leases.

Compensated Absences

Compensated absences are absences for which employees will be paid, e.g., sick leave, vacation, and other approved leave. In accordance with GASB Statement No.16, *Accounting for Compensated Absences*, we accrue the liability for those absences for which the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates. Full-time, permanent employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure with the Authority.

Unearned Revenue

Unearned revenues consist of rental payments made by tenants in advance of their due date, and/or rental subsidies received in advance of the period earned.

Deferred Outflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then. The deferred outflows of resources related to the net pension liability resulted from Authority contributions to the employee pension plan subsequent to the measurement date of the actuarial valuation for the pension plan, the difference between actual and expected, the effect of changes in actuarial assumptions, and the effect of the Authority's change in proportion. The deferred outflows related to the net pension liability will be deferred and amortized as detailed in Note 8 to the financial statements.

Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and thus, will not be recognized as an inflow of resources (revenue) until then. The deferred inflow of resources related to the net pension liability results from and the difference between actual and expected experience and difference between projected and actual earnings on pension plan investments, the effect of changes in actuarial assumptions, the change in the Authority's proportionate share of pension contributions and the effect of the change in the Authority's proportion. These amounts are deferred and amortized as detailed in Note 8 to the financial statements.

Leasing Activities

We are the lessor of dwelling units to eligible residents. The rents under the leases are determined generally by the residents' income as adjusted for eligible deductions regulated by HUD, although the residents may opt for a flat rent. Leases may be cancelled at any time or renewed annually. We may cancel the leases only for a cause. Revenues associated with these leases are reported in the accompanying financial statements and related schedules within dwelling rent revenue.

Family Self Sufficiency Escrow Deposits

The Authority under the Section 8 Housing Choice Voucher and Public and Indian Housing programs is administering a Family Self-Sufficiency (FSS) program. An interest-bearing FSS escrow account is established by the Authority for each participating family. An escrow credit, based on increases in earned income of the family, is credited to this account by the Authority during the term of the FSS contract. The Authority may make a portion of this escrow account available to the family during the term of the contract to enable the family to complete an interim goal such as education.

Pension Plan

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Authority's California Public Employees' Retirement System (CalPERS) plan (the Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Pension plan investments are reported at fair value.

Internal Activity and Balances

All transfers, intercompany charges and other interfund activity balances have been eliminated from the basic financial statements in accordance with GASB pronouncements.

Income Taxes

We are not subject to federal or state income taxes.

Investment Policy

Our investment policy, HUD and the California Government Code do not address legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure such deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Fair Value Measurements

Generally accepted accounting principles establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of quoted prices (unadjusted) for identical assets and liabilities in active markets that a government can access at the measurement date, Level 2 inputs consist of inputs other than quoted prices that are observable for an asset or liability, either directly or indirectly, and Level 3 inputs that have the lowest priority and consist of unobservable inputs for an asset or liability. The Authority has no assets or liabilities measured at fair value.

Authorized Investments

Investments of the Authority are limited to investment types prescribed by HUD in PIH Notice 1996-33 or as amended by future HUD notices.

Additionally, the Authority limits investment types to those that are authorized in accordance with Section 53601 of the California Government Code.

Investment in State Investment Pool

We are a voluntary participant in the Local Agency Investment Fund (LAIF), which is part of the Pooled Money Investment Account that is regulated by the California Government Code under the oversight of the State Treasurer, Director of Finance, and State Controller. We may invest up to \$65 million in the LAIF fund. Investments in LAIF are highly liquid, as deposits can be converted to cash within 24 hours without loss of interest. The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

All investments with LAIF are secured by the full faith and credit of the State of California. The State Treasurer's Office audits the fund annually. The fair value of the position in the investment pool is the same as the value of the pool shares. Separate LAIF financial statements are available from the California State Treasurer's Office on the Internet at www.treasurer.ca.gov.

Our investment in this pool is reported in the accompanying financial statements at cost which approximates fair value at amounts based upon the Authority's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). Included in LAIF's investment portfolio are certain derivative securities or similar products in the form of structured notes and asset-backed securities. LAIF's exposure to risk (credit, market or legal) is not currently available.

HOUSING AUTHORITY OF THE CITY OF MADERA

Notes to Financial Statements

Net Position

In the statement of net position, equity is classified as net position and displayed in three components: (1) Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of any notes or other borrowings attributable to those capital assets. (2) Restricted net position consists of assets with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation. (3) Unrestricted net position – All other assets that do not meet the definition of “restricted” or “net investment in capital assets”.

When both restricted and unrestricted net positions are available for use, generally it is our policy to use restricted resources first.

Subsequent Events

We have evaluated subsequent events through February 28, 2024, the date the consolidated financial statements were available to be issued.

New Accounting Pronouncements

We have conducted a comprehensive analysis of our accounting practices in light of the recently issued GASB Statement No. 87, "Leases." The objective of this Statement is to enhance the transparency and comparability of financial reporting for leases by providing guidance for governments.

Upon careful review, we have determined that the adoption of GASB 87 has not had a material impact on our financial statements for the fiscal year ended September 30, 2022. Our assessment reveals that the requirements outlined in GASB 87 do not necessitate any adjustments to our financial reporting related to leases. As a result, there were no changes required to our financial statements, and our existing accounting practices remain consistent with the provisions of GASB 87.

NOTE 03 - RESTRICTED CASH

The following schedule presents the breakdown of restricted cash as of yearend:

Emergency Housing Voucher advance funding	\$ 56,838
Cash in the Family Self Sufficiency (FSS) escrow account	193,017
Pomona Ranch Migrant Center fiduciary cash held	319,338
Tenant security deposits	204,337
Restricted cash with offsetting liabilities	<u>773,530</u>
Cash balances associated with the HCV HAP equity	800,533
Cash balances associated with the EHV HAP equity	87,498
Restricted cash reflected in restricted net position	<u>888,031</u>
Total restricted cash and equivalents	<u>\$ 1,661,561</u>

HOUSING AUTHORITY OF THE CITY OF MADERA

Notes to Financial Statements

NOTE 04 - ACCOUNTS RECEIVABLE

Accounts receivable as of yearend were comprised of the following:

Receivables from HUD	\$ 41,646
Tenant receivables	5,755
Other receivables	<u>2,853</u>
Net accounts receivable	<u>\$ 50,254</u>

NOTE 05 - NOTES RECEIVABLE

Notes receivable were comprised of the following as of yearend:

	Principal	Interest Receivable
In May 2008, the Authority entered into a promissory note with MORES Yosemite Manor LP, in the amount of \$2,506,201. The note is secured by the first deed of trust, bears interest at 4.21% per annum, and is payable from residual receipts as outlined in the loan agreement until maturity on December 2063.*	\$ 2,506,201	\$ 1,581,864
In May 2008, the Authority entered into a promissory note with Madera Opportunities for Resident Enrichment Services Inc, in the amount of \$440,872. The note is secured by the first and second deed of trust, bears interest at 4.21% per annum, and is payable from residual receipts as outlined in the loan agreement.	<u>399,504</u>	<u>-</u>
Total	2,905,705	1,581,864
Allowance for uncollectible amounts	<u>-</u>	<u>(1,581,864)</u>
Net	<u>\$ 2,905,705</u>	<u>\$ -</u>

* Note is considered impaired, it is probable that all amounts of principal and/or interest due will not be collected according to the terms of the note agreement. Therefore an allowance has been deemed necessary.

HOUSING AUTHORITY OF THE CITY OF MADERA

Notes to Financial Statements

NOTE 06 - CAPITAL ASSETS

A summary of the land, structures and equipment for the year is as follows:

	9/30/21	Additions	Deletions	9/30/22
Non-Depreciable				
Land	\$ 675,827	\$ -	\$ -	\$ 675,827
	<u>675,827</u>	<u>-</u>	<u>-</u>	<u>675,827</u>
Depreciable				
Buildings and improvements	30,696,469	92,931	-	30,789,400
Equipment and furnishings	816,628	143,323	(76,571)	883,380
	<u>31,513,097</u>	<u>236,254</u>	<u>(76,571)</u>	<u>31,672,780</u>
Total acquisition costs	32,188,924	236,254	(76,571)	32,348,607
Accumulated depreciation	<u>(25,863,789)</u>	<u>(707,588)</u>	<u>-</u>	<u>(26,571,377)</u>
Net capital assets	<u>\$ 6,325,135</u>	<u>\$ (471,334)</u>	<u>\$ (76,571)</u>	<u>\$ 5,777,230</u>

All land and buildings of the Public Housing Program are encumbered by a Declaration of Trust in favor of the United States of America Department of Housing and Urban Development, as security for obligations guaranteed by the federal government and to protect other interests of the federal government.

NOTE 07 - LONG-TERM LIABILITIES

Changes in long-term liabilities are summarized below:

	09/30/21	Additions	Reductions	09/30/22
FSS escrow deposits, contra	\$ 156,627	\$ 36,390	\$ -	\$ 193,017
Fiduciary cash held, contra	294,211	25,127	-	319,338
Miscellaneous	<u>-</u>	<u>68,037</u>	<u>-</u>	<u>68,037</u>
Other long-term liabilities	<u>\$ 450,838</u>	<u>\$ 129,554</u>	<u>\$ -</u>	<u>\$ 580,392</u>
Direct borrowings	\$ 2,776,436	\$ -	\$ (135,960)	\$ 2,640,476
Net pension obligation	2,287,969	1,743,756	-	4,031,725
Compensated absences	36,379	29,205	-	65,584

HOUSING AUTHORITY OF THE CITY OF MADERA

Notes to Financial Statements

Notes from Direct Borrowings:

Notes from direct borrowings were comprised of the following as of yearend:

	Principal	Interest Payable
In June 2004, we entered into multiple note agreements with US Department of Agriculture Rural Development. The face amount of these notes totalled \$512,372 and mature at various dates from February 2029 to May 2035. The notes carry an interest rate of 1.00% and call for total monthly payments of principal and interest of \$1,653. The notes are secured by three property parcels.	\$ 201,325	\$ -
In January 2018, we entered into a note agreement with Citizens Business Bank. The face amount of the note was \$3,054,352 and matures January 2028. The note carries an interest rate of 4.75% and calls for monthly payments of principal and interest of \$19,852. The note is secured by three property parcels.	2,575,137	-
Total	\$ 2,776,462	\$ -

Anticipated payments of principal and interest due in future years are as follows for the years ending June 30:

	Principal	Interest	Total
2023	\$ 135,986	\$ 121,443	\$ 257,429
2024	146,910	115,510	262,420
2025	148,769	109,292	258,061
2026	155,282	102,777	258,059
2027	162,106	95,955	258,061
2028-2032	1,989,684	33,812	2,023,496
2033-2037	37,725	442	38,167
Total	\$ 2,776,462	\$ 579,231	\$ 3,355,693

NOTE 08 - PENSION PLAN

The Authority participates in a cost sharing multiple-employer defined benefit plan through the California Public Employees' Retirement System (CalPERS) which covers substantially all regular full-time employees of the Authority. CalPERS acts as a common investment and administrative agent for participating public entities with the state of California and reports information to the Authority in accordance with reporting standards established by the Governmental Accounting Standards Board (GASB).

As of September 30, 2022, the Authority's proportionate share of the net pension liability, pension expense and deferred inflows of resources and deferred outflows of resources for the above plan is as follows:

	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense (Credit)
CalPERS	<u>\$ 4,031,725</u>	<u>\$ 1,408,283</u>	<u>\$ 603,664</u>	<u>\$ (742,558)</u>

Comprehensive Plan Information

Information regarding the following items for the Plan is publicly available in a separate comprehensive annual financial report. A copy of the CalPERS annual financial report may be online at [https:// www.calpers.ca.gov/](https://www.calpers.ca.gov/).

- Plan description and benefits provided;
- Contribution rates;
- Actuarial methods and assumptions; and
- Plan asset target allocations and expected returns.

Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2022, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected & actual experience	\$ 80,965	\$ 54,227
Effect of changes in assumptions	413,134	-
Differences between projected & actual investment earnings	738,505	-
Effect of changes in proportions	4,088	494,153
Differences between proportionate share & actual contributions	149,611	55,284
Contributions subsequent to measurement date	21,980	-
	<u>\$ 1,408,283</u>	<u>\$ 603,664</u>

The deferred outflow of resources related to pensions resulting from Authority contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability next year.

HOUSING AUTHORITY OF THE CITY OF MADERA

Notes to Financial Statements

The deferred inflows of resources and outflows of resources will be recognized in pension expense as follows:

2023	\$ 923,393
2024	822,481
2025	452,857
2026	1,415,839
2027	-
Thereafter	-
	<u>\$ 3,614,570</u>

Changes of Assumptions

The following presents the Authority's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

	1% Decrease 5.90%	Current Rate 6.90%	1% Increase 7.90%
CalPERS	\$ 5,644,607	\$ 4,031,725	\$ 2,704,722

NOTE 09 - NET POSITION

Net investment in capital assets was comprised of the following as of yearend:

Land	\$ 675,827
Buildings and improvements	30,789,400
Equipment and furnishings	883,380
Less:	
Accumulated depreciation	(26,571,377)
Short term capital debt obligations	(135,986)
Long term capital debt obligations	<u>(2,640,476)</u>
Net investment in capital assets	<u>\$ 3,000,768</u>

Restricted net position was comprised of the following as of yearend:

Restricted cash and equivalents	\$ 1,661,561
Less:	
Tenant security deposit, contra	(204,337)
Family Self-Sufficiency escrow deposits, contra	(193,017)
Fiduciary cash held, contra	(319,338)
Emergency Housing Voucher advance funding	<u>(56,838)</u>
Restricted net position	<u>\$ 888,031</u>

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Government Examinations

We have received funds from Federal grant programs. It is possible that at some future date, it may be determined that we were not in compliance with applicable grant requirements. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although we do not expect such disallowed amounts, if any, to materially affect the financial statements.

Construction Contracts

During the normal course of business, the Authority is engaged in various construction contracts for rehabilitation and modernization of various properties owned by the Authority.

NOTE 11 - BUSINESS RISK AND CONCENTRATIONS**Risk Management**

We are exposed to all common perils associated with the ownership and rental of real estate properties. A risk management program has been established to minimize loss occurrence and to transfer risk through various levels of insurance. Property, casualty, employee dishonesty and public official's liability forms are used to cover the respective perils. Insurance for these perils are underwritten by a housing authority insurance pool: Housing Authority Risk Retention Pool (HARRP).

HARRP is an unincorporated association organized under the intergovernmental cooperation laws of the States of Washington, Oregon, California, and Nevada, to manage the self-insurance program of housing authorities and community development cooperatives.

Also, commercial carriers insure all other common perils such as business, auto, flood (where applicable), and other miscellaneous policies.

Concentration – Major Contributor

For the year ended September 30, 2022, approximately 97% of operating revenues reflected in the financial statements are from HUD. The Authority operates in a heavily regulated environment. The operations of the Authority are subject to the administrative directives, rules, and regulations of federal, state and local regulatory agencies, including, but not limited to HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress, or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related costs and the additional administrative burden to comply with the changes.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Our policy is to manage this exposure to declines in fair values by limiting the weighted average maturity of its investments portfolio.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. It is our policy to follow the HUD regulations by only having direct investments and investments through mutual funds to direct obligations, guaranteed obligations, or obligations of the agencies of the United States of America.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, our deposits may not be returned. Our policy for custodial credit risk requires collateral to be held in our name by its agent or by the bank's trust department.

NOTE 12 - PRIOR YEAR RESTATEMENTS

In the prior year, the Authority recognized \$1.4 million in accrued interest on a certain note receivable, of which only \$883 thousand was deemed uncollectible at the time based on our assessment of the debtor's ability to fulfill its obligations. Subsequent to our previous evaluation and in accordance with updated information, we have revised our estimate regarding the collectability of the accrued interest on this note receivable.

The Authority has now determined that the economic realities and the debtor's lack of residual receipts render all the accrued interest on this note receivable to be uncollectible. This determination is reflective of a change in accounting principle related to the assessment of the collectability of accrued interest receivables. The result of this change decreased beginning net position by \$534 thousand.

In addition, during the review of our financial reporting practices, it was identified that the Authority incorrectly recognized revenue associated with the emergency housing voucher program, which did not comply with the Public and Indian Housing (PIH) Notice 2021-25. The PIH Notice provides specific guidance on the recognition and administration of funds received under the emergency housing voucher program. The initial accounting treatment failed to properly defer revenue recognition for certain vouchers until the specified conditions outlined in the PIH Notice were fully met. The result of this correction decreased net position by \$58 thousand.

Lastly, upon review of our financial reporting scope and in compliance with GAAP requirements regarding the definition of the reporting entity, it was determined that the California HCD OMS Migrant project, which had been included in our previously issued financial statements, does not meet the criteria for inclusion within the Authority's reporting entity. The project was managed by the Authority but not owned, leading to the reassessment of its inclusion in our financial reporting.

The inclusion of the California HCD OMS Migrant project in the Authority's financial statements was based on the management relationship between the Authority and the project. However, GAAP principles dictate that only entities owned by or under the control of the reporting entity should be included within its financial statements. As the Authority does not have ownership or control over the project in a manner that meets the criteria for consolidation or reporting, it has been determined necessary to remove this project from our financial reporting entity. The result in of this correction was a decrease in net position of \$83 thousand.

HOUSING AUTHORITY OF THE CITY OF MADERA
Pension Schedules (Required Supplemental Information – Unaudited)

SCHEDULE OF THE PENSION PLAN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET) AND RELATED RATIOS

Plan Measurement Date under GASB 68 as of June 30	Proportion of Pension Liability	Proportionate share of Net Pension Liability (Asset)	Covered Employee Payroll	Proportionate share of the Net Pension Liability as a percentage of covered-employee payroll	Plan Fiduciary Net Position as a percentage of the Total Pension Liability
2015	0.031300%	\$ 1,966,014	\$ 1,108,052	133.57%	82.22%
2016	0.088100%	\$ 2,416,697	\$ 982,585	166.85%	78.44%
2017	0.082800%	\$ 2,875,227	\$ 1,043,730	199.38%	78.19%
2018	0.082100%	\$ 3,235,424	\$ 1,140,725	181.43%	80.34%
2019	0.084400%	\$ 3,179,336	\$ 1,270,009	216.99%	79.09%
2020	0.084600%	\$ 3,389,295	\$ 1,280,623	198.19%	77.36%
2021	0.132600%	\$ 2,517,018	\$ 1,191,513	108.71%	88.44%
2022	0.000000%	\$ 4,031,725	\$ 941,461	428%	74.82%

SCHEDULE OF THE PENSION PLAN'S CONTRIBUTIONS

Plan Measurement Date under GASB 68 as of June 30	Actuarially determined contribution	Contributions in relation to actuarially determined contribution	Contribution deficiency (excess)	Covered-employee payroll	Contribution as a percentage covered-employees payroll
	[A]	[B]	[C]=[A]-[B]		
2015	\$ 239,779	\$ 239,779	\$ -	\$ 1,108,052	14.94%
2016	\$ 203,184	\$ 203,184	\$ -	\$ 982,585	19.62%
2017	\$ 257,128	\$ 257,128	\$ -	\$ 1,043,730	26.94%
2018	\$ 238,140	\$ 238,140	\$ -	\$ 1,140,725	11.15%
2019	\$ 268,409	\$ 268,409	\$ -	\$ 1,270,009	10.72%
2020	\$ 302,136	\$ 302,136	\$ -	\$ 1,280,623	20.93%
2021	\$ 336,461	\$ 336,461	\$ -	\$ 1,191,513	24.18%
2022	\$ 331,109	\$ 331,109	\$ -	\$ 941,461	35.17%

NOTES TO PENSION SCHEDULES:

In November 2021, the CalPERS Board of Administration adopted new investment portfolios as well as several changes to actuarial assumptions. For PERF C, these changes were implemented in the June 30, 2021, actuarial valuations for funding purposes. Included in these changes were assumptions for inflation, the discount rate, and administrative expenses, as well as demographic assumptions including changes to mortality rates. The inflation assumption was reduced from 2.50 percent to 2.30 percent, the administrative expense assumption was reduced from 0.15 percent to 0.10 percent, and the discount rate was reduced from 7.00 percent to 6.80 percent. As a result, for financial reporting purposes, the discount rate for the PERF C was lowered from 7.15 percent to 6.90 percent in Fiscal Year 2021-22.

HOUSING AUTHORITY OF THE CITY OF MADERA
Pension Schedules (Required Supplemental Information – Unaudited)

In Fiscal Year 2020-21, no changes were made to the actuarial assumptions in relation to financial reporting.

The CalPERS Board of Administration adopted a new amortization policy effective with the June 30, 2019, actuarial valuation. The policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount.

In addition, the policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes, investment gains/losses, and non-investment gains/losses. These changes will apply only to new UAL bases established on or after June 30, 2019. In Fiscal Year 2019-20, no changes have occurred to the actuarial assumptions in relation to financial reporting.

In Fiscal Year 2018-19, CalPERS implemented a new actuarial valuation software system for the June 30, 2018, valuation. This new system has refined and improved calculation methodology.

In December 2017, the Board adopted new mortality assumptions for plans participating in the PERF. The new mortality table was developed from the December 2017, experience study and includes 15 years of projected ongoing mortality improvement using 90 percent of scale MP 2016, published by the Society of Actuaries. The inflation assumption was reduced from 2.75 percent to 2.50 percent. The assumptions for individual salary increases and overall payroll growth were reduced from 3.00 percent to 2.75 percent. These changes will be implemented in two steps commencing in the June 30, 2017, funding valuation. For financial reporting purposes, these assumption changes are fully reflected in the results for Fiscal Year 2017-18.

In Fiscal Year 2016-17, the financial reporting discount rate for the PERF C was lowered from 7.65 percent to 7.15 percent. In December 2016, the Board approved lowering the funding discount rate used in the PERF C from 7.50 percent to 7.00 percent, which was phased in over a three-year period (7.50 percent to 7.375 percent, 7.375 percent to 7.25 percent, and 7.25 percent to 7.00 percent) beginning with the June 30, 2016, valuation reports. The funding discount rate includes a 15 basis-point reduction for administrative expenses, and the remaining decrease is consistent with the change in the financial reporting discount rate.

In Fiscal Year 2014-15, the financial reporting discount rate was increased from 7.50 percent to 7.65 percent resulting from eliminating the 15 basis-point reduction for administrative expenses. The funding discount rate remained at 7.50 percent during this period and remained adjusted for administrative expenses.

HOUSING AUTHORITY OF THE CITY OF MADERA

Schedule of Expenditures of Federal Awards
Year Ended September 30, 2022

Program Title	ALN	Cluster Title	Award Type	Pass-Through No.	Expenditures	Amounts Passed Through to Sub-Recipients
Section 8 Housing Choice Vouchers	14.871	HVC	Direct		\$ 5,951,194	\$ -
COVID-19 Section 8 Housing Choice Vouchers	14.871	HVC	Direct		101,180	-
Emergency Housing Vouchers	14.871	HVC	Direct		40,991	-
Public and Indian Housing	14.850		Direct		855,865	-
COVID-19 Public and Indian Housing	14.850		Direct		63,393	-
Resident Opportunity and Supportive Services	14.870		Direct		60,499	-
Public Housing Capital Fund	14.872		Direct		334,344	-
Family Self-Sufficiency	14.896		Direct		72,422	-
Farm Labor Housing Loans and Grants	10.405		Direct		223,768	-
Total Federal Financial Assistance					\$ 7,703,656	\$ -

Federal Grantor:

US Department of Housing and Urban Development
US Department of Agriculture

Expenditures

\$ 7,479,888
223,768

Total Federal Financial Assistance

\$ 7,703,656

Cluster Title:

Housing Voucher Cluster (HVC)

Expenditures

\$ 6,093,365

Award Type:

Direct
Indirect

Expenditures

\$ 7,703,656
-

Total Federal Financial Assistance

\$ 7,703,656

NOTE 01 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal awards activity of the Authority under programs of the federal government for the year ended September 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of our operations, it is not intended to and does not present our financial position, changes in net positions, or cash flows.

NOTE 02 - INDIRECT COST RATE

We have elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

HOUSING AUTHORITY OF THE CITY OF MADERA

Statement and Certification of Actual Costs

September 30, 2022

Grant	Funds Approved	Funds Disbursed	Funds Expended	Balance	Form HUD- 53001 Submitted *
CA01P069501-19	\$ 721,902	\$ 524,076	\$ 524,076	\$ 197,826	No
CA01P069501-20	779,777	-	-	779,777	No
CA01P069501-21	813,759	-	-	813,759	No
CA01P069501-22	3,374	-	-	3,374	No

* The distribution of costs as shown on the respective HUD Form 53001 submitted to HUD for approval, is in agreement with the Authority's records. Additionally, all costs have been paid and all related liabilities have been discharged through payment.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Governing Body of
Housing Authority of the City of Madera

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Housing Authority of the City of Madera (Authority), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated February 28, 2024.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item(s) **2022-001** that we consider to be significant deficiencies.



REPORT ON COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

AUTHORITY'S RESPONSE TO FINDINGS

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Their response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Smith Marion : 

February 28, 2024
Redlands, CA

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

The Governing Body of
Housing Authority of the City of Madera

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM

OPINION ON EACH MAJOR FEDERAL PROGRAM

We have audited Housing Authority of the City of Madera's (Authority) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended September 30, 2022. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

BASIS FOR OPINION ON EACH MAJOR FEDERAL PROGRAM

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

RESPONSIBILITIES OF MANAGEMENT FOR COMPLIANCE

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's federal programs.



AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF COMPLIANCE

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

(1) Exercise professional judgment and maintain professional skepticism throughout the audit; (2) Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances; and (3) Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

OTHER MATTERS

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item(s) **2022-002**. Our opinion on each major federal program is not modified with respect to these matters. Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.



REPORT ON INTERNAL CONTROL OVER COMPLIANCE

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item(s) **2022-002**, to be a significant deficiency.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed above, we did identify certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed. *Government Auditing Standards* requires the auditor to perform limited procedures on the Authority's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Smith Marion : 

February 28, 2024
Redlands, CA

HOUSING AUTHORITY OF THE CITY OF MADERASchedule of Findings and Questioned Costs
Year Ended September 30, 2022**SECTION I - SUMMARY OF AUDITORS' RESULTS****Financial Statements:**

1. Type of Auditor Report on the financial statements: Unmodified
2. Internal control over financial reporting:
- a. Material weakness(es) identified? Yes x No
- b. Significant deficiency(ies) identified that are not considered to be material weaknesses? x Yes None noted
3. Noncompliance material to financial statements? Yes x No

Federal Awards:

4. Type of auditors' report on compliance for major programs: Unmodified
5. Internal control over major programs:
- a. Material weakness(es) identified? Yes x No
- b. Significant deficiency(ies) identified that are not considered to be material weaknesses? x Yes None noted
6. Audit findings noted which are required to be reported in accordance with 2 CFR Section 200.516(a)? x Yes No
7. Identification of Major Programs:

ALN	Program(s) Name
Various	Housing Voucher Cluster

8. The Dollar Threshold Used to Distinguish Between Type A and Type B Programs: \$ 750,000
9. Auditee qualified as a low-risk auditee? Yes x No

SECTION II – FINANCIAL STATEMENT FINDINGS

Finding 2022-001: Lack of Review and Approval Process for Manual Journal Entries – Significant Deficiency

Criteria: Standard accounting practices necessitate a robust process for the review and approval of manual journal entries to ensure accuracy and integrity in financial reporting.

Condition and Context: The Authority was unable to demonstrate there was a structured process whereby manual adjustments (journal entries) posted to the accounting system undergo explicit review and approval by an individual other than the preparer/poster of the entry. Furthermore, there is no subsequent review of these manual journal entries once they are posted to the accounting system.

Cause: The absence of a defined review and approval process for manual journal entries can be attributed to inadequate internal controls and oversight mechanisms. The lack of subsequent review indicates a deficiency in the overall accounting practices and procedures of the Authority.

Effect or Potential Effect: Without a review and approval process in place, there is an increased risk of errors, misstatements, or fraudulent activities going undetected in the financial records. This compromises the accuracy and reliability of the financial reporting, potentially leading to misinformed decision-making and regulatory non-compliance.

Recommendation: The Authority should establish and implement a formal review and approval process for manual journal entries posted to the accounting system. This process should involve independent review and approval by individuals other than the preparer/poster of the entry. Additionally, a subsequent review mechanism should be instituted to periodically assess the accuracy and appropriateness of these manual journal entries.

Responsible Official's Response: The auditee acknowledges the deficiency and is committed to taking corrective action.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Finding 2022-002 AL Number and Title: Various—Housing Voucher Cluster – Reporting – Noncompliance and Significant Deficiency

Criteria: HUD regulations and federal requirements mandate timely submission of the Financial Assessment Subsystem for Public Housing Agencies (FASSPHA), the Data Collection Form (SF-SAC) for the Single Audit, and the Section Eight Management Assessment Program (SEMAP) reports. These submissions are critical for ensuring compliance, enabling oversight, and facilitating the allocation of federal funding.

Condition: It was identified during the audit that the Authority did not meet the prescribed deadlines for submitting the FASSPHA, SF-SAC, and SEMAP reports to federal agencies. This delay in reporting has been noted for the first time in the current audit period.

Cause: The failure to meet reporting deadlines can be attributed to a combination of factors, including major staff turnover, which led to a loss of institutional knowledge and expertise critical for the preparation and submission of these reports. Additionally, a change in auditor who had been instrumental in ensuring timely submissions in the past, with the new auditor becoming unreachable, further exacerbating the situation. These challenges were compounded by inefficiencies in the Authority's internal processes for report preparation and submission.

HOUSING AUTHORITY OF THE CITY OF MADERA

Schedule of Findings and Questioned Costs
Year Ended September 30, 2022

Effect or Potential Effect: The failure to submit these reports on time undermines the Authority's compliance with federal regulations, potentially affecting its eligibility for future funding and leading to reputational damage. It may also delay financial and operational decisions by HUD that depend on the analysis of these reports.

Questioned Costs: None.

Context: This lapse was identified against a backdrop of the Authority traditionally maintaining a good track record with reporting. The recent delays mark a departure from their usual compliance practices and have occurred amidst organizational changes and challenges, including staff turnover and procedural adjustments within the finance department.

Recommendation: To mitigate this issue, it is recommended that the Authority: (1) Prioritize the recruitment and training of new staff to fill critical roles, ensuring they are well-versed in HUD reporting requirements; (2) Establish a contingency plan for maintaining continuity of operations in the event of key personnel turnover or unavailability; and (3) Revise and streamline internal reporting processes to improve efficiency and reliability in meeting HUD's reporting deadlines.

Responsible Official's Response and Corrective Action Planned: Management acknowledges the audit findings and is committed to taking corrective actions.

HOUSING AUTHORITY OF THE CITY OF MADERA

Status of Prior Audit Findings
Year Ended September 30, 2022

Financial Statement Findings:

Prior Year Findings No.	Findings Title	Status/ Current Year Finding No.
2021-001	Madera Opportunities for Resident Enrichment Services, Inc. (MORES) Entities	Cleared
2021-002	Reimbursement of Costs on Behalf of Others	Cleared
2021-003	Cash Account Reconciliation Design	Cleared
2021-004	Journal Entry Review & Approval	Repeated; 2022-001

Federal Award Findings and Question Costs:

Prior Year Findings No.	Findings Title	Status/ Current Year Finding No.
2021-005	Special Tests and Provisions – Housing Quality Standards Inspections	Cleared
2021-006	Eligibility Determinations	Cleared



Housing Authority of the City of Madera

Elsa Mejia
CHAIRPERSON

Blanca Mendoza-Navarro
INTERIM EXECUTIVE DIRECTOR

CORRECTIVE ACTION PLAN

Name of auditee: Housing Authority of the City of Madera

Name of audit firm: Smith Marion & Co. Inc.

Period covered by the audit: Year ended September 30, 2022

CAP Prepared by

Name: Blanca Mendoza-Navarro

Position: Interim Executive Director

Telephone Number: (559) 674-5695

Current Findings on the Schedule of Findings, Questioned Costs, and Recommendations.

1. Finding 2022-001

a. Comments on the Finding and Each Recommendation:

Management agrees with both the finding and recommendations.

b. Action(s) Taken or Planned on the Finding

The management overseeing the process has been completely replaced to ensure a fresh perspective and unwavering dedication to implementing robust internal controls.

We have outlined several steps to address the deficiency identified. Firstly, we will develop a comprehensive procedure detailing the review and approval process for manual journal entries, delineating roles and responsibilities. Following this, we will introduce a structured workflow within the accounting department to ensure that manual journal entries undergo independent review and approval before posting. Additionally, we will define protocols for conducting periodic reviews of posted manual journal entries to identify errors or irregularities. We anticipate completing these actions prior to the next audit to fortify our internal controls and enhance the accuracy of our financial reporting.



Housing Authority of the City of Madera

Elsa Mejia
CHAIRPERSON

Blanca Mendoza-Navarro
INTERIM EXECUTIVE DIRECTOR

2. Finding 2022-002

a. Comments on the Finding and Each Recommendation:

Management agrees with both the finding and recommendations.

b. Action(s) Taken or Planned on the Finding

The management overseeing the process has been completely replaced to ensure a fresh perspective and unwavering dedication to implementing robust internal controls.

To address the shortcomings identified in Finding 2022-002, the Authority commits to a targeted action plan aimed at ensuring timely compliance with reporting requirements. Central to our approach is the engagement of a fee accountant, recognized for expertise in HUD reporting and public housing financial management. This specialist will be tasked with overseeing and streamlining our reporting processes. By leveraging this expertise, we aim to quickly rectify past reporting lapses and ensure future submissions are timely and compliant with HUD requirements. The new fee accountant will conduct a comprehensive review of our current reporting mechanisms, identify bottlenecks, and implement best practices tailored to our operations.

This decisive action, centered around the expertise of the newly appointed fee accountant, demonstrates our commitment to enhancing our financial management practices and aligning with HUD's reporting expectations. Through these measures, we anticipate not only meeting HUD's deadlines but also setting a new standard for operational excellence within our Authority.

HOUSING AUTHORITY OF THE CITY OF MADERA

Management Letter

Year Ended September 30, 2022



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- 1940 orange tree lane #100
- redlands, ca 92374



February 28, 2024

To the Management and Governing Body of
Housing Authority of the City of Madera

Ladies and Gentlemen:

In planning and performing our audit of the basic financial statements of Housing Authority of the City of Madera Authority (Authority) as of and for the year ended September 30, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses and/or significant deficiencies and, therefore, material weaknesses and/or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.

Exhibit I to this Management Letter lists any deficiencies in internal control, substantive matters, and/or other issues encountered during our audit.

This communication is intended solely for the information and use of management of the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Smith Marion : 



EXHIBIT I

MANAGEMENT LETTER COMMENTS

We identified certain deficiencies in internal control that we consider to be significant deficiencies that should be brought to your attention:

Finding 2022-001: Lack of Review and Approval Process for Manual Journal Entries

Condition and Context: The Authority was unable to demonstrate there was a structured process whereby manual adjustments (journal entries) posted to the accounting system undergo explicit review and approval by an individual other than the preparer/poster of the entry. Furthermore, there is no subsequent review of these manual journal entries once they are posted to the accounting system.

Cause: The absence of a defined review and approval process for manual journal entries can be attributed to inadequate internal controls and oversight mechanisms. The lack of subsequent review indicates a deficiency in the overall accounting practices and procedures of the Authority.

Recommendation: The Authority should establish and implement a formal review and approval process for manual journal entries posted to the accounting system. This process should involve independent review and approval by individuals other than the preparer/poster of the entry. Additionally, a subsequent review mechanism should be instituted to periodically assess the accuracy and appropriateness of these manual journal entries.

Finding 2022-002 AL Number and Title: Various—Housing Voucher Cluster – Reporting

Condition: It was identified during the audit that the Authority did not meet the prescribed deadlines for submitting the FASSPHA, SF-SAC, and SEMAP reports to federal agencies. This delay in reporting has been noted for the first time in the current audit period.

Cause: The failure to meet reporting deadlines can be attributed to a combination of factors, including major staff turnover, which led to a loss of institutional knowledge and expertise critical for the preparation and submission of these reports. Additionally, a change in auditor who had been instrumental in ensuring timely submissions in the past, with the new auditor becoming unreachable, further exacerbating the situation. These challenges were compounded by inefficiencies in the Authority's internal processes for report preparation and submission.

Recommendation: To mitigate this issue, it is recommended that the Authority: (1) Prioritize the recruitment and training of new staff to fill critical roles, ensuring they are well-versed in HUD reporting requirements; (2) Establish a contingency plan for maintaining continuity of operations in the event of key personnel turnover or unavailability; and (3) Revise and streamline internal reporting processes to improve efficiency and reliability in meeting HUD's reporting deadlines.



EXHIBIT I

We have identified certain matters involving the internal control and other operational matters that are not considered significant deficiencies or material weaknesses. These matters do not affect our report dated February 28, 2024 on the financial statements of the Authority. We will review the status of these comments during our next audit engagement. Our comments and recommendations, all of which have been discussed with appropriate members of management, are intended to improve internal control or result in other operating efficiencies.

Our comments are summarized as follows:

Improper Deposit of Federal Funds in Non-compliant Investment Account

Condition and Context: The Authority improperly deposited federal funds designated for public housing and Section 8 programs into a California Local Agency Investment Fund (CA LAIF) investment account. This action is in direct violation of Housing and Urban Development (HUD) guidelines, as the CA LAIF does not adhere to HUD's requirement for a depository agreement, outlined in HUD form 51999. The CA LAIF's refusal to sign this form means such funds are held without the necessary federal protections and oversight. Additionally, to rectify this misallocation, auditors were required to reclassify non-federal cash from other programs, effectively moving the LAIF funds off the federal programs' books to ensure compliance with federal funding guidelines.

Cause: This situation arose due to a fundamental oversight in the Authority's cash management practices, specifically, a failure to confirm the eligibility and compliance of the investment account for holding federal funds. The underlying cause is a lack of internal controls designed to prevent the deposit of federal funds into accounts that do not meet HUD's stringent requirements. This deficiency indicates an issue of inadequate compliance with federal regulations and a lack of proper oversight mechanisms to ensure that all financial operations align with federal standards.

Recommendation: An update to financial management policies is necessary to prevent future non-compliance, including the establishment of stringent internal controls for the verification of account eligibility for federal funds. Additionally, targeted compliance training for staff involved in financial management is essential to reinforce the importance of adhering to federal guidelines and to ensure the Authority's practices meet HUD's standards. This consolidated approach will address the identified deficiencies, ensuring the Authority's alignment with federal funding regulations and securing the integrity of its financial management processes.

HOUSING AUTHORITY OF THE CITY OF MADERA

**The Auditors Communication with Those Charged with
Governance**

Year Ended September 30, 2022



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February 28, 2024

The Governing Body of
Housing Authority of the City of Madera

We have audited the financial statements of Housing Authority of the City of Madera (Authority) as of and for the year ended September 30, 2022, and have issued our report thereon dated February 28, 2024.

This report summarizes our communications with those charged with governance as required by our professional standards to assist you in fulfilling your obligation to oversee the financial reporting and disclosure process.

REQUIRED COMMUNICATIONS

Professional standards require the auditor to provide the Governing Body (the Board or those charged with governance) with additional information regarding the scope and results of the audit that may assist the Board in overseeing the financial reporting and disclosure processes which the management of the Authority is responsible. We summarize these required communications as follows:

AUDITORS' RESPONSIBILITIES UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES (US GAAS) AND GENERALLY ACCEPTED GOVERNMENT AUDITING STANDARDS (GAGAS)

Our responsibilities are included in our audit engagement letter.

The financial statements are the responsibility of the Authority's management as prepared with the oversight of those charged with governance. Our audit was designed in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, to obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement. We were not engaged to perform an audit of the Authority's internal control over financial reporting.

Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we will express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation.



INDEPENDENCE

We are not aware of any relationships between Smith Marion & Co. and our related entities, and the Authority, or any other matters that in our professional judgment, may reasonably be thought to bear on our independence.

We confirm that we are independent with respect to the Authority within the meaning of the applicable published rules and pronouncements, its interpretations and rulings.

THE ADOPTION OF, OR A CHANGE IN SIGNIFICANT ACCOUNTING POLICIES

We determined that the Board is informed about the initial selection of, and any changes in significant accounting principles or their application when the accounting principle or its application, including alternative methods of applying the accounting principle, has a material effect on the financial statements.

Effective October 01, 2021, the Authority implemented:

GASB 87 - Leases

AUDITORS' JUDGEMENT ABOUT THE QUALITY OF THE AUTHORITY'S ACCOUNTING PRINCIPLES

We discussed our judgment about the quality, not just the acceptability, of the Authority's accounting principles as applied in its financial reporting, including the consistency of the accounting policy and their application and the clarity and completeness of the financial statements and related disclosures.

SENSITIVE ACCOUNTING ESTIMATES

Certain estimates are particularly sensitive due to their significance to the financial statements and the possibility that future events may differ significantly from management's expectations.

We determined that the Board is informed about management's process for formulating particularly sensitive estimates and about the basis to our conclusions regarding the reasonableness of those estimates.

Management's judgment is called upon in:

Pension obligation and related deferred inflows/outflows – Management estimate is based on actuarial assumptions and methods. We have evaluated those actuarial assumptions and methods in determining that they are reasonable in relation to the financial statements.

FINANCIAL STATEMENT DISCLOSURES

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users.

The most sensitive disclosures affecting the Authority's financial statements relate to:

Pension obligation and related deferred inflows/outflows



IDENTIFIED OR SUSPECTED FRAUD

We are not aware of any matters that require communication. Furthermore, the Authority's management has represented to us that they were not aware of any fraud or illegal acts for the period from October 01, 2021 to September 30, 2022 (see *Management's Representation Letter*).

SIGNIFICANT DIFFICULTIES ENCOUNTERED DURING THE AUDIT

There were no serious difficulties encountered in dealing with management in performing the audit.

REPRESENTATIONS REQUESTED FROM MANAGEMENT

We have requested certain written representations from management in a separate letter dated February 28, 2024 (see *Management's Representation Letter*).

UNCORRECTED MISSTATEMENTS, RELATED TO ACCOUNTS AND DISCLOSURES, CONSIDERED BY MANAGEMENT TO BE IMMATERIAL

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. The uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

MATERIAL CORRECTED MISSTATEMENTS, RELATED TO ACCOUNTS AND DISCLOSURES

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.

As a result of our audit procedures, material misstatements were brought to the attention of management and were corrected during the current period (see *Adjusting Journal Entry Report*).

DISAGREEMENTS WITH MANAGEMENT

There were no material disagreements with the Authority's management on financial accounting and reporting matters during the audit.



CONSULTATIONS WITH OTHER ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters (see *Management Representation Letter*).

MAJOR ISSUES DISCUSSED WITH MANAGEMENT PRIOR TO RETENTION

In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority’s auditors.

SIGNIFICANT RISKS IDENTIFIED

For purposes of this communication, professional standards require us to communicate to you significant risks identified during our audit.

The following significant risks were identified in our audit procedures:

Management override of controls (*required by US GAAS*) - Even though internal control over financial reporting (hereinafter referred to as internal controls or simply as controls) may appear to be well-designed and effective, controls that are otherwise effective can be overridden by management in every entity. Many financial statement frauds have been perpetrated by intentional override by senior management of what might otherwise appear to be effective internal controls. Because management is primarily responsible for the design, implementation, and maintenance of internal controls, the entity is always exposed to the danger of management override of controls.

Improper revenue recognition (*required by US GAAS*) –Revenue recognition is one of only two matters that must always, under AU-C 240 (the fraud risk standard), be considered a high-risk area, requiring expanded audit attention. Revenue recognition fraud schemes have been responsible for more investigations, restatements, and litigation against outside accountants than any other single cause. Revenue recognition is an accounting principle that asserts that revenue must be recognized as it is earned. Proper revenue recognition is imperative because it relates directly to the integrity of a company’s financial reporting. The intent of the principle around revenue recognition is to standardize the revenue policies used by companies. This standardization allows external entities to easily compare the income statements of different companies in the same industry. Because revenue is one of the most important measures used by external entities to assess a company’s performance, it is crucial that financial statements be consistent and credible.

GASB 87 implementation (*new significant standard*) - Implementation of certain new accounting standards raise substantial risk of material misstatement based on their complexity, lack of guidance, level of effort required and novelty.



Entities use a variety of leasing arrangements to stabilize cash flows and reduce risk and uncertainty. The newly issued GASB Statement 87 on leases fundamentally changes lease recognition, measurement, and related disclosures for both government lessees and lessors. The major changes outlined in GASB 87 are: (1) Leases will be classified as “short-term,” “contracts that transfer ownership,” and “all other.”; (2) Leases that extend beyond 12 months will have a balance sheet impact on both the lessee and lessor; (3) For leases other than short-term leases and contracts that transfer ownership, the lessee will recognize an intangible right to use lease asset, and the lessor will continue to depreciate and account for the lease asset; (4) Financial statement disclosures and schedules will be required for contracts that transfer ownership and non-short-term leases; and (5) There will be no disclosure requirement for short-term lease outflows. GASB 87’s provisions go into effect for fiscal years beginning after June 15, 2021, and all reporting periods thereafter. Implementation is very time-intensive, especially for entity's that have a number of agreements that are currently recorded as operating leases.

SIGNIFICANT UNUSUAL TRANSACTIONS

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit.

During our audit procedures, we did not become aware of significant unusual transaction that should be brought to your attention.

OTHER SIGNIFICANT MATTERS, FINDINGS, OR ISSUES

During prior audit procedures, we became aware of certain matters that should be brought to your attention. A listing of these matters is discussed in a separate report to management dated February 28, 2024 (see *Management Letter*).

OTHER INFORMATION IN DOCUMENTS CONTAINING AUDITED FINANCIAL STATEMENTS

We reviewed the supplemental information to the financial statements to ensure consistency with the audited financial statements.

RESTRICTION ON USE

This report is intended solely for the information and use of the individuals charged with governance, and management of the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Smith Marion :

RESOLUTION NO. 1285

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA APPROVING THE FISCAL YEAR 2022 FINANCIAL AUDIT.

RECITALS

A. **WHEREAS**, the Housing Authority of the City of Madera (the “Housing Authority”), is required to undertake an independent audit of its financial records;

B. **WHEREAS**, the Housing Authority’s financial statements for the fiscal year ending September 30, 2022, have been audited by Smith Marion & Co., an independent accounting firm;

C. **WHEREAS**, Smith Marion & Co. has issued an Unmodified Opinion with respect to the 2022 Fiscal Year Audit.

D. **WHEREAS**, copies of the 2022 Audited Financial Statements and Single Audit Reports will be posted on the Housing Authority’s website; and

E. **WHEREAS**, the Interim Executive Director and Finance Staff recommends that the Board of Commissioners adopt a resolution approving the Audited Financial Statements for Fiscal Year ending September 30, 2022.

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. Approval of the the Audited Financial Statements for Fiscal Year ending September 30, 2022. The Housing Authority’s Board of Commissioners has considered and herein approves the Audited Financial Statements for Fiscal Year ending September 30, 2022.

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 13th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Interim Executive Director
Blanca Mendoza-Navarro

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 March 13, 2024, 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

C-2 RESOLUTION No. 1289 CONSIDERING APPROVAL TO ENTER INTO CONTRACT WITH VILLA GARDEN SERVICES FOR POMONA RANCH LANDSCAPE/HARDSCAPE, IRRIGATION PLANS/DESIGN AND IMPLEMENTATION



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: C-2

FROM: Blanca Mendoza-Navarro, Interim-
Executive Director

AUTHOR: Jared Garza, Maintenance Services Manager

DATE: March 6, 2024

SUBJECT: RESOLUTION NO. 1289 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDERING APPROVAL TO ENTER INTO CONTRACT WITH VILLA GARDEN SERVICES, INC. FOR POMONA RANCH LANDSCAPE/HARDSCAPE, IRRIGATION PLANS//DESIGN AND IMPLEMENTATION.

EXECUTIVE SUMMARY:

The purpose of this memo is to request approval from the Boards of Commissioners to award the contract for the Landscape/Hardscape, Irrigation Plans/Design, and Implementation at the Pomona Ranch Migrant Center. A Request for Proposal (RFP#2024-01) was publicly solicited on January 22, 2024. Solicitation efforts included publication on the Agency website, public job walks, and direct calls to potential vendors. The deadline for responses was February 22, 2024, at 4:00pm. The Agency received a total of one proposal.

Staff has determined that Villa Garden Services Inc. was the responsive and responsible proposer, with a proposed starting date to be determined once the Office of Migrant Services (OMS) reviews the contract.

RECOMMENDATION:

Staff recommends that the Board of Commissioners adopt the attached Resolution authorizing Blanca Mendoza-Navarro, Interim Executive Director and/or her designee, to enter into contract negotiations and execute the contract for the Pomona Ranch Landscape/Hardscape project.

FISCAL IMPACT:

The fiscal impact of the contract will be no more than \$60,000. This amount will be reimbursed by the Office of Migrant Center (OMS).





PO Box 1147

Madera, CA 93639

(559)662-0581

Contact: Yvette Medina

yvette@villagardenservice.com

www.villagardenservice.com

Housing Authority of the City of Madera

Maintenance Services Department

205 North G. St.

Madera, CA 93637

Re: RFP #2024-01

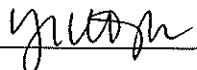
Landscape/Hardscape, Irrigation Design & Implementation. Pomona Ranch

SUBMITTAL INSTRUCTIONS & REQUIREMENTS

Unless otherwise specifically required, the items listed below must be included in the proposal submittal. Please complete this form by marking an "X", where provided, to verify that the referenced form or information has been included within the proposal submitted by the proposer. Proposals must be tabbed in the order listed below for continuity and ease of reference. FOUR (4), complete sets of proposals, including one (1), with original signatures must be submitted.

X=ITEM INCLUDE D	TAB #	SUBMITTAL ITEMS <i>This page must be inserted under Tab 1.</i>
<u>X</u>	Tab 1	Submittal Instructions & Requirements Technical Capabilities and Qualifications Profile Firm Form Form of Non-Collusive Affidavit
<u>X</u>	Tab 2	Demonstrated Successful Past Performance References
<u>X</u>	Tab 3	Capacity to meet all requirements as specified within the RFP Bid Bond or Guarantee
<u>X</u>	Tab 4	Understanding the Scope of Work to be performed. Material Information Estimated work schedule with proposal start and completion dates
<u>X</u>	Tab 5	Proposal Cost From HUD-5369-A Representations, Certifications and Other Statements of Bidders
<u>X</u>	Tab 6	Preferences: Vendor Contractor Information SBE/DBE/MBE/WBE (optional)
_____	Tab 7	Section 3 Certification for Business Concerns seeking Section 3 Business Preference (optional)
_____	Tab 8	Other Information (optional)

Company Name: Villa Gardening Service, Inc.

Signature:  Date: 2/19/24

Name/Title: Yvette Medina

VILLA GARDENING SERVICE, INC.



Housing Authority of the City of Madera
205 N. "G" St.
Merced, CA 93637

February 20, 2024

Re: RFP #2024-01: Tree Maintenance, Landscape/Hardscape, Irrigation Plans/Designs & Implementation Pomona Ranch

Villa Gardening Service, Inc. is located in Madera, CA. Established in 1997 and later incorporated on September 08, 2011. Our company began providing residential lawn service then grew into both commercial and residential services. In 2016 we became Landscape and Tree service contractors which opened many opportunities for us.

Our company is led by Albertano Villa, President and founder, Aldair Villa (BS, Plant Sci.) our Project Manager, and Yvette Villa Medina (BBA) Secretary Officer. Our company provides services in custom landscape, irrigation services and tree services. We are licensed and insured.

We have experience working for both the City of Madera and Housing Authority in Madera. The services we have provided are lawn services, landscape remodeling and tree service. Our company is dependable. We are quick to respond to emergency situations such as fallen trees, fallen branches, and irrigation leaks. We would appreciate the opportunity to work with you again.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yvette", written over a horizontal line.

Yvette V. Medina
Secretary Officer
Villa Gardening Service, Inc.

ADDRESS: P.O. BOX 1147, MADERA, CA 93639 PHONE: 559-662-0581 CELL: 559-871-1334
EMAIL: yvette@villagardenservice.com

PROFILE OF FIRM FORM

1. Prime X2. Name of Firm: Villa Gardening Service, Inc.Contact person: Yvette medinaTelephone: (559) 662-0581 Fax: _____ Cell: (559) 871-1334Email: yvette@villagardenservice.com Secondary Email: al@villagardenservice.comStreet Address, City, State, Zip: 14451 Road 29, Madera, CA 936383. Mailing Address, City, Sate, Zip (if different): P.O. Box 1147, Madera, CA 93639

4. Please attached a brief biography/resume of the company, including the following information: a) Year Firm Established; b) Former Business Name and Year Established (if applicable).

5. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP
Albertano Villa	president	50%
Rosalima Villa	Vice President	30%
Yvette V. Medina	Secretary officer	20%

6. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE
Aldair Villa	project Manager

7. Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter, where provided, the correct percentage (%) of ownership of each:

☐ Caucasian (Male) _____ % ☐ Caucasian (Female) _____ % ☐ Public-Held Corporation _____ % ☐ Government Agency _____ % ☐ Non-Profit Organization _____ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise ~ Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

☐ Resident-Owned _____ % ☐ African American _____ % ☐ Native American _____ % ☒ Hispanic _____ % ☐ Asian/Pacific Islander _____ % ☒ Woman-Owned _____ %

☐ Disabled Veteran _____ % ☐ Other (Specify): _____ %

WMBE Certification Number: N/A

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

8. Federal Tax ID No.: 45-3146007

9. City/County Business License (if applicable)

City of Madera ~~Merced~~ License # 3300

10. State of California Contractor's License/Registration Type(s) and/or other License or Certification #.: 1011710

11. Worker's Compensation Insurance Carrier: Insurance Company of the West
Policy No.: WPL507189100 Expiration Date: 07/01/2024

12. General Liability Insurance Carrier: Atlantic Casualty Insurance Co.
Policy No. M405000024 Expiration Date: 08/23/2024

13. Automobile Liability Insurance Carrier: Kraft Lake Insurance Agency
Policy No. 975508637 Expiration Date: 06/07/2024

14. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California or any local government agency within or without the State of California?

Yes ☐ No ☒

Attachment #6

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

15. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer and/or Employee(s) of the HA?

Yes ☐

No ☐

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

16. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Yvette Medina

Signature

02/26/2024

Date

Yvette Medina

Printed Name

Villa Gardening Service, Inc.

Company

FORM OF NON-COLLUSIVE AFFIDAVIT

I, Yvette V Medina, being first duly sworn, deposes and says:
(name of signer)

That he/she, is the owner (a/an owner, partner, officer etc., of the firm), the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That I have examined and carefully prepared this proposal from specifications, and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[Signature]
SIGNATURE OF BIDDER:

if bidder is an individual

SIGNATURE OF PARTNER:

if bidder is a partnership;

SIGNATURE OF OFFICER:

if bidder is a corporation

2/21/21
Date:



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

VILLA GARDENING SERVICE INC

License Number 1011710

to engage in the business or act in the capacity of a contractor in the following classifications:

C27 - LANDSCAPING
D49 - TREE SERVICE

Witness my hand and seal this day,

July 18, 2016

Issued March 5, 2016

Agustin "Augie" Beltran, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Cindi A. Christenson, Registrar of Contractors



City of Madera
Business License
THIS LICENSE EXPIRES : 06/30/2024

License Number
3300

Location 14451 ROAD 29 MADERA, CA 93639

This license does not constitute acceptance or the use of the above locations as having complied with existing building codes or fire prevention codes. A licensee shall remain fully liable and responsible for bringing the premises in conformity with all applicable City and State codes. Finance Director must be notified of any change in address. This license is nontransferable, nonrefundable, and is subject to revocation for noncompliance.

Category: ADMIN/SUPP/WASTE/REMEDIATION

Type: LAWN CARE SERVICES

**DISPLAY IN A
PROMINENT PLACE**

PAID



For Office Use Only
City of Madera
Business License
205 West Fourth Street
Madera, CA 93637
(559) 661-5408

License Number
3300

Business Location: 14451 ROAD 29 MADERA, CA 93639

Issue Date: 08/08/2023

Business Name: VILLA GARDEN
Mailing Address: P O BOX 1147
MADERA, CA 93639

Expiration Date: 06/30/2024

Business ID: 7876

This license does not constitute acceptance or the use of the above locations as having complied with existing building codes or fire prevention codes. A licensee shall remain fully liable and responsible for bringing the premises in conformity with all applicable City and State codes. Finance Director must be notified of any change in address. This license is nontransferable, nonrefundable, and is subject to revocation for noncompliance.

Category: ADMIN/SUPP/WASTE/REMEDIATION
Type: LAWN CARE SERVICES

ADA BUSINESS LICENSE
ADA COMPLIANCE FEE
ADA BUILDING DEPARTMENT PORTION
GROSS RECEIPT SCHEDULE

FEES:
\$0.16
\$1.20
\$2.64
\$360.00

Total Received: \$364.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RISI dba Pan American Insurance Services 520 Capitol Mall Suite 500 Sacramento CA 95814	CONTACT NAME: Jessica Martinez PHONE (A/C, No, Ext): (916) 286-5970 FAX (A/C, No): (916) 286-5970 E-MAIL ADDRESS: jessica.martinez@relationinsurance.com
INSURED Villa Gardening Service Inc. PO Box 1147 Madera CA 93639	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Casualty Insurance Co INSURER B: CRC Group INSURER C: Insurance Company of the West INSURER D: INSURER E: INSURER F:
	NAIC # 27847

COVERAGES CERTIFICATE NUMBER: 23/24 GL WC UMB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		M405000024	08/23/2023	08/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COI/PIOP AGG \$ Included
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			CXS4007908	08/23/2023	08/23/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WPL 5071891 00	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Housing Authority of the City of Madera, its officers, officials, employees, and volunteers are Additional Insured as respects to General Liability per form CG 20 33 04 13.

CERTIFICATE HOLDER

CANCELLATION

Housing Authority of the City of Madera
205 North "G" Street

Madera

CA 93637

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



References

Community Action Partnership of Madera County: 1225 Gill Ave. Madera, CA 93637

Contact: Joe Arias, Facilities Supervisor (559) 416-5271

Description: Our company has been servicing Community Action Partnership since 2014. We provide services such as; landscape maintenance, new landscape installation, tree trimming/removal, and irrigation installation/repairs. Included with this reference is the invoice and copy of payment of similar work as this bid.

DMP Development Corporation: 2001 Howard Rd. #211, Madera, CA 93637

Contact: Rick Scroggins (559) 363-8252

Description: Our company has been the landscape contractor for DMP Development since 2016. We have leveled, graded, and installed the new landscape and drip irrigation systems for the new homes. These projects usually take 3 days to complete. Included is a copy of an Addendum to contract.

Habitat for Humanity Greater Fresno Area: 4991 East McKinley Ave., Fresno, CA 93727

Contact: Justin Burd, Site Supervisor (559) 408-1614

Description: We worked with Habitat for Humanity in the months of July and November of 2021 in Madera, CA and again July – August 2023. Our company leveled, graded, and installed new drainage and irrigations systems along with the new landscape for 10 new homes. These projects took about 3-4 days to complete. Included is a copy of an accepted estimate.

Madera County: 200 W. 4th St., Suite 3100, Madera, CA 93637

Contact: Monte Cox, Program Manager (559) 675-7811 Ext. 3588

Description: In August of 2022 we were contracted by Madera County to redo the landscape at 201 W. Almond Ave., Madera, CA 93637. This project took approximately 2 weeks to complete. Included with this reference is the contract, estimate and site plan.

Madera County Superintendent of Schools: 1105 S. Madera Ave., Madera, CA 93637

Contact: Opie Riar (559) 706-0134

Description: Madera County Superintendent of Schools has been our client since 2016. We provide services such as; landscape maintenance, new landscape installation, tree trimming/removal, and irrigation installation/repairs. Included with this reference is a purchase order for the most recent accepted landscape projects.

ADDRESS: P.O. BOX 1147, MADERA, CA 93639 **PHONE:** 559-662-0581

EMAIL: yvette@villagardenservice.com

Villa Gardening Service, Inc.
PO Box 1147
Madera. CA 93639
(559)662-0581
yvette@villagardenservice.com
www.villagardenservice.com



INVOICE

BILL TO

Community Action Partnership
of Madera County
1225 Gill Ave.
Madera,
Madera. CA 93637

INVOICE # 38309
DATE 02/28/2021
DUE DATE 03/15/2021
TERMS Net 15

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Mariposa school			
	Services			5,535.00
	Soil Preparation:			
	- Scraped, leveled, and graded area			
	- Removed excess soil and hauled away			
	Turf:			
	- Installed 480 ft. of artificial turf (Everglade Spring Light)			
	- Installed 5 yards of baserock			
	- Installed 3 yards of gray decomposed granite			
	- Installed weed barrier			
	Irrigation:			
	- Installed 1 valve drip irrigation system			
	- Trenched in black drip line tubing for tree			
	- Installed (1 station) battery operated controller			
	Tree:			
	- Installed 1 Red Oak tree (15 gal)			
	Labor & material included			

Thank you for your business!

BALANCE DUE

\$5,535.00

PAID 05/05/2021



ADDENDUM TO CONSTRUCTION CONTRACT

DMP DEVELOPMENT CORPORATION

2001 Howard Road, Suite 111

Madera, CA 93637

Telephone: (559) 674-7002

TO: Villa Garden Service, Inc.
P.O. Box 1117
Madera, Ca 93639

DATE: August 1, 2022

PROJECT: Villa Estates Units 1, 4, 5 & 6

DMP Contract Code: 001-011-002-021-002-021

Addendum No. 10 to the Construction Contract, Dated April 11, 2019

Addendum Amount: \$21,444.00 (Twenty-One Thousand Four Hundred Forty-Four Dollars and 00/100)

You shall be directed to complete the following work under the Construction Contract, Agreement:

Supply all labor, materials, equipment and energy necessary to complete all residential landscape for the front yard per City of Madera standards, residential grading to be per City of Madera requirements and clean-up services. Price includes providing the trenching and drip irrigation w/ automatic timer and rain sensor for the front yard only, (1) 15 gal. tree, assorted 1 gal. plants per city standards, 3" of bark in all exposed areas per the City standards, grading entire lot per (1) clean-up and dump trips.

Job #	Address	Plan	Price
CA-06-003	1378 Monterey St.	2079 Spanish	
CA-06-004	1368 Monterey St.	1436 Country	\$5,794.00
CA-06-005	1353 Monterey St.	1960 Spanish	\$5,279.00
CA-06-006	1348 Monterey St.	1819 American Traditional	\$5,219.00
			\$5,152.00
Total This Addition			\$21,444.00

See attached work order for details of the work to be completed under this addendum. All work shall be completed in accordance with the terms and conditions of the Construction Contract dated 4-11-2019. All work shall be completed in accordance with the terms and conditions of the Construction Contract dated 4-11-2019. All work shall be completed in accordance with the terms and conditions of the Construction Contract dated 4-11-2019.

AGREED TO:

DMP Development Corp.

By

Title

Date 8/4/22

Villa Garden Service, Inc.

By

Title

PRESIDENT

Date

8-4-22

Villa Gardening Service, Inc.
PO Box 1147
Madera, CA 93639
(559)662-0581
yvette@villagardenservice.com



Estimate

ADDRESS

Habitat for Humanity Greater
Fresno Area
4991 East McKinley Avenue,
Suite 123
Fresno, CA 93727

ESTIMATE # 2715
DATE 04/24/2023

DATE	ACTIVITY	QTY	PRICE
	Landscape Service		
	Site:	1	4,800.00
	Lot #14		
	20718 Troutdale Lane		
	Riverdale, CA 93656		
	Soil Prep:		
	-Scrape, level and grade for front and backyard		
	-Haul away excess soil to local site		
	-Install 3" corrugated drainage [150 feet] for proper drainage		
	Irrigation:		
	-Install 1-valve sprinkler system for new sod		
	-Install 1" shut off valve with valve box		
	-Install indoor automatic controller		
	-Install rain sensor module		
	Sod:		
	-Install hybrid Bermuda 'celebration grass' [320 sf]		
	-Install starter fertilizer		
	Mulch:		
	-Install brown walk-on bark [11 yards]		
	Equipment, labor and materials for project includes:		
	-Project fuel		
	-Skid steer loader		
	-Trencher		

We look forward to working with you.

TOTAL

\$4,800.00

Accepted By

Ashley Hederman

Accepted Date

April 28, 2023

MADERA COUNTY PURCHASING AGENT AGREEMENT NO. _____
(Public Works: Villa Garden Service – Landscaping)

THIS AGREEMENT is made and entered into this 07 day of September, 2022, by and between the COUNTY OF MADERA, a political subdivision of the State of California, acting by and through the Madera County Purchasing Agent (hereinafter "COUNTY") and VILLA GARDENING SERVICE, a California corporation, (hereinafter "CONTRACTOR").

AGREEMENT

1. **TERM.** CONTRACTOR's services under this Agreement shall begin upon execution and shall be for a one (1) year period, unless sooner terminated.

2. **SCOPE OF SERVICES.** CONTRACTOR shall perform landscaping services and maintenance and accomplish those tasks as outlined in the Services Estimate, attached hereto as Exhibit "A," and incorporated by reference.

3. **INCORPORATION OF MASTER AGREEMENT.** COUNTY Master Contract No. 009 is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of Master Contract No. 009. In the event of any inconsistency between the provisions found in Exhibit "A" and Master Contract No. 009, the provisions of Master Contract No. 009 shall control.

4. **COMPENSATION AND COSTS.** Total compensation shall be as outlined in Exhibit "A" and shall not exceed Forty-Nine Thousand Nine Hundred Thirty-Seven Dollars (\$49,937.00).

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* * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

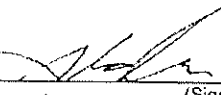
Approved as to Legal Form:
COUNTY COUNSEL

Crystal M. Pizano
By: Pizano
Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email = cpizano@lozanosmith.com C = US O = LOZANO SMITH
Date: 2022.08.19 16:38:04 -07'00'

Darin McCandless, Purchasing Agent

VILLA GARDEN SERVICE, INC.

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

By: 
(Signature)
ALDAIR VILLA
(Print)
Title: PROJECT MANAGER

By: _____

Approved as to Accounting Form:
COUNTY AUDITOR-CONTROLLER

By: _____

ACCOUNT NUMBER(S)

J:\wdocs\01246\034\AGT\00982558.DOCX

Villa Gardening Service, Inc.
PO Box 1147
Madera, CA 93639
(559)662-0581
yvette@villagardenservice.com

ADDRESS

Madera County Almond yard
201 W. Almond Ave.
Madera, CA 93637
United States

ESTIMATE # 2452

DATE 07/12/2022

Services

49,937.00

Font Landscape Estimate:

Soil Prep:

- Remove old landscape, remove dead tree/ stumps
- Scrape level and grade for new landscape
- Install soil stabilizing weed barrier fabric [18,000 SQ. FT.]

Irrigation:

- Install drip irrigation to new landscape
- Set up new irrigation system on an automatic timer

Plants/Trees:

- Install (37) Dwarf Olive bush [1-Gallon]
- Install (28) Dwarf Blue Agave [1-Gallon]
- Install (25) Purple Fountain grass [1-Gallon]
- Install (18) Red Yucca plant [1-Gallon]
- Install (5) Yellow Lantana [5-Gallon]
- Install (4) Marina Strawberry tree [15-Gallon]
- Install (4) Bay Leaf Laurel tree [15-Gallon]
- Install (2) Chinese Pistache tree [15-Gallon]
- Install (2) Crape Myrtle 'Red Dynamite' [15-Gallon]

Rock:

- Install (24) Moss Covered Boulders [1/2 Ton]
- Install and compact Santa Fe Decomposed Granite [115 Cubic yards]
- Install (2"x4") Cobblestone [10 Tons]
- Install 3/8" Pea Gravel [10 Tons]

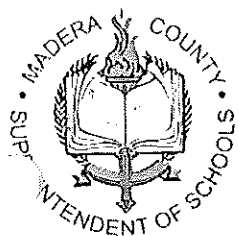
Equipment, labor and materials include:

- Project fuel
- Dump fees
- Material delivery

We look forward to working with you.

TOTAL

\$49,937.00



PURCHASE ORDER

Madera County Superintendent of Schools

Purchasing
1105 S. Madera Avenue
Madera, CA 93637
(559) 662-6223 FAX (559) 674-5448

PURCHASE ORDER NO:

PO24-01293

Show this number on all invoices,
packages and correspondence

Order Date: 12/11/2023

Page 1 of 1

purchasing@mcsos.org

ORDERED FROM:

Vendor # 020200

SHIP TO:

VILLA GARDENING SERVICE INC
PO BOX 1147
MADERA, CA 93639

MCIA Receiving/Warehouse
1635 E. Olive Avenue
Madera, CA 93638

Madera County Superintendent of Schools will not be liable
for goods furnished without an authorized Purchase Order


Vendor Phone: (559) 662-0581

Vendor FAX: (559) 664-9608

DATE REQUIRED	F.O.B.	BUYER	REQUISITIONER Kim Linderholm	REQUISITION # R24-01656	
SHIP VIA	TERMS OF PAYMENT Net 30	QUOTE #	ORDER LOCATION 058 - MADERA COUNTY SUPT OF SCHOOLS		
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	LANDSCAPE PROJECT PER ESTIMATE 2859	9,640.00	\$9,640.00
2	1	EACH	LANDSCAPE PROJECT PER ESTIMATE 2858	5,375.00	\$5,375.00
Order Sub-Total					\$15,015.00
Sales Tax					.00
Shipping					.00
Discount/Adjustment					.00
Order Total					\$15,015.00

IMPORTANT INSTRUCTIONS TO VENDOR

1. The Purchase Order number must be included on all invoices, packing lists and packages.
2. Invoices must be mailed or emailed to the Purchase Order address above.
3. If the order cannot be filled as indicated in accordance with description, quantity and price hereon, notify immediately.
4. Orders not received on date specified may be cancelled by us. Goods subject to inspection on arrival.
5. Sales tax must be shown separately.
6. Each shipment must be covered by a separate invoice. Articles on this Purchase Order must not be billed with those on other Purchase Orders.
7. On orders F.O.B. Shipping Point prepay shipping charges, add to invoice and attach paid freight bill as evidence of prepayment charges.
8. Conditions and instructions shown on the face of Purchase Order or referenced herein will become part of this transaction.
9. Receiving: Receiving department will not be open for receipt of deliveries on weekends or holidays.


Authorized Signature

Vendor



Warranty

Villa Gardening Service, Inc. offers a warranty on your newly installed artificial turf.

8-year warranty for newly installed artificial turf:

Villa Gardening Service, Inc. warrants that if artificial turf installed proves to be defective in materials or workmanship resulting in premature wear, during normal use of the product, within 8 years from installation date, or suffers significant fading, breakdown, or degradation due to exposure to natural ultraviolet rays within the 8 years of installation. Villa Gardening Service, Inc. will at its sole option: repair or replace affected area without charge to the customer.

The warranty does not cover any type of matting on this product.

- Warranty is limited to the remedies of repair or replacement of the affected areas of the synthetic grass.
- Warranty does not cover surface deterioration resulting from normal wear and tear or any damages caused by site conditions, accidents, misuse, abuse, neglect, exposure of the product inappropriate footwear (metal cleats), tobacco products, chemicals or cleaning agents, fire, floods, vandalism, acts of God.
- All warranty claims must be presented in a timely manner.
- This warranty does not cover sun magnification and melting from low E windows or matting.

Warranty on new landscape is as follows:

- Plants/ trees are guaranteed for 90 days after completion of work.
- Irrigation systems are guaranteed for 1 year after completion of work.

If you have any questions, please contact our office at (559) 662-0581.

Al Villa

A handwritten signature in black ink, appearing to read "Al Villa", with a stylized flourish at the end.

Project Manager
P.O. Box 1147
Madera, CA 93639



SYNTHETIC GRASS WAREHOUSE, INC. LIMITED EIGHT YEAR PUTTING GREEN WARRANTY



SYNTHETIC GRASS WAREHOUSE, INC. ("SGW") MANUFACTURER'S WARRANTY IS AS FOLLOWS IF YOU HAVE PURCHASED PUTTING GREEN MANUFACTURED BY SYNTHETIC GRASS WAREHOUSE, INC.

SGW WARRANTS THAT IF THE PUTTING GREEN SURFACE IT MANUFACTURED AND SUPPLIED PROVES TO BE DEFECTIVE IN MATERIALS DURING NORMAL USE OF THE PRODUCT, WITHIN EIGHT (8) YEARS FROM THE DATE OF MANUFACTURE, OR SUFFERS SIGNIFICANT FADING, BREAKDOWN OR DEGRADATION DUE TO EXPOSURE TO NATURAL ULTRAVIOLET RAYS WITHIN THE SAME EIGHT (8) YEAR PERIOD, SGW WILL, AT ITS SOLE OPTION EITHER 1) REPAIR OR REPLACE THE AFFECTED AREA WITHOUT CHARGE TO THE PURCHASER, OR 2) ISSUE A CREDIT EQUAL TO THE COST OF THE PUTTING GREEN MATERIAL ONLY.

IN THE EVENT THAT SGW ELECTS TO ISSUE A CREDIT IN LIEU OF REPAIR OR REPLACEMENT, SAID CREDIT SHALL ONLY APPLY TO THE AFFECTED AREA OF THE PUTTING GREEN GIVING RISE TO THE CLAIM. THE CREDIT SHALL BE ISSUED TO THE RETAILER, AS A PERCENTAGE OF THE REPLACEMENT COST OF NEW PUTTING GREEN MATERIAL OF THE SAME OR COMPARABLE QUALITY. THE CREDIT WILL BE GOOD ONLY TOWARD THE PURCHASE OF SGW SYNTHETIC GRASS. THERE WILL BE NO CASH PAYMENT.

- THIS WARRANTY ONLY APPLIES TO SGW'S PUTTING GREEN PURCHASED AND INSTALLED (BY OTHERS).
- THIS WARRANTY IS LIMITED TO THE REMEDIES OF REPAIR OR REPLACEMENT OF THE AFFECTED AREAS OF THE PUTTING GREEN, WHICH SHALL COMPROMISE THE EXCLUSIVE REMEDY AVAILABLE UNDER THIS WARRANTY, AND ALL OTHER REMEDIES OR ACTIONS THAT MIGHT OTHERWISE BE AVAILABLE ARE HEREBY WAIVED AND RELINQUISHED BY THE RETAILER AND OR THE END-USER/OWNER.
- THIS WARRANTY DOES NOT COVER THE INSTALLATION OF THE PUTTING GREEN OR ANY ISSUES STEMMING FROM THE INSTALLATION.
- THIS WARRANTY DOES NOT COVER SURFACE DETERIORATION RESULTING FROM NORMAL WEAR AND TEAR OR ANY DAMAGES CAUSED BY SITE CONDITIONS AND IMPROPER INSTALLATION BEYOND ITS CONTROL, ACCIDENTS, MISUSE, ABUSE, NEGLIGENCE, EXPOSURE OF THE PRODUCT TO INAPPROPRIATE FOOTWEAR (I.E. METAL CLEATS), TOBACCO PRODUCTS, CHEMICALS OR CLEANING AGENTS, FIRE, FLOODS, VANDALISM, ACTS OF GOD.
- THIS WARRANTY DOES NOT COVER ANY DAMAGE RESULTING FROM REPAIR OR ATTEMPTED REPAIR BY ANYONE OTHER THAN SYNTHETIC GRASS WAREHOUSE, INC'S.. OR ITS AUTHORIZED AGENTS, RETAILERS OR SUBCONTRACTORS.
- SGW HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- SGW SPECIFICALLY EXCLUDES AND WILL NOT PAY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY. THIS INCLUDES ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SYNTHETIC GRASS, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR ECONOMIC LOSS, EXPENSE, PERSONAL INJURY ETC.
- THIS WARRANTY IS NON-TRANSFERABLE. THIS WARRANTY IS ONLY EXTENDED TO THE ORIGINAL PURCHASER.
- ALL WARRANTY CLAIMS MUST BE PRESENTED IN A TIMELY FASHION TO SGW AS A PRINTED DESCRIPTION WITH PHOTOS AS SOON AS AN ISSUE WITH THE SYNTHETIC GRASS BECOMES EVIDENT.
- THIS WARRANTY DOES NOT COVER SUN MAGNIFICATION AND MELTING FROM LOW E WINDOWS OR MATTING.



SYNTHETIC GRASS WAREHOUSE, INC. 1400 N. DALY ST. ANAHEIM, CA 92806 T: (800) 773-9597 F: (714) 283-1161



Estimated work schedule

Villa Gardening Service, Inc is available to begin work within one week of approval of bid. Our work schedule is Monday – Friday 8:00 am – 3:00 pm. We anticipate the landscape and irrigation projects to take 10 - 15 days to complete, depending on the design chosen. Our company will be ready with all the equipment material and parts at the commencement of work.

Our company will establish open communication with Housing Authority regarding the proposed projects. We will be responsible in completing the work in a timely manner. If there are any changes to the work schedule due to emergencies, physical interferences at the jobsite, etc... we will make sure to notify Housing Authority immediately.

If you have any questions regarding our work schedule, please give us a call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Yvette Medina".

Yvette Medina

Secretary Officer

ADDRESS: P.O. BOX 1147, MADERA, CA 93639 PHONE: 559-662-0581

EMAIL: yvette@villagardenservice.com

Request for Sealed Proposal Cost Form:

RFP #2024-01

Landscape/Hardscape, Irrigation Design & Implementation. Pomona Ranch.

The undersigned, having familiarized themselves with the project conditions and scope affecting the cost of work as issued by The Housing Authority of the City of Madera ("Authority"), hereby proposes to furnish all labor, tools, materials, equipment, personnel, supervision, machinery, permits and services, including utility and transportation services, necessary to satisfactorily complete all work required as stated in the Request for Proposals.

BASE BID: I hereby propose to complete the work as described in the bid documents and

Plans/Specifications for \$ Forty three thousand seven hundred fifty two ^{Design # 1} **Dollars/Cents**
(\$ 43,752.00 Design #1 Fifty eight thousand three hundred seventy seven Design #2
58,377.00 Design #2)

Addenda/Addendum Acknowledgement

Please acknowledge receipt of addenda/addendum by initialing/date below:

	Initials	Date issued
# _____	_____	_____
# _____	_____	_____
# _____	_____	_____

SUBCONTRACTOR LIST: *Provide Names, addresses, license numbers and trades of all subcontractors.*

☒ Check here if no subcontractors will be used.

SUBCONTRACTOR	LICENSE #	TRADE

Attach additional sheets of paper if needed.

Labor Breakdown (Prime/General and Subcontractors): Please list all labor classification/s that will be utilized for this project, the estimated number of hours per classification, *lowest* hourly wage rate per classification, and hourly fringe benefit per classification in the table below. (attach additional pages, if needed):

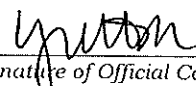
LABOR CLASSIFICATION	NUMBER of HOURS (estimated)	HOURLY WAGE RATE (lowest/classification)	FRINGE BENEFITS (lowest/per hour/classification)
EXAMPLE: roofer	450	\$25.00	\$10.00
Landscaper		\$ 18.50	\$ 0.00

Fringe benefit amount may be \$0.00

In submitting this bid it is understood that the Authority reserves the right to sole and exclusive judgment in the determination of the qualifications of the bidder. Further, the Authority reserves the right to reject any and all bids and further reserves the right to waive any informalities or irregularities in the bids or to accept or select any bid that the Authority, in its sole and absolute discretion, determines best meets its needs.

DATE: 2/19/24

BUSINESS NAME: Villa Gardening Service, Inc.

BY: 
(Signature of Official Company Representative)

ESTIMATE

Villa Gardening Service, Inc.
PO Box 1147
Madera, CA 93639
yvette@villagardenservice.com
(559)662-0581
www.villagardenservice.com



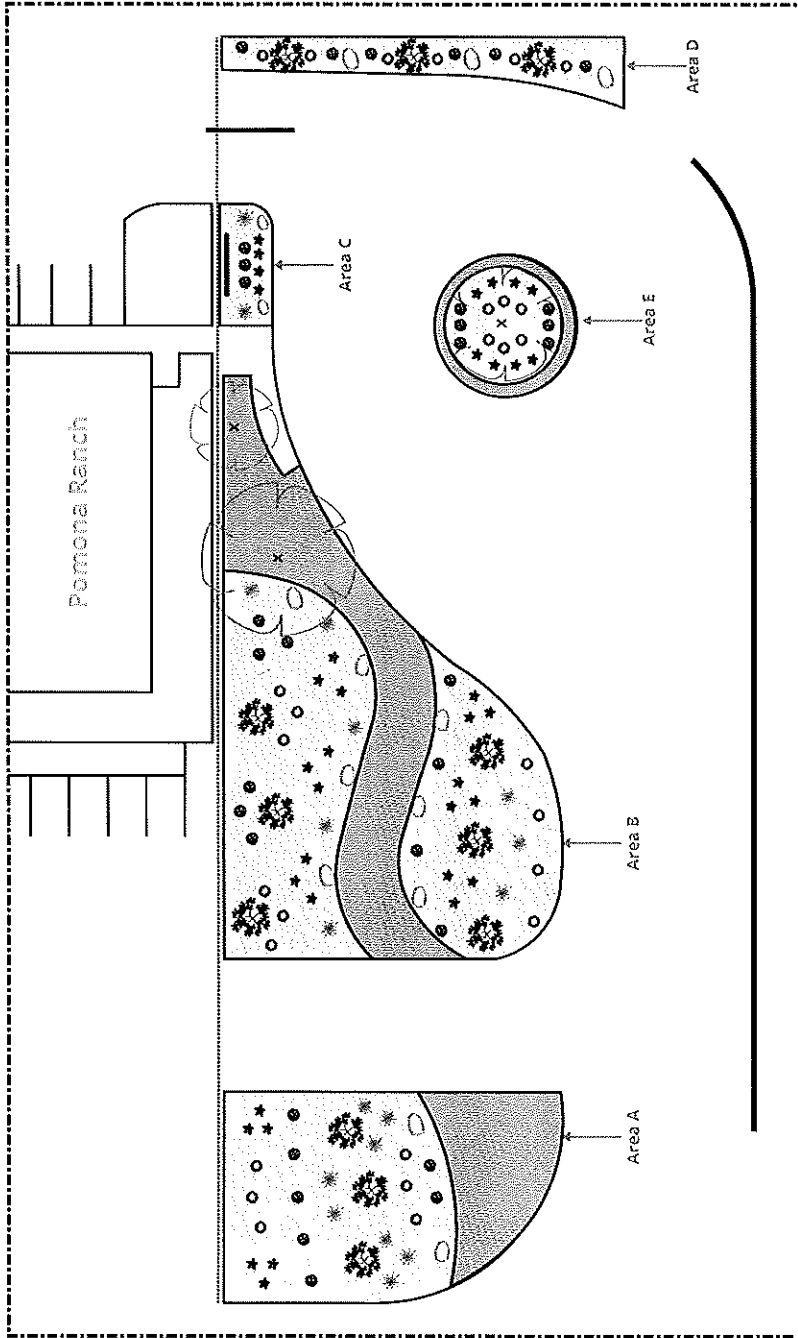
HOUSING AUTHORITY 2

Bill to
HOUSING AUTHORITY
of the City of Madera
205 North G ST.
Madera, CA 93637

Ship to
HOUSING AUTHORITY
of the City of Madera
205 North G ST.
Madera, CA 93637

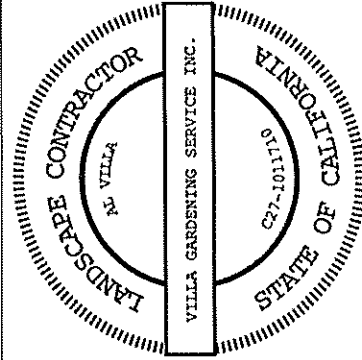
Estimate details
Estimate no.: 2935
Estimate date: 02/22/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
		Landscape Service		1	\$43,752.00	\$43,752.00
		Location: Pomona Ranch 11777 Woodward Way				
		Landscape Design #1 -Project Estimate:				
		Scope of Work: -Scrape, level & grade for new landscape -Remove old landscape, existing grass, trees, shrubs, stumps & excess soil -[1"x4"x20'] Redwood bender board [240 feet] -Weed barrier fabric for new landscape [6,000 sf] Irrigation: -6-valve drip irrigation system for new landscape -3/4" dripline [835 feet] -1" gate valve (6) & 3/4" flush control valve (6) Plants/Trees: -(114) drought tolerant plants [1-gal] as noted in design -(18) Crape myrtle 'red dynamite' [15-gal] Rock: -3/4" crushed rock [4,274 sf] -1"x2" white granite [1,829 sf] -(14) Yosemite gray boulders [1/2 ton per boulder] Equipment, labor & materials for project includes: -Project fuel -Dump fees -Material delivery fees -Skid steer loader -Trencher				
		Total				\$43,752.00



Landscape Legend		
KEY:	Description:	QTY: SIZE:
	Dwarf Olive	28 1-Gallon
	Purple Lantana	32 1-Gallon
	California Fuchsia	36 1-Gallon
	Red Yucca	18 1-Gallon
	Crape Myrtle Red Dymallia	12 15-Gallon
	Boulders	14 1/2 Ton Per Rock
	Existing Tree	3 Existing Tree
	Crushed rock	4,274 sf 3/4"
	White Granite	1,829 sf 1" x 2"

Site:	Pomona Ranch 11777 Woodward Way Madera, CA 93638	Scale: As Noted	Drawn: Al Villa
Title:	Landscape Design #1	Date: 02/21/2024	



Al Villa

Date: 02/21/2024

ESTIMATE

Villa Gardening Service, Inc.
PO Box 1147
Madera, CA 93639

yvette@villagardenservice.com
(559)662-0581
www.villagardenservice.com



HOUSING AUTHORITY 2

Bill to
HOUSING AUTHORITY
of the City of Madera
205 North G ST.
Madera, CA 93637

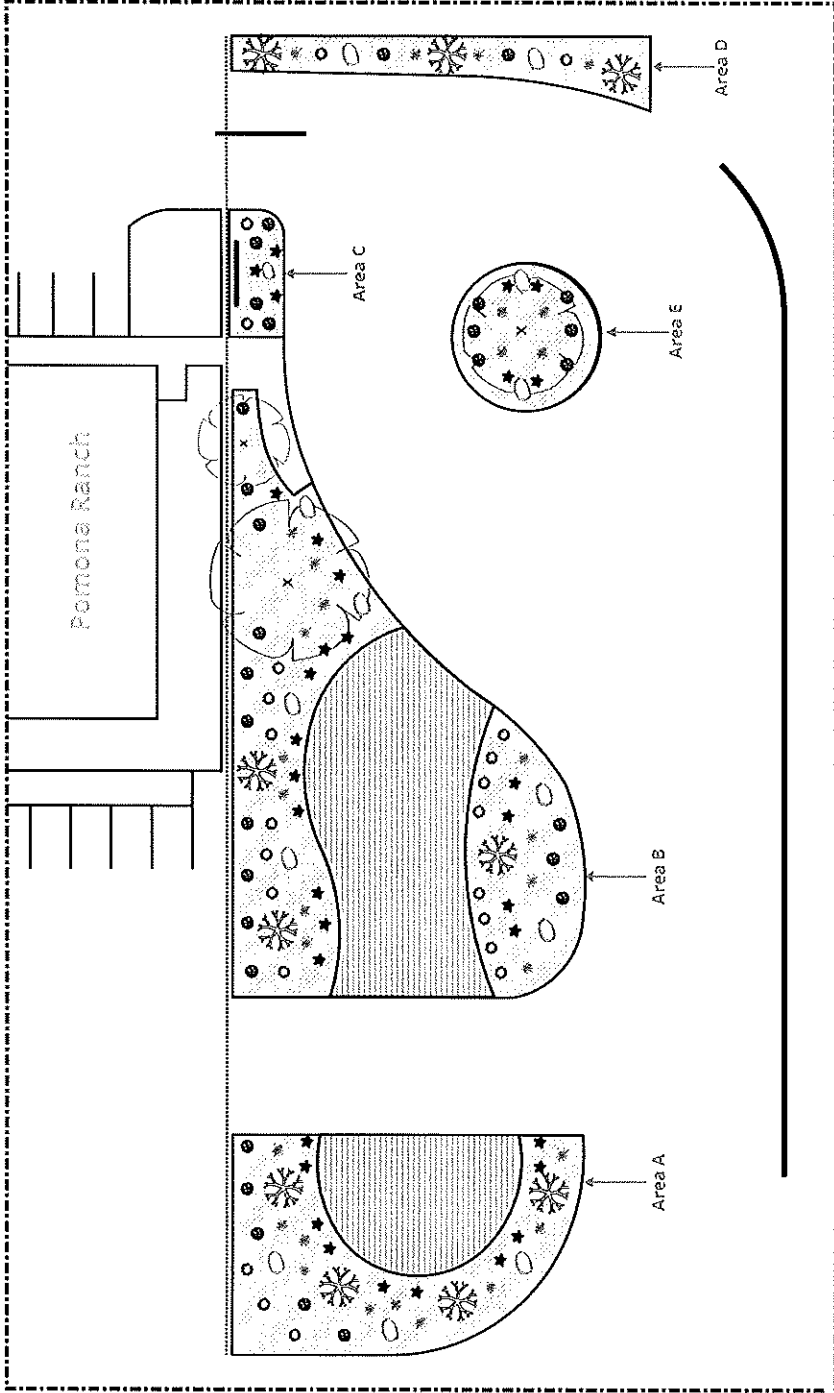
Ship to
HOUSING AUTHORITY
of the City of Madera
205 North G ST.
Madera, CA 93637

Estimate details
Estimate no.: 2936
Estimate date: 02/22/2024

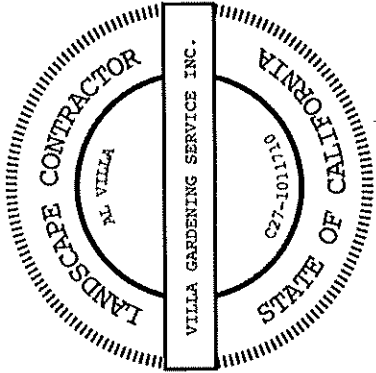
#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Landscape Service Location: Pomona Ranch 11777 Woodward Way *Landscape Design #2* -Project Estimate: Scope of Work: -Artificial turf 'everglade spring' [1,875 sf] -Scrape, level & grade for new landscape -Remove old landscape, existing grass, trees, shrubs, stumps & excess soil -[1"x4"x20'] Redwood benda board [240 feet] -Weed barrier fabric for new landscape [6,000 sf] Irrigation: -6-valve drip irrigation system for new landscape -3/4" dripline [835 feet] -1" gate valve (6) & 3/4" flush control valve (6) Plants/Trees: -(114) drought tolerant plants [1-gal] as noted in design -(10) Bay leaf laurel [15-gal] Rock: -3/4" crushed rock [4,228 sf] -(14) Yosemite gray boulders [1/2 ton per boulder] Equipment, labor & materials for project includes: -Project fuel -Dump fees -Material delivery fees -Skid steer loader -Trencher		1	\$58,377.00	\$58,377.00

Total

\$58,377.00

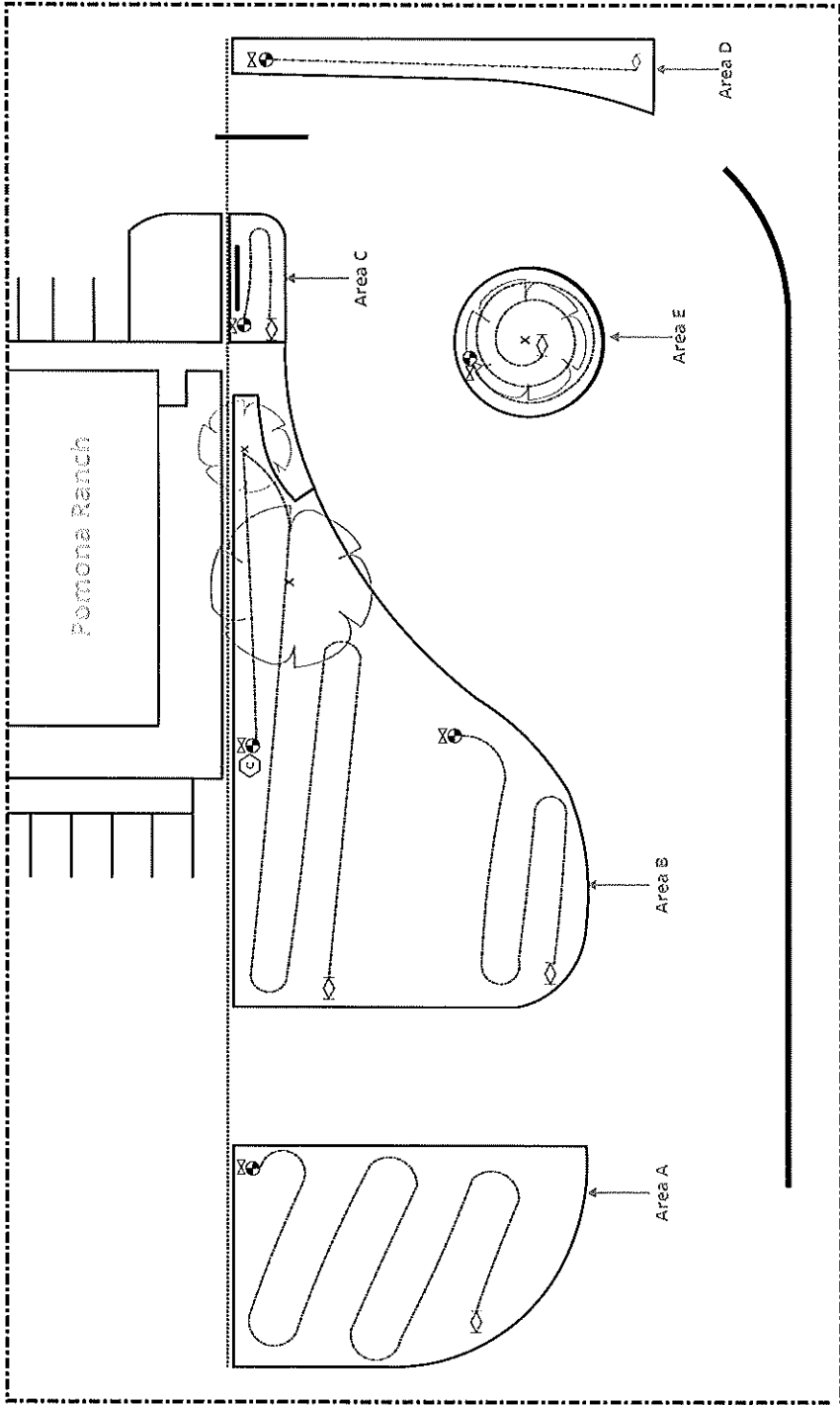


Landscape Legend			
KEY:	Description:	QTY:	SIZE:
	Ruby Loropetalum	22	1-Gallon
	Dwarf Bottlebrush	29	1-Gallon
	Yellow moonshine	32	1-Gallon
	White African Iris	30	1-Gallon
	Bay Leaf Laurels	10	15-Gallon
	Boulders	14	1/2 Ton Per Boulder
	Existing Trees	3	Existing Trees
	Artificial Turf 'Everglade Spring'	1,875 sf	1.75"
	Crushed Rock	4,228 sf	3/4"



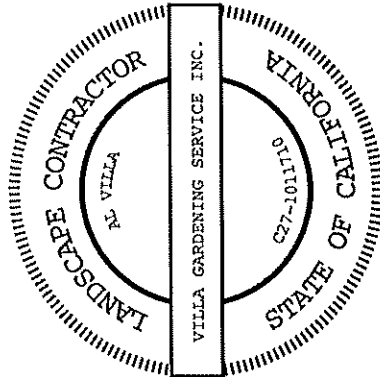
Signature: Al Villa Date: 02/21/2024

Site:	Pomona Ranch 11777 Woodward Way Madera, CA 93638	Scale: As Noted	Drawn: Al Villa
Title:	Landscape Design #2	Date: 02/21/2024	



Irrigation Legend

Symbol:	Description:	Qty/Sec:
	1" Irrigation valve	6
	1" Gate valve	6
	Flush Control valve	6
	automatic controller	1
	3/4" Drip line	835 Feet



Site: Pomona Ranch 11777 Woodward Way Madera, CA 93638	Scale: As Noted	Drawn: Al Villa
Title: Irrigation Design For Both Landscape Designs	Date: 02/21/2024	

Signature: *Al Villa* Date: 02/21/2024

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

Yvette Medina [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

☒ [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" ☒ is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities," and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- ☒ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

- (a) ☒ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
 - (b) ☐ is, ☒ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
 - (c) ☒ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:
(Check the block applicable to you)
- | | |
|--|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input checked="" type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

- (a) ☐ is, ☒ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.
- (b) ☐ is, ☒ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin cause of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [X] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[X] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Yvette Medina 2/19/24
(Signature and Date)

Yvette Medina
(Typed or Printed Name)

Secretary Officer
(Title)

Villa Gardening Service, Inc.
(Company Name)

(Company Address)

Villa Gardening Service, Inc.
P.O. Box 1147
Madera, CA. 93639

US Department of Housing and Urban Development
Office of Housing/Federal Housing CommissionerUS Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)

For HUD HQ/FmHA use only

Reason for submission:

1. Agency name and City where the application is filed

Villa Gardening Service, Inc.

3. Loan or Contract amount \$

\$ 43,752 / \$ 58,377

4. Number of Units or Beds

2. Project Name, Project Number, City and Zip Code

Landscape/Hardscape, Irrigation Design Pomona Ranch

5. Section of Act

6. Type of Project (check one)

☐ Existing☐ Rehabilitation☒ Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate

Albertano Villa - 50% Ownership

Aldair Villa - Project Manager

Yvette Medina - 20% Ownership

8 Role of Each Principal in Project

Supervisor

Project Manager

Secretary Officer

9. SSN or IRS Employer Number

45-3146007

45-3146007

45-3146007

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.

2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:

a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;

b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;

c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;

d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;

e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;

g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;

3. All the names of the principals who propose to participate in this project are listed above.



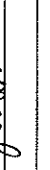
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.

5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.

6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).

7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
Albertano Villa		02/19/2024	559-662-0581
Aldair Villa		02/19/2024	559-662-0581
Yvette Medina		02/19/2024	559-662-0581
This form prepared by (print name)		Area Code and Tel. No.	

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

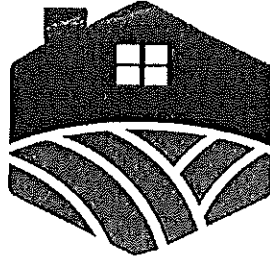
Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date
Villa, Albertano Villa, Aldair Medina, Yvette Villa	Landscape/Hardscape, Irrigation Plans/Designs & Implementation(8 Properties) Awarded 03/17/2023	Albertano Villa - Supervised work Aldair Villa - Designed plans. He was in charge of projects Yvette Villa Medina was in charge of putting bids together, communicating with client and billing.	N/A		
*Attached are copies of contract of work performed in previous years.	Landscape Maintenance AMP#1, AMP#2, & Form Labor Properties. Awarded 12/10/2021	Albertano Villa - Supervised work Yvette Villa Medina was in charge of putting bids together, communicating with client and billing.			

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness: recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system		<input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control			
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)	



The Housing Authority of The City of Madera
205 N. G St. Madera, CA 93637
Phone: 559-674-5695 Fax: 559-674-5701 TTY: 711
www.maderha.org

CONTRACT

JOB DESCRIPTION:

Landscape/Hardscape, Irrigation Plans/Designs & Implementation, for eight (8), Authority owned Public Housing properties in the City of Madera.

DATE: March 17, 2023

CONTRACT AMOUNT: \$214,340.00

Project Site Locations and Cost Per Project Site Location, Design #2:

1. 1017 Washington Ave. Madera, CA 93638 - \$39,000.00 ✓
2. 327 Fig St. Madera, CA 93638 - \$10,500.00 ✓
3. 123 Santa Cruz Madera, CA 93637 - \$22,071.00 ✓
4. 211 Santa Cruz Madera, CA 93637 - \$34,440.00 ✓
5. 1000 Adell St. Madera, CA 93638 - (sites 5 & 6): \$58,382.00
6. 1004 Adell St. Madera, CA 93638
7. 1001 Adell St. Madera, CA 93638 - \$35,095.00
8. 1005 Clark St. Madera, CA 93638 - \$14,852.00 ✓

CONTRACT NUMBER: 2023-02

This agreement is made this 17th day of March, 2023, between VILLA GARDENING SERVICES, INC P.O. BOX 1147 MADERA, CA 93639, hereinafter called "CONTRACTOR", and the HOUSING AUTHORITY OF THE CITY OF MADERA, 205 N. "G" ST. MADERA, CA 93637, hereinafter called the "Authority", WITNESSETH, that the Contractor and Authority for the consideration stated herein, mutually agree as follows:



ARTICLE I: STATEMENT OF WORK: The contractor shall furnish all labor, materials, tools, equipment, and services to perform and complete the work as detailed in the Request for Proposals (RFP), #2023-01, to provide Landscape/Hardscape, Irrigation Plans/Designs & Implementation, for eight (8), Authority owned Public Housing properties in the City of Madera. Scope of Work on a separate document as **"Attachment #1"**, to this contract.

This agreement will remain in effect for the period set forth in the Notice to Proceed and/or until completion of all project site locations.

ARTICLE II: THE CONTRACT PRICE: The Authority shall pay the contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the contract TWO HUNDRED FOURTEEN THOUSAND THREE HUNDRED FORTY DOLLARS AND 00/100 (\$214,340.00). Payments are to be made to the Contractor upon receipt and approval of construction and payment schedules and expenditures as prepared by Contractor. Said payment is to be made not more often than every thirty days thereafter until such time as the contract has been completed. The Authority shall withhold 10% of the requested amount until the satisfactory completion of the entire project. Upon approval of the completed job and after final inspection by the Authority, said 10% would be paid in full to the Contractor. The Job shall be completed within a period of 60 calendar days from the date set forth in the Notice to Proceed issued by the Authority. If the ⁸⁰ Contractor fails to complete the work within in the time specified in this contract, or any written extension authorized by the Authority, the Contractor shall pay to the Authority a sum of \$100.00 per day as fixed, agreed, liquidated damages for each consecutive calendar day of delay until all work is completed and accepted.

ARTICLE III: CHANGE ORDERS: The Executive Director, as the Contracting Officer or his/her designated Authority representative, is the only person who has authority to modify any term or condition of this agreement. Additional costs cannot be assumed and must be approved by the Authority prior to performance of work. Any removal of material not approved by the Authority shall be at the contractor's sole cost for its lawful disposal, replacement, labor to install, as well as any design costs, fees and charges related to its approval. It is agreed upon between the Contractor and Authority, no change order(s) will be approved under this contract, no exceptions.

ARTICLE IV: INSURANCE AND INDEMNIFICATION: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance:
Coverage shall be at least as broad as:



- A. Insurance Services Office Commercial General Liability coverage (occurrence form GC O 01 10 01).
- B. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26)
- C. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (any auto).
- D. Worker's Compensation insurance as required by state law and Employer's Liability Insurance.
- E. Builder's Risk insurance coverage for all risks of loss, if required.

2. Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

NOTE: If this contract deals with hazardous materials or pollutants (i.e. lead based paint, asbestos, etc.) the Contractor shall carry Contractor's Pollution Liability insurance to cover the pollution exposures. The Authority shall be named as Additional Insured on the policy.

- A. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- B. Worker's Compensation (statutory limits) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.

Note: These limits can be attained by individual policies or by combining primary and umbrella policies.

3. Deductibles and self-insured retentions:

- A. Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and the defense expenses.



4. Other Insurance Provisions:

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

- A. The Authority, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
- B. For claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance.
- C. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
- D. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.
- E. Acceptability of Insurance: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+:VI. Contractor must provide written verification of their insurer's rating.
- F. Verification of Coverage:
Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiency. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



G. Sub-Contractors:

The use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverage for sub-contractors shall be subject to all of the requirements stated above.

NOTE: If a subcontractor will be hired to perform hazardous materials remediation, that sub- contractor will name the Authority, its officers, officials, employees and volunteers as additional insureds on its pollution Liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material work and other hazardous material operations.

NOTE: The General Contractor's Commercial General Liability insurance should not include GC 2294 or GC 2295 as this endorsement will eliminate the General Coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

H. Insurance certificates shall be delivered to:

Housing Authority of The City of Madera
Attn: Guillermo Ruelas
Maintenance Services Manager
205 N. G St. Madera, CA 93637
guillermo@maderaha.org

5. Indemnification: Contractor shall indemnify and defend the Authority, its officers, officials, employees, volunteers, agents and assignees and hold it harmless from and against any and all claims, demands, liability, damage, costs, expenses, awards, fines, judgments and attorney fees arising out of or in any way connected with the performance of this Contract. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of the Authority. Contractor will, on request and at its own expense, defend any action, suit or proceeding arising hereunder and shall reimburse and pay the Authority for any loss, cost, damage or expense, including attorney fees (including those of in-house counsel) suffered by it hereunder.



ARTICLE V: CONTRACTOR'S OBLIGATIONS: In addition to the specific services detailed herein that the Contractor is required to provide, the Contractor shall be responsible for the following:

1. **SUPERVISION AND OVERSIGHT:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to HACM properties pursuant to this Contract.
2. **QUALIFIED PERSONNEL:** The contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in a manner generally accepted in the industry and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.
 - A. **Employee Screening:** Contractor shall ensure that any employee performing services on Housing Authority property is not registered and/or is not required to register as a sex offender pursuant to California Penal Code Section 290. In order to protect the public and minimize exposure to liability and risk, Housing Authority reserves the right to require the removal of any Contractor employee who, in the sole discretion of the Housing Authority, presents a risk to the health or safety of any Housing Authority resident or the general public.
 - B. **Contractor Management of Employees:** Nothing in this Agreement shall be construed to limit Contractor's right to manage its workforce (including existing employees), including its right to promote, demote, hire, discipline, discharge, train, re-train, or otherwise make personnel decisions, subject to the limitations imposed by law or this Agreement
 - C. **Contractor's employees shall wear some identification (uniform, shirt, caps, etc.) while performing duties.**
 - D. **All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party and its tenants. If any of the Contractor's personnel are not satisfactory to the owner or the property manager, the Contractor shall replace such personnel with those who are satisfactory.**
 - E. **Contractor shall use all reasonable care, consistent with its rights to manage and control its operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may**



cause or be conducive to any labor complaints, troubles, disputes or controversies at the owner's place of business or which interfere or are likely to interfere with the operations of business.

- F. Contractor shall immediately give such notice to the Authority to be followed by written progress reports, as shall be reasonably necessary to advise the Authority of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof that Contractor, in its opinion, believes may interfere with the operation of the business. Contractor shall use its best efforts to resolve any such complaints, troubles, disputes or controversy.

3. WORK ON AUTHORITY PROPERTY:

- A. The Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall indemnify the Authority, and its officers, agents, volunteers, and employees against all loss, which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- B. The Authority must provide its residents at least 48-hour notice before Contractor may commence work on unit; therefore, the Contractor shall provide written notification to the Authority at least one week in advance before the anticipated start date for each unit. Said notice shall contain, at minimum, the date(s) the work is scheduled and any instructions for the tenants (i.e. relocating vehicles, removing personal items from exterior wall areas, etc.), only if work is to be done in units.
- C. Any repair and/or restoration of damaged areas shall be performed at no cost to the Authority.
- D. The Contractor, its employees, subcontractors, or other representatives, have no tenancy and shall be admitted to the grounds only for the proper execution of the work under this contract.

ARTICLE VI: HARASSMENT/DISCRIMINATION: Contractor shall properly train, manage, and supervise its employees, subcontractors and agents with regard to workplace harassment and discrimination of any unlawful kind. Contractor, its employees, its subcontractors and agents shall refrain from any type of workplace harassment or unlawful discrimination at all times in connection with the project. Any violation of this provision by the Contractor, its subcontractors, its employees or agents will result in removal of the offending party from this project and the jobsite as well as consideration of additional actions being taken pursuant to this agreement.



ARTICLE VII: APPLICABLE LAWS: Compliance With Federal and State Laws:

1. In performing all services, the Contractor shall comply with all applicable federal, state, county and city statutes, ordinances and regulations. If such compliance is impossible for reasons beyond its control, the Contractor shall immediately notify the Authority of that fact and the reasons therefore.
2. The Laws of the State of California shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with, applicable federal laws and/or federal regulations.

This contract will be binding upon the parties and the heirs, successors, beneficiaries, and devisees of the parties hereto. The parties agree that Madera County, California is the appropriate forum for any action relating to this contract. The parties expressly waive federal jurisdiction. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce this Contract, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

3. Prevailing Wage will be required to perform this work. Prevailing wage rates may be obtained at the following website: <https://www.dir.ca.gov/public-works/prevailing-wage.html>
4. Contractor shall comply and adhere to all regulations relating to requirements of Section 1771, 1774-1776, 1777.5, 1883 and 1815 of the Labor Code.

ARTICLE VIII: FINANCIAL VIABILITY AND REGULATORY COMPLIANCE:

1. The Contractor warrants and represents that it/its corporate entity is in good standing with all applicable Federal, State and Local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Contractor further warrants and represents that it owes no outstanding Federal, State or Local taxes or business assessments.
2. The Contractor agrees to promptly disclose to the Authority any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Contractor to disclose such issue to the Authority within five (5), calendar days of notification will constitute a material breach of this Contract.



3. The Contractor further agrees to promptly disclose to the Authority any change of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the contractor to disclose any change of its ownership and/or its declaration of bankruptcy within five (5) calendar days of said actions shall constitute a material breach of this Contract.
4. All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to the Authority within the prescribed time periods.

ARTICLE IX: ASSIGNMENT OF CONTRACT: This Contract shall not be assigned or transferred by either party without the prior written consent of the other party.

ARTICLE X: SEVERABILITY: The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

ARTICLE XI: 24 CFR 85.36(i), Procurement (Contract provisions): Pursuant to the CFR, as issued by the Office of the Secretary, HUD, the Authority and the Contractor each agree to comply with the following provisions:

1. Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the Authority and the Contractor to communicate with each other clearly and thoroughly. Each party is responsible for communicating dissatisfaction of any issues surrounding the contract. Dissatisfaction by either party should be communicated in writing, fully detailing the issue and requested corrective action. Within ten (10), calendar days the party receiving the written notice of dissatisfaction shall respond in writing to the other party. However, if the Authority is the dissatisfied party; it may request the Contractor to respond in less than ten (10), calendar days.
 - A. Prior to termination, the Authority may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Authority shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten (10), calendar days to dispute or protest, in writing, such action; if Contractor does not do so within the 10-day period, Contractor shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).



- B. After termination, if the Contractor does not agree with the Authority's justification for the termination, the Contractor shall have ten (10), calendar days to dispute, in writing, such action; if Contractor does not do so within the 10-day period, Contractor shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).
- C. All rights and remedies granted to the Authority herein and any other rights and remedies which the Authority may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that the Authority may have exercised any remedy without terminating this contract shall not impair the Authority's rights thereafter to terminate or to exercise any other remedy herein granted, or to which the Authority may be otherwise entitled.
2. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR, chapter 60).
 1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, part 3).
 2. Prevailing Wage will be required to perform this work. Prevailing wage rates may be obtained at the following website: <https://www.dir.ca.gov/public-works/prevailing-wage.html>
 3. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5).
 4. Reporting: Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
 5. Patent Rights: Both parties hereby agree to comply with HUD Bulletin 90-23, which is identified as Notice of Assistance Regarding Patent and Copyright Infringement.
 6. Copy Rights/Rights In Data:
 - A. The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms



of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

- B. Except as provided elsewhere in this clause, the Authority shall have unlimited rights in data first produced in the performance of this contract (except for restricted computer software), that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.
- C. The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use that data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this Contract to the extent provided below.
- D. For data first produced in the performance of this Contract, the Contractor may establish, without prior approval of the Authority, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants the Authority and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Authority.
- E. The Contractor shall not, without the prior written permission of the contracting officer, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor identifies such data and grants the Authority a license of the same scope as identified in the preceding paragraph.
- F. The Authority agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract is improperly marked, the Authority may return the data to the Contractor, cancel or ignore the markings.
- G. The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.



- H. Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such contract has been proposed prior to the award of this Contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees the Authority shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this Contract. The terms and conditions of this Contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
9. The restricted computer software delivered under this Contract may not be used, reproduced, or disclosed by the Authority except as provided below or as expressly stated otherwise in this Contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Authority location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives), or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this Contract; and used or copies for use in or transferred to a replacement computer. Examination and Record Retention: The Contractor further agrees that Contractor shall retain all such records pertaining to this Contract for a period of not less than three (3), years after final payment, the completion of any services provided pursuant to this Contract, or after all pending matters are closed. The Authority, HUD or Comptroller General of the United States, State of California Auditor or any of their duly authorized representatives shall, until three (3), years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
10. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, part 15). (Contracts, subcontracts and subgrants of amounts in excess of \$100,000).
11. Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



ARTICLE XII: VENUE: This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a State court in the County of Madera, The parties expressly waive federal jurisdiction.

ARTICLE XIII: NOTICES, INVOICES AND REPORTS: All notices, reports, correspondence and/or invoices submitted to the Authority by the Contractor pursuant to this Contract shall be in writing and delivered to the attention of:

Housing Authority of the City of Madera
ATTN: Guillermo Ruelas
Maintenance Services Manager
205 N G St. Madera, CA 93637
Fax: (559) 674-5695 ext. 260 - Email: guillermo@madcraha.org

ARTICLE XIV: AMENDMENT: This Contract shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

ARTICLE XV: INTEGRATION: This Contract constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

ARTICLE XVI: PARTIAL INVALIDITY: If any provision of this Contract is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Contract shall remain in full force and effect unimpaired by the holding.

ARTICLE XVII: WAIVER OF BREACH: The waiver by the Authority of any breach by Contractor of any of the provisions of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach by Contractor either of the same or another provision of this Contract.

ARTICLE XVIII: ARBITRATION: Any controversy between the parties regarding the construction or application of this Contract, and any claim arising out of this Contract or its breach, shall be submitted to a binding arbitration upon the written request of one party after service of that request upon the other party. Either party may demand arbitration by filing a written demand with the other party within forty-five (45), calendar days after occurrence of the dispute.

The arbitrator shall be selected from the Madera County Superior Court Arbitration Panel, or by other agreement of the parties. In the event that the parties cannot agree to an arbitrator, either party may petition the Madera County Superior Court for appointment of an arbitrator.

The binding arbitration shall be in accordance with the provisions of the California Arbitration Act (Code of Civil Procedure §§1280-1294.2).

ARTICLE XIX: ATTORNEY'S FEES AND COSTS: Should any litigation be commenced between the parties to this Contract concerning said property, said services, this Contract, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney fees and costs in such litigation which shall be determined by an arbitrator.

ARTICLE XX: AUTHORITY TO EXECUTE: The person or persons executing this Contract on behalf of the parties hereto warrants and represent that he/she/they has/have the authority to execute this Contract on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

ARTICLE XXI: COUNTERPARTS: This Contract may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

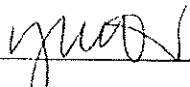
ARTICLE XXII: CONTRACT DOCUMENTS AND ATTACHMENTS:

In the event of a conflict in terms between this Contract and any of the attachments hereto, this Contract shall control.

1. Contract documents to consist of the following component parts:
 - A. This instrument.
 - B. RFP 2023-01: Landscape/Hardscape, Irrigation Plans/Designs & Implementation.
 - C. Contractor Proposals, dated 02/20/2023.
 - D. HUD-5370 EZ: General Contract Conditions for Small Construction/Development Contracts - Public Housing Programs.
 - E. Drug-Free Policy and Smoke-Free Policy.
 - F. Contractor Acknowledgments
 - a. Vehicles, Equipment, Portable Toilets and/or Materials
 - b. Change Order(s).



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

By: 
Owner / Authorized Agent

3/17/23
Date

Villa Garden Service Inc.
P.O. Box 1147
Madera, CA 93638

By: 
Executive Director

3/17/23
Date

The Housing Authority of The City of Madera
205 N. G St.
Madera, CA 93637

CERTIFICATIONS:

I, Yvette Villa, certify that I am the Owner/Authorized Agent of the company named as Contractor herein; that I, as Owner/Authorized Agent at the time of execution, signed the Contract on behalf of my company, which is within the scope of my authority.

Villa Garden Service, Inc.

By: 
Owner / Authorized Agent

3/17/23
Date

**AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE
CITY OF MADERA AND VILLA GARDEN SERVICE FOR
LANDSCAPE MAINTENANCE SERVICES AT 205 N. G STREET,
PUBLIC HOUSING :AMP #1 AND AMP #2
FARM LABOR: 1110 KENNEDY STREET, 337 KNOX STREET
AND 800 LILLY STREET**

This Agreement for Landscape Maintenance Services ("Agreement") is made this 10th day of December, 2021, by and between the Housing Authority of the City of Madera ("HACM"), a public agency and Villa Garden Service ("Contractor").

WHEREAS, HACM desires to contract for landscape maintenance work and services; and

WHEREAS, HACM issued a Request for Proposals ("RFP") for the necessary landscape and maintenance services; and

WHEREAS, Contractor submitted a proposal to HACM and Contractor represents and warrants that it is qualified to perform the Services required by HACM as set forth under this Agreement; and

WHEREAS, the parties wish to enter this Agreement.

NOW, THEREFORE, the parties incorporate the foregoing recitals as if fully set forth and agree as follows:

1. **TERM AND EFFECTIVE DATE.** The term of this Agreement shall commence on December 11, 2019 which shall be deemed the Effective Date of this Agreement and expire two years from that date unless earlier terminated as otherwise provided herein.
2. **ENTIRE AGREEMENT.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.
3. **SCOPE.** The Contractor agrees to perform the services at 205 N "G" St – AMP #1 – AMP #2 - 1110 Kennedy Street, 337 Knox Street and 800 Lilly street as set forth in Exhibit "A" attached hereto.
4. **COMPENSATION.** The amount to be paid Contractor for furnishing all labor, tools, equipment, and chemicals and for Landscape Maintenance Services shall be as set forth in Exhibit "B. Contractor shall provide an invoice to HACM on a monthly basis for Services completed in the immediate preceding month. Compensation shall be made for Services identified in the invoice that the HACM Executive Director or designee in his or her sole discretion concludes has been satisfactorily performed. Payment shall be made within thirty (30) calendar days of receipt of the invoice, unless the HACM notifies the Contractor in writing that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Forty two thousand three hundred dollars (\$42,300.00).
5. **APPROPRIATIONS.** This Agreement is subject to and contingent upon funds being appropriated therefore by the HACM Council of HACM for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically

terminate without penalty to HACM.

6. PAYMENTS. Payments to Contractor shall be made not later than thirty days following receipt of the billing invoice and monthly work reports for the month in which said services were performed. Incomplete, inaccurate or otherwise non-compliant invoices will be returned and must be corrected prior to re-submittal.

7. INSURANCE REQUIREMENTS. During the term of this Agreement, Contractor shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as follows:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums required above, HACM shall be entitled to coverage at the higher limits maintained by Contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by HACM.

Other Insurance Provisions

The general liability policy and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- HACM, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor.
- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects HACM, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACM, its officers,

officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to HACM.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from y virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of HACM for all work performed by the Contractor, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to HACM.

Verification of Coverage

Contractor shall furnish HACM with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by HACM before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. HACM reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. INDEMNIFICATION. Contractor shall defend, indemnify, and hold harmless HACM and its officers, agents, and employees from, and if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual or otherwise) arising from or in any way connected with any: (i) injury or death of a person, including employees of HACM or Contractor; (ii) loss or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable

information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by HACM or others, regardless of negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on HACM, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of HACM and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and HACM's costs of investigating any claims against HACM.

9. **SUCCESSOR AND ASSIGNS.** HACM and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

10. **INDEPENDENT CONTRACTOR.** For the purposes of this Agreement, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by HACM under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the HACM at any time.

Contractor or any agent or employee of Contractor shall not have employee status with HACM, not be entitled to participate in any plans, arrangements, or distributions by HACM pertaining to or in connection with any retirement, health or other benefits that HACM may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees, and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between HACM and Contractor or any agent or employee of contractor. Any terms in this Agreement referring to direction from HACM shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. HACM does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

11. **COMPLIANCE WITH ALL LAWS AND PERMITS.** In the performance of the terms of this contract, Contractor shall comply with all applicable laws, regulations and ordinances and shall be responsible for the securing of any and all permits, which may be

required for the performance of the work, and services herein provided. Contractor shall use only those herbicides and pesticides approved for use in the locations and environments proposed for such chemical applications. Contractor shall obtain and provide to HACM evidence of such approval prior to application. Contractor must comply with all requirements of the County Ag Commission office and obtain all applicable permits. Contractor shall possess a valid applicator's license and submit verification of such to HACM. Any variation from these requirements shall require written consent of the HACM.

12. TERMINATION.

A. Termination for Default. This Agreement shall be terminated, if at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Contractor which may interfere with the performance of the contract; or 4) Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement. Notice of Default in writing shall be served on Contractor. If Contractor neglects, fails, or refuses to provide means for a satisfactory compliance with Agreement as directed by the written notice, the HACM Board of Directors shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the Agreement. Any excess of the cost arising there from will be charged against the Contractor and his sureties, who will be liable thereof. In the event of such termination, all monies due the Contractor or retained under terms of the contract shall be forfeited to HACM; but such forfeiture will not release the Contractor or this sureties from liability for failure to fulfill the Agreement.

B. Termination for Convenience. This Agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party, Contractor shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by HACM to wind up the work performed to date of termination.

13. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of HACM, nor shall they assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of HACM has been obtained. No right under this Agreement, no claim for money due or to become due hereunder shall be asserted against HACM, or persons acting for HACM, by reason of any so-called assignment of this Agreement or any part thereof, unless such assignment has been authorized by the written consent of HACM. In case the Contractor is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any Subcontractor provider fail to perform in a satisfactory manner the work

undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from HACM. The Contractor shall be fully responsible and accountable to HACM for the acts and omissions of his Subcontractor providers, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontractor and HACM.

14. NOTICES. Except as otherwise specifically provided in this Agreement, any notice required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

HACM
Attn: Executive Director
205 N. G Street
Madera, CA 93637

CONTRACTOR
Villa Garden Service
Attn: Yvette Villa
P.O. Box 1147
Madera, CA 93639

15. FORCE MAJEURE. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) days of the commencement of such condition notify the Executive Director who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Executive Director's judgment such delay is justified, and the Executive Director's determination shall be final and conclusive upon the parties to this Agreement.

16. ATTORNEY'S FEES/VENUE. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

17. GOVERNING LAW. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

18. SEVERABILITY. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or

ACCEPTANCE OF PROPOSAL

The attached prices, specifications, and are satisfactory and hereby accepted. You are authorized to do the work as specified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

Name: Housing Authority of the City of Madera

Signature Client: _____

Date: _____

Name Villa Gardening Service, Inc.

Signature Contractor _____

Date: _____

**Vendor/Contractor
Information**

Dear Vendor/Contractor,

Please provide the information below:

Company Name: Villa Gardening Service, Inc.

Owner/President Name: Albertano Villa

Co-Owner/Vice President Name: Rosalima Villa

Business/Contractor License #: 1011710

Contractor Section 3 Status: No ☒ Yes ☐

Sub-Contractor Company Name: N/A

Sub-Contractor Owner/President Name: _____

Sub-Contractor Co-Owner/Vice President Name: _____

Sub-Contractor Business/Contractor License #: _____

Sub- Contractor Section 3 Status: No ☐ Yes ☐

If contract over \$10,000.00, please check all that apply:

a. Minority-Owned Business Enterprise (MBE):

- | | |
|-----------------------------|-------------------------------------|
| 1. White Americans | _____ |
| 2. Black Americans | _____ |
| 3. Native Americans | _____ |
| 4. Hispanic Americans | <input checked="" type="checkbox"/> |
| 5. Asians/Pacific Americans | _____ |
| 6. Hasidic Jews | _____ |

b. Woman-Owned Business
Enterprises (WBE):

Thank you for your cooperation.

RESOLUTION NO. 1289

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA APPROVING A CONTRACT WITH VILLA GARDEN SERVICES, INC., FOR POMONA RANCH LANDSCAPE/HARDSCAPE, IRRIGATION PLANS/DESIGN AND IMPLEMENTATION.

RECITALS

A. **WHEREAS**, the Housing Authority of the City of Madera (the “Housing Authority”),

B. **WHEREAS**, a Request for Proposal (RFP#2024-01) was publicly solicited on January 22, 2024;

C. **WHEREAS**, solicitation efforts included publication on the Agency website, public job walks, and direct calls to potential vendors;

D. **WHEREAS**, the deadline for responses was due February 22, 2024, at 4:00 p.m.;

E. **WHEREAS**, the Housing Authority received a total of one (1) proposal;

F. **WHEREAS**, Housing Authority staff has determined that Villa Garden Services Inc., was the responsive and responsible proposer, with a proposed starting date to be determined once the Office of Migrant Services (OMS) reviews the contract;

G. **WHEREAS**, Housing Authority staff recommends that the Board of Commissioners authorize Ms. Blanca Mendoza-Navarro, the Housing Authority’s Interim Executive Director and/or her designee, to enter into contract negotiations and execute a contract for the Pomona Ranch Landscape/Hardscape project; and

H. **WHEREAS**, the the fiscal impact to the Housing Authority will be no more than \$60,000, all of which will be reimbursed by the OMS.

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. Authority To The Interim Director to Enter Into Negotiations and a Contract With Villa Garden Services Inc. The Housing Authority's Board of Commissioners has considered and herein authorizes the Housing Authority's Interim Executive Director to enter into negotiations and a contract with Villa Garden Services Inc. regarding landscape/hardscape design and project services for Pomona Ranch at a cost not to exceed \$60,000.

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 13th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Interim Executive Director
Blanca Mendoza-Navarro

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 March 13, 2024, 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

**C-3 RESOLUTION No. 1290 OF THE HOUSING AUTHORITY OF THE CITY
OF MADERA AUTHORIZING THE UPDATED COMPENSATION
POLICY:**



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: C-3

FROM: Blanca Mendoza-Navarro, Interim-
Executive Director

AUTHOR: Blanca Mendoza-Navarro, Interim-Executive
Director

DATE: March 7, 2024

SUBJECT: RESOLUTION NO. 1290 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO
CONSIDERING APPROVAL TO UPDATE THE PERSONNEL POLICY.

EXECUTIVE SUMMARY:

The purpose of this memo is to request the Board of Commissioners consider approval to update the Housing Authority of the City of Madera (HACM) Personnel Policy.

The HACM is continuously looking for ways to attract and retain employee talent. HACM identified a need to reevaluate its Personnel Policy and identified areas of the Policy that need immediate attention.

HACM is updating the following sections:

- 1.06 - Definitions of Terms
- 2.00 - Compensation

Staff has identified the changes in language by color coding the updated areas. The changes were made to be in compliance with State Laws and/or to align with operational needs. New language is highlighted in **Yellow**, changed language is highlighted in **Green**, and deleted language is highlighted in **Red**.

RECOMMENDATION:

Staff recommends that the Board of Commissioners adopt the attached Resolution approving updated Personnel Policy.

FISCAL IMPACT:

There will be no fiscal impact for this item.



Housing Authority of the City of Madera		
Adopted: 6/5/89	PERSONNEL RULES AND REGULATIONS	Resolution #: 4075 1290
Revision: 10		Revision Date: 11/9/16 03/10/2024

SECTION 1.00 GENERAL

1.01 PURPOSE

These rules and regulations establish the personnel system and are applicable to Housing Authority of the City of Madera ("HACM") employment and shall be interpreted uniformly with the intention of obtaining and retaining the best-qualified personnel and to assure that appointments and promotions shall be made according to merit and applicable law. These rules shall generally apply to all employees of HACM. Certain policies or benefits may not apply to certain employees due to their status. This may include those employees designated as At Will, Temporary Employees, Work Experience Participant, Independent Contractors and/or Volunteers. All such employees will be advised of the applicability of these rules and regulations either through a written contract or statement regarding their application or a specific reference herein, despite the fact that these rules may make reference to and provide direction regarding individuals having such relationship to HACM.

Employment under these rules and regulations shall not constitute an employee contract. The Board of Commissioners may modify this document from time to time as they see fit. Any changes will be in writing signed by the Executive Director and indicate that the Board of Commissioners authorized the change.

Neither the HACM Executive Director nor other management or supervisory personnel have the right to amend or modify the terms and conditions of these rules, as they would be applied in any given instance. Amendment or modification can only be made by formal revisions to these rules and regulations by the Board of Commissioners.

1.02 CODE OF CONDUCT

CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the Housing Authority of the City of Madera, this section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of HACM.

CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the Housing Authority of the City of Madera nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs (Housing Choice Voucher – HCV) in which any of the following classes of persons has any interest, direct or indirect during his or her tenure with HACM or for one year thereafter:

- A. Any present or former member or officer of HACM (except a participant Commissioner);
- B. Any employee of HACM or any contractor, subcontractor or agent of HACM who formulates policy or who influences decisions with respect to the programs.
- C. Any spouse or relative(s) who participate in HACM programs (e.g. clients, landlords, etc.).
- D. Any financial interest, including for investment purposes by an employee, their spouse or immediate family, in any business which currently conducts business with HACM, or any property which currently participates in any rental subsidy program administered by HACM.
- E. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to HACM's programs.
- F. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, D, E or F must disclose their interest or prospective interest to HACM and the Department of Housing and Urban Development (HUD).

The Conflict of Interest prohibition under this policy may be waived by the HUD Field Office upon the request of HACM for good cause.

PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or HACM employee shall solicit any gift or consideration of any kind, gratuities, loans or benefits with an aggregate value of \$340 or more or personal loans with an aggregate value of \$250 or more regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before HACM.

No Commissioner or HACM employee shall participate in any outside employment, activity or enterprise that may conflict with or be incompatible with official duties as an employee of HACM, or the development/administration of agency housing or resident services programs.

Violations of this Code of Conduct Policy will result in disciplinary action up to and including termination.

1.03 EQUAL EMPLOYMENT OPPORTUNITY

HACM is an equal opportunity employer and makes employment decisions based on merit. HACM seeks the best available person for every job. HACM policy prohibits unlawful discrimination based on race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, age, marital status including domestic partnership, gender, sexual orientation, gender identity, an applicant or employee who has care giving responsibilities, or any other consideration made unlawful by federal, state or local laws. When requested to do so, HACM will also make reasonable accommodations to assist applicants and employees as required by law.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, HACM will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship would result. The intent of a reasonable accommodation is to allow an employee to perform the essential job duties; therefore a reasonable accommodation will be directed to the limitations created by the identified disability.

Persons seeking employment with HACM may be subject to any or all of the following testing prior to an offer of employment: Background investigation (criminal records search, civil records search, credit history, DMV records search, educational verification, employment history and business references, professional license verification, and social security number verification), drug testing and medical examinations. A medical examination will only be administered after other tests or investigations are completed and a job offer has been extended. The nature of the medical examination will be disclosed to the applicant prior to testing and will be related to specific job duties.

If you require an accommodation in order to perform the essential functions of the job, contact your supervisor or the Executive Director to request an accommodation. You should specify what accommodation you need to perform the job. The Executive Director or a member of HACM will meet with you to identify and discuss possible accommodations, if any, which may assist you performing the job. Once an accommodation has been determined, HACM will continue to provide the accommodation until no longer needed. The applicant or employee is responsible to request an accommodation and to communicate with HACM to determine effective reasonable accommodations. This duty to communicate remains throughout the accommodation period. If the applicant or employee fails to communicate, HACM will be compelled to make decisions with the limited information in its possession. In certain circumstances, you may need to notify another supervisor of the accommodation so that you receive the proper response to a request.

In order to fully evaluate your needs and to determine possible accommodations, we expect the parties to engage in an open, interactive discussion. We may also ask you to provide documentation from a health care provider of the limitation(s) as well as possible accommodations. We will document the interactions between you and HACM and ask you to sign the document. The company will make a reasonable accommodation that does not impose an undue hardship to assist a qualified individual with a disability.

1.04 POLICY PROHIBITING UNLAWFUL DISCRIMINATION AND HARASSMENT

HACM prohibits communications or conduct by any person, including employees, vendors and customers that unlawfully discriminates or harasses. We want to maintain a working environment free from all forms of harassment, whether based upon race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information or characteristics, marital status including domestic partnership, age, sex (including sexual harassment, gender harassment, and harassment based on pregnancy, childbirth or related medical conditions), gender identity, gender expression, or sexual orientation or any other legally protected characteristic or status. Employees are also protected if they are perceived to have any of these characteristics or are associated with a person who has, or is perceived to have any of these characteristics.

Unlawful discrimination may consist of a decision, policy or practice that treats employees differently based on a protected characteristic or status. Harassment involves conduct or behavior that is so severe or pervasive that it alters a person's employment and affects a term, condition or privilege of employment. This is called a "hostile working environment." Harassment may also occur when a managerial employee asks a subordinate for sexual favors in return for a job benefit. This is called quid pro quo harassment. Examples of prohibited conduct are described below.

Behavior such as telling ethnic jokes, making religious slurs, using offensive "slang" or other derogatory terms denoting a person's race, age, national origin, disability or mimicking one's speech, accent or disability, are examples of prohibited conduct and will not be tolerated in our organization.

Discrimination or harassment may take many forms. Here are a few examples of prohibited discrimination or harassment:

- A manager making a promotion or other employment decision based on the worker's gender, race, personal relationship or other protected class;
- Making racial, ethnic or religious epithets, slurs or jokes;
- Directing remarks, jokes or other intimidating behavior towards persons of a specific race, gender or other protected classification;
- Making comments, jokes or innuendo of a sexual nature, including comments about a person's body;
- Exhibiting nude, profane, or obscene cartoons, drawings or photographs;
- Whistling, staring, leering or making other sexual gestures;
- Inappropriate touching, hugging or kissing, assault, or impeding or blocking movements;
- Making unwelcome sexual advances or requests for sexual favors;
- Making submission to sexual requests a term or condition of employment, job benefit or job opportunity;

- Rejecting a person for employment, or for a job benefit or opportunity because the person has refused to participate in sexual conduct;
- Any other conduct that a person could conclude is intimidating, hostile or offensive behavior and based on a protected classification.

Every employee has the responsibility to maintain the workplace free of any form of unlawful discrimination or harassment. If you are the victim of unlawful discrimination or harassment, or if you witness an event that you feel may constitute unlawful discrimination or harassment, you must immediately report the incident(s) to an appropriate authority. You cannot remain silent. You have an obligation to report the incident(s) according to this policy. Managers and supervisors are accountable for taking reasonable steps to prevent unlawful discrimination or harassment and stop the behavior from reoccurring in the event it does happen. This includes ensuring reporting of incidents, monitoring employees and third persons (such as vendors or clients) who may have engaged in inappropriate behavior, carefully listening to employee grievances regarding alleged unfair treatment and protecting employees against retaliation.

This policy covers conduct in the workplace, at social functions sponsored by HACM, and business functions. Any messages or communications sent or received through our electronic communications systems are subject to our anti-harassment and anti-discrimination policies. The use of information systems (including email and internet) for the display or transmission of sexually explicit images, message, off-color jokes, racial slurs, or anything that may be construed as unlawful harassment or showing disrespect for others, is prohibited.

The company provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employee relations. As an employee of HACM, you have the responsibility to immediately report any inappropriate or prohibited actions or words by a supervisor, co-worker, vendor, client, contractor or other individual. You should report the incident to your manager/supervisor, or any other manager, or to the next level of management, if the complaint involves your direct supervisor or manager.

HACM will not retaliate against you for filing a complaint, forbidding any practice prohibited by this policy, testifying, assisting or cooperating in any proceeding authorized by state or federal civil rights laws.

The company will take prompt remedial action in the event of a complaint. For example, all complaints of unlawful discrimination or harassment will be reviewed promptly and in an impartial manner. Prompt remedial action may include investigations, disciplinary actions or appropriate restoration of job benefits. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while still being able to effectively complete the investigation. To the extent possible, the complainant and the accused will be advised of the findings and the conclusion. To provide confidentiality and to protect all persons, including witnesses, the company may not disclose all information in its possession.

Any employee who has engaged in unlawful discrimination or harassment or has retaliated against an employee will be subject to appropriate corrective action, depending upon the circumstances, up to and including termination. HACM will ensure that the victim is restored to his/her position and that the inappropriate behavior will not be repeated.

If you believe you have been the victim of unlawful discrimination or harassment or suffered retaliation you may also contact the California Department of Fair Employment and Housing or the federal Equal Employment Opportunity Commission. These agencies may investigate or assist you in resolving any dispute. The DFEH and EEOC, if they prosecute the case, can obtain various remedies for a person including imposing fines or damages for emotional distress against the employer or persons who violated the law; order the employer to hire or reinstate you; order back pay or a promotion; order the employer to change or modify its workplace practices.

While it is not required that you exhaust the resolution process before contacting a governmental agency, we hope that you will take advantage of the company's process for resolving workplace concerns and complaints. We believe that prompt reporting of concerns will allow us to work in an environment that allows everyone to perform his/her job in a positive manner.

1.05 ~~1.05~~ **GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

HACM will not ask you for any genetic information with respect to your employment. However, in responding to HACM's request for medical certification for a leave of absence or an accommodation you or your healthcare provider may inadvertently provide genetic information about yourself. With this in mind, HACM provides you with the following information:

The Genetic Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

1.06 ~~1.06~~ **DEFINITION OF TERMS**

As used in these rules, the following terms shall be defined as indicated:

At-Will Employment:— ~~Your employment with HACM is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice, and with or without cause. Likewise, we respect your right to leave employment with HACM at any time, with or without notice and with or without cause. are free to terminate your employment at any time, with or without a reason or notice. HACM also has the right to terminate your employment at any time, with or without a reason or notice. Cause is not required for an employee's termination. This is called "at will" employment. HACM also reserves the right to change your compensation, position, duties, hours of work and any other term or condition of employment without notice or reason.~~

~~Nothing in this handbook or any other HACM document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Board of Commissioners have the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Chairperson of the Board of Commissioners.~~

No one at HACM is authorized to enter into an agreement, or make representations which are contrary to this policy, unless in writing signed by the Board of Commissioners.

If a written contract between you and the HACM is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

Class: All positions having sufficiently similar duties and responsibilities to permit grouping under a common title and to permit the application with equity, of common standards of selection, assignment and compensation.

Compensatory Time Off: ~~Time off with pay granted to an employee in lieu of payment of overtime.~~

Demotion: The movement of an employee from one class to another class with a lower maximum salary.

Department Head: The Executive Director, Financial Services Manager, Housing Services Manager, Maintenance Services Manager and other positions as may be designated by the Board of Commissioners.

Employee: A person legally occupying a full-time or part-time position in the service of the Housing Authority.

Independent Contractors: Sole Proprietors or employee(s) of a business who performs work for HACM under a contract for specific services which does not create an employment relationship.

Introductory Period: The first 90 days of a new hire's employment is considered an introductory period. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

Layoff: The separation of employees from HACM ~~service employment~~ for reasons of lack of work, lack of funding or the abolition of positions by the Board of Commissioners.

Position: A group of assigned duties and responsibilities assigned or delegated by competent authority requiring the full or part-time employment of one person.

Promotion: The movement of an employee from one job class to another job class with a higher maximum salary.

Salary Advancement: A salary increase of one or more steps within the limits of a salary range.

Salary Range: A group of pay rates with a minimum rate, intermediate rates and a maximum rate assigned to be the compensation for work in a job class.

Seniority: The total length of service of an employee from date of appointment as a full-time or part-time employee to the date at which the length of service is being counted, less periods of non-compensation. (Periods of Military Leave, although they may not be compensated, are counted towards seniority. Other periods of non-compensation will be counted for seniority purposes if required by applicable State and Federal Laws).

Workday: A workday is defined as any consecutive 24-hour period beginning at the same time each calendar day. The workday for time-keeping purposes begins at 12:01 p.m.

Workweek: Workweek is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods. HACM workweek runs from Friday at 12:01 p.m. to the following Friday at 12:00 noon.

1.07 ADMINISTRATION

The Executive Director and other designated management staff such as the Financial Services Manager, and Housing Services Manager shall be responsible for the regular, ongoing administration and application of these personnel rules.

SECTION 2.00 COMPENSATION

2.01 PERFORMANCE EVALUATIONS

Employees should expect, and are entitled to, ongoing periodic feedback from their supervisor. Each employee may receive periodic performance reviews conducted by his or her supervisor or a person appointed by the Executive Director to perform such evaluations.

~~You will receive annual performance reviews. Your Department Head or supervisor will discuss your review with you. The frequencies of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.~~

An employee's first performance evaluation will generally take place after the introductory period (90 days) or as determined by the Executive Director. The Executive Director may approve salary advancement for successful completion of the introductory period performance evaluation. Successful completion of the introductory evaluation does not guarantee employment and does not change the "at-will" nature of the employment relationship.

Subsequent performance evaluations will generally take place annually. The employee performance evaluations may review factors such as the quality and quantity of the work that the employee performs, the employee's knowledge of the job, initiative, work attitude, and the employee's attitude towards others. The performance evaluations are intended to make the employee aware of his or her progress, areas for improvement, and objectives or goals for future work performance. **Favorable performance evaluations do not salary advancement or promotions.** Salary increases and promotions are solely within the discretion of the Executive Director and depends on many factors in addition to performance.

After the review, the employee will be asked to sign the evaluation to acknowledge that it has been presented to the employee, that the employee and supervisor have discussed it, and that supervisor and employee are both aware of its contents. The employee's signature on the evaluation does not necessarily mean that the employee agrees with the contents. The employee may add his or her comments to the evaluation by submitting a separate written statement with the request that it be added to the evaluation.

~~Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement and objectives or goals for future work performance. Positive performance evaluations do not guarantee increases in salary, promotions, or continued employment. Salary increases and promotions are solely within the discretion of HACM and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report to acknowledge that it has been presented to you and discussed with you, and that you are aware of its contents.~~

2.02 PERFORMANCE IMPROVEMENT PLAN (PIP)

When unsatisfactory work performance is identified, Performance Improvement Plans (PIPs) may be used to correct/improve performance deficiencies identified in an employee's performance evaluation or through other supervisory observations. PIPs are intended to establish a structured corrective action process to improve and prevent a recurrence of unsatisfactory work performance. The goal of an effective PIP is identifying what behavior/performance is expected of the employee and what behavior/performance is occurring, put another way, identifying the gap between expectation and performance.

No employee can be placed on a PIP until the supervisor has met and consulted with the Executive Director, or their designees, as to the duration, details, and objectives of the PIP.

Once a decision is made for an employee to be placed on a PIP, the supervisor, with the assistance of the Executive Director or their designees, will meet in person with the employee to discuss the formal period of the issuance of the PIP and to identify the specific areas within the employee's job description where demonstrated and sustained improvement must occur in order to continue employment. The supervisor should also establish a reasonable period of time, relative to the nature of the problem, for the employee to demonstrate improved performance.

During the time period specified in the PIP, the supervisor will meet regularly with the employee to provide feedback on the employee's progress. One-on-one weekly or biweekly meetings with the employee and supervisor are encouraged and supervisors should provide formal reviews at least every thirty (30) days of the PIP period. The Executive Director may also meet individually with the employee to provide counsel on ways to improve performance, as well as to discuss other employment or training options.

Throughout the duration of the PIP up to its expiration, the supervisor will determine if the work performance meets the established standards. If the standards have been achieved, the supervisor will notify the employee in writing of the successful completion of the PIP. If some performance improvement is made, the supervisor has the discretion to extend the period of evaluation or PIP for additional time, but under no circumstance should the total period of the PIP extend beyond a total of six (6) months.

If there is evidence that the employee cannot or will not improve work performance, either during the PIP period or at its expiration, the supervisor will do a final review with the Executive Director, or their designees, to determine if termination is warranted.

2.03 LONGEVITY STEPS

(Note: Resolution #1283 needs to be repealed due to 2 CFR 200.430 Compensation: Personal Services, incentive compensation. Under the Office of Management and Budget, Longevity bonuses/pay cannot be charged to a Federal grant. This section needs to be deleted.)

Any person regularly employed by the Housing Authority as of June 5, 1989, shall receive longevity pay increments as follows:

At the beginning of the sixth year in the same job classification, an employee shall earn the sixth salary step + 2.5% provided they are already on the sixth step in the salary range. If an employee is not on the sixth step, the longevity increment shall commence one year after reaching the sixth

~~step. Additional longevity increments shall be paid at the rate of an additional 2.5% for each five years of employment after the initial longevity increment has been earned, up to the maximum of ten percent (10%).~~

~~Any person regularly employed by the Housing Authority anytime **after June 5, 1989**, shall receive longevity pay increments as follows:~~

~~At the beginning of the eleventh year in the same job classification, an employee shall earn the sixth salary step +2.5% provided they are already on the sixth step in the salary range. If an employee is not on the sixth step, the longevity increment shall commence one year after reaching the sixth step. Additional longevity increments shall be paid at the rate of an additional 2.5% for each five years of employment after the initial longevity increment has been earned, up to the maximum of ten percent (10%).~~

~~Longevity adjustments require the employee's supervisor to certify that performance is fully satisfactory and be approved by the Executive Director. In addition, an employee must be in the same job classification for the required period of time in order to be eligible for longevity pay, unless so approved by the Executive Director—i.e. equity adjustments made by the Executive Director for business reasons; employee does not lose longevity.~~

~~**Employees hired after January 13, 1999 are NOT eligible for longevity adjustments.**~~

2.02 2.03 ELIGIBILITY FOR EMPLOYEE BENEFITS

All full-time employees in the service of HACM shall be eligible for most HACM benefits after completing one full month of employment. Please refer to the official plan documents of each individual benefit for specific eligibility information.

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SECTION 3.00 CLASSIFICATION OF EMPLOYEES

3.01 EXEMPT AND NON-EXEMPT EMPLOYEES

Exempt employees include all employees who are classified by HACM as exempt from overtime under the Fair Labor Standards Act. Such employees include, but are not limited to, employees who qualify as exempt, executive, administrative or professional employees.

Non-exempt employees include all employees who are covered by the overtime provisions of Federal and State wage and hour law. Employees in this category are entitled to overtime pay for work in excess of forty-(40)-hours in one workweek.

3.02 FULL-TIME EMPLOYEES

Full-Time employees are those who are regularly scheduled to work no less than 40 hours per workweek. Full-time employees are paid on either an hourly or salary basis.

3.03 PART-TIME EMPLOYEES

Part-Time employees are those who are scheduled to work less than 40 hours per week. Part-time employees are generally paid on an hourly basis. Part-time employees may not be eligible for any or some benefits. If you have questions regarding your eligibility for particular benefits, see the Executive Administrative Assistant. The conditions of eligibility for benefits are set forth in the particular plan documents for each benefit.

3.04 SPECIAL PROJECT EMPLOYEES

Special Project employees are those employees hired to perform a special job task or work for a limited time period. An example of a special project employee is a student, hired to perform services during the summer months. Special project employees may not be eligible for any or some benefits. If you have questions regarding your eligibility for particular benefits, see the Executive Administrative Assistant. The conditions of eligibility for benefits are set forth in the particular plan documents for each benefit.

3.05 INTERNS

Uncompensated interns are with the company to develop marketable skills and gain knowledge in our industry and his/her field of choice. In order to be considered an uncompensated intern, the worker must receive training that is similar to that which would be given in a vocational school; the training is for the benefit of the intern; the intern must not displace employees, but work under close observation; the company will derive no immediate advantage from the activities in which the intern participates; the intern is not necessarily entitled to a job at the completion of the training program; and both HACM and the intern understand that the intern is not entitled to wages for the time spent in training.

3.06 APPOINTMENT ABOVE MINIMUM STEP

Appointments up to the third salary step based upon a candidate's exceptional merit and/or experience may be made by the Executive Director.

Appointments above the third step require the approval of the Board of Commissioners.

SECTION 4.00 POSITION AND CLASS DESCRIPTIONS AND DUTIES

4.01 JOB DUTIES

Job responsibilities and performance standards will be explained at the time of hire. You are referred to the applicable job description for further details about your position.

Job descriptions are meant only to describe the general nature of work. Job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to HACM. A supervisor may alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

SECTION 5.00 ATTENDANCE AND LEAVES

5.01 HOURS OF WORK

The Housing Authority of the City of Madera implemented a 9/80 compressed workweek schedule on July 26, 2004. For purposes of calculating hours, comp and overtime, the workweek begins at 12:01 p.m. on the scheduled flex day (*Friday*) and ends with the completion of the fourth (4th) work hour on the seventh (7) day (*Friday*) which is scheduled as a regular eight (8) hour day in the 9/80 cycle. Fridays are the designated 'off' ('closed'/'flex') day in the HACM 9/80 cycle.

Workdays within the 9/80 plan shall be configured as follows within a bi-weekly payroll period:

Week 1: Monday – Thursday – 9 hrs. /day – 8:00 a.m. – 5:30 p.m.
 Friday – 8-hr workday – 8:00 a.m. – 4:30 p.m.

Week 2: Monday – Thursday – 9 hrs. /day – 8:00 a.m. – 5:30 p.m.
 Friday – all Housing Authority offices and/or worksites are closed

Specific work schedules may be established according to agency business and public service needs.

The Executive Director may recommend terminating or modifying the schedule at any time upon review and evaluation of its effectiveness in meeting HACM's operational needs and requirements subject to Board authorization.

HACM employees who are on disability leave will have their schedule calculated at a 5-day/40-hour workweek effective the first Monday following the pay period the employee was off work for case of payroll and SDI calculation only. Upon full release by employee's treating physician, employee will return to their previous work schedule effective the first Monday following the employee's full return to work.

HACM may designate areas where rest periods may be taken. An employee will be relieved of all duty during his or her rest period.

5.02 REST PERIODS

HACM encourages that all employees take rest periods, which shall be insofar as practicable in the middle of each work period. Employees are given 15 minutes of rest per four hours of work performed.

If, due to the press of business or for other reasons, you feel as though you cannot take a rest period, contact a supervisor. By coordinating schedules we can assure that everyone can take a rest period.

5.03 MEAL PERIODS

Generally, employees will be relieved of all duty during the meal period and will not be required to remain on the premises. However, when the nature of a non-exempt employee's work prevents the employee from being relieved of all duty, the employee will be given an on-the-job paid meal period. Any employee in such a position will be requested to sign an agreement consenting to an on-the-job paid meal period.

HACM will make a 30 minute unpaid meal period available to each employee who works at least a five-hour shift. As workload permits, employees will generally be provided one hour for the meal period. We encourage employees to take a meal period to relax or to take care of personal matters. If HACM concurs, you may waive the meal period if your work period is no more than six hours in the workday. Meal periods may be arranged around work requirements, but should be taken before you have completed 5 hours of work.

We encourage our staff to regularly take meal periods. If, due to the press of business or for other reasons, you feel as though you cannot take a meal period, contact a supervisor. By coordinating schedules we can assure that everyone can take a meal period. An employee's failure to take meal periods or record them properly may result in disciplinary action.

5.04 LACTATION ACCOMMODATION

If you would like to express breast milk for your infant child while at work, please submit a request for accommodation to your direct supervisor. We will make reasonable efforts to accommodate your need in so far as practicable including extended break periods and the use of an appropriate room or other location where milk can be expressed in private. This break time will be required to run concurrently, if possible, with any break time already provided. In the event that it is not possible for the break time for expressing milk to run concurrently with break time already provided, the break time for expressing milk shall be unpaid.

5.05 ATTENDANCE

Employees shall be in attendance at their work site in accordance with the rules regarding hours of work, holidays and leaves. The Executive Director or designee shall enforce attendance requirements and maintain attendance records of employees. Any absence from work, taken upon the initiative of an employee, without prior authorization, or as provided for in these rules, may be the basis for disciplinary action. Notwithstanding the above, the agency shall not discipline an employee for an absence under the conditions specifically requiring the granting of leave by applicable State and Federal law. An employee is deemed to have voluntarily terminated his/her employment if absent without prior authorization and without notifying HACM for five (5) consecutive days.

5.06 OVERTIME

Work authorized in excess of normal working hours, except as provided for in this section, shall be classified as overtime for non-exempt employees when an employee's total work time exceeds 40 hours during the seven (7) day work period. Use of paid leave is not work time counted for calculation of overtime. Overtime shall be compensated at the rate of 1.5 hours of compensation

for each overtime hour worked. At the discretion of the immediate supervisor and approval of the Executive Director with due regard for HACM needs, the compensation may be either with additional employee pay or with employee credited compensatory time off as provided by the Fair Labor Standards Act (FLSA) which is one and one-half hours (1.5) for each overtime hour worked. Employees qualifying for overtime as non-exempt under FLSA shall not be allowed to accrue overtime to perform work unless his or her supervisor has authorized such work.

Although an employee may request to use accumulated compensatory time within a reasonable time, the supervisor or designee may deny the request if use of such leave would unduly disrupt the operations of HACM. In addition, compensation may be monetary if the supervisor or designee determines it to be in the best interest of HACM not to grant time off to the employee at that particular time.

Insofar as is feasible, allocation of overtime shall be equally distributed among employees of affected classifications.

Authorized compensatory time off may be credited up to 40 hours, at which point additional overtime must be compensated with additional employee pay.

Employees will be paid for accrued but unused compensatory time off upon separation or resignation from HACM service as required by state and federal law.

5.07 DESIGNATED ON-CALL DUTY

The nature of HACM services and the consequences involved in potential damage to property and buildings may make it necessary to designate a qualified employee for special availability to receive and respond to emergency calls during weekends, holidays and other non-working hours. An employee so designated for on-call duty shall arrange his/her schedule of personal activities so that he/she can be contacted within ten (10) minutes by phone and can respond to an emergency request within thirty-(30)-minutes after notification. Such a designated employee shall receive regular on-call duty pay at a rate specified by the Board of Commissioners. On-call employees are compensated at the rate of \$150.00 per week, \$170.00 per holiday week (one day), or \$190.00 per holiday week (two days). The designated employee in such situation shall receive a minimum of one (1) hours pay at 1.5 times his/her normal hourly pay rate. Actual additional hours worked as a result of being called back to work while on-call shall be used to calculate eligibility for overtime.

5.08 HOLIDAYS

The following days are recognized as holidays for HACM full-time employees:

1. New Year's Day (January 1)
2. Martin Luther King Day (Third Monday in January)
3. Presidents' Day (Third Monday in February)
4. Memorial Day (Last Monday in May)
5. ~~Juneteenth (June 19)~~
- 5-6. Independence Day (July 4)
- 6-7. Labor Day (First Monday in September)
- 7- ~~Columbus Day (Second Monday in October)~~
8. Veterans' Day (November 11)

9. Thanksgiving Day (a Thursday in November designated by the President of the United States)
10. The Friday after Thanksgiving Day
11. Christmas Eve Day (December 24)
12. Christmas Day (December 25)

When a holiday falls on a Sunday, the following Monday shall be observed as the authorized holiday. When a holiday falls on a Saturday, the previous Friday shall be observed as the authorized holiday.

For employees working these holidays, or if the holiday falls on an employee's regular day off, such employee shall be paid one additional day's compensation for the holiday.

If a holiday falls on the Friday "off day," the preceding Thursday will be the "off day." Holidays are paid based on an 8-hour workday. For holidays occurring on a 9-hour workday, one hour may be deducted from annual leave, taken as leave without pay, or may be made up within the same workweek or payroll period, if approved by the supervisor.

In order to be eligible for holiday pay, the employee must either work or use accrued vacation or sick leave on the workday prior to the holiday and the workday following the holiday. Employees on an unpaid leave of absence are not eligible for paid holidays.

5.09 VACATIONS

Full-time and part-time employees are eligible to accrue paid vacation benefits beginning the first day of employment. Employees may only use accrued vacation time after completing one year of employment. Full-time employees accrue vacation benefits at the following rates:

Years of Service	Vacation Hours per Month
0-5	8
6-10	10
11-15	12
16-20	13.3
21+	14

Part-time employees shall earn vacation credits at a ratio of their hours worked to full-time employment. In other words, the earning rates for a 20-hour per week employee shall be at 50%, a 30-hour per week employee shall be at 75%, a 32-hour per week employee shall be at 80%, etc.

At no time may an employee take vacation leave in excess of their accumulated balance.

The times at which an employee may take vacation shall be at the discretion of his/her immediate supervisor and the Executive Director. Requests will be granted with due regard for the wishes of an employee and particular regard for the need of HACM to conduct business and provide services. This does not preclude the Executive Director from scheduling an employee for vacation time off.

In the 9/80 compressed workweek schedule, vacation/annual leave may not be used on the Friday 'off' day.

Holidays falling within an employee's vacation shall not be charged as vacation time. If you become ill during your vacation, you will not be able to count those vacation days as sick days. However, your supervisor may approve the rescheduling of your vacation, at his/her sole discretion.

Full-time and part-time employees may accumulate up to 35 working days (280 hours) of vacation leave. Employees designated as management may accumulate up to 360 hours of vacation leave. Once an employee has reached the maximum vacation accrual amount allowed, he/she cannot accrue additional vacation time until the balance falls below the maximum accrual amount.

Employees who have accrued but unused vacation shall be paid for their accumulated vacation balance upon termination or resignation.

Vacation leave shall not accrue during leaves of absence without pay, unless required by law.

5.10 SICK LEAVE

Full-time employees shall accrue sick leave at the rate of one (1) workday (8 hours) per month for each calendar month of service. Sick leave shall not be considered a privilege that an employee may use at his/her discretion, but it will be allowed only in the case of necessity and actual sickness to an employee or his/her spouse or children, or other member of their immediate household, which requires the employee to provide care. Sick leave may also be used for dental (including orthodontics), eye, or other physical or medical examination or treatment by a licensed practitioner. One-half of the employee's annual sick leave entitlement (48 hours/calendar year) may be used for urgent attendance upon an immediate family member (spouse, son, daughter, father, mother, brother, sister, mother-in-law or father-in-law, or grandchild or grandparent).

Unused sick leave shall be accrued up to a maximum of 12 days (96 hours) per year, with a maximum limit of 1,000 hours of sick leave for employees hired **after** January 1, 2006. In the event that an employee on sick leave status exhausts their sick leave balance, additional time off shall be charged against their vacation balance. Compensatory time off balance may also be charged at the option of the employee.

In the 9/80 compressed workweek schedule, sick leave may not be used on the Friday 'off' day.

5.11 BEREAVEMENT LEAVE

Employees shall be allowed paid time off in the event of death in the employee's immediate family (spouse, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law) or corresponding affinity thereof. Up to three (3) days of such leave shall be allowed where the death and funeral services are within the State of California and up to five (5) days where the death and/or funeral service is outside the State of California.

Use of this leave will not be charged against the employee's accrued sick leave or vacation account. If the employee needs additional bereavement leave, accrued sick leave time may be used with the approval of the Executive Director.

5.12 LEAVES OF ABSENCE

Administrative Leave: At times, due to special circumstances, HACM may find it necessary to place an employee on a special leave status, with or without pay, as warranted by the special circumstances. The Executive Director may authorize this leave, with or without pay, and maintain an employee's usual employment status during a stipulated time period.

Workers Compensation Leave: Injuries involving injury and disability of an employee during HACM employment must be reported promptly to the employee's supervisor. An employee incurring an injury or disability while performing work shall be entitled to injury leave to the extent provided by the State Worker's Compensation and Insurance Act. Available vacation, compensatory time off and sick leave time can be utilized to make up the difference between an employee's disability benefits and his/her full salary. As with SDI benefits, leave shall not be granted to the extent that the combination of Worker's Compensation Temporary Disability Benefits and use of leave benefits result in the employee receiving pay greater than the employee's regular pay. An employee is free to elect to receive reduced salary and leave his/her vacation and compensatory time off balances undisturbed while on injury leave.

Vacation, sick leave, insurance and other benefits will continue to be credited to an employee to the same extent as received during regular employment, during injury leave.

Jury Duty and Court Witness: Every employee who is called or required to serve as a juror shall be entitled to absent himself or herself from his or her duties during the period of such jury service. Under such circumstances, the employee shall be paid, up to a maximum of 10 days, the difference between his or her full salary and any payment received by him/her, except travel pay, for such duty.

An employee who is subpoenaed to appear in court in an official capacity shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his or her official capacity as an employee shall be permitted time off without pay, or if the employee chooses, to use accrued vacation or compensatory time off for this purpose. Any payment, except travel pay, meals, and lodging received by the employee for such services as a court witness, in an official capacity shall be deposited with HACM.

Domestic Violence Employment Leave: If you are a victim of domestic violence as defined in Section 6211 of the Family Code, or a victim of sexual assault as set forth in the Penal Code, may take time off from work to obtain or attempt to obtain relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of a domestic violence victim or his or her child.

As a condition of taking time off for these purposes, you are required to give advance notice of your intention to take time off, unless this is not feasible. When an unscheduled absence occurs HACM has the right to require certification for the leave. Certification may take the following forms:

- (A) A police report stating the employee was a victim of domestic violence or sexual assault.

- (B) A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
- (C) Documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental abuse resulting from an act of domestic violence or sexual assault.

You may elect to use any accrued vacation time, sick leave that is otherwise available during this time off.

Victims of Crime: If you, an immediate family member, domestic partner, or your domestic partner's child is a victim of a violent or serious felony as defined by the Penal Code or felony theft or embezzlement, you may take unpaid time off from work in order to attend judicial proceedings related to that crime.

When feasible, prior to taking time off, you must supply a copy of the notice of each scheduled proceeding provided to the victim. When advance notice is not feasible or an unscheduled absence occurs, the employee may, within a reasonable amount of time provide documentation evidencing the judicial proceeding from any of the following entities:

- (1) The court or government agency setting the hearing;
- (2) The district attorney or prosecuting attorney's office; or
- (3) The victim/witness office that is advocating on behalf of the victim.

You may elect to use any accrued vacation time, sick leave that is otherwise available during this time off.

School Visits: If you are the parent or guardian of a child or children enrolled in kindergarten through grade 12, you may take time off from work, up to 40 hours each year, not exceeding 8 hours in any calendar month, to visit your child's school. You must provide reasonable advance notice of your planned absence to your supervisor, and you must use vacation time for the visits. If you are asked by your supervisor, you must provide documentation from the school verifying the date and time of your visits.

If both parents of the child work for HACM, the parent who first gives notice is eligible for the time off. The other parent may be permitted to take time off, under the conditions set forth in this policy, only if HACM authorizes the leave of absence.

School Visits - Suspended Pupil: If you are a parent or guardian of a pupil, and if you are requested to appear in the school due to the pupil's suspension, you may take an unpaid leave of absence provided that you give HACM reasonable notice of the request to appear.

Military Spouse Leave: If you work an average of 20 or more hours per week and are married to a member of the Armed Forces, National Guard or Reserves deployed during a period of military

conflict in an area designated as a combat theater or zone, you may take up to 10 unpaid days off as a “qualified leave period.” You must submit written documentation certifying the leave from deployment, within 2 business days of receiving official notice that the qualified member will be on leave. Qualified leave periods are defined as periods during which the soldier-spouses are on leave from deployment. You may elect to use any accrued unused vacation.

Military Leave of Absence: Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as you comply with certain notification and other requirements. You are protected if you meet the following criteria:

Eligibility:

- You gave notice that you were leaving the job for military service (unless military necessity or other exigent circumstances precluded the notice);
- The period of service was five years or less;
- You were not discharged from service under dishonorable or other punitive conditions; and
- You reported to your civilian job in a timely manner or submitted a timely application for reemployment.

In some cases, military leaves of absence beyond five years will be protected.

Return to Work:

The period of time within which you must return to work after the completion of service depends on the duration of the military service. If you served less than 31 days, you are required to return to employment by the beginning of the first regularly scheduled work period after the completion of military service. You are, however, excused for the amount of time required to return home safely and for an eight-hour rest period.

If you served between 31 and 180 days, you must file an application for reemployment within 14 days after the completion of military service.

If you served more than 180 days, you must file an application for reemployment no later than 90 days after the completion of military service.

In all cases, if compliance with the time limits becomes impossible or unreasonable through no fault of your own, you will be given additional time. Furthermore, reporting and application deadlines are extended for up to two years for persons who are hospitalized or convalescing from a service-related illness or injury.

If you are returning from the armed services, you will be reemployed in the job that you would have attained if you had not been absent for military service. HACM will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment.

Benefits:

Service members and their families will continue to receive health benefits for 31 days. You may continue health care coverage at your expense for up to 18 months. When returning from military leave you will resume health plan coverage without a waiting period or other exclusion.

The period of military duty will be counted as covered service for the purposes of retirement plan eligibility, vesting and benefit accrual. The company may not make plan contributions during a military leave. However, upon reemployment, HACM will restart contributions, and make up contributions that would have been made during your absence. If you are required to contribute to the retirement plan, you will have up to three times the period of military duty or five years, whichever is first, to make the contributions.

Discretionary Leave of Absence: Up to ten (10) working days of leave without pay may be granted to an employee by the Executive Director whenever the Executive Director considers such leave to be in the best interest of HACM. Leave without pay shall be granted only after all other applicable, available, and accumulated leave time has been exhausted. Compensatory time off is not required to be used, but may be used at the employee's option.

An employee on leave without pay status shall not earn vacation, sick leave, insurance or other benefits, and the employee's salary advancement date shall be delayed accordingly unless a special exception has been expressly approved in writing by the Executive Director.

Failure of an employee on leave without pay to report to work promptly at the leave's expiration, or within reasonable time after notice to return to duty shall be cause for discipline.

5.13 FITNESS FOR DUTY CERTIFICATION AND MEDICAL EXAMINATION

Employees returning to work after an absence for medical and/or behavioral health reasons may be required to provide a statement from the health care provider treating the employee that they are able to perform their regular and customary duties or that there are limitations, which are specified. If the Executive Director or designee has reason to doubt the validity of a certification, the Executive Director or designee may require medical opinion of a second health care provider chosen and paid for by HACM. If the second opinion is different from the first, the Executive Director or designee may require the opinion of a third provider jointly approved by the Executive Director or designee and the employee, but paid for by HACM. The opinion of the third provider will be binding. An employee may request a copy of a health care provider's opinions when there is a re-certification.

In addition to and separate from the above, the Executive Director or designee may at his or her sole discretion require an employee to submit to a fitness for duty medical or other professional inquiry/examination to determine if an employee is able to perform their usual and customary duties, or if limitations need to be imposed on specific types of duties to be performed. Such an examination need not be in conjunction with an employee's medical leave, but when in the judgment of the Executive Director or designee the employee appears to be performing in a way that creates a direct threat in terms of a significant risk to the health and safety of the employee, fellow employees or the public.

5.14 PAID FAMILY LEAVE

During an authorized unpaid leave of absence, you may receive pay from the state up to six (6) paid weeks in a twelve (12) month period to care for a parent, spouse, child, domestic partner, child of a domestic partner, or to bond with a child. Eligibility for benefits is determined by the State.

A seven calendar day waiting period exists before an employee may draw from the PFL bank. You are required to use up to two weeks accrued vacation leave prior to accessing PFL benefits.

You must provide medical certification to the State establishing that a serious health condition warrants PFL coverage. The certificate must include a diagnosis and International Classification of Diseases code; the commencing date of the disability; the probable duration, and the estimated time care is needed.

For bonding, PFL is limited to the first year after the birth, adoption or foster care placement of a child. A separate certification must be completed for leave associated with bonding.

Benefits under PFL include approximately fifty-five percent (55%) of lost wages for employees who contribute to SDI. Employees collecting workers' compensation, unemployment or SDI are not eligible to collect PFL.

5.15 PREGNANCY DISABILITY LEAVE

If you are disabled by pregnancy, childbirth, or related medical conditions, you are eligible to take no more than four months (88 working days) of unpaid leave.

HACM requires you to provide reasonable notice of the date the leave will commence and the estimated duration of the leave and certification from your health care provider that you are or will be disabled by pregnancy, childbirth or related medical condition. HACM also requires you to provide certification of your ability to return to work.

During your leave of absence due to pregnancy disability, HACM will continue to provide benefits, for up to a maximum of four months over a 12-month period, under HACM's health plan at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of the leave. HACM may recover the premium if paid on your behalf if you fail to return from leave after the period of leave to which you are entitled has expired and your failure to return is for a reason other than: (1) You are taking leave under the California Family Rights Act; (2) the continuation, recurrence or onset of a health condition that entitles you to take pregnancy disability leave; or (3) other circumstances beyond your control.

You are generally entitled to return to your original job after the conclusion of an absence under the Pregnancy Disability policy unless (1) preserving the job undermines HACM's ability to operate business safely and efficiently or (2) you would not otherwise have been employed in the same position at the time of reinstatement for legitimate business reasons unrelated to your leave of absence. In the event the original job is not available, HACM will attempt to place you in a substantially similar job unless one is unavailable or providing one to you undermines HACM's ability to operate business safely and efficiently.

In the event that your pregnancy disability leave exceeds four months, HACM will provide you with the same reinstatement rights as it provides to any other employee who has taken a similar length disability leave.

HACM will require you to use any accrued sick leave benefits during the period of your Pregnancy Disability Leave of absence. You may also elect to use any accrued vacation you have available. This means that your Pregnancy Disability Leave and paid benefit will run concurrently (HACM coordinates benefits with SDI benefit), and you will receive compensation during the absence. Your ability to substitute accrued paid leave is determined by the terms and conditions of HACM's normal leave policies. All paid time off will count toward your maximum leave total.

SECTION 6.00 DISCIPLINARY ACTION

6.01 EXAMPLES OF INAPPROPRIATE CONDUCT

HACM requires all employees to conduct themselves in a professional manner at all times. Below is a partial list of activities for which an employee may be disciplined.

- A. Fraud in securing employment or making a false statement on an application for employment.
- B. Incompetence, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.
- C. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his or her position.
- D. Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager.
- E. Dishonesty involving employment.
- F. Being under the influence of, or being impaired by, alcohol or illegal drugs or narcotics while on duty.
- G. Excessive absenteeism.
- H. Unexcused absences without leave.
- I. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required or misuse of sick leave.
- J. The conviction of either a misdemeanor involving moral turpitude or any felony conviction. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Executive Director or designee may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline or the determination if such conviction is an offense involving moral turpitude. A plea or verdict of guilty or a conviction showing a plea of *nolo contendere* made to a felony charge or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section. The Executive Director or designee may suspend or dismiss said employee when the time for appeal has elapsed or the judgment of the conviction has been affirmed on appeal or when an order granting probation is made suspending the imposition of sentence, irrespective of a subsequent order under the provisions of Section 1203.4 of the Penal Code of the State of California allowing such person to withdraw his or her plea of guilty and enter a plea of not guilty, setting aside a verdict of guilty or dismissing the accusation or indictment.
- K. Discourteous treatment of the public or other employees.
- L. Improper or unauthorized use of HACM property.

- M. Refusal to subscribe to any oath or affirmation that is required by law in connection with HACM employment.
- N. Any willful act of conduct undertaken in bad faith either during or outside of duty hours which is of such a nature that it causes discredit to the HACM, the employee's department or division.
- O. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of HACM property.
- P. Violation of the rules and regulations published in any department as authorized by a department head.
- Q. Outside "employment, activity or enterprise" as defined in the Government Code related to conflicts of interest by public employees not specifically authorized by the Executive Director or designee.
- R. Acceptance from any source of a reward, gift or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
- S. The refusal of any officer or employee of the HACM to testify under oath before any Grand Jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in HACM office is involved shall constitute of itself sufficient ground for the immediate discharge of such officer or employee.
- T. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies which may be prescribed by HACM.
- U. Improper political activity. Example: those campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or in any HACM uniform on or off duty or the dissemination of political material of any kind while on duty and/or during working hours or in uniform.
- V. Working overtime without authorization.
- W. Conviction of a criminal offense committed during course of employment, which jeopardizes HACM's property, security or its public reputation or the interests of its other employees.

SECTION 7.00 CONFLICT RESOLUTION AND GRIEVANCE PROCEDURE

7.01 PROCEDURE

The purpose of this policy is to provide a procedure by which employees may resolve differences, inform HACM of any concerns, or to grieve any action or decision of HACM or its representatives.

We expect all employees to treat one another with respect and courtesy. However, in the event a misunderstanding, disagreement or a dispute arises, you are encouraged to speak privately and directly with the person(s) involved. This meeting should focus on the issues causing concern. Each person should speak kindly and listen carefully to the other person in an attempt to resolve all issues.

If the persons involved cannot arrive at a satisfactory resolution of their differences, they should meet with their manager. The manager will listen to the concerns expressed and reach a decision on the matter. He/she may seek advice from another member of management before rendering a decision.

All employees are expected to cooperate and support any decision that is reached. Employees should not continue to debate and discuss the merits or wisdom of the decision. Instead, each employee should focus on what he/she can do to improve the workplace environment.

Employees are further cautioned against the use of gossip at any time in the workplace. Gossip, speaking unkindly about a person who is not present or telling secrets about a person, is divisive and hurtful, and will not be tolerated. Persons involved in gossip may be subject to discipline up to and including termination of employment.

If these differences cannot be resolved or if you have a concern about a serious matter such as discrimination or safety issues, or if you wish to grieve an action or decision by HACM, you may file a formal grievance. The formal grievance procedure is set forth below.

Upon notification to his/her immediate supervisor, any employee in HACM employment may make an appointment with the Executive Director to discuss his/her work and working conditions and to discuss any violation, misinterpretation or misapplication of these rules and regulations.

Within thirty (30) working days of an event or specific incident giving rise to a grievance, an employee shall seek initial adjustment of the grievance with his/her immediate supervisor. Should the immediate supervisor be unable to make a satisfactory adjustment or be a party to the grievance, the employee may seek adjustment through the Executive Director.

The immediate supervisor and/or the Executive Director may request a written description of the grievance. The written description shall include name(s) of grievant(s), date the grievance occurred and is initiated, statement of any previous action upon the grievance, a clear statement of the nature of the grievance, including the specific violation, misinterpretation or incorrect application of these Rules and Regulations, witnesses or other evidence supporting the grievance, a proposed solution to the grievance and the signature of the grievant(s).

If you are dissatisfied with the decision of the manager, you may appeal the decision by filing an objection with the Executive Director. You must explain why you believe the manager's decision should be changed. The objection must be filed within 10 days of receiving the decision by the manager. The Executive Director will review your objection.

The Executive Director may also ask for additional information from you or any other person involved. Generally, the Executive Director's review will be limited to determining if all relevant evidence was considered and whether the decision of the manager was supported by the evidence.

In the event the Executive Director is the subject of the grievance, the Board of Commissioners will be notified by the Executive Administrative Assistant through the chairperson of the Board of Commissioners.

SECTION 8.00 EMPLOYEE CONDUCT

8.01 ACCEPTANCE OF GIFTS

Gifts to HACM shall be accepted only by official action of the Board of Commissioners.

The Executive Director may receive holiday and other special occasion gifts under \$340.00 aggregate value on behalf of HACM staff.

HACM employees shall not accept any special tip, gift of value or other consideration because of services rendered as a HACM employee.

See Section 1.02 CONFLICT OF INTEREST/CODE OF CONDUCT.

8.02 OUTSIDE EMPLOYMENT

Unless you were hired as a part-time employee, your position with HACM is a full-time responsibility requiring your full loyalty. HACM will hold all employees to the same standards of performance and scheduling demands, and cannot make exceptions for employees who also hold outside jobs. If you are engaged in outside employment, whether or not you are a full or part-time employee, please report it to your supervisor so that HACM can assess whether your outside employment presents a conflict of interest. Furthermore, information, projects or opportunities on which you work as part of your job duties with HACM are property of HACM and may not be used for personal gain or as information for another company.

8.03 MOTOR VEHICLE DRIVING RECORD

Employees of HACM may be subject to disciplinary action for failure to maintain an appropriate driver license, if required to drive on HACM business. Employees with poor driving records may be required to attend extra training to improve their driving record.

8.04 USE OF HACM VEHICLES AND EQUIPMENT

HACM vehicles and equipment are to be used for HACM business only. Seat belts must be worn at all times by employees driving or riding in HACM vehicles.

Any employee assigned a HACM vehicle may not use the vehicle for personal purposes, other than for commuting or minor personal use (such as a stop for a brief personal errand on the way between a business activity and the employee's home).

8.05 USE OF PRIVATE VEHICLES ON HACM BUSINESS

Unless specifically authorized by the Executive Director an employee shall not use his/her personal vehicle on HACM business. In special circumstances when use of a private vehicle is authorized for long-range travel the employee shall be reimbursed at a rate stated in travel expenses authorized by the Board of Commissioners. Employees must meet legal requirements for operation of a private vehicle, including required insurance, to use their private vehicle for HACM business.

8.06 TRAVEL AND VEHICLE USE/DRIVING POLICY

A. AGENCY FUNDS FOR TRANSPORTATION – HACM funds may be used only to reimburse costs incurred for travel in accordance with the agency’s Travel Policy and applicable state and/or federal regulations.

B. ACCOUNTABILITY – Travel on HACM business shall be for the benefit of HACM and undertaken only after approval from the immediate supervisor/manager and the Executive Director. Out-of-state travel requires prior approval by the Board of Commissioners.

C. TRAVEL APPROVAL REQUIREMENTS – Travel approval is for attendance at meetings, conferences, conventions and training and requires the following conditions be met to be reimbursed by HACM:

1. The Executive Director has approved the travel in advance and costs are reasonable and funds are available.
2. There is direct benefit to the achievement of an objective that is related to HACM’s mission and program operations.
3. The number of participants from HACM should be based on achieving program objectives on where the purpose of the meeting is relevant to the achievement of HACM’s mission or program operation.
4. The trip should be scheduled so the employee leaves at the latest reasonable hour to arrive at the destination on time. The employee should also return promptly when the travel is finished, thereby minimizing the time away from work and ensuring reimbursement of all related expenses.

D. TRAVEL ADVANCES – Mileage reimbursement and travel advances (per diem) will be based upon current IRS rates at time of travel. Verification of personal auto liability insurance coverage must be on file with HACM. Airport to hotel shuttle/cab advances can be made, but receipts must accompany a completed Travel Expense Reimbursement Voucher and submitted to the Executive Director within five (5) working days of trip conclusion. Failure to timely provide receipts may result in delay of reimbursement for the reimbursements requested.

E. MEETINGS & TRAINING COURSES

You will be paid for all hours spent attending meetings or training courses unless the meetings are outside your regular working hours, attendance is voluntary, the program is not directly related to your job, and you do not perform any productive work.

On occasion, non-exempt employees will be required to travel to meetings and/or training courses. Whether or not travel time constitutes hours worked will depend on the kind of travel involved. Travel to or from the workplace to or from the meeting during the workday constitutes hours worked. However, time spent traveling directly to or from home to or from

the meeting at HACM is not considered hours worked. Travel away from home that keeps you away from home overnight is considered hours worked.

F. DRIVING POLICY

1. All HACM employees who are required to drive during the course of employment will be responsible for maintaining the following:
 - a. Valid California driver license
 - b. Acceptable driving record as determined by HACM.
2. When employees use their personal vehicles to perform duties within the scope of their employment (generally, driving to and from work is not in the scope of employment), employees shall have and maintain auto liability insurance in the minimum amount established by the State of California. Higher limits are recommended, but not required. HACM shall not be listed as an additional insured. Proof of personal vehicle insurance must be on file with the HACM Executive Administrative Assistant and updated as needed.

G. INSURABILITY

All employees must remain insurable under HACM's general liability insurance policies and where applicable and necessary for the performance of their job requirements. If any employee is declared uninsurable under any insurance policy held by HACM, the employee will be immediately considered ineligible for further employment and will be considered to have voluntarily terminated his/her employment as of the date of notifications of uninsurability.

When a physician prescribes the use of prescription or over-the-counter drugs or when over-the counter drugs bear warnings about side effects that may affect an employee's ability to drive, the employee is required to ask a physician whether such drugs may adversely affect his/her ability to drive safely. Using or being under the influence of such drugs is prohibited when such use may affect the employees' ability to drive safely. Before driving to any destination, an employee is required to advise their supervisor or program manager about any medication or over-the-counter drug that may adversely affect the employee's ability to drive. If there is any question concerning the ability to drive safely, the employee must refrain from driving until they are able to do so safely. Any employee who violates this provision of the vehicle use policy is subject to disciplinary action up to and including discharge.

The driving records of employees, who are required to transport clients, drive a HACM vehicle or drive in excess of 100 miles/month will be periodically reviewed. Hiring and continued employment of these persons will be subject to initial and periodic review of their driving record to ensure the safety of HACM programs and protect HACM from unacceptable liability issues.

H. TRANSPORTATION SAFETY RULES

1. All HACM staff driving on the job MUST use their safety restraints.
2. When transporting clients, adults or children (over 8 years old and/or 80 pounds) they must be properly restrained in seat belts.
3. All children less than 8 years old or weighing less than 80 pounds must be in an approved child restraint car seat in the back seat when riding in motor vehicle.
4. Only one adult or child per seat belt. Do NOT strap a child on the lap of an adult.
5. Supervisors/Managers must ensure that all staff familiarize themselves with car safety rules.
6. Operate the vehicle safely. Observe all traffic laws and drive courteously. The way you drive reflects on you and the company.
7. Wear your seat belt at all times while operating the vehicle.
8. Report any accident, regardless of how minor, to your supervisor as soon as possible, and no later than the end of your shift.
9. Do not carry unauthorized riders or passengers. "Unauthorized" includes non-employees and/or others not specifically assigned to accompany the authorized driver.

WHEN CAR SEATS ARE NOT AVAILABLE, PLEASE CONTACT YOUR SUPERVISOR OR PROGRAM MANAGER FOR INSTRUCTIONS.

Employees who do not adhere to safety rules are subject to discipline up to and including the termination of employment.

8.07 USE OF COMMUNICATION EQUIPMENT

HACM has made a significant investment in technology, including equipment that allows us to better and more efficiently communicate with one another and with third parties. The technology, including computers and telephone systems, were purchased to improve operations and should be used exclusively for business purposes. Unfortunately, some employees may attempt to use the equipment inappropriately.

You should refrain from putting any information on company-owned equipment that is inappropriate, unlawful or that could prove embarrassing. Among those considered offensive are communications that contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability. Communications that violate any other rule or policy contained in this manual are also prohibited. In order to protect its property, maintain costs and improve efficiency, HACM reserves the right to search office property including computers, cell phones or pagers and associated billing and usage records.

Access to any website that is offensive or discriminatory is prohibited. You may not use company technology to state positions or opinions that give the impression that (s)he is speaking on behalf of HACM, unless you are specifically authorized to do so.

The communication systems should not be used to send or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. Under no circumstances should any confidential or sensitive materials be disclosed to third parties except for appropriate and authorized business purposes.

You are advised that all information placed on the computers, telephones or any electronic data system, whether or not personal in nature, is property of HACM and may be assessed and reviewed by the company, without notice or reason. This information includes, but is not limited to, monitoring sites you visit on the internet, monitoring chat groups and news groups, reviewing downloaded or uploaded material, and reviewing e-mail sent and received by you. HACM will require you to provide copies of all internet and e-mail passwords used to access or use company-owned equipment. Passwords do not guarantee privacy of any data or information. Nor do system security features such as passwords and message delete functions prevent HACM's ability to access equipment you have used or data you have created, received or sent. Inappropriate use of the equipment could lead to discipline.

You are further cautioned the use of communication equipment is only for what they are authorized. As an example, unless specifically instructed to do so you may not access or email company information for personal reasons. After you are no longer with HACM you are no longer authorized to use company information or log into company accounts and must return any company property located on personal computers or in your home.

8.08 USE OF SOCIAL NETWORKING COMMUNICATIONS

Blogging, "tweeting, email, texting, and other social media such as MySpace and Facebook are subject to restrictions. You may not use company property to create, maintain, amend, view, access, download, contribute to, or store a blog, "tweet" or post entries on the internet (whether through a social network such as MySpace or Facebook, or using another method), unless you have written authorization from the Executive Director to do so. You may not blog, "tweet" or post entries on the internet (whether through a social network such as MySpace or Facebook, or using another method) while you are on duty, unless you have written authorization from the Executive Director to do so. The company has access to all company-provided electronic equipment and property, and may from time to time, and without notice, inspect the condition of the equipment and the communications, content, data and imagery stored on it. If you access, view, create or save any communications, content, data or imagery in company provided digital equipment, you have no privacy rights as to it and any such communications, content, data, and imagery are subject to monitoring by the company. You must cooperate in such monitoring.

You may be subject to discipline if any material or information you post: (a) Violates the privacy rights of another company employee, (b) intentionally or inadvertently discloses any company trade secret or confidential business information of the company or any affiliated business entity, the company's customers, suppliers or vendors; (c) comments on the future business performance, business plans or prospects of the company or any affiliated business entity; (d) criticizes or disparages competitors, customers, suppliers, or employees of the company or any

affiliated business entity; (e) includes copyrighted materials or other intellectual property of someone other than you; (f) constitutes the unauthorized use of trademarks, logos and other branding symbols; (g) inappropriately uses or displays the logo, graphics, or trademarks of the company or any affiliated business entity; (h) displays false or misleading information about the company, any affiliated business entity, competitors, employees, suppliers, or customers; (i) displays any information that violates any other company policy; (j) displays any content that purports to represent the position, viewpoint, statements, opinions or conclusions of the company or any affiliated business entity, employee, supplier, or customer; (k) violates any law, such as laws that prohibit defamation, harassment, discrimination, or retaliation; (l) disparages HACM's products or services; (m) contemptuous, opprobrious or abusive comments about the company or its representatives or (n) suggest that the company endorses or promotes particular product, commercial enterprise, opinion, cause or political candidate. If your post or entry identifies or mentions the company you must state in a prominent way that any entries or posts express your personal view and are not written by or on behalf of the company and do not necessarily represent the views of the company. Links to other websites or locations are also subject to this policy. This policy does not, however, prevent you from engaging in concerted activities for the purpose of collective bargaining or other mutual aid.

This policy applies to all blogs and all websites, whether or not it is accessible by the public or requires a password. Remember, you are personally responsible for any posting that you make. You can be held personally liable for any statements deemed to be defamatory, obscene, harassing, discriminating, or retaliatory, violate privacy rights, include confidential or copyrighted information (e.g., music, videos or texts that belongs to someone else) or are otherwise unlawful. The company is not responsible for protecting you from the consequences of any information that you post.

8.09 DRESS CODE

All employees shall maintain a standard of grooming and safety commensurate with public services. The following dress regulations are therefore required:

- A. All clothing must be neat, clean and in good repair.
- B. Prescribed uniforms and safety equipment must be worn where applicable.
- C. Footwear must be appropriate for the work environment and functions being performed.
- D. Hair must be neat, clean and well groomed.
- E. Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.
- F. Jewelry is acceptable except in areas where it constitutes a health and/or safety hazard.
- G. Tattoos and body piercings must be concealed, with the exception of earrings.
- H. Good personal hygiene is required.
- I. Dress must be appropriate to the work setting, particularly if the employee deals with the public.

The Executive Director or designee shall have the final say in the interpretation of what constitutes compliance with the above.

8.10 DOCUMENT RETENTION

In some cases, such as when litigation is pending or foreseeable, you may have a duty to stop normal purging procedures and preserve existing data. The company will provide notice to affected employees if this duty arises. Altering or deleting documents during a purging hold will be considered grounds for discipline up to and including termination.

8.11 SECURITY, PRIVACY & SEARCHES OF HACM OWNED PROPERTY & SYSTEMS

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, pagers, modems, facsimile machines and HACM vehicles are the HACM property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. HACM reserves the right at all times and without prior notice to examine any HACM property for the purpose of determining whether this policy, or any other HACM policy has been violated, or whether such inspection and review is necessary for purposes of promoting safety in the workplace or compliance with state or federal laws. Inspection of HACM property may also be conducted during or after business hours and in the presence or absence of the employee.

HACM's computer system and other technical resources, including any voice or e-mail systems, are provided for use in the pursuit of HACM business and are to be reviewed, monitored, and used only in the pursuit, except as provided in this policy. HACM reserves the right to review electronic messages and files to ensure that those media are being used in compliance with the law and agency policies. Employees shall not abuse the privilege of access to this equipment for any personal business. Any activity on the Internet shall be done in a professional manner and only for HACM business.

HACM recognizes that employees may occasionally find it necessary to use HACM telephones for personal business. It is understood that some phone calls may be necessary when addressing crucial family needs, however, personal calls should be held to the briefest possible time to avoid disruption of HACM business.

Employees of HACM are otherwise permitted to use HACM's equipment for occasional, non-HACM purposes with permission from their direct supervisors. For purposes of inspecting, investigating or searching employee-used computerized files or transmissions, voice mail or e-mail, HACM may override any applicable passwords or codes in accordance with the best interests of HACM, its employees, or its clients, customers or visitors. The employee has no right of privacy as to any information or file created or maintained in or on HACM property or transmitted or stored through HACM's computer system, voice mail, e-mail or other technical resources. All bills and other documentation related to the use of HACM's property are the property of HACM and may be reviewed and used for purposes that HACM considers appropriate.

Employees shall access only files or programs, whether computerized or not they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files,

passwords, computer systems, or programs or other property of HACM or improper use of information obtained by unauthorized means, may be grounds for disciplinary action up to and including dismissal from HACM employment.

Employees are **not** permitted to install personal software or unlicensed software onto HACM equipment. Downloading software from the Internet onto HACM equipment is prohibited unless authorized by Department Head or Executive Director. HACM property may not be removed from premises unless authorized by the Department Head or the Executive Director.

8.12 POLICY FOR A DRUG FREE WORKPLACE

A. PURPOSE

It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While HACM has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol both on and/or off the job can take its toll on job performance and employee safety. HACM's concern is that all employees are in a condition to perform their duties safely and effectively in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours are inconsistent with this objective. In recognition of the public service responsibilities entrusted to the employees and/or HACM and that drug and alcohol usage can hinder a person's ability to perform duties safely, efficiently and effectively, a policy against drug and alcohol abuse is hereby adopted by HACM.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of HACM managers and employees. To that end, HACM will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely, efficiently and effectively perform the functions of the job), which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to HACM's reputation. All persons covered by this policy should be aware that violations of this policy might result in discipline, up to and including dismissal, or in not being hired.

Supervisors will be trained to recognize abusers and become involved in this control process. Supervisors are strongly urged to encourage employees to get assistance, and employees who think they may have an alcohol or drug usage problem are strongly encouraged to voluntarily seek confidential assistance through HACM's Employee Assistance Program (EAP), or through other available services. Please see the Executive Administrative Assistant for further information on the EAP. In addition, all employees will participate in educational programs that will provide information regarding the use of alcohol and drugs, and availability of counseling and rehabilitation programs as well as information about penalties for the violation of this Policy.

B. POLICY

It is HACM's policy that employees shall not be under the influence or in possession of alcohol or drugs while on HACM property, at work locations, or while on duty or subject to being called to duty; shall not utilize, sell or provide drugs or alcohol to any other employee or to any other person while such employee is on duty or subject to being called, nor have their ability to work impaired as a result of the use of alcohol or drugs. This prohibition also includes any unlawful manufacture, distribution, dispensation, possession or use of controlled substances.

While use of a medically prescribed medication and drugs is not a violation of this policy, failure by the employee to notify his/her supervisor before beginning work, when taking medication or drugs, even other-the-counter medications, which could foreseeably interfere with the safe and effective performance of duties or operation of HACM equipment, can result in discipline up to and including dismissal. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using medication or drugs, clearance from a qualified physician may be required.

HACM reserves the right to conduct a reasonable search without employee consent of all areas and property in which HACM maintains control or joint control with the employee. A reasonable search is one in which HACM has a reasonable suspicion that illegal or unwarranted chemicals or other substances and materials will be found. Otherwise, HACM may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the agency.

Refusal to submit immediately to an alcohol and/or drug analysis when requested by HACM Executive Director or law enforcement personnel shall constitute insubordination and will be grounds for discipline up to and including dismissal.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall submit themselves (under the supervisor's guidance) for an immediate drug and/or alcohol analysis.

C. APPLICATION

This policy applies to all employees and all applicants for positions with HACM. This policy applies to alcohol and to all substances, drugs or medications, legal or illegal, which could impair an employee's ability to efficiently, effectively perform the functions of the job.

D. EMPLOYEE RESPONSIBILITY

An employee must:

1. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to any alcohol or drug use or the use of any substance.

2. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, or breaks, during meal periods or anytime while on HACM property.
3. Not directly or through a third party sell or provide drugs or alcohol to any person, including tenants in HACM housing or any employee while either employee or both employees are on duty or subject to being called.
4. Submit immediately to an alcohol and drug test when requested by a HACM Executive Director.
5. Notify his/her supervisor before beginning work when taking any medication or drugs, prescription or nonrestrictive (over-the-counter) which may interfere with the safe and effective performance of his/her duties or the operation of HACM equipment.
6. Provide within 24 hours of request, a bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.
7. Notify HACM of any drug stature conviction for a violation occurring in the workplace (while on duty) no later than five days after such conviction.

E. PHYSICAL EXAMINATION AND PROCEDURE

HACM conducts pre-employment drug tests and drug tests when there is reasonable suspicion of drug use. The drug and/or alcohol examination may test for any substance that could impair an employee's ability to effectively and safely perform the functions of his/her job including, but not limited to, derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids. The attending physician shall determine the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed and how a confirming test after an initial positive result will be performed. Irrespective of the above, testing shall follow protocols and use positive test thresholds as contained in the Omnibus Transportation Employee Testing Act of 1991, Federal Highway Administration Rules and Regulations for controlled substance testing.

F. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

1. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties and responsibilities.
2. If a drug screen is positive at the pre-employment physical, the applicant must provide within 24 hours of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification or if the drug is one

that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

3. If an alcohol or drug test is positive for alcohol or drugs, HACM shall conduct an investigation to gather all facts. The decision to discipline or dismissal will rest with the Executive Director.

8.13 CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Executive Director. The reports or test results may be disclosed to Agency management on a strictly need to know basis and to the tested employee upon request. Disclosure without employee consent may also occur when:

- A. The information is compelled by law or by judicial or administrative process.
- B. The information has been placed at issue in a formal dispute between the employer and employee.
- C. The information is to be used in administering an employee benefit program.
- D. The information is needed by medical/emergency personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure or to other exposed to hazardous chemicals contained in such drugs.
- E. The information is required by a chemical dependency counselor to make an assessment and/or evaluation.

8.14 AMERICANS WITH DISABILITIES ACT

All testing, records and decisions regarding employment and discipline shall be in compliance with the Americans with Disabilities Act and related State law.

SECTION 9.00 GENERAL EMPLOYMENT AND SERVICE CONDITIONS

9.01 CONFLICT OF INTEREST

No employee or Commissioner shall have a direct or indirect interest in HACM property, property under consideration for purchase by HACM, or a contract with HACM that violates Section 34281 of the Housing Authorities Law of the State of California. All notification actions required by the above law shall be strictly followed by employees and Commissioners. It shall be the responsibility of employees and Commissioners who may be in potential violation of the statute to familiarize themselves with the provisions and intent of the statute.

It is the policy of HACM that no employee or Commissioner shall be in a position to realize unfair economic gain by virtue of his or her employment status with the organization.

9.02 NEPOTISM

For reasons of business necessity, safety, supervision, security, or morale, HACM may refuse to employ or promote into a position where two (2) or more members of the same family in the same facility, division, department or when a direct supervisory relationship could exist.

For purposes of this section, "relative" means spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, or any other individual related by blood or marriage. Relative does not mean husband and wife.

If one employee marries another person employed by HACM within the same department, both employees shall be allowed to retain their respective positions provided that a supervisory relationship does not exist at the time of marriage between these two positions. For the purpose of this section, a supervisory relationship shall be defined as one in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.

HACM retains the right to refuse to place both spouses in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

Where the above circumstances exist and mandate that two spouses shall not work in a prohibited relationship, the Executive Director or designee will attempt to transfer one spouse to a similar classified position in another HACM department. Although the wishes of the involved parties as to which spouse is to be transferred will be given consideration by HACM, the controlling factor in determining which spouse is to be transferred shall be the positive operation and efficiency of HACM. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

9.03 NON-FRATERNIZATION

HACM desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment, employee morale and dissension problems that can potentially result from personal or social relationships involving managerial and supervisory employees at HACM. Accordingly, managers and supervisors should be careful in dating subordinate employees and should make every effort to avoid situations that might compromise the integrity of HACM.

HACM also desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment, employee morale and dissension problems that can result from certain other relationships between employees. Accordingly, all employees both management and non-management, should be careful to ensure that, their personal relationships with HACM employees do not create a potential conflict of interest, cause disruption, create a negative or professional work environment, or present concerns regarding supervision, safety, or morale. All employees should also remember that HACM maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

9.04 PERSONNEL RECORDS

HACM maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of HACM's personnel program. Personnel files are the property of HACM and access to the information they contain is restricted. Information contained in these files shall include class title, the department to which assigned, salary, changes in employment status, disciplinary actions and such other information as may be considered pertinent.

An employee, or the employee's representative, with written consent, shall be entitled to review his or her personnel file. If an employee wishes to view the personnel file, he or she will schedule an appointment with the Executive Director or designee a minimum of 24 hours in advance of viewing time. If an employee wishes to have a photocopy of the documents in the personnel file, he or she will be permitted a free copy of such documents once every year. For copies requested more often than once each year, he or she will pay the fee charged by the Housing Authority at that time for photocopies.

Each employee is responsible to promptly notify HACM of any changes in relevant personal information including:

Mailing Address
Telephone Number
Persons to Contact in an Emergency
Number and Names of Dependents

All medical information about an employee or applicant is kept separately and is treated as confidential in accordance with the Americans with Disabilities Act (42 U.S.C. §12112(d)(3)(b)) and the California Confidentiality of Medical Information Act (California Civil Code §56, et seq.). HACM will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable HACM

to obtain certain medical information, the employee or applicant may need to sign an "Authorization for Release of Employee Medical Information."

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for HACM business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

HACM will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an "Authorization for Release of Medical Information." HACM will release only medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, HACM will communicate those limitations to the person or entity to which it discloses the medical information.

Upon request, HACM will release to the public information about its employees as required by the Public Records Act. HACM will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.

All requests from outside HACM for reference checks or verification of employment concerning any current or former employee must be referred to the Executive Administrative Assistant or the Executive Director. Information will be released only if the employee signs an "Authorization for Release of Employment Information" except that without such authorization, the following limited information will be provided: date of employment and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Executive Director on a case-by-case basis.

An employee may inspect his or her own personnel file, to the extent defined by California Labor Code §1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Executive Administrative Assistant to arrange an appointment. The review must be done in the presence of the Executive Director or designee.

On request, an employee is entitled to receive a copy of any employment-related document he or she has signed. An employee who wishes to receive such a copy should contact the Executive Administrative Assistant.

9.05 PAYROLL RECORDS

HACM will keep at 205 North G Street in Madera, CA, payroll records showing hours worked daily and wages paid to employees. These records will be kept for at least three (3) years. You may also keep a personal record of hours worked. If your record differs from the information HACM provides you on your paycheck, contact the Finance Department immediately.

9.06 VIOLENCE IN THE WORKPLACE

HACM is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the employer has established a separate violence in the workplace policy that all employees are encouraged to thoroughly review. Security and safety in the workplace is every employee's responsibility. It is therefore essential that every employee understand the importance of the workplace safety and security.

Compliance with this anti-violence policy is essential and a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to discipline up to and including immediate dismissal.

In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, HACM has established security measures and practices. It will also provide programs to train and retrain employees as appropriate. This will assist employees and HACM to make the workplace more secure and to remedy any problems and workplace security hazards that are identified before they lead to injuries.

Employees should immediately inform their supervisors about any workplace security hazards. If an employee's supervisor is not readily available, the employee should immediately inform the Executive Director so that appropriate action can be taken. Employees should also be aware that HACM's Injury and Illness Prevention Program addresses issues regarding workplace security.

Full cooperation by all employees is necessary for HACM to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their obligations under this policy to the Executive Director. Employees can report violation of this policy and raise any questions regarding their obligation or this policy without fear of reprisal or any kind.

9.07 POSTINGS

Federal and state employment posters and all other postings are located on the bulletin board in the hallway of the main office, in the maintenance shop and in the satellite offices. In addition, you can view a copy of Wage Order No. 4 by asking the Executive Administrative Assistant, or via the Internet at:

www.dir.ca.gov/iwc/WageOrderIndustries.htm

9.08 SAFETY

Your safety is a major concern to HACM. HACM feels that a clean, safe, and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide you with a safe place to work. Accident prevention, however, is largely an individual responsibility and employees are expected to do their part to work safely.

The following guidelines should be observed:

- A. Study your job and the possible hazards. If you are uncertain as to the safest way of doing the job, ask your supervisor before you begin.
- B. If you become ill or are injured on the job, tell your supervisor at once. In order to receive prompt insurance coverage, an injury report must be filled out. If you think you need medical attention, inform the supervisor. The supervisor will have a list of available doctors and medical facilities in the area.
- C. Report any defective equipment or possible hazardous condition to your supervisor.
- D. Feel free to make any safety suggestions.
- E. Employees are also required to review HACM's Injury and Illness Prevention Program (IIPP) and be familiar with its contents.

SECTION 10.00 MANAGEMENT RIGHTS

The Housing Authority of the City of Madera retains all of its powers and authority to manage agency services and the work force performing those services and make business decisions at its discretion to create a strong Housing Authority.

Employee Handbook Acknowledgement Form

By signing this form, I acknowledge receipt of the handbook. I understand that this handbook does not imply or constitute a contract or employment agreement for a specified term between myself and the Housing Authority of the City of Madera ("HACM").

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. If I have any questions about the handbook, or any employment, I will contact the Executive Director or the Executive Administrative Assistant of HACM.

If any dispute or grievance should arise in the workplace and it cannot be resolved between coworkers, I understand that I am to go to my manager to express my concerns, immediately, so that the dispute or grievance can be properly resolved in a timely manner.

I understand that it is my responsibility to in no way reveal or divulge any confidential, proprietary and trade secret information that I may come in contact with, during and after my employment with HACM.

I understand that the workplace can be inspected or searched, for reasonable cause. Items including property of HACM, personal property brought on the premises, and any information transmitted on computers or communications systems can and will be included in these searches or inspections.

I understand that my work at HACM is "at will," meaning that I am free to leave the company at any time, with or without reason, and that the company has the same right to end its employment relationship with me. No one at HACM has authority to make a contrary agreement with me except in a formal written document signed by the Board of Commissioners and myself. The employee handbook and all other policies and procedures of HACM are intended to be consistent with the company's employment-at-will philosophy.

I understand that this handbook contains general statements about current company policy, and that HACM retains the right to revise or modify the terms, information, policies, and benefits at its sole discretion and at any time.

I understand that the company may, at its sole discretion, depart from policy from time to time.

Employee Signature _____

Employee Name Printed _____

Date _____

RESOLUTION NO. 1290

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA APPROVING MODIFICATIONS TO SECTION 1.06 - DEFINITIONS OF TERMS AND SECTION 2.00 – COMPENSATION, OF THE HOUSING AUTHORITY’S PERSONNEL POLICIES.

RECITALS

A. **WHEREAS**, the Housing Authority of the City of Madera (the “Housing Authority”), is continuously looking for ways to attract and retain employee talent;

B. **WHEREAS**, the Housing Authority staff desires to reevaluate the Housing Authority Personnel Policies with regard to Section 1.06 - Definitions of Terms and Section 2.00 - Compensation; and

C. **WHEREAS**, there will be no fiscal impact resulting from such policy changes.

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. Authority To Modify Section 1.06 - Definitions of Terms and Section 2.00 – Compensation, of the Housing Authority’s Personnel Policies. The Housing Authority’s Board of Commissioners has considered and herein approves modifying Section 1.06 - Definitions of Terms and Section 2.00 – Compensation, of the Housing Authority’s Personnel Policies.

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 13th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Interim Executive Director
Blanca Mendoza-Navarro

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 March 13, 2024, and swears or confirms, that the foregoing information in this resolution is true and correct and has not been altered or amended.

By: _____
Maricela Lopez
Clerk

Approved as to Legal Form:

Emilio J. Huerta, Legal Counsel

C-4 CONSIDER TO CANCEL APRIL 10, 2024 REGULAR SCHEDULED MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AND RESCHEDULE FOR A LATER DATE IN APRIL



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: C-4

FROM: Blanca Mendoza-Navarro, Interim-Executive Director

AUTHOR: Blanca Mendoza-Navarro, Interim-Executive Director

DATE: March 6, 2024

SUBJECT: CONSIDERATION TO CANCEL APRIL 10, 2024, REGULAR SCHEDULED MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AND RESCHEDULE FOR A LATER DATE IN APRIL.

EXECUTIVE SUMMARY:

The purpose of this memo is to request the Board of Commissioners consider approval of cancellation of the April 10, 2024, Regular Scheduled meeting and consider an alternative date for a Special Meeting in the month of April.

The reason for the cancellation of the April 10, 2024, meeting is due to Interim Executive Director, Blanca Mendoza-Navarro, Chair Elsa Mejia, and Vice-Chair Anita Evans will be in Washington DC attending the NAHRO Washington Conference.

RECOMMENDATION:

Staff recommends that the Board of Commissioners provide guidance and alternative dates to reschedule the Regular April Board meeting to a Special Meeting in April.

FISCAL IMPACT:

There will be no fiscal impact for this item.



F- EXECUTIVE DIRECTOR REPORT



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: March 13, 2024

AGENDA ITEM: F-1

FROM: Blanca Mendoza-Navarro, Interim
Executive Director

AUTHOR: Blanca Mendoza-Navarro, Interim Executive
Director

DATE: March 7, 2024

SUBJECT: COMMUNICATIONS, TRAININGS, AND AUDITS

1. **HUD AUDIT** – HACM Senior Leadership Team met with HUD on February 29, 2024, to continue reviewing the PHARS Remote Assessment. HUD financial staff requested additional information on HACM's financial reports. All requested information has been submitted and we are pending response if any. Staff is pending the next meeting with HUD staff.
2. **AGENCY AUDIT** – Smith Marion (auditor) complete the FY 2022 Audited Financials. The audit report was uploaded to the Federal Audit Clearinghouse (FAC) and Staff submitted to (FAC). Currently pending FDS submission. They will be presenting at the March 13th meeting and requesting adoption of the FY 2022 Audited Financials.
3. **FEE ACCOUNTANT** – BDO is assisting Finance Staff with Bank Reconciliation in Yardi from MOM (previous software).
4. **DEPARTMENTAL REPORTS:**
 - a. **HCV** – Staff continues to work on issuing vouchers HQS inspections are down to thirteen (13) late certifications. The new inspector has hit the ground running and has completed a few initial inspections which mean these will be ready to house and we will have HAP contract ready beginning next month.
 - b. **ROSS/FSS** – Staff is working on enrolling more families in these programs.
 - c. **PUBLIC HOUSING** – Staff continue to work on lease up for the upcoming vacancies.
 - d. **FARM LABOR** – Staff continue to work on lease up for the upcoming vacancies.
 - e. **MIGRANT** – New staff is working on getting the units ready for the new season. There will be some activity with the Landscape awarded contract and the Wi-Fi installation.
 - f. **FINANCE** – The Finance Team is ready to learn the Procure to Pay process once the Board approves the amendment to the contract, the implementation schedule and training will begin. Staff submitted a request for a draw down from the ROSS program grants. Staff requested additional funds from the HUD-held reserve account for HCV. HUD approved additional distribution in the amount of \$ 143,000.00.
 - g. **TRAINING** – HACM Senior Leadership Team attended a virtual training on PH/HCV Eligible and Ineligible Uses of Funds put on by Affordable Housing Association of CPAs (AHACPA). The training focused on regulations from the Office of Management and





Housing Authority of the City of Madera

Budget (OMB). OMB is the largest component of the Executive Office of the President. It reports directly to the President and helps a wide range of executive departments and agencies across the Federal Government to implement the commitments and priorities of the Executive Branch.

5. **RECRUITMENT:**

- a. Maintenance II – HACM has received over ten (10) applications so far. Staff will start scheduling interviews.
- b. Executive Director – deadline ended 02/29/2024.

6. **MORES Inc.** – Staff worked with MORES Auditor and their Staff to submit pending information to close out their FY 2022 Audit.

7. **VALLEY AUTHORITIES' CONSORTIA:** Interim Executive Director attended the kickoff meeting with the Valley Authorities Consortia on Friday, March 8, 2024. The attendees were the HUD TA, HUD staff, Stanislaus/Riverbank ED, and Kings County ED. HUD TA will be meeting with all the Housing Authority Executive Directors and Board Chairs to go over the needs of each Agency and the Consortia in the next few weeks.

8. **OTHER** – Interim Executive Director will be attending the California Affordable Housing Agency (CalAHA Retreat 2024) in Solvang CA on Sunday, March 17 – Tuesday, March 19. CalAHA General Counsel and CalAHA Executive Director invited me to attend. CalAHA pays for all expenses to attending this Retreat.

