

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, June 12, 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:

[Link to the Zoom Meeting](#)

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. Giselle Flores at giselle@maderaha.org or by regular mail sent to the Housing Authority at 205 N G Street, Madera, CA 93637, Attention Giselle Flores.

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: Vice-Chairperson Anita Evans

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 May 8, 2024, Regular Board Meeting Minutes.

B-2 Approval of May 22, 2024, Special Board Meeting Minutes.

B-3 Approval of Register Audited Demands for May 2024.

B-4 INFORMATIONAL ITEM: Renewal of property, liability, and auto coverage from Housing Authorities Risk Retention Pool (HARRP) effective 07/01/2024 – 07/01/2025.

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

C-1 INFORMATIONAL ITEM: Renewal Agreement/Membership for Special Services with Liebert Cassidy Whitmore,

C-2 INFORMATION ITEM: Amended Agreement with the Office of Migrant Services (OMS) Contract for Pomona Ranch,

C-3 DISCUSSION ITEM: The Housing Authority of The City of Madera Consideration of Approval of HACM Bylaws, continued Item from May 8, 2024,

C-4 RESOLUTION No. 1295: The Housing Authority of the City of Madera Consideration of HACM Executive Director Agreement with Blanca Mendoza-Navarro.

D. WRITTEN COMMUNICATIONS: Giselle Flores, Executive Administrative Assistant

E. ADMINISTRATIVE REPORTS: Blanca Mendoza-Navarro, Interim Executive Director

E-1: Monthly Housing Activity Report

	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec
Section 8	Section 8											
Households Assisted	748	761	734	751	715							
YTD Lease Up projection	93%	95%	91%	93%	89%							
MTD HAP Expenses	\$437,236	\$444,106	\$444,106	\$464,536	\$466,894							
Waiting List	516	516	516	269	270							
Public Housing	Public Housing											
Vacancies	2	5	2	2	2							
Waiting List	2794	2800	2800	4382	2,825							
Unit Turnover	0	1	2	2	1							
Farm Labor	Farm Labor											
Vacancies	2	2	1	2	2							
Waiting List	17	20	17	17	14							
Unit Turnover	1	0	1	2	1							
Maintenance	MAINTENANCE											
Public Housing	Public Housing											
Open Work	17	14	17	65	52							

Orders												
Average days	5	2.4	2.5	15.5	2.4							
Farm Labor	Farm Labor											
Open Work Orders	3	2	3	13	25							
Average days	7.8	4.8	2.6	3.4	3.5							

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

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

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

C. Potential litigation: Public Housing

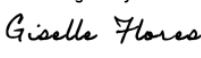
I. ADJOURNMENT:

The next Regular Monthly Meeting will be Wednesday, July 10, 2024, at 6 p.m., at the City of Madera, Council Chambers.

Certificate of Posting

I, Giselle Flores, declare under the penalty of perjury under 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 **June 12, 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 4:00 p.m..

Executed this 7th day of June 2024.

DocuSigned by:

 0CC59C19E1454C9...
 Giselle Flores
 Executive Administrative Assistant
 Housing Authority of the City of Madera

Housing Authority of the City of Madera



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

MINUTES OF THE MAY 8, 2024 REGULAR BOARD MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

CALL TO ORDER:

The April 8, 2024, Regular Meeting of the Housing Authority for the City of Madera was called to order by Chairperson Elsa Mejia at 6:00 p.m.

The meeting was held in person at the City of Madera Council Chambers, located at 205 West 4th Street, Madera, CA 93637, pursuant to California AB 361, AB 2449, and CA Govt. Codes §§ 54953 and 54954.2. The meeting was made 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 Cece Gallegos	(In Person at the City of Madera Council Chambers)
Commissioner Jose Rodriguez	(In Person at the City of Madera Council Chambers)
Commissioner Steve Montes	(In Person at the City of Madera Council Chambers)
Commissioner Santos Garcia	(In Person at the City of Madera Council Chambers)
Commissioner Artemio Villegas	(In Person at the City of Madera Council Chambers)

COMMISSIONERS ABSENT:

None.

GUESTS/STAFF PRESENT:

HACM Interim Executive Director Blanca Mendoza-Navarro (In Person)
HACM Executive Administrative Assistant Giselle Flores (In Person)
HACM Legal Counsel Emilio J. Huerta (In Person)
HACM Financial Manager Alex Estrada (In Person)
HACM Programs Manager Lucia Lopez (In Person)
HACM Maintenance Manager Jared Garza (In Person)
HACM Maintenance Employee Thomas Gonzales (In Person)

INVOCATION:

Pastor Joyce Jane from Good News Ministries led the invocation.

PLEDGE OF ALLEGIANCE

Commissioner C. Gallegos led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Commissioner S. Montes moved to approve the May 22, 2024, proposed Board Meeting Agenda, as posted on May 2, 2024. Commissioner C. Gallegos seconded the motion. The motion passed unanimously.

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

NAYES: (0)

ABSENT: (0)

PUBLIC COMMENT:

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

A. WORKSHOPS:

None.

B. CONSENT CALENDAR:

Approval of consent items.

B-1 MARCH 13, 2024, REGULAR BOARD MEETING MINUTES.

B-2 APRIL 22, 2024, SPECIAL BOARD MEETING MINUTES.

B-3 REGISTER AUDITED DEMANDS FOR MARCH 2024.

B-4 REGISTER AUDITED DEMANDS FOR APRIL 2024.

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

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

NAYES: (0)

ABSENT: (0)

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

C-1: Motion to Approve Proposed Resolution No. 1292 of the Housing Authority of the City of Madera Authorizing the Interim Executive Director to Enter into a Memorandum of Understanding (MOU) With Career Nexus

The Interim Executive Director, Blanca Mendoza-Navarro presented the proposed Resolution #1292, consideration of approving the authorization of Interim Executive Director to continue the Memorandum of Understanding (MOU) with Career Nexus. Ms. Mendoza-Navarro went into detail about the partnership with Career Nexus and the 5-6 interns they provide last summer. This partnership resulted in one of the interns applying for a permanent position with HACM. Career Nexus employs individuals between the ages of 17-26 in which Career Nexus pays 200 hours for the internships. The outcome of this partnership resulted in the interns gaining experience to add to their resume.

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

Commissioner A. Evans moved to approve Item C-1, proposed Resolution #1285. Commissioner S. Montes seconded the motion. The motion passed unanimously.

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

NAYES: (0)

ABSENT: (0)

C-2: Motion To Approve Proposed Resolution No. 1293 of the Housing Authority of the City of Madera of the HACM By-Laws.

HACM Legal Counsel Emilio J. Huerta presented the latest draft of the By-Laws that the By-Laws Ad-hoc Committee has already worked on.

Mr. Huerta and Interim Executive Director, Blanca Mendoza-Navarro, have collaborated to create a draft for the Board's review. Mr. Huerta asked the Board to take time to review the draft Bylaws and send him and Ms. Mendoza-Navarro any comments they may have so that they can present a clean draft at the next Board Meeting.

Commissioner C. Gallegos had a question regarding wanting clarification whether Item C-2 is proof or a discussion, as the Item on the Agenda says, "Consideration for Approval". Mr. Huerta asked that this matter be tabled until the next Board Meeting to provide Commissioners an opportunity to review the draft Bylaws.

Commissioner S. Garcia agreed that the Board of Commissioners should have some time to look at the By-Laws. The Board will be able to have their questions, comments, or concerns ready by the next Board Meeting.

Mr. Huerta suggested the Board of Commissioners submit their comments to Ms. Navarro Mendoza and Mr. Huerta by May 30th.

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

Commissioner S. Garcia motioned to approve Mr. J. Huerta's suggestion on the By-Laws. Commissioner A. Evans seconded the motion. The motion passed unanimously.

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

NAYES: (0)

ABSENT: (0)

C-3: Motion To Approve Proposed Resolution No. 1294 of the Housing Authority of the City of Madera to Consider Approval to HACM Personnel Rules and Regulations (Handbook)

Interim Executive Director, Blanca Mendoza-Navarro presented the policy changes that have been made in the Personnel Rules and Regulations Handbook. There were a few changes that have been made to the policy regarding compensation and longevity pay. Ms. Mendoza-Navarro

explained that the Agency cannot use Federal money for longevity pay, per Office of Inspector General (OIG) regulation.

The Holidays section policy was also changed to include only Federal Holidays and not State Holidays as HACM is a Federal Agency. As a result of this change, Juneteenth was added as a Holiday, due to the nature of it being a Federal Holiday and Ceaser Chavez day was removed, due to the nature of it being a State Holiday.

Ms. Mendoza-Navarro also presented the change that was made in the Vacation section of the Handbook. The policy before stated that new employees cannot take paid vacation until after working with the Agency for a year. Therefore, the probationary period was changed to 90-days, in which new hires can use their vacation time after their 90-day probationary period. Lastly, the hours in the maximum amount of hours accrued of vacation time has been changed due to financial liability.

Ms. Mendoza-Navarro presented the language was added regarding the Salary Schedule to define what it is, when it gets approved, and by whom it gets approved. In addition, there was language added regarding performance improvement plans if a Performance Evaluation isn't met and when that Performance Evaluation would take place.

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

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

NAYES: (0)

ABSENT: (0)

D. WRITTEN COMMUNICATIONS:

No written communications were received.

E. ADMINISTRATIVE REPORTS:

E-1: Monthly Housing Activity Report:

Interim Executive Director, Blanca Mendoza-Navarro presented an update on the numbers for Housing Choice Voucher (HCV), Public Housing, and Farm Labor Programs' monthly report. Ms. Mendoza-Navarro demonstrated the Housing Services (HCV) department's hard work in

increasing the number of leases and decreasing the HCV waitlist to 269. HCV department will be pulling the remainder of the applicants. Once all applicants are pulled, Staff will look into opening up the HCV waitlist soon.

Ms. Mendoza-Navarro also went over the vacancy and work order numbers for Public Housing (PH) and Farm Labor (FML). FML currently has two (2) vacancies and an average of thirteen (13) work orders. PH conducted 244 inspections in preparation for the upcoming NSPIRE inspection and are entering the work orders therefore, the number will be increasing.

Commissioner J. Rodriguez asked why there is an increase in applications for Public Housing, Staff explained that there were new applicants that were moved from the cloud to Yardi.

F. EXECUTIVE DIRECTOR REPORT:

Interim Executive Director Blanca Mendoza-Navarro provided departmental reports. Ms. Mendoza-Navarro stated that the HUD Audit is almost completed and pending on increasing our SEAMAP scores. We will be collaborating with BDO, our Fee Accountant, to obtain those scores to close out the 2022 Fiscal year by June 30th. BDO is continuing to work with the Finance team to reconcile all the Yardi information from the previous software.

Housing Choice Voucher staff are continuing to issue vouchers and have new contracts. HQS inspections are all caught up. Previously there were about 500 late inspections. The HQS inspections are part of the SEMAP requirements.

HUD TA will be here to review files for the HCV Program and will be doing the quality assurance reviews for these HCV files. HUD TA will also be assisting the Agency with creating RFP for the project-based vouchers. We will be working with developers to build more units and housing more families. ROSS and FSS staff are continuing to enroll families into their program.

Ms. Mendoza-Navarro provided other updates such as how we are close to the completion of Wi-Fi installation for our Migrant Center Housing. She also provided updates regarding Maintenance working with OMS to ensure the money we have is being spent correctly on the units and property.

G. COMMISSIONER REPORTS:

1. Vice-Chairperson A. Evans reported attending the NAHRO Convention Training in Washington D.C. Vice-Chairperson would like to have some refreshers on important details regarding their roles and what they can do for the community.
2. Commissioner C. Gallegos shared that the undergrounding at the Veteran's facility has finally started after several years of waiting. Commissioner C. Gallegos is excited for the power lines to get removed and out of the way for the residents.
3. Commissioner S. Montes said thank you for everything that everyone has been doing and apologized for not attending the last Board Meeting.
4. Commissioner S. Garcia had nothing to report.

5. Commissioner J. Rodriguez to C. Gallegos commented that the underground utilities for the Veteran's facility should give us an eye-opening experience of what Esperanza Village means, not only to residents but to the commissioners as well. On top of that, it is the commissioner's mission to provide adequate housing. Stated that there is an opportunity to do partnerships with other non-profit organizations to collaborate and provide additional housing.
6. Commissioner A. Villegas had nothing to report.
7. Chairperson E. Mejia had nothing to report.

H. CLOSED SESSION: Attorney Emilio J. Huerta

Pursuant to CA Govt. Code 54957, et seq., the Board of Commissioners temporarily adjourned from open session and met in closed session at 6:53 p.m. regarding the following:

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

H-3: Discussion regarding possible acquisition of real property located at 338 W Sherwood Way, Madera, CA 93638 pursuant to CA Govt. Code Section 54956.8

Upon resuming the open session, Attorney Huerta reported that regarding item H-1, there was a decision to approve compensating the Interim Executive Director pursuant to the public pay scale published for the agency's Executive Director position. Also, with that, the Legal Counsel, and the HR Consultant along with our Finance Director, will determine whether the Interim Executive Director would be eligible to be compensated retroactively.

There was a decision to schedule a Special Meeting on Wednesday May 22nd, 2024, at 6:00 p.m. for the purpose of conducting interviews with prospective applicants seeking employment with the Housing Authority for the Executive Director position.

Regarding Item-H-3, the Board of Commissioners authorized the Interim Executive Director to pursue in possible negotiation of a possible acquisition of the real property located at 338 West Sherwood Way in Madera California.

There were no other reportable actions.

I. ADJOURNMENT:

Chairperson E. Mejia announced that the next regularly monthly scheduled meeting of the Board of Commissioners will be held on Wednesday, June 12, 2024, at 6 p.m., in the City of Madera Council Chambers.

The meeting was adjourned at 8:30 p.m.

CERTIFICATE OF THE BOARD OF COMMISSIONERS

The undersigned hereby certifies that the foregoing May 8, 2024, 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 June 12, 2024, where a quorum was present in accordance with the HACM Bylaws.

Executed on this 12th day of June 2024.

By: _____
Giselle Flores, Executive Administrative
Assistant
Housing Authority of the City of Madera

Housing Authority of the City of Madera



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

MINUTES OF THE MAY 22, 2024 SPECIAL BOARD MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

CALL TO ORDER:

The May 22, 2024, Special Board Meeting of the Housing Authority for the City of Madera was called to order by Chairperson Elsa Mejia at 6:01 p.m.

The meeting was held in person at the City of Madera Council Chambers, located at 205 West 4th Street, Madera, CA 93637, pursuant to California AB 361, AB 2449, and CA Govt. Codes §§ 54953 and 54954.2. The meeting was made 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 at 6:02 p.m.)
Commissioner Cece Gallegos	(In Person at the City of Madera Council Chambers)
Commissioner Jose Rodriguez	(In Person at the City of Madera Council Chambers at 6:02 p.m.)
Commissioner Steve Montes	(In Person at the City of Madera Council Chambers)
Commissioner Santos Garcia	(In Person at the City of Madera Council Chambers)
Commissioner Artemio Villegas	(In Person at the City of Madera Council Chambers)

COMMISSIONERS ABSENT:

None.

GUESTS/STAFF PRESENT:

HACM Interim Executive Director Blanca Mendoza-Navarro (In Person)
HACM Executive Administrative Assistant Giselle Flores (In Person)
HACM Legal Counsel Emilio J. Huerta (Via Zoom)

INVOCATION:

None.

PLEDGE OF ALLEGIANCE

Commissioner C. Gallegos led the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

Commissioner S. Montes moved to approve the May 22, 2024, proposed Special Board Meeting Agenda, as posted on May 21, 2024. Commissioner C. Gallegos seconded the motion. The motion passed unanimously.

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

NAYES: (0)

ABSENT: (0)

PUBLIC COMMENT:

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

A. WORKSHOPS:

None.

B. CONSENT CALENDAR:

None.

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

None.

D. WRITTEN COMMUNICATIONS:

No written communications were received.

E. ADMINISTRATIVE REPORTS:

None.

F. EXECUTIVE DIRECTOR REPORT:

None.

G. COMMISSIONER REPORTS:

None.

H. CLOSED SESSION: Attorney Emilio J. Huerta

Pursuant to CA Govt. Code 54957, et seq., the Board of Commissioners temporarily adjourned from open session and met in closed session at 6:04 p.m. regarding the following:

H-1: Employee personnel matters pursuant to CA Govt. Code Section 54957(b)(1).

A. Executive Director Recruitment

Open session of the Special Board Meeting of the Board of Commissioners resumed at 8:41 p.m. Attorney Huerta reported that after interviewing two candidates for the position of Executive Director for the Housing Authority of the City of Madera, the Board of Commissioners decided to make an offer of employment for the permanent position of Executive Director to Ms. Blanca Mendoza-Navarro.

As suggested by Commissioner J. Rodriguez, Chairperson E. Mejia, and Vice-Chairperson A. Evans, along with Mr. Huerta, were asked to negotiate the terms and conditions of Ms. Mendoza-Navarro's employment, which will be memorialized in a written employment agreement.

I. ADJOURNMENT:

Chairperson E. Mejia announced that the next regularly monthly scheduled meeting of the Board of Commissioners will be held on Wednesday, June 12, 2024, at 6 p.m., in the City of Madera Council Chambers.

The meeting was adjourned the meeting at 8:43 p.m.

CERTIFICATE OF THE BOARD OF COMMISSIONERS

The undersigned hereby certifies that the foregoing May 22, 2024, Special 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 June 12, 2024, where a quorum was present in accordance with the HACM Bylaws.

Executed on this 12th day of June 2024.

By: _____
Giselle Flores, Executive Administrative
Assistant Housing Authority of the City of
Madera

Payment Summary

Bank=revfund AND mm/yy=05/2024-05/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
revfund - WF Revolving Fund	58	edd01 - EMPLOYMENT DEVELOPMENT DEPARTMENT	05/08/2024	05/2024	-196.85	
revfund - WF Revolving Fund	59	har02 - H.A.R.R.P.	05/08/2024	05/2024	-1,619.00	
revfund - WF Revolving Fund	62	att03 - AT&T	05/22/2024	05/2024	-16.84	
revfund - WF Revolving Fund	63	pge01 - P. G. & E.	05/22/2024	05/2024	-91.57	
revfund - WF Revolving Fund	64	mis02 - MISSIONSQUARE-303376	05/10/2024	05/2024	3,116.14	
revfund - WF Revolving Fund	65	pub01 - CA PUBLIC EMPLOYEES' RETIREMENT ...	05/10/2024	05/2024	6,827.28	
revfund - WF Revolving Fund	66	pub02 - CA Public Employees' Health	05/15/2024	05/2024	20,024.47	
revfund - WF Revolving Fund	46621	MER03 - MCCLATCHY NEWSPAPERS, INC	05/16/2024	05/2024	-1,341.00	
revfund - WF Revolving Fund	46637	DIA01 - DIAMOND COMMUNICATION,INC	04/11/2024	05/2024	204.00	
revfund - WF Revolving Fund	46674	CWS01 - CORBIN WILLITS SYSTEM INC	04/25/2024	05/2024	755.50	
revfund - WF Revolving Fund	46675	met00 - METROPOLITAN LIFE INSURANCE COMPANY	04/25/2024	05/2024	918.42	
revfund - WF Revolving Fund	46679	ale00 - ALESHIRE & WYNDER, LLP	05/09/2024	05/2024	3,935.00	
revfund - WF Revolving Fund	46680	app00 - APPLEONE EMPLOYMENT SVCS	05/09/2024	05/2024	1,762.92	
revfund - WF Revolving Fund	46681	att06 - AT&T CALNET	05/09/2024	05/2024	527.38	
revfund - WF Revolving Fund	46682	bct00 - BCT CONSULTING, INC.	05/09/2024	05/2024	1,323.73	
revfund - WF Revolving Fund	46683	bdo00 - BDO USA, P.A.	05/09/2024	05/2024	7,091.25	
revfund - WF Revolving Fund	46684	CRE03 - CREATIVE COPY	05/09/2024	05/2024	110.47	
revfund - WF Revolving Fund	46685	FER04 - FERGUSON ENTERPRISES, INC	05/09/2024	05/2024	944.70	
revfund - WF Revolving Fund	46686	gec01 - GE Appliances, A Haier Company	05/09/2024	05/2024	137.74	
revfund - WF Revolving Fund	46687	hartford - THE HARTFORD	05/09/2024	05/2024	638.12	
revfund - WF Revolving Fund	46688	hds00 - HD SUPPLY FACILITIES MAINTENANCE	05/09/2024	05/2024	1,037.95	
revfund - WF Revolving Fund	46689	hom04 - HOME DEPOT CREDIT SERVICE	05/09/2024	05/2024	798.38	
revfund - WF Revolving Fund	46690	ins01 - INSIGHT EMPLOYEE ASSISTANCE PROGRAM	05/09/2024	05/2024	45.00	
revfund - WF Revolving Fund	46691	ist00 - ISterling	05/09/2024	05/2024	426.00	
revfund - WF Revolving Fund	46692	gor01 - DBA JORGENSEN CO.	05/09/2024	05/2024	1,363.02	
revfund - WF Revolving Fund	46693	kjwater00 - KJ Water Services	05/09/2024	05/2024	651.00	
revfund - WF Revolving Fund	46694	mad03 - CITY OF MADERA CITY SERVICES	05/09/2024	05/2024	7,916.67	
revfund - WF Revolving Fund	46695	mad04 - MADERA FLEET SERVICES	05/09/2024	05/2024	1,237.85	
revfund - WF Revolving Fund	46696	mad46 - PUBLIC WORKS FAIRMEAD LANDFILL	05/09/2024	05/2024	23.11	
revfund - WF Revolving Fund	46697	mis01 - MISSION UNIFORM SERVICE 3	05/09/2024	05/2024	143.46	
revfund - WF Revolving Fund	46698	nat01 - NATIONAL CREDIT REPORTING	05/09/2024	05/2024	34.80	
revfund - WF Revolving Fund	46699	nav04 - NAVIA BENEFIT SOLUTIONS,	05/09/2024	05/2024	200.00	
revfund - WF Revolving Fund	46700	pera4 - PERIMETER PEST CONTROL	05/09/2024	05/2024	375.00	
revfund - WF Revolving Fund	46701	pge01 - P. G. & E.	05/09/2024	05/2024	194.04	
revfund - WF Revolving Fund	46702	qua07 - QUADIENT FINANCE USA, INC	05/09/2024	05/2024	1,000.00	
revfund - WF Revolving Fund	46703	rlts001 - Rod's Landscape and Tree Service Inc.	05/09/2024	05/2024	9,815.00	
revfund - WF Revolving Fund	46704	rot01 - ROTH STAFFING COMPANIES, L.P.	05/09/2024	05/2024	10,143.84	
revfund - WF Revolving Fund	46705	smith001 - Smith Marion & Co., Inc	05/09/2024	05/2024	4,500.00	
revfund - WF Revolving Fund	46706	smo01 - SMOG EXPRESS	05/09/2024	05/2024	69.75	
revfund - WF Revolving Fund	46707	spe00 - SPECIALTY LANDSCAPE, INC.	05/09/2024	05/2024	9,990.00	
revfund - WF Revolving Fund	46708	TEC06 - TECH HEROES, INC.	05/09/2024	05/2024	2,763.00	

Payment Summary

Bank=revfund AND mm/yy=05/2024-05/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
revfund - WF Revolving Fund	46709	TMO00 - T-MOBILE USA INC.	05/09/2024	05/2024	854.74	
revfund - WF Revolving Fund	46710	van00 - VAN DE POL ENTERPRISES	05/09/2024	05/2024	574.47	
revfund - WF Revolving Fund	46711	WIL01 - SHERWIN WILLIAMS COMPANY	05/09/2024	05/2024	560.52	
revfund - WF Revolving Fund	46713	ADP00 - ADP, INC.	05/23/2024	05/2024	220.00	
revfund - WF Revolving Fund	46714	att06 - AT&T CALNET	05/23/2024	05/2024	232.61	
revfund - WF Revolving Fund	46715	com0h - COMCAST	05/23/2024	05/2024	701.35	
revfund - WF Revolving Fund	46716	CWS01 - CORBIN WILLITS SYSTEM INC	05/23/2024	05/2024	755.50	
revfund - WF Revolving Fund	46717	edd01 - EMPLOYMENT DEVELOPMENT DEPARTMENT	05/23/2024	05/2024	162.28	
revfund - WF Revolving Fund	46718	FER04 - FERGUSON ENTERPRISES, INC	05/23/2024	05/2024	3,224.76	
revfund - WF Revolving Fund	46719	gec01 - GE Appliances, A Haier Company	05/23/2024	05/2024	60.71	
revfund - WF Revolving Fund	46720	har02 - H.A.R.R.P.	05/23/2024	05/2024	211,871.00	
revfund - WF Revolving Fund	46721	hds00 - HD SUPPLY FACILITIES MAINTENANCE	05/23/2024	05/2024	4,480.85	
revfund - WF Revolving Fund	46722	mad02 - CITY OF MADERA UTILITY BILLING	05/23/2024	05/2024	46,348.24	
revfund - WF Revolving Fund	46723	mis01 - MISSION UNIFORM SERVICE 3	05/23/2024	05/2024	143.46	
revfund - WF Revolving Fund	46724	pera4 - PERIMETER PEST CONTROL	05/23/2024	05/2024	125.00	
revfund - WF Revolving Fund	46725	pge01 - P. G. & E.	05/23/2024	05/2024	921.21	
revfund - WF Revolving Fund	46726	POS01 - U.S. POSTAL SERVICE	05/23/2024	05/2024	320.00	
revfund - WF Revolving Fund	46727	pre06 - PRESTIGE CUSTOM GLASS	05/23/2024	05/2024	641.81	
revfund - WF Revolving Fund	46728	ric05 - RICOH USA, INC.	05/23/2024	05/2024	2,530.78	
revfund - WF Revolving Fund	46729	rot01 - ROTH STAFFING COMPANIES, L.P.	05/23/2024	05/2024	4,347.36	
revfund - WF Revolving Fund	46730	ste02 - STERICYCLE, INC.	05/23/2024	05/2024	192.39	
revfund - WF Revolving Fund	46731	van00 - VAN DE POL ENTERPRISES	05/23/2024	05/2024	304.99	
revfund - WF Revolving Fund	46732	vel0011 - Velarde	05/23/2024	05/2024	1,435.00	
revfund - WF Revolving Fund	46733	VIL00 - VILLA GARDENING SERVICE,	05/23/2024	05/2024	9,030.00	
revfund - WF Revolving Fund	46734	WIL01 - SHERWIN WILLIAMS COMPANY	05/23/2024	05/2024	1,062.88	
					388,881.64	



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: June 12, 2024

AGENDA ITEM: B-4

FROM: Blanca Mendoza-Navarro, Interim
Executive Director

AUTHOR: Blanca Mendoza-Navarro, Interim Executive
Director

DATE: June 6, 2024

SUBJECT: INFORMATIONAL ITEM – Renewal of property, liability, and auto coverage from Housing Authority Risk Retention Pool (HARRP) effective 07/01/2024-07/01/2025.

EXECUTIVE SUMMARY:

The purpose of this memo is to provide information to the Board of Commissioners regarding the Housing Authority Risk Retention Pool (HARRP).

HARRP is an intergovernmental insurance agency created to work with public housing authorities to pool risk and offer innovative claims services and risk management solutions.

Staff received the 2024 renewal package for property, liability, and auto coverage effective July 1, 2024 – July 1, 2025.

RECOMMENDATION:

The item is informational only.

FISCAL IMPACT:

There is no fiscal impact as the item is informational only.





Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: June 12, 2024

AGENDA ITEM: C-1

FROM: Blanca Mendoza-Navarro, Interim
Executive Director

AUTHOR: Blanca Mendoza-Navarro, Interim Executive
Director

DATE: June 6, 2024

SUBJECT: INFORMATIONAL ITEM – Renewal Agreement/Membership for Special Services with Liebert Cassidy Whitmore

EXECUTIVE SUMMARY:

The purpose of this memo is to provide information to the Board of Commissioners regarding the renewal agreement/membership with Liebert Cassidy Whitmore (LCW).

LCW is part of the Central Valley Employment Relations Consortium and provides Special Services that include providing training, monthly newsletters, and telephone consultations.

Staff has reviewed the different membership options available and selected the ERC Membership w/Premium Liebert Liberty subscription which includes unlimited access to LCW workbooks in digital format, over 200 sample forms, model policies, and checklists to use as templates.

The membership is effective July 1, 2024 – July 1, 2025.

RECOMMENDATION:

The item is informational only.

FISCAL IMPACT:

There is no fiscal impact as training is budgeted.





6033 WEST CENTURY BOULEVARD, 5TH FLOOR
LOS ANGELES, CALIFORNIA 90045
T: 310.981.2000 F: 310.337.0837

June 5, 2024

Blanca Mendoza-Navarro
Interim Executive Director
Housing Authority of the City of Madera
205 North G Street
Madera, CA 93637

Re: *Central Valley Employment Relations Consortium*

Dear Ms. Mendoza-Navarro:

We look forward to another successful year with the Central Valley Employment Relations Consortium. The consortium committee has selected a wide variety of topics for your managers and supervisors. We are pleased to provide the consortium with Five (5) full days of training, our monthly newsletter and telephone consultation.

Enclosed is an Agreement for Special Services for your signature. Once you sign, a counter-signed contract will be sent to you.

You'll note that the last page gives you the option of subscribing (or renewing) your Liebert Library membership. Library subscription is optional and is included here for your convenience. Once you make a selection, an invoice will be automatically generated for you to download and submit with your payment.

Planning meeting notes were emailed separately, and we will send the 2024-2025 workshop schedule out within the next two months.

Some members have requested information regarding our customized training. We provide training outside of the consortium on a variety of topics, all of which can be customized to include your policies and procedures. The rates vary depending on the presenter. We are willing to provide this customized training for an individual agency or a group of agencies so that the rate can be pro-rated.

If you have any questions about this program or our services, do not hesitate to contact me at (310) 981-2055 or cweldon@lcwlegal.com.

Very truly yours,

LIEBERT CASSIDY WHITMORE

A handwritten signature in black ink that reads "Cynthia S. Weldon".

Cynthia S. Weldon
Director of Marketing and Training

Enclosures

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the Housing Authority of the City of Madera, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the period beginning July 1, 2024 through June 30, 2025, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to Agency for a fee of One Thousand Seven Hundred Dollars (\$1,700.00) payable in one payment prior August 1, 2024. The fee, if paid after August 1, 2024 will be \$1,800.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred Seventy to Four Hundred Fifty Dollars (\$270.00 - \$450.00) per hour for attorney staff, Two Hundred Ninety Dollars (\$290.00) per hour for Labor Relations/HR Consultant and from One Hundred Fifty to One Hundred Eighty-Five Dollars (\$150.00 - \$185.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

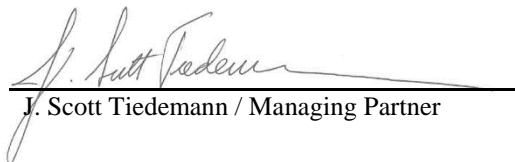
Term:

The term of this Agreement is July 1, 2024 through June 30, 2025. The term may be extended for additional periods of time by the written consent of the parties.

LIEBERT CASSIDY WHITMORE
A Professional Corporation

**HOUSING AUTHORITY OF THE CITY OF
MADERA**
Interim Executive Director

By: _____


J. Scott Tiedemann / Managing Partner

By: _____

Name: Blanca Mendoza-Navarro

Date: _____

Title: _____

Date: _____

SELECTION OF SERVICES

Blanca Mendoza-Navarro
Interim Executive Director
Housing Authority of the City of Madera
205 North G Street
Madera, CA 93637

(MA160-10000)

Central Valley Employment Relations Consortium

Membership: July 1, 2024 through June 30, 2025

Please choose one of the following options and an invoice will automatically be generated for you to download:

ERC Membership	\$1,700.00	<input type="checkbox"/>
ERC Membership w/ Basic Liebert Library Subscription (optional) Basic Subscription provides access to LCW workbooks in digital format. You can search all workbooks, but cannot print or download the books.	\$2,105.00	<input type="checkbox"/>
ERC Membership w/ Premium Liebert Library Subscription (optional) Premium Subscription provides unlimited access to LCW workbooks in digital format, as well as over 200 sample forms, model policies and checklists that can be downloaded and used as templates.	\$2,600.00	<input type="checkbox"/>

For more information about the Liebert Library, please visit www.liebertlibrary.com, or email library@lcwlegal.com.

If ERC Membership paid after August 1, 2024, amount due is \$1,800.00.

Please add an additional \$100.00 to your payment over the amount specified above as a late fee if payment is sent after August 1, 2024.



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: June 12, 2024

AGENDA ITEM: C-2

FROM: Blanca Mendoza-Navarro, Interim
Executive Director

AUTHOR: Blanca Mendoza-Navarro, Interim Executive
Director

DATE: June 6, 2024

SUBJECT: INFORMATIONAL ITEM – Amended Agreement with Office of Migrant Services (OMS)
Contract for Pomona Ranch.

EXECUTIVE SUMMARY:

The purpose of this memo is to provide information to the Board of Commissioners regarding the amended agreement with the Office of Migrant Services (OMS) contract for Pomona Ranch.

The Housing Authority of the City of Madera entered into an agreement with the Office of Migrant Services on February 25, 2022, which allotted funding to Pomona Ranch Migrant Center to perform rehabilitating the housing center. Staff has identified improvement projects for Pomona and OMS has approved these projects.

The work was to be completed by May 15, 2025; however, OMS has extended the completion to March 31, 2025. OMS and HACM have agreed to the amendment to the contract.

RECOMMENDATION:

The item is informational only.

FISCAL IMPACT:

There is no fiscal impact as this amount has been previously approved, only the completion date has changed.



STD 213A (Rev 04/2020)	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 PAGES	21-OMSR-16888	2	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
Housing Authority of the City of Madera

2. The term of this Agreement is:

START DATE
02/25/2022

THROUGH END DATE
03/31/2025

3. The maximum amount of this Agreement after this Amendment is:
\$803,563.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit A - Authority, Purpose and Scope of Work is hereby deleted in its entirety and replaced with a new Exhibit A, revised May 2, 2024.

Standard Agreement is extended to March 31, 2025.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Housing Authority of the City of Madera

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
205 North G Street	Madera	CA	93637

PRINTED NAME OF PERSON SIGNING Blanca Mendoza-Navarro	TITLE Interim Executive Director
---	--

CONTRACTOR AUTHORIZED SIGNATURE <div><div>DocuSigned by:</div><div><i>Blanca Mendoza-Navarro</i></div><div>F6CFEEB82B2C44F...</div></div>	DATE SIGNED 5/22/2024
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE Contract Services Section Manager
--------------------------------	---

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL	EXEMPTION (If Applicable) Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 06/12/1981)
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EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority and Purpose**

Pursuant to Division 31, Part 2, Chapter 8.5 of the Health and Safety Code, Sections 50710- 50717 ("OMS Statutes"), the Department of Housing and Community Development ("Department" or "State") is responsible for the administration of a program in order to provide housing and housing related services for migratory workers and their families in California and may contract with housing authorities and other appropriate local, public and private non-profit agencies ("Contractor") for the purpose of securing or obtaining such housing and other related services.

In combination with the OMS Statutes and the Office of Migrant Services Regulations (hereinforth jointly referenced to as "OMS Authority"), compatible funds have been allocated for projects through Health and Safety Code. Notwithstanding Section 16304.1 of the Government Code, funds appropriated in this item have been allocated for deferred maintenance projects to address health and safety issues at the migrant centers operated by the OMS Program.

2. Scope of Work

- A. Pursuant to the annual operating and maintenance agreement between the Department and the Contractor, the Contractor is responsible for the operation and maintenance of migratory agricultural housing center(s), hereinafter referred to as Housing Center(s), established and located within Madera County under the authority of Chapter 8.5 (commencing with Section 50710) of Part 2, Division 31, of the Health and Safety Code.
- B. Whereas, the Department has allocated funding to the Pomona Ranch Migrant Center in Madera County the Contractor shall perform these activities for the purpose of rehabilitating the Housing Center(s), which serve as temporary rental housing for migratory agricultural families. The Scope of Work is identified herein. The Contractor shall perform the Scope of Work to the extent permitted in Exhibit B, Budget Detail and Payment Provisions, which is hereby incorporated by reference and made a part of this Agreement, as well as all requirements of State law.
- C. Contractor shall rehabilitate or replace the Pomona Ranch Migrant Center's ADA accessibility systems, broadband, exterior paint, roofing system, water heaters, air conditioning systems, water system fire pump, signage, irrigation system, landscaping, parking lot lighting, countertops, cabinets, vanities, and flooring. Work to be performed includes, but is not limited to the following:

Accessibility: Contractor to rehabilitate three ADA units with ADA accessible

EXHIBIT A

bathroom showers according to the ADA standards and regulations and haul away any debris due to the rehabilitation projects.

Broadband: Contractor to install an internet hub system to provide internet access for all residents at the migrant center.

Building Exterior: Contractor to remove and replace any dry rot, waterproof, and paint all exterior siding throughout migrant center and haul away any debris due to rehabilitation work performed. Contractor to remove and replace all gutters, roofing material, and dry rot throughout all buildings at the migrant center and haul away any debris due to rehabilitation work performed.

Building Systems: Contractor to remove and replace all water heaters throughout the migrant center units, including the water heater in the laundry room and haul away any debris due to rehabilitation work performed. Contractor to remove and replace needed A/C systems, including ducting system at the migrant center office, staff units, and daycare center and haul away any debris due to rehabilitation work performed. Contractor to remove and replace the water system fire pump, and all electrical components needed for proper operation at the migrant center and haul away any debris due to rehabilitation project performed.

Community Areas: Contractor to remove and replace all weatherworn signs at the migrant center including the entrance sign and haul away any debris due to rehabilitation work performed. Contractor to remove and replace all clothes lines and components, needed trough out the migrant center and haul away any debris due to the rehab project

Grounds: Contractor shall install a smart controller to the irrigation system. Contractor shall remove and replace all dead trees and bushes with California native trees and plants as needed for the migrant center and haul away debris due to the rehabilitation project performed. Contractor to remove needed parking lot lighting and replace with led lighting at the Migrant Center and haul away any debris due to rehabilitation work performed.

Unit Interiors: Contractor to remove and replace all kitchen cabinets, repair counter tops as needed, and remove and replace all bathroom vanities throughout all units at the Migrant Center and haul away any debris due to rehabilitation work performed. Contractor to remove and replace needed resilient sheet/tile throughout all units at the Migrant Center and haul away any debris due to rehabilitation work performed.

EXHIBIT A

3. **Term of Agreement and Deadlines**

- A. The term of this Agreement is the date of approval by the Department through March 31, 2025. The State shall not be liable for any costs incurred by the Contractor between the made and approved date of the approval by the Department if the Department does not approve this Agreement. The Contractor shall complete the activities as set forth in the attached Exhibit B.
- B. The total amount of this Agreement shall **not exceed \$803,563**. The Department shall reimburse the Contractor monthly in arrears for the Contractor's actual and necessary expenses in accordance with the attached Budget Detail and Payment Provisions, Exhibit B of this Agreement, and which was incurred in a manner consistent with all applicable laws and ordinances. In accordance with the foregoing, the Department and the Contractor agree to undertake the activities provided for in the Agreement.

4. **State Contract Coordinator**

Julio Lamas, Program Manager
Office of Migrant Services
Department of Housing and Community Development
Post Office Box 952054
Sacramento, CA 94252-1054
julio.lamas@hcd.ca.gov
Phone - (916) 263-6548

5. **Contractor Contract Coordinator**

Blanca Mendoza Navarro, Executive Director
Housing Authority of the City of Madera
205 North G Street
Madera, CA 93637
blanca@maderaha.org
559-674-5695 x 224



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: June 12, 2024

AGENDA ITEM: C-2

FROM: Blanca Mendoza-Navarro, Interim
Executive Director

AUTHOR: Blanca Mendoza-Navarro, Interim Executive
Director

DATE: June 6, 2024

SUBJECT: DISCUSSION ITEM: OF THE HOUSING AUTHORITY OF THE CITY OF MADERA
CONSIDERATION OF APPROVAL OF THE HACM BY LAWS Tabled FROM MAY 8th MEETING.

EXECUTIVE SUMMARY:

The purpose of this memo is to discuss the updates for the By Laws of the Housing Authority of the City of Madera with the Board of Commissioners and determine the next steps.

Staff along with the Ad Hoc By Laws Committee and Legal Counsel have been working on updating the By Laws for HACM. The Committee reviewed the original By Laws and incorporated the previous language with the updated needed language.

At the May 8, 2024 Board Meeting, the Board of Commissioners, this item was tabled to give the rest of the Board time to review the proposed changes and provide comments to Staff by May 31, 2024. Staff did not receive comments on the proposed changes and is asking the Board to provide direction.

RECOMMENDATION:

Staff recommends the Board of Commissioners to provide additional direction and next steps.

FISCAL IMPACT: There is no Fiscal Impact



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

AS AMENDED ON _____, ~~2023~~2024
BY RESOLUTION NO. ____

ARTICLE I - RECITALS

WHEREAS, pursuant to California Health and Safety Code Section 34240, et seq., in December 1968, the City of Madera, a governmental entity politic, established the Housing Authority of the City Madera the ("**Housing Authority**");

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

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

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

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

ARTICLE II - THE HOUSING AUTHORITY

Section 1. Name of the Housing Authority

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

Section 2. Seal of Housing Authority

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

Section 3. Office of Housing Authority

The offices of the Housing Authority shall be at such a location in the City of Madera designated by the Board of Commissioners. Such offices shall be located in the City of Madera. See, State of California, as the Housing Authority may from time to time designate by resolution. The Housing Authority may hold its meetings at such places as may from time to time designate by resolution.

Commented [BM1]: Part of original bylaws (ARTICLE I) added the word Housing

Commented [BMN2]: Staff directed to look at logo/seal

Commented [BMN3R2]: We will remove the log part and work on separately, We should not add this to the By-Laws as this part can change without the need to adopt new By-Laws.

Commented [BM4]: Adopted By-Laws - Section 3. Office of Authority. The office of the Authority shall be at 205 N G Street, Madera, California, or at such place in the City of Madera, California, as the Authority may from time to time designate by resolution. (Resolution #432 - adopted 12/017/1992, previous address was 800 East Yosemite Ave)

Section 4. Responsibility of the Housing Authority

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

Commented [BM5]: New section, not previously in the original

ARTICLE III - GENERAL PROVISIONS

Section 1. Bylaws

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

Section 2. Number of Commissioners

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

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

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

Section 4. Non-Council Members

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

Commented [BM6]: Public Housing Resident and/or HCV participant? Per the Housing Authority H & S Code 34240, states resident and 1 must be 62 years or older if we have participants/residents (summary of code)

Section 5. Term of Office

Upon election and/or appointment, Commissioners shall serve a four (4) year term.

Section 6. Eligibility for Continued Membership

All Commissioners and appointees must be residents of the City of Madera. ~~Except for persons appointed by the Board of Commissioners, members of the Board of Commissioners who are elected members of the Madera City Council, Board of Commissioners~~ shall be eligible to serve on the Board of Commissioners so long as they retain their elected or appointed status. Should the offices of the Chair or Vice Chair become vacant, the Housing Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Housing Authority shall appoint a successor as provided in Section 13.

Commented [BMN7]: Original Language from adopted By Laws, Section 7. reference updated to reflect this language in this document.

Section 7. Vacancies

A vacancy will occur upon the resignation or death of a Commissioner, a Commissioner no longer resides in the City of Madera, upon a Commissioner's removal for neglect or misconduct, and or upon the removal of office by the Board of Commissioners as provided in these By laws.

Section 8. Per Diem/Reimbursement

Commissioners are not entitled to receive any per diem for attendance at a regular or special meetings unless such meetings are out of town and attended to specifically for behalf of the

Housing Authority; whereupon a Commissioner attending such meeting shall be eligible to be reimbursed reasonable costs of travel, lodging, and meals. There will be no reimbursement for community meetings, committee meetings, or other similar ~~Ad Hoc~~ sessions. For the purposes of Per Diem/Reimbursement for travel to Housing Authority trainings or conferences, the Board of Commissioners shall follow the Housing Authority's Travel Policy.

Section 9. Meeting Attendance

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

Section 10. Removal for Unexcused Absences

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

Section 11. Contract for Personnel Services

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

Section 12. ~~Refrain From Interference~~ Inquiries and Recommendations

~~Except for the purposes of inquiry, members of the Board of Commissioners shall refrain from interfering with the execution of any Housing Authority manager's or personnel's powers and duties. The Board of Commissioners and its members shall only interact with the Executive Director with regard to the execution of administrative and operational functions. An attempt by a Commissioners to influence the Executive Director with respect to the making of any appointment, purchase of any services, materials, or supplies shall subject such Commissioner to an investigation which may ultimately lead to their removal for malfeasance. The Board of Commissioners may make inquiries and make recommendations to the Executive Director but will refrain from engaging in the day-to-day operations of the Housing Authority.~~

Section 13. Appointment

ARTICLE IV - OFFICERS

Section 1. Officers

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

Section 2. Election Chair and Vice Chair

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

Section 3. Term of Office

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

Commented [BMN8]: Resolution #615, adopted 12/13/2000. Method used when electing Chairperson and Vice-Chair

Commented [BMN9R8]: Chairman and Vice Chairman shall be elected at HACM annual meeting from among the Commissioners of the Authority and shall hold office for one year or until their successors are elected and qualified; except that the first Chairman shall hold office until the expiration of his term as Commissioner.

a) at its regular meeting in the month of December, the Board of Commissioners shall meet and choose one of its members as Chairperson, and one of its members as Vice-Chairperson. The Commissioner selected as Chairperson, however, shall have served at least one year as a member of the Board of Commissioners and shall be chosen from such members of the Board of Commissioners who have not previously served as Chairperson unless all members have served.

(b) All Board of Commissioners Members have served a term as Chairperson, the person to be selected as Chairperson shall be the person who has not served as Chairperson for the longest period of time.

(c) Selection of Chairperson is to be made from Commissioners who have not yet served as Chairperson, the person who is otherwise qualified and has served on the Board of Commissioners the longest without being Chairperson shall be selected as Chairperson. In the case where two or more persons qualified to be selected as Chairperson have served the same amount of time as a Commissioner without being Chairperson, the names of those person shall be placed in nomination and elected by popular vote of the Board of Commissioners.

(d) If the person who is to be selected pursuant to these Bylaws as Chairperson declines the position, then the person who would next be selected as Chairperson under these Bylaws, shall be selected.

(e) At the time of selection of Chairperson, the Commissioner who would qualify to be selected as Chairperson in the next following year by the criteria above shall be named Vice-Chairperson for the current year.

Commented [BM10]: Article II in original By Laws

Commented [BM11]: Commissioners and vacancies, Cal Health & Safety code Section 34272 section (d), ...the Mayor shall appoint five persons as commissioners of the authority in a city and county. The Mayor shall appoint two additional commissioners who are tenant of the authority. One such tenant commissioner shall be over 62 years of age...

Commented [BM12]: Pervious Bylaws identified who would be elected next, is this something we ae doing away with?

Section 4. Duties of the Chair

The Chair shall preside over all meetings of the Board of Commissioners. Except as otherwise authorized by these Bylaws or upon adoption of a resolution, the Chair shall sign all checks, ~~the Executive Director's timesheets~~, all contracts, deeds and other instruments approved by the Board of Commissioners and such other documents required by the United States Department of Housing and Urban Development ("HUD") or required by law. The Chair shall also approve the Executive Director's timesheets.

Section 5. Duties of the Vice Chair

The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair; and in case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Board of Commissioners elects a new Chair. Designated ¹Commission (s) as alternates to execute orders and checks when the same cannot be executed by Chair.

Section 6. Past Chair

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

Commented [BMN13]: Adopted Bylaws (Reso #12 adopted 05/18/1970) had Designated Commissioners as alternates to execute orders and checks when the same cannot be executed by the Chairman. Added Past Chair to capture the above.

Section 6-Section 7. Removal of Chair and Vice Chair

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

Section 7-Section 8. Filing of Vacancy of Chair and Vice Chair

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

Section 8-Section 9. Secretary of the Board of Commissioners

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

Section 9-Section 10. Additional Duties

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

ARTICLE V - EXECUTIVE DIRECTOR

Section 1. Employment of the Executive Director

¹ Resolution #12 Adopted 05/18/1970 – added Designated Commissioners as alternates to execute orders and checks when the same cannot be executed by chairman.

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

Section 2. Duties of the Executive Director

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

- A. The Executive Director shall serve in the capacity as the Chief Executive Officer and manage all business affairs of the Housing Authority.
- B. Serve as the Secretary of the Board of Commissioners.
- C. Serve as the Chair and Executive Director of all Housing Authority non-profit corporate subsidiaries.
- D. The Executive Director shall have the power and it shall be his/her duty to:
 - 1. Provide for the care and custody of all funds and deposit the same in the name of the Housing Authority in such bank(s) as the Board of Commissioners may select.
 - 2. Sign all orders and checks for the payment of money and pay out and disburse funds under the direction of the Board of Commissioners.
 - 3. Keep or cause to be kept regular books of accounts showing receipts and expenditures and render to the Board of Commissioners, at each regular meeting, an account of transactions and financial condition of the [Housing](#) Authority.
 - 4. Keep a written record of all business transacted by the Housing Authority.
 - 5. Plan, organize, coordinate, all meetings of the Board of Commissioners.
 - 6. Coordinate the scheduling of Special Meetings of the Board of Commissioners. Upon scheduling a Special Meeting, the Executive Director shall poll Commissioners so as to determine their availability in an effort to ensure participation of all Commissioners at such Special Meeting.
 - 7. Meet with the Chair of the Board of Commissioners prior to all meetings so as to review the proposed Agenda for any meeting.
 - 8. Maintain the official records of the Board of Commissioners.
 - 9. Keep the records and the seal of the Housing Authority.
 - 10. Prepare the Housing Authority's budget.
 - 11. Supply the Board of Commissioners with information and recommendations necessary to carry out the purposes of the Housing Authority and to properly administer its affairs.

12. Carry out all policies established by the Board of Commissioners and advise the Board of Commissioners on formation of those policies.
13. Review, and administer all Housing Authority programs and activities, including setting rents and security deposits, maintenance charges, and approving utility allowances in accordance with applicable federal and state laws.
14. Sign all binding contracts, deeds, and other instruments made by the Housing Authority as authorized by the Board of Commissioners, except said documents required to be signed by the Chair by virtue of law or HUD regulations.
15. The Executive Director may satisfy the Housing Authority's management and personnel needs through direct hiring, contracts with other public agencies, or contracts with individuals whom he/she deems necessary to fulfill the needs of the Housing Authority.
16. Adhere to the Housing Authority's procurement policies and procedures when contracting for services for the benefit of the Housing Authority.
17. Assign and supervise employees in the performance of their duties.
18. Approve all timecards for all Housing Authority employees.
19. Authorize all Housing Authority employee payroll.
20. Appoint, discipline, and remove all employees of the Housing Authority.
21. Undertake, as often as necessary, performance evaluations of all Housing Authority Department Managers.
22. Direct, review, and approve the performance evaluations of all Housing Authority employees.
23. Establish policies and procedures for the safe-guard and maintenance of "Petty Cash" and provide an accounting of all Petty Cash expenditures.
24. Timely notify the Board of Commissioners of any act or event which may subject the Housing Authority to legal liability and potential damages.
25. Perform such other duties as the Board of Commissioners may prescribe to the Executive Director from time to time.

ARTICLE VI - MEETINGS

Section 1. Place of Regular Meetings

The [Housing](#) Authority shall hold all meetings at 205 West 4th Street, Madera, CA 93637.

Section 2. Date and Time of Regular Meetings

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

Section 3. Annual Meeting²

The Annual Meeting of the Housing Authority shall be held on the second Wednesday of January at 6:00 PM at the regular meeting place of the Housing Authority.

Commented [BMN14]: The original by laws identified the Annual Meeting as the second Monday of January at 6 o'clock PM at the regular meeting place of the Authority. Reso #769 approved 01/10/2017. Updating to state the 2nd Wednesday in January.

Section 3-Section 4. Special Meetings

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

Section 4-Section 5. Conformance with Ralph M. Brown Act

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

Section 5-Section 6. Closed Sessions

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

Section 6-Section 7. Order of Business - Meeting Agendas

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

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. APPROVAL OF AGENDA

² Resolution #769 – approved 01/10/20217, Annual Meeting is the second Wednesday of January at 6:00 PM, regular meeting is the second Wednesday of the month at 6:00 PM.

- F. PUBLIC COMMENT: (Non-Agenda, Public Comments). All meeting agendas posted for public consideration shall include the following statement: "The first 15 minutes of the meeting are reserved for members of the public to address the Housing Authority's Board of Commissioners on items which are within the subject matter jurisdiction of the Board of Commissioners. Speakers shall be limited to 3 minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the agenda, the Chair has the option of asking the speaker to hold the comment until such an item is called. Comments on items listed as a public hearing on the agenda should be held until the hearing is open. The Board of Commissioners is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusion should be drawn if the Board of Commissioners does not respond to the public comment at this time.
- G. WRITTEN COMMUNICATIONS (Correspondence or communications received from the public or third parties).
- H. PRESENTATIONS
- I. INTRODUCTIONS
- J. WORKSHOPS
- K. CONSENT CALENDAR: Items considered routine, and which will be enacted, approved, or adopted by a single motion, unless a Commissioner or a member of the public requests removal of an item from the Consent Calendar for separate discussion and or explanation.
- L. RESOLUTIONS, AGREEMENTS, BIDS, HEARINGS, AND/OR PETITIONS
- M. ADMINISTRATIVE REPORTS
- N. EXECUTIVE DIRECTOR'S REPORT

O. COMMISSIONERS' REPORTS/FUTURE AGENDA ITEMS

O.P. CLOSED SESSION

P.Q. ADJOURNMENT

Section 7-Section 8. Public Discussion

- A. Public discussion should not be used to elicit a debate between the Board of Commissioners and the public.
- B. Speakers should not be interrupted unless they are out of order.

- C. No one shall be allowed to speak for more than three (3) minutes unless granted additional time by the Chair.
- D. When a motion is pending, no person other than a Commissioner shall address the Board after first requesting permission from the Chair.
- E. Public discussion shall precede deliberation on a motion.
- F. Absent Board approval, no public discussion shall be permitted after a motion to terminate further deliberation has been adopted.

Section 8-Section 9. Board Deliberation and Action

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

amendments to or deliberation of the subject under consideration and is not debatable.

- H. **Statement of Position.** When a motion to call for question or table is adopted, Commissioners shall be allowed to briefly state their position on the matter before calling for a vote on such motion.
- I. **Privilege of Closing Deliberation.** The Commissioner moving for the adoption of a motion or resolution, shall have the privilege of closing deliberations or making the final statement.
- J. **Division of Question.** If the motion contains two (2) or more divisible propositions, the Chair, upon the request of any Commissioner, may separate the proposed matters for separate deliberation on each matter.
- K. **Second Required.** All motions, except for nominations and a point of order, shall require a second.
- L. **Majority Vote.** The actions of the Board of Commissioners shall be taken by a vote of the majority of the Commissioners.
- M. **Manner of Voting.** Each Commissioner present at a meeting of the Board of Commissioners shall vote on all matters put to a vote, unless a member is excused from voting by a motion adopted by a majority of the members present, or unless legal counsel has recommended that a Commissioner recuse him/herself due to the Commissioner's actual or potential conflict of interest regarding the item. The voting of such matters may be by roll call, and the ayes and noes shall be entered into the minutes of such meetings. Any Commissioner can request a roll call vote. Unless otherwise provided herein, an affirmative vote of a majority of the Commissioners empowered to vote shall be required for the passage of all matters put to a vote. A roll call shall not be interrupted, but a member may, prior to the calling of the roll, explain his or her vote or file with the Commission Clerk in writing an explanation thereof after the result of the roll call has been announced and recorded.
- N. **Other Matters.** All other matters not covered by these Bylaws or Roberts Rules of Order shall be decided by a majority vote of the Board of Commissioners.

ARTICLE VII - ACTIONS

Section 1. Quorum

- A. **Majority of the Board of Commissioner.** A quorum of the Commissioners is necessary to take action. A quorum is defined as a majority (four (4) members) of the Board of Commissioners. The eChair will declare the absence of a quorum if he/she notices a quorum is no longer present before taking any vote or stating the question of any new motion.

Commented [BM15]: In the absence of the Chair, Vice Chair?

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

~~F. Any meeting lacking a quorum will be deemed a workshop.~~

Commented [BM16]: This should be a cancelled meeting per Brown Act?

Section 2. Majority Vote

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

Section 3. Form of Action

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

Section 4. Rules of Order

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

ARTICLE VIII - MISCELLANEOUS

Section 1. Amendment

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

Section 2. Conflict of Interest

The Commissioners, employees, and contracted personnel of the Housing Authority shall comply with the provisions of Health and Safety Code Section 34281 and Government Code Sections 1090

Commented [BM17]: Question for Emilio

et seq. and Sections 87100 et seq. as amended in the area of matters involving possible conflict of interest.

Section 3. Public Disclosures

Each Commissioner shall notify the Board Chair and Secretary whenever:

- a. A Commissioner is contacted by a party having business pending before the Board of Commissioners if the communication concerns a business matter.
- b. A Commissioner makes a comment to the media. Unless otherwise authorized by the Board of Commissioners, in the event that a Commissioner make a public comment or speaks to the media, such Commissioner shall specify that he/she is speaking in his/her individual capacity and providing his/her own individual perspective regarding a matter before or within the Housing Authority's jurisdiction. Such Commissioner shall preface such communication with the statement that the comments are made as their own individual expression of opinion, and do not necessarily reflect the position of the Board of Commissioners or the Housing Authority of the City of Madera.

Section 4. Repeal

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

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the **acting** Secretary of the Housing Authority of the City of Madera, a public body, corporate and politic (the “**Authority**”); and

(2) That the foregoing Bylaws, comprising ~~ten (10)~~ XXX (XX) pages, constitute the Bylaws of the Housing Authority as adopted by the Board of Commissioners of such Housing Authority on _____, ~~2023~~ 2024.

IN WITNESS THEREOF, I have hereunto subscribed my name, this ____ day of _____, ~~2023~~ 2024.

By: _____
~~Renee A. Wright~~ Executive Director,
Secretary

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Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: June 12, 2024

AGENDA ITEM: C-4

FROM: Emilio Huerta, General Legal
Counsel

AUTHOR: Emilio Huerta, General Legal Counsel

DATE: June 7, 2024

SUBJECT: RESOLUTION #1295 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO CONSIDER APPROVING Employment Agreement for the position of Executive Director of the Housing Authority of the City of Madera.

EXECUTIVE SUMMARY:

The purpose of this memo is to request the Board of Commissioners consider approval of the Employment Agreement for the position of Executive Director between the Housing Authority of the City of Madera (HACM) and Blanca Mendoza-Navarro.

The Board of Commissioners of the HACM began the recruitment process for the new Executive Director in February 2024 and interviewed qualified applicants for the Executive Director position. The new Executive Director of the Housing Authority of the City of Madera has been selected from these interviews and offered the position to Blanca Mendoza-Navarro.

RECOMMENDATION:

Staff recommends the Board of Commissioners to consider the attached Resolution approving the Employment Agreement with Blanca Mendoza-Navarro as the Executive Director of the Housing Authority of the City of Madera.

FISCAL IMPACT:

If approved, there is no additional fiscal impact. as the Executive Director position and salary have been previously approved in the FY2023-2024 Budget.



RESOLUTION NO. 1295

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA APPROVING THE EMPLOYMENT CONTRACT OF EXECUTIVE DIRECTOR MS. BLANCA MENDOZA-NAVARRO

RECITALS

A. **WHEREAS**, following the Housing Authority of the City of Madera (the “Housing Authority”), national search for talents that the Board of Commissioners could interview as potential candidates for the Housing Authority’s Executive Director; and

B. **WHEREAS**, at the completion of an exhaustive search, interviews, and background check, and interview of Ms. Blanca Mendoza-Navarro on May 22, 2024, the Housing Authority’s Board of Commissioners deliberated in Closed Session and agreed to extend an offer of employment to Ms. Mendoza-Navarro for the position of the Housing Authority’s Executive Director.

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 Employment Contract for Ms. Blanca Mendoza-Navarro: The Housing Authority’s Board of Commissioners has considered and herein approves the employment contract of Ms. Blanca Mendoza-Navarro as the Housing Authority’s Executive Director.

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 12th day of June 2024, by the following vote:

EXECUTIVE DIRECTOR – AT WILL EMPLOYMENT AGREEMENT

Effective Date June __, 2024

This agreement of employment (“**Agreement**”) is made and entered into between BLANCA MENDOZA-NAVARRO, an individual residing at [REDACTED] (hereinafter “**Executive**”), and the **HOUSING AUTHORITY OF THE CITY OF MADERA**, a public body corporate and politic established pursuant to Articles 1 through 5 of Chapter 1 of Part 2 of Division 24 of Sections 34200 et. seq., of the Health and Safety Code of the State of California, located at 205 N. “G” Street, Madera, CA 93637 (hereinafter “**Authority**”), effective as of the date written above (hereinafter “**Effective Date**”), with respect to the following:

RECITALS

A. WHEREAS, Executive has served as the Authority’s Interim Executive Director since August of 2023;

B. WHEREAS, the Authority is in need of an individual who possesses the necessary qualifications and experience to serve as the Authority’s Executive Director;

C. WHEREAS, the Authority undertook a public search a sought applications from qualified individuals interested in serving as the Authority’s Executive Director;

D. WHEREAS, after interviewing qualified candidates, the Authority’s Board of Commissioners voted to extend an offer of full-time employment to Executive, to serve as the Authority’s Executive Director; and

E. WHEREAS, Executive is willing to serve as the Authority’s Executive Director on an “at will” basis.

NOW THEREFORE, in consideration of the following mutual covenants and conditions contained herein, Executive and Authority agree as follows:

A G R E E M E N T

1. Scope of Employment/Job Description

Authority herein agrees to employ Executive as its Executive Director. Under the direction of the Authority’s Board of Commissioners, Executive agrees to fulfill those duties traditionally carried out by an executive director or chief executive officer for a rural/community-based housing authority providing housing to low- and moderate-income tenants.

a. The Executive Director responsibilities include administering public and affordable housing programs through a Annual Contribution Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD), assisting local efforts to

provide affordable housing opportunities to low-income families, and those duties which are customarily associated with that of an executive director of a comparable sized housing agency;

b. Administering the Public Housing and Housing Choice Voucher (Section 8) Housing Assistance Payment Programs;

c. Responsible for planning, organizing, and directing a wide range of programs designed to assist low- to moderate-income families; review and evaluate program operations for compliance and efficiency; oversee the Authorities Low Income Housing Tax Credit (LIHTC) property management agreements and compliance; oversee the Authority's contracts with all state and federal housing agencies;

d. Identify and acquire grant funding and the commitment of community resources for the maintenance and expansion of services to those in need; oversee extensive housing support programs consisting of rental assistance payments for eligible families, home purchase programs, and a variety of low interest rehabilitation loans and grants; manage a real estate loan portfolio for the purpose of providing financial support for community development services;

e. Administer local, county, state, and federally funded emergency shelter programs through various non-profit organizations;

f. Administers contracts relating to project-based vouchers and emergency housing vouchers; coordinate economic development and redevelopment activities with outside agencies and Authority subsidiary non-profit organizations; supervise, recruit, train, and develop staff to carry out the mission and functions of the Authority;

g. Develop annual and long-term departmental objectives, prepare budgets and develop and monitor expenditure controls; and such other tasks that the Authority may request from time-to-time;

h. Oversee and manage all business and corporate affairs of the Authority's subsidiary corporate and non-profit organizations; and

i. Each of the tasks set forth above shall be performed in a timely and reasonable manner consistent with that level of skill, expertise, and care ordinarily exercised by a qualified professional under similar circumstances.

2. Exclusive Employment

Throughout the term of this Agreement, Executive agrees to work exclusively for Authority and agrees to not be employed or retained by any third party on any basis whatsoever without first advising Authority, and then only upon receipt of the written approval by the Authority's Board of Commissioners.

a. Furthermore, Executive agrees to not permit herself to be engaged in any business or enterprise which would interfere with or conflict with Executive's ability to timely fulfill the terms and conditions of this Agreement.

3. Availability

Executive will make herself reasonably available to Authority on a full-time basis and as may be reasonably necessary to carry out the Executive Director responsibilities outlined in this Agreement. Executive shall promptly notify Authority in writing of any material fact or other circumstance that could impact her performance and timely implementation thereof.

a. **Hours of Work:** The Authority has adopted a nine (9) day – eighty (80) hour work schedule. Executive will be expected to make herself available to Authority during all such scheduled hours, and at all reasonable times necessary to attend all monthly and other meetings of the Authority’s Board of Commissioners (generally scheduled during the evenings), and to meet all Authority deadline.

b. Authority acknowledges that Executive serves as a member of the City Council for the City of Selma and that at times Executive may be required to work remotely or be absent from the Authority’s office so that she can attend to Council business. Executive agrees to notify the Authority in advance as much as possible as to when she will be required to attend Council business and be temporarily absent from the Authority’s office.

4. Authority’s Personnel Guidelines/Corporate Policies

Unless otherwise provided herein, Executive will be subject to and agrees to abide by the applicable terms and conditions set forth in the Authority’s Personnel Policies and Guidelines currently in effect, and as amended from time to time.

5. Fiduciary Obligations

Executive herein acknowledges that as Authority’s Executive Director, Executive is acting as an officer and agent of the Authority. Accordingly, Executive possesses the same fiduciary duties and responsibilities as that conferred upon a governmental and corporate agent, including, without limitation, the duty to act as a responsible member of society; the fiduciary duty to act in good faith; the duty to deal openly and fairly with Authority, its Board of Commissioners (and its designated representatives), management executives, residents, program participants, and the public; the duty to not place Executive’s personal interest before the interest of the Authority; the duty to avoid any actual or perceived conflicts of interest; the fiduciary duty to care for the assets and interests of the Authority; and the fiduciary duty of loyalty to the Authority, its Board of Commissioners, officers, residents, program participants, management executives, non-profit partners and affiliates, and contractors (collectively “Fiduciary Obligations”).

a. **Compliance with Law:** Executive, in discharging her duties hereunder, shall comply with all applicable local, state, and federal laws, ordinances, HUD regulations, and other applicable laws, regulations of all governmental and regulatory authorities. In particular, Executive shall apprise herself of those applicable provisions of the State of California’s Non-Profit Corporate Law with respect to an officer’s and director’s duties and obligations to a non-profit organization (the provisions of which are incorporated herein by reference), and all applicable state and federal housing laws.

6. Bondable

Executive herein represents and warrants that throughout the term of this Agreement and the

duration of her employ, Executive shall qualify for fidelity bond and fiduciary insurance.

7. Term

The term of this Agreement shall be for three years (“**Term**”), with such term commencing as of the Effective Date first written above and expire on the third-year anniversary hereof. The Term of this Agreement may be extended for such additional term(s) as Executive and Authority mutually deem appropriate, as evidenced by a written amendment signed by both parties.

a. **Termination by Executive:** Executive may terminate this Agreement at any time, provided Executive provides the Authority with at least forty-five (45) days' advance written notice. In the event Executive terminates this Agreement, Executive expressly agrees that she shall not be entitled to any Severance Pay.

b. **Termination by Authority:** Upon the decision of a majority of the Authority's Board of Commissioners, the Authority's Board of Commissioners may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s) to Executive. The Authority's right to terminate Executive pursuant to this Section 7.b., shall not be subject to or in any way limited by the Authority's Personnel Policies or the Authority's past practices related to the employment, discipline or termination of Authority employees. Executive expressly waives any rights provided for public employees under state or federal law to any other form of pre-termination or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest in Executive's employment by Authority, where one does not exist by rule of law, in the position of an executive director. Upon appointment to the position of Executive Director, Executive remains an at-will employee serving at the pleasure of the Authority's Board of Commissioners.

c. **Termination For Cause:** The Authority may terminate this Agreement for cause at any time by providing Executive with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: (1) Breach of this Agreement, (2) Willful or persistent material breach of duties, (3) Resume fraud or other acts of material dishonesty, (4) Unauthorized absence or leave, (5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, (6) Violation of the Authority's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against an Authority official or employee or legally prohibited personal acts of discrimination against an Authority official or employee has occurred, (7) Violation of the Authority's Personnel Rules and Guidelines, (8) Use or possession of illegal drugs, (9) Any illegal or unethical act involving personal gain, (10) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the Authority's Board of Commissioners, (11) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), (12) Executive has been charged or convicted or a criminal act, and (13) Executive is no longer physically or mentally competent to fulfill the objectives of this Agreement with or without a reasonable accommodation as

required by law, and serve as Authority's Executive Director. For any of the foregoing, the Authority, may, in its discretion, place Executive on paid or unpaid administrative leave until resolution. If the Authority terminates this Agreement for cause, the Authority shall have no obligation to pay Severance Pay.

d. **Termination of Agreement Without Cause:** Authority may terminate this Agreement and Executive's employment with the Authority without cause by providing Executive at least thirty (30) days' prior written notice thereof. "Without Cause" shall include, but is not limited to, (1) modification of the goals and priorities of the Authority, incompatibility of management styles between the Executive and the Board of Commissioners, (3) the Authority loses all or a significant portion of its state or federal funding, (4) Authority no longer possesses the fiscal resources to fulfill its financial obligation to Executive as set forth in this Agreement. In the event Executive is terminated without cause, Executive expressly agrees that she shall not be entitled to any Severance Pay as the result of the termination of this Agreement except as provided in Section 14 below.

e. **Delivery of Authority Property:** Upon the termination of Executive's employment with Authority, Executive shall deliver to Authority all of Authority's property in her possession and/or control, including, but not limited to, the following:

- (1) All Authority documentation in Executive's possession;
- (2) All keys and access cards/codes;
- (3) All financial books and records;
- (4) All equipment and computers; and
- (5) All computer files and passwords.

f. **Termination Without Prejudice To Other Rights:** The termination of Executive's employment and this Agreement (whether by expiration or cancellation by either party hereto), shall not prejudice the rights of any party against the other for recovery of any damages as a result of any material default or breach of this Agreement. The rights and remedies granted herein are cumulative and in addition to the rights and remedies provided by law, the exercise of which shall not impair a right to exercise any other right or remedy.

8. Executive Compensation

Authority agrees to compensate Executive as a salary exempt employee, as follows:

a. **Executive Director Salary:** Authority agrees to pay Executive pursuant to the Authority's published annual pay scale for the position of Executive Director – Step 1(A) - \$140,976.00 per year. Such salary will be paid on a bi-weekly basis.

b. **Eligibility for Annual Increases:** For purposes of an annual increase, during each year of this Agreement, commencing with the one-year anniversary of this Agreement, the Authority's Board of Commissioners and Executive agree to meet so as to determine whether Executive is eligible for a step increase in her base salary pursuant to the Authority's published pay scale.

c. **Performance Evaluations:** During the first year of this Agreement, the Authority shall evaluate Executive's performance after six (6) months and thereafter upon the one-year anniversary of this Agreement. Said review and evaluation shall be in accordance with specific criteria developed jointly by Executive and Authority. Said criteria may be added to or deleted from as the Authority may from time to time determine, in consultation with Executive. Furthermore, the Authority shall provide Executive with a summary written statement of the findings of the Authority and provide an adequate opportunity for Executive to discuss her evaluation with the Authority.

d. **Evaluation Criteria:** If possible, the Authority and Executive shall define such goals and performance objectives as they determine necessary for the proper operation of the responsibilities of the position of Executive Director of the Authority and in the attainment of the Authority's policy objectives, including the establishment of a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing. These goals shall generally be reasonably attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

e. In effecting the provisions of this section, the Authority and Executive mutually agree to abide by the provisions of applicable law.

9. No Overtime

As a salaried exempt management employee, Executive will not be entitled to any overtime payment for time worked in excess of Authority's published work schedule. Executive is further advised that employees of a public governmental entity are not required to make social security tax contributions and such employees are exempt from certain provisions of California's wage and hour laws.

10. Vacation, Sick Leave, Administrative Leave and Other Benefits

Except as otherwise provided herein, Executive shall be entitled to receive the same vacation, sick leave benefits, administrative leave benefits, and such other benefits that may be adopted by the Board of Commissioners from time-to-time, at the same rate and on the same basis as all regular Authority employees, including, provisions governing accrual, use and payment therefore upon termination of employment.

a. Executive shall be provided the same paid holidays as regular employees of the Authority.

11. Disability, Health and Life Insurance

Authority agrees to provide basic term life insurance coverage in an amount equal to Executive's one year salary, with an option extended to Executive purchase additional life insurance coverage and long-term disability coverage. Authority reserves the right to modify and or amend this benefit in its sole and absolute discretion. Executive waives all claims to any other insurance coverage not expressly agreed to be provided by Authority in this Agreement.

12. Retirement

Executive shall be eligible for membership in CalPERS Retirement Plan (2% @ 60, based on highest 36-months) for those individuals with current or prior qualifying public sector service

that establishes eligibility as a “Classic Member” pursuant to the provisions of California’s 2013 Pension Reform Act and CalPERS Regulations with the employee paying at least ½ of the normal retirement cost). Individuals with no current or prior qualifying public sector service, and who are defined as new members or new employees under the Act, will be eligible for the 2% @ 62 retirement benefit formula (based on the highest 36-months with the employee paying at least ½ of the normal retirement cost).

13. Business Expenses, Equipment, Business Credit Card

a. **Standard Business Expenses:** Authority shall reimburse Executive only for reasonable and necessary business expenses. Such expenses can include, without limitation, lodging, travel, entertainment, parking, business meetings, and professional dues. Executive shall submit documentation for expense reimbursements on a monthly basis to Authority’s accounting department and the Authority’s Board Chair. Reimbursement for business expenses shall be subject to Authority’s expense reimbursement policies and California law.

b. **Business Equipment:** Authority shall provide Executive with a laptop, and other business equipment necessary for Executive’s performance under this Agreement.

c. **Business Credit Card:** Authority shall provide Executive with a business credit card (“**Credit Card**”), with a spendable limit in the amount approved and amended by the Board of Commissioners from time-to-time, to be used exclusively by Executive for business purposes only, in conjunction with Executive’s job duties.

14. Severance Pay

In the event that Executive is terminated as a result of the Board of Commissioners’ incompatibility or difference of management styles with Executive, and Executive does not challenge such termination, Authority shall then agree to pay Executive severance in an amount equal to her monthly base salary then in effect multiplied by three (3), less applicable deductions and excluding deferred compensation or the value of any other benefits. Executive is also entitled to any accrued vacation leave.

a. **Government Code Section 53260:** Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment between an employee and a local agency employer must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Executive shall be reduced in an amount necessary to comply with such Section 53260. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the amounts provided in this Section 14.)

b. **No Severance Pay if Termination for Cause or Initiated by Executive.** As provided in Section 7.c., should Executive be terminated for cause, the Authority shall

have no obligation to pay the severance provided for in this Section. As provided in Section 7.a., should Executive initiate termination of this Agreement, the Authority shall have no obligation to pay Executive any severance as provided for in Section 14.

c. **Sole Rights:** Executive's right to severance pay, as provided in this Section 14, shall constitute Executive's sole entitlement such payment in the event that Executive is terminated without cause as a result of her incompatibility with the Board of Commissioners. Executive expressly waives any and all other rights with respect to severance pay except as provided herein. Executive's right to receive severance pay is conditioned upon and in consideration for Executive execution of a standard form of a General Release of any and all the current and potentially future claims which Executive may have against Authority ("Release"). Such Release will be mutually negotiated by the parties.

15. Confidential Information

Executive herein represents and warrants that she recognizes the privacy rights of all Authority employees and of the Authority's residents and participants. Accordingly, Executive shall abide by all applicable state and federal laws with respect to such privacy.

16. Requests for Approval

For any matter for which Board of Commissioner approval is required, Executive shall submit such request in writing to the Chairperson of the Authority's Board of Commissioners, and such person shall respond to such request in a timely manner.

17. Representations

Unless otherwise authorized, Executive agrees that it will not make any statement or representation on behalf of the Board of Commissioners without first securing the explicit authorization and approval such Board.

18. Non-Assignable

This Agreement, the rights and obligations hereunder are personal in nature and therefore Executive may not assign his duties and obligations as described herein to another party or individual. This Agreement is not intended to, nor does it create any rights in favor of or enforceable by any third party.

19. Intellectual Property

Authority represents and warrants that it owns, or is licensed to use, all information, data and documentation ("Intellectual Property"), provided to Executive in connection with the Services to be rendered under this Agreement. Ownership of such intellectual property shall remain the sole and exclusive property of Authority. Executive shall not disclose the Authority's Intellectual Property except as it is necessary to perform her duties as Executive Director, and Executive shall take all reasonable efforts to protect Authority's Intellectual Property against unauthorized disclosure.

a. **Copyright:** All final work products, reports, forms, grant proposals and data produced by Executive as Authority's Executive Director and resulting from Executive's employment of Executive, shall be deemed "work for hire" under the

copyright laws of the United States and therefore will be deemed the Intellectual Property of Authority .

20. Non-Solicitation of Authority's Employees

Executive agrees that during the original term of this Agreement, and any subsequent terms, and for a period of five (5) years after the termination or expiration Executive's employment with the Authority, Executive will not directly or indirectly, separately or in association with others: (1) interfere with, impair, disrupt or otherwise cause harm to Authority's relationship with any of its then current employees or contractors; (2) solicit or encourage any of Authority's employees or contractors to discontinue their employment or contractual relationship with Authority; or, (3) cause others to solicit or encourage any of the Authority's employees or contractors to discontinue their employment or contractual relationship with Authority.

21. Indemnification of Authority

As Authority's Executive Director, Executive possesses specific corporate authority to legally bind the Authority to various contractual obligations. Accordingly, in the event that Executive knowingly and/or negligently commits an act, commits an act outside the scope of her employment, or fails to act, and as a result of such act or omission Authority is found liable for damages to a third party and or to any Authority employee , Executive agrees to indemnify, make-whole (including all reasonable organization, attorney, and court costs), and hold Authority harmless from all liability for damages to persons or property arising out of such act or omission.

a. **Authority's Indemnification of Executive:** Except as otherwise provided above, Authority agrees to indemnify and hold Executive harmless from all liability for any damages to persons or property arising out of or as a result of Executive's exercise of corporate authority within the course and scope of her employment.

22. Professional Development

Authority hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Executive for professional and official travel, meetings, and occasions adequate to continue the professional development of Executive, and to adequately pursue necessary official functions for the Authority.

a. Authority also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Executive for short courses, institutes and seminars that are necessary for her professional development and for the good of the Authority.

23. Representations and Warranties

Executive represents and warrants as of the date of execution of this Agreement:

a. **Litigation and Claims:** To the best of Executive's knowledge, no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) is pending or threatened against Executive, and no other event has occurred which may materially adversely affect Executive's ability to perform its obligations hereunder.

b. **Financial Condition:** Executive has not (1) made a general assignment for the benefit of creditors, (2) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Executive's creditors, (3) suffered the appointment of a receiver to take possession of all, or substantially all, of the Executive's assets, (4) suffered the attachment or other judicial seizure of all, or substantially all, of Executive's assets, (5) admitted in writing its inability to pay its debts as they come due, or (6) made an offer of settlement, extension or composition to its creditors generally.

24. Survival of Representations and Warranties

Executive understands and agrees that Authority, without independent investigation, is relying upon the above representations and warranties in entering into this Agreement with Executive. Executive further agrees that the foregoing representations, warranties and indemnifications shall be continuing in nature and shall survive the expiration or termination of this Agreement.

25. Choice of Law/Venue

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Madera. Accordingly, the parties agree that the venue for any legal action relating to interpretation or enforcement of this Agreement shall be in the County of Madera, State of California.

26. Severability

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

27. AB1334

Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving

office or position.

§53243 .3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Executive represents that Executive has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Executive, including that Executive agrees that any cash settlement or severance related to a termination that Executive may receive from the Authority shall be fully reimbursed to the Authority if Executive is convicted of a crime involving an abuse of Executive's office or position.

28. Entire Agreement

All understandings and agreements between the parties are merged into this Agreement which fully and completely expresses their agreement and supersedes any prior verbal or written agreements or understandings relating to the subject matter described in this Agreement.

29. Modifications of Agreement

This Agreement may only be modified in writing, when signed by all the parties hereto.

30. Relationship of Parties

The relationship of the parties created herein shall not be construed to be a joint venture, equity venture, partnership or other relationship of any nature whatsoever, except with respect to that of an employer and Executive.

31. Time is of the Essence

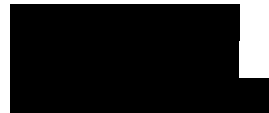
Time is of the essence in the performance of the parties' respective obligations herein.

32. Notices

All written notices or requests required to be given pursuant to the terms hereof shall be either (i) personally delivered, (ii) deposited in the United States mail, registered or certified return receipt requested, postage prepaid, (iii) sent via Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by facsimile with a hard copy sent within one (1) business day by any of the foregoing means, and addressed to the addressee at their respective addresses listed below:

If to the Executive (at the last address on file with the Authority):

Blanca Mendoza-Navarro



If to Authority (to the current Chairperson of the Board of Commissioners):

Elsa Mejia, Board Chair
Housing Authority of the City of Madera
205 N. "G" Street
Madera, CA 93637

With a copy to:

Law Office of Emilio J. Huerta
P.O. Box 2244
Bakersfield, CA 93303
Tel: (661) 326-8000
Email: Emilio@huerta.law

Either party may change their address for purposes of this notice section by providing such notice to the other parties of the change.

33. Descriptive Headings

The descriptive headings of the various sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

34. Preparation of this Agreement

Authority and Executive acknowledge this Agreement to be their joint product and waive any laws or rules of construction whereby this document may be more strictly construed against its preparer.

35. Counterparts

This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same document.

36. Binding Agreement

This Agreement shall not be binding until such time that all the parties hereto have caused this Agreement to be executed by their designated representative.

37. Independent Legal Advice

The Authority and Executive represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, and the Authority and Executive further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital.

Signature Page Attached

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date signed by the last of the parties hereto.

AUTHORITY

HOUSING AUTHORITY OF THE CITY OF
MADERA

Executive

BLANCA MENDOZA-NAVARRO

By: _____
Elsa Mejia
Chairperson

By: _____
Blanca Mendoza-Navarro

Dated: June ___, 2024

Dated: June ___, 2024

By: _____
Anita Evans
Vice-Chairperson

Dated: June ___, 2024

APPROVED AS TO FORM

By: _____
Emilio J. Huerta
Legal Counsel

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Interim Executive Director
Blanca Mendoza-Navarro

I, Giselle Flores, Executive Administrative Assistant to the Interim Executive Director for the Housing Authority of the City of Madera herein attests or certifies, as a witness to a board meeting held on June 12, 2024, and swears or confirms, that the foregoing information in this resolution is true and correct and has not been altered or amended.

By: _____
Giselle Flores
Executive Administrative Assistant

Approved as to Legal Form:

Emilio J. Huerta, Legal Counsel