

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 BOARD MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

Notice and Agenda

6:00 PM
Wednesday, September 11, 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](#)

<https://cityofmadera.zoom.us/j/87607699735?pwd=pX2i355OsAIIxhJIHfBSShBtP3nh2H.1>

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:

Sammy Neely from Madera Ministries.

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Board of Commissioners on items which are within the subject matter jurisdiction of the Housing Authority. Speakers shall be limited to three (3) minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Chairperson has the option of asking the speaker to hold their comment until that item is called. Comments regarding items listed for "Public Hearing" on the agenda, should be held until the Public Hearing is opened. The Board is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Board does not respond to a public comment at this time.

A. WORKSHOPS: None

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 August 14, 2024, Board Meeting Minutes.

B-2 Approval of Register Audited Demands for August 2024.

B-3 RESOLUTION NO. 1299 of The Housing Authority of the City of Madera consideration of approval of schedule of accounts chargeable to collection losses for Public Housing (write offs)

B-4 RESOLUTION NO. 1300 of The Housing Authority of the City of Madera consideration of approval of schedule of accounts chargeable to collection losses for Farm Labor (write offs)

B-5 RESOLUTION NO. 1301 of The Housing Authority of the City of Madera, consideration of approval to renew lease/first amendment with Community Action Partnership of Madera County (CAPMC) for Pomona Ranch Daycare.

B-6 RESOLUTION NO. 1302 of The Housing Authority of the City of Madera, consideration of approval to first amendment to the Law Enforcement Services Agreement between Madera Police Department and Housing Authority of the City of Madera.

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

C-1 RESOLUTION NO. 1293 of The Housing Authority of the City of Madera discussion and approval of the HACM By-Laws.

C-2 RESOLUTION NO. 1303 of The Housing Authority of the City of Madera to authorize the continuing resolution in lieu of Fiscal Year (FY) 2023-2024 Budget Adoption and Authorization of 60-day extension to prepare and present the Fiscal Year 2024-2025 Budget.

D. WRITTEN COMMUNICATIONS: Giselle Flores, Executive Administrative Assistant

E. ADMINISTRATIVE REPORTS: Blanca Mendoza-Navarro, 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	731	736	788				
YTD Lease Up projection	93%	95%	91%	93%	89%	91%	92%	98%				
MTD HAP Expenses	\$437,236	\$444,106	\$444,106	\$464,536	\$486,624	\$466,894	\$467,991	\$496,536				
Waiting List	516	516	516	269	270	270	270	270				
Public Housing	Public Housing											
Vacancies	2	5	2	2	2	2	2	0				
Waiting List	2794	2800	2800	4382	2,825	2,830	2830	2831				
Unit Turnover	0	1	2	2	1	1	1	3				
Farm Labor	Farm Labor											
Vacancies	2	2	1	2	2	2	2	3				
Waiting List	17	20	17	17	14	11	14	12				
Unit Turnover	1	0	1	2	1	1	1	0				
Maintenance	MAINTENANCE											
Public Housing	Public Housing											
Open Work Orders	17	14	17	65	52	53	218	213				
Average days	5	2.4	2.5	15.5	2.4	2.9	26.1	21.2				

Farm Labor	Farm Labor											
Open Work Orders	3	2	3	13	25	20	18	21				
Average days	7.8	4.8	2.6	3.4	3.5	3.6	6.23	3.9				

F. **EXECUTIVE DIRECTOR REPORT:** Blanca Mendoza-Navarro, 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. Potential litigation: Public Housing Accommodation – 800 Yosemite; and

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

I. **ADJOURNMENT:**

The next Regular Monthly Meeting will be Wednesday October 9, 2024, at 6:00 p.m., in 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 **September 11th, 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 4:30 p.m.

Executed this 5th day of September.

Giselle Flores

Giselle Flores
Executive Administrative Assistant
Housing Authority of the City of Madera

Housing Authority of the City of Madera



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

CALL TO ORDER:

The August 14, 2024, Regular Meeting for the Housing Authority of the City of Madera was called to order by Vice Chair Anita Evans at 6:06 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:

Chair Elsa Mejia	(Via Zoom)
Vice Chair Anita Evans	(In Person at the City of Madera Council Chambers)
Commissioner Steve Montes	(In Person at the City of Madera Council Chambers)
Commissioner Jose Rodriguez	(In Person at the City of Madera Council Chambers)
Commissioner 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:

Commissioner Cece Gallegos	(Absent for Personal Reasons)
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GUESTS/STAFF PRESENT:

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

Fred Thurman from Madera Ministries led the invocation.

PLEDGE OF ALLEGIANCE

Commissioner Jose Rodriguez led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Commissioner J. Rodriguez moved to approve the Agenda; Commissioner A. Villegas seconded the motion. The motion passed unanimously.

YAYES: (6) Chair Elsa Mejia,
 Vice Chair Anita Evans,
 Commissioner Steve Montes,
 Commissioner Jose Rodriguez,
 Commissioner Santos Garcia, and
 Commissioner Artemio Villegas

NOES: (0)

ABSENT: (1) Commissioner Cece Gallegos

ABSTAIN: (0)

PUBLIC COMMENT:

Public speaker, Ralph Teran, expressed his concerns about his current living situation and sought clarification on law enforcement regulations that might impact his homelessness. He specifically inquired whether the rumors about homeless individuals being prohibited from sleeping in front of buildings were true. Mr. Teran asked the Board if anyone had knowledge or additional information regarding these rumors.

A. WORKSHOPS:

Finance Manager Alex Estrada presented the budget for the fiscal year (2023-2024) with an emphasis of where we receive the revenue and what is projected for FY 2024-2025. The total revenue is expected to be \$10.9 million, which is \$192,000 more than the current year. This increase is mainly due to higher rents for Farm Labor properties and more interest income.

The Revolving Fund, which gets money from various sources, i.e., interagency revenues and rental income, is expected to see a 12% decrease in revenue because of lower interest income. The Housing Choice Voucher (HCV) Fund will have a 5% revenue reduction due to higher HAP payments and lower admin fees.

The Public Housing Fund's tenant rents are projected to increase to about \$1.5 million, however they are coming in at about \$1.7 million. The operating subsidy from HUD is slightly lower than expected but

should rise next year. Interest income is budgeted at \$100,000 but is expected to be closer to \$120,000 this year, with a conservative projection of \$88,000 for next year. Overall, Public Housing's revenue remained relatively stable, with only a slight decrease of about 1%.

For ROSS and FSS funds, the budgets are based on expected grants and awards.

The Farm Labor revenue is expected to increase by 10% due to higher rents and more interest income.

Notable expense changes include a 40% increase in property insurance, a 10% rise in medical insurance premiums, a 50% increase in police services, and a \$40,000 reduction in software costs by deactivating the old software.

Overall, most funds are expected to be positive, except for the HCV fund, which is facing a deficit. To address this, the plan includes leasing available vouchers, opening the waitlist to get more applicants, and increasing admin fees to avoid a large deficit.

B. CONSENT CALENDAR:

Approval of consent items.

B-1 July 10th, 2024, Board Meeting Minutes.

B-2 Register Audited Demands for July 2024.

B-3 Out-of-State Travel Training:

NAHRO Conference – Orlando Florida – 09/24/2024-09/28/2024

- **Blanca Mendoza-Navarro, Executive Director**
- **Elsa Mejia, Board Chair**

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

Commissioner Garcia pulled Item B-3 for discussion, expressing concerns about Executive Director Blanca Mendoza-Navarro's frequent out-of-state training sessions. Commissioner Garcia questioned the necessity and appropriateness of these trainings.

Ms. Mendoza-Navarro explained that the upcoming NAHRO conference will have a training specifically geared for Executive Directors. She emphasized that while she has participated in various online training courses, this in-person training offers a unique opportunity for full engagement and learning to improve the Agency by focusing on partnerships and learning about repositioning to create more housing.

Chair Mejia supported Ms. Mendoza-Navarro's attendance at these training courses, highlighting the valuable knowledge and enthusiasm she brings back. Chair Mejia noted that Ms. Mendoza-Navarro plans ahead to ensure she remains responsive and prepared for any Agency needs during her absence.

Commissioner Steve Montes agreed on the importance of staff, including the Executive Director, attending these meetings for continuous learning and positive changes within the Agency. However, he

suggested that such discussions should be reserved for performance evaluations or private sessions, rather than during Board meetings.

Commissioner Garcia inquired about the Agency's budget for travel expenses, specifically for the Executive Director. Ms. Mendoza-Navarro and Mr. Estrada confirmed the existence of a travel budget but did not have the details available at the moment.

Commissioner Jose Rodriguez reminded the Board that the budget was approved by the Board of Commissioners and there should be no need for further scrutiny unless expenses exceed the budget.

Commissioner J. Rodriguez moved to approve the Consent Calendar Items. Commissioner S. Montes seconded the motion. The motion passed unanimously with five (5) yes votes and one (1) no vote.

YAYES: (5) Chair Elsa Mejia,
 Vice Chair Anita Evans,
 Commissioner Steve Montes,
 Commissioner Jose Rodriguez, and
 Commissioner Artemio Villegas

NOES (1) Commissioner Santos Garcia

ABSENT: (1) Commissioner Cece Gallegos

ABSTAIN: (0)

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

C-1 RESOLUTION NO. 1293 of The Housing Authority of the City of Madera discussion and approval of the HACM By-Laws.

Attorney Emilio J. Huerta presented Resolution No. 1293 by presenting the draft of the By-Laws dated August 8th, 2024, highlighting sections needing further discussion, particularly the election of officers in Article 3, Section 4.

During the meeting, several Commissioners, including Commissioner Garcia, expressed concerns about the lack of clarity on changes in the By-Laws. Attorney Huerta admitted that the previous red line changes were missing in this version. Commissioner Rodriguez questioned the need for further delays, noting there had been plenty of opportunities for input. Chair Mejia, Vice Chair Evans, and Commissioner Garcia were uncomfortable with some language in the By-Laws.

Commissioner Garcia asked about Section 4 regarding non-elected council members and the number of commissioners required. Attorney Huerta explained that in the past, HUD has previously allowed the agency not to require Resident Commissioners, but now the Board can appoint a resident if there's a vacancy.

The Executive Director, Blanca Mendoza-Navarro, clarified that the California Health and Safety Code states the Board should have seven (7) commissioners, two (2) who can be Resident Commissioners if decided by the Board. She explained that because the Agency is small, the entire Board can be made up of City Council members. Attorney Huerta added that HUD had approved

the change to eliminate Resident Commissioners in the past, and this has been the practice since then. In the end, the Board decided to postpone the approval for a month.

Chair Mejia left the meeting via Zoom at 7:38 p.m. due to her phone dying.

There was a motion made by Commissioner Garcia to eliminate the word “professional” from Article 3 Section 4. Commissioner Villegas seconded the motion. The motion passed with three (3) yes votes and two (2) no votes.

YAYES:	(3)	Vice Chair Anita Evans, Commissioner Santos Garcia, and Commissioner Artemio Villegas
ABSENT:	(2)	Chair Elsa Mejia, and Commissioner Cece Gallegos
NOES	(2)	Commissioner Jose Rodriguez, and Commissioner Steve Montes
ABSTAIN:	(0)	

Vice Chair Evans moved to approve the decision to table the discussion of the By-Laws and incorporate what has already been approved. Commissioner J. Rodriguez seconded the motion. The motion passed with three (3) yes votes and two (2) no votes.

YAYES:	(3)	Vice Chair Anita Evans, Commissioner Santos Garcia, and Commissioner Jose Rodriguez
ABSENT:	(2)	Chair Elsa Mejia, and Commissioner Cece Gallegos
NOES	(2)	Commissioner Santos Garcia, and Commissioner Artemio Villegas
ABSTAIN:	(0)	

C-3 INFORMATIONAL MEMO – HUD PHARS Recover Agreement.

Executive Director Blanca Mendoza-Navarro presented Informational Memo – HUD PHARS Recover Agreement. Ms. Mendoza-Navarro presented an update from HUD regarding the Housing Authority of the City of Madera’s (HACM) current status and the steps needed for improvement. The Agency must follow a recovery plan, which includes submitting progress reports every 30 days, improving performance scores, and ensuring timely submission of financial statements. Specifically, HACM needs to improve the financial performance by 50% for the PHARS assessment for the fiscal year ending September 30, 2024, and score at least 60% for the fiscal year ending September 30, 2025.

The Board and Staff are required to complete HUD training on governance and financial management within a year. HUD recommended that the Agency join the Valley Authorities Consortium and evaluate

repositioning the public housing portfolio. If the Agency fails to meet the agreement's terms, HUD may take over management or find other management agencies to do so.

Ms. Mendoza-Navarro also mentioned that the Agency is working hard to meet these requirements, with the goal of exiting the recovery plan within two years. Staff has submitted the unaudited and audited financial statements for the fiscal year ending September 30, 2023, and received full points for this submission. Staff is confident in their progress and is using resources like a fee accountant and training platforms to ensure compliance.

C-4 DISCUSSION MEMO – Special Meetings, scheduled dates.

Executive Director Blanca Mendoza-Navarro presented Discussion Memo C-4 regarding scheduling Special Meetings. She requested availability for a Special Board Meeting in September. Finance Manager Alex Estrada will be on medical leave starting September 5th and may not attend the Regular Board Meeting on September 11th. Due to his leave, the finance team might not have the budget ready for approval by September 11th. Mr. Estrada expects to be off for a week but suggested a tentative Special Meeting for the week of September 23rd-27th. He is working with his team to prepare the budget, which needs approval before the September 30th deadline.

The Board agreed to tentatively schedule a Special Board Meeting on September 25th, 2024, in case Mr. Estrada needs more time to finalize the Budget for Fiscal Year 2024-2025.

D. WRITTEN COMMUNICATIONS:

No written communications were received.

E. ADMINISTRATIVE REPORTS:

E-1: Monthly Housing Activity Report:

Executive Director Blanca Mendoza-Navarro presented an update on the Agency's housing programs, vacancies, and maintenance reports. The HCV department has achieved 736 lease-ups, reaching 92%, which is a 1% increase from the previous month. The Agency received approximately \$1,000 more in HAP payments this month. The HCV waitlist stands at 270, and strategic planning is underway to manage the opening of the waitlist. Staff is anticipating a high volume of applications once it opens. In Public Housing, there are currently two (2) vacancies, however there are more applicants on this waitlist since it has remained open. The Public Housing department has approximately 218 work orders, primarily due to recent inspections in preparation for the NSPIRE inspection. The average time to close these work orders is 21 days. For Farm Labor, there are two (2) vacancies and 14 people on the waiting list. The Farm Labor department has completed 18 work orders with an average completion time of 6.23 days.

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

F. EXECUTIVE DIRECTOR REPORT:

Executive Director Blanca Mendoza-Navarro provided a summary of the departmental reports. The Housing Choice Voucher (HCV) department is actively issuing vouchers and processing new contracts.

They have caught up with all inspections, including the initial ones. The ROSS and FSS departments are busy planning the National Night Out event scheduled for October and working with community groups.

Public Housing and HUD conducted NSPIRE inspections in July. AMP-1 received a tentative score of 90 and AMP-2 received a tentative score of 94 out of 100. These high scores mean HUD won't conduct an inspection for three years. Staff continues working on leasing and yearly inspection certifications. The migrant center is fully leased, and the finance team is preparing the budget for 2024-2025

Maintenance staff is focusing on urgent work orders and addressing findings from the NSPIRE inspections. They have successfully completed repairs on a sewer pump at one of the properties.

Administration, the salary class and compensation studies kicked off on July 11th. The consultant will be meeting staff in early August to compare duties with job descriptions. Results from this study are expected before the September budget to incorporate necessary adjustments.

Training remains a priority, with the Housing HCV Manager, Housing Inspector, and Finance Manager set to attend the YASC conference in San Diego at the end of August. Management staff participated in a disaster response, readiness and preparation training virtually from July 30th to 31st, which prompted them to review and improve emergency protocols in collaboration with local agencies.

Recruitment efforts are ongoing for the Maintenance Worker II position, with interviews conducted last week and second interviews scheduled for next week. Staff had a strong pool of over 50 applicants, now narrowed down to five candidates. Positions for Executive Administrative Assistant and Housing Programs Compliance Manager will be posted after the completion of the classification and compensation study. Discussions are also underway with the Valley Consortium about establishing an intergovernmental agency agreement instead of the current consortium, as regulated by the CFR.

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

G. COMMISSIONER REPORTS:

1. Vice Chair Evans had nothing to report.
2. Commissioner Montes had nothing to report.
3. Commissioner Garcia had nothing to report.
4. Commissioner Rodriguez had nothing to report.
5. Commissioner Villegas had nothing to report.

H. CLOSED SESSION: Attorney Emilio J. Huerta

Pursuant to CA Govt. Code 54956.9 (d)(4), the Board of Commissioners temporarily adjourned from open session and met in closed session at 7:34 p.m. regarding the following:

H-1: Discussion of litigation matters pursuant to CA Govt. Code Section 54956.9(d)(4):

A. Potential litigation: Public Housing Accommodation – 800 Yosemite

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

Upon resuming the closed session, Attorney Emilio J. Huerta reported on the claim submitted by former Housing Authority Executive Director, Ms. Renee Wright. On July 15, 2024, Ms. Wright filed a claim for damages against the Housing Authority of the City of Madera, alleging a breach of her employment contract under California Government Code Section 912.4(a). The Housing Authority has formally rejected this claim and will instruct its legal counsel to notify Ms. Wright's attorneys of this decision.

Nothing else to report.

I. ADJOURNMENT:

Chair Anita Evans announced that the next regularly monthly scheduled meeting of the Board of Commissioners will be held on Wednesday, September 11th, 2024, at 6:00 p.m., in the City of Madera Council Chambers.

The meeting was adjourned at 9:50 p.m.

CERTIFICATE OF THE BOARD OF COMMISSIONERS

The undersigned hereby certifies that the foregoing August 14th, 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 September 11th, 2024, where a quorum was present in accordance with the HACM Bylaws.

Executed on this 11th day of September 2024.

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

Payment Summary

Bank=revfund AND mm/yy=08/2024-08/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
revfund - WF Revolving Fund	89	CIT04 - CITIZENS BUSINESS BANK	08/08/2024	08/2024	19,416.21	
revfund - WF Revolving Fund	90	mis02 - MISSIONSQUARE-303376	08/05/2024	08/2024	3,137.05	
revfund - WF Revolving Fund	91	pub01 - CA PUBLIC EMPLOYEES' RETIREMENT ...	08/05/2024	08/2024	7,450.69	
revfund - WF Revolving Fund	92	usbank001 - U.S. Bank National Association	08/23/2024	08/2024	6,296.23	
revfund - WF Revolving Fund	93	pub02 - CA Public Employees' Health	08/15/2024	08/2024	21,817.45	
revfund - WF Revolving Fund	94	pub01 - CA PUBLIC EMPLOYEES' RETIREMENT ...	08/15/2024	08/2024	1,050.00	
revfund - WF Revolving Fund	95	mis02 - MISSIONSQUARE-303376	08/16/2024	08/2024	3,091.10	
revfund - WF Revolving Fund	96	pub01 - CA PUBLIC EMPLOYEES' RETIREMENT ...	08/19/2024	08/2024	7,318.15	
revfund - WF Revolving Fund	46881	men0039 - Mendoza	08/02/2024	08/2024	57.00	
revfund - WF Revolving Fund	46882	pge01 - P. G. & E.	08/02/2024	08/2024	66.00	
revfund - WF Revolving Fund	46883	rub0002 - Rubio	08/02/2024	08/2024	57.00	
revfund - WF Revolving Fund	46884	saa0002 - Saavedra	08/02/2024	08/2024	75.00	
revfund - WF Revolving Fund	46885	ser0001 - Serrano	08/02/2024	08/2024	31.00	
revfund - WF Revolving Fund	46886	aest001 - Estrada	08/02/2024	08/2024	110.00	
revfund - WF Revolving Fund	46887	app00 - APPLEONE EMPLOYMENT SVCS	08/02/2024	08/2024	4,327.62	
revfund - WF Revolving Fund	46888	att06 - AT&T CALNET	08/02/2024	08/2024	384.81	
revfund - WF Revolving Fund	46889	bas02 - BASS AND SONS	08/02/2024	08/2024	13,621.54	
revfund - WF Revolving Fund	46890	bct00 - BCT CONSULTING, INC.	08/02/2024	08/2024	763.73	
revfund - WF Revolving Fund	46891	CWS01 - CORBIN WILLITS SYSTEM INC	08/02/2024	08/2024	755.50	
revfund - WF Revolving Fund	46892	DIA01 - DIAMOND COMMUNICATION,INC	08/02/2024	08/2024	204.00	
revfund - WF Revolving Fund	46893	FER04 - FERGUSON ENTERPRISES, INC	08/02/2024	08/2024	1,119.66	
revfund - WF Revolving Fund	46894	hds00 - HD SUPPLY FACILITIES MAINTENANCE	08/02/2024	08/2024	1,570.42	
revfund - WF Revolving Fund	46895	kjwater00 - KJ Water Services	08/02/2024	08/2024	886.00	
revfund - WF Revolving Fund	46896	lun0005 - Luna	08/02/2024	08/2024	1,588.71	
revfund - WF Revolving Fund	46897	MAD01 - CITY OF MADERA	08/02/2024	08/2024	54.78	
revfund - WF Revolving Fund	46898	mad02 - CITY OF MADERA UTILITY BILLING	08/02/2024	08/2024	13,372.47	
revfund - WF Revolving Fund	46899	mch001 - MOSQUEDA'S COOLING AND HEATING INC.	08/02/2024	08/2024	2,747.00	
revfund - WF Revolving Fund	46900	men00 - Blanca Mendoza-Navarro	08/02/2024	08/2024	110.00	
revfund - WF Revolving Fund	46901	met00 - METROPOLITAN LIFE INSURANCE COMPANY	08/02/2024	08/2024	1,481.26	
revfund - WF Revolving Fund	46902	mis01 - MISSION UNIFORM SERVICE 3	08/02/2024	08/2024	215.19	
revfund - WF Revolving Fund	46903	nav04 - NAVIA BENEFIT SOLUTIONS,	08/02/2024	08/2024	200.00	
revfund - WF Revolving Fund	46904	off02 - ODP BUSINESS SOLUTIONS, LLC	08/02/2024	08/2024	209.66	
revfund - WF Revolving Fund	46905	pera4 - PERIMETER PEST CONTROL	08/02/2024	08/2024	175.00	
revfund - WF Revolving Fund	46906	pge01 - P. G. & E.	08/02/2024	08/2024	7,553.04	
revfund - WF Revolving Fund	46907	pre06 - PRESTIGE CUSTOM GLASS	08/02/2024	08/2024	285.47	
revfund - WF Revolving Fund	46908	rmc001 - RMC Enterprises, Inc	08/02/2024	08/2024	175,100.00	
revfund - WF Revolving Fund	46909	rot01 - ROTH STAFFING COMPANIES, L.P.	08/02/2024	08/2024	4,347.36	
revfund - WF Revolving Fund	46910	rvd02 - RVD HEATING & AIR AND SON	08/02/2024	08/2024	555.00	
revfund - WF Revolving Fund	46911	san0032 - Sandoval	08/02/2024	08/2024	668.69	
revfund - WF Revolving Fund	46912	SAN90 - MORGAN BROTHERS, INC.	08/02/2024	08/2024	1,950.00	
revfund - WF Revolving Fund	46913	spec001 - Charter Communications Holdings, LLC	08/02/2024	08/2024	81,253.00	

Payment Summary

Bank=revfund AND mm/yy=08/2024-08/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
revfund - WF Revolving Fund	46914	TOP01 - TOP PLUMBING	08/02/2024	08/2024	2,295.00	
revfund - WF Revolving Fund	46915	van00 - VAN DE POL ENTERPRISES	08/02/2024	08/2024	665.74	
revfund - WF Revolving Fund	46916	47t01 - 47TH PLACE CARPET AND LINOLEUM, INC.	08/14/2024	08/2024	2,613.76	
revfund - WF Revolving Fund	46917	ADP00 - ADP, INC.	08/14/2024	08/2024	110.00	
revfund - WF Revolving Fund	46918	app00 - APPLEONE EMPLOYMENT SVCS	08/14/2024	08/2024	1,752.96	
revfund - WF Revolving Fund	46919	bct00 - BCT CONSULTING, INC.	08/14/2024	08/2024	140.00	
revfund - WF Revolving Fund	46920	FER04 - FERGUSON ENTERPRISES, INC	08/14/2024	08/2024	2,655.36	
revfund - WF Revolving Fund	46921	hartford - THE HARTFORD	08/14/2024	08/2024	743.88	
revfund - WF Revolving Fund	46922	hds00 - HD SUPPLY FACILITIES MAINTENANCE	08/14/2024	08/2024	1,184.70	
revfund - WF Revolving Fund	46923	ins01 - INSIGHT EMPLOYEE ASSISTANCE PROGRAM	08/14/2024	08/2024	45.00	
revfund - WF Revolving Fund	46924	mad02 - CITY OF MADERA UTILITY BILLING	08/14/2024	08/2024	32,905.77	
revfund - WF Revolving Fund	46925	mad46 - PUBLIC WORKS FAIRMEAD LANDFILL	08/14/2024	08/2024	42.70	
revfund - WF Revolving Fund	46926	map00 - MAPA PLUMBING SERVICES	08/14/2024	08/2024	750.00	
revfund - WF Revolving Fund	46927	mch001 - MOSQUEDA'S COOLING AND HEATING INC.	08/14/2024	08/2024	904.00	
revfund - WF Revolving Fund	46928	mis01 - MISSION UNIFORM SERVICE 3	08/14/2024	08/2024	143.46	
revfund - WF Revolving Fund	46929	nat0l - NATIONAL CREDIT REPORTING	08/14/2024	08/2024	52.70	
revfund - WF Revolving Fund	46930	pera4 - PERIMETER PEST CONTROL	08/14/2024	08/2024	400.00	
revfund - WF Revolving Fund	46931	pge01 - P. G. & E.	08/14/2024	08/2024	3,005.94	
revfund - WF Revolving Fund	46932	qua07 - QUADIENT FINANCE USA, INC	08/14/2024	08/2024	1,000.00	
revfund - WF Revolving Fund	46933	red05 - RED ROCK ENVIRONMENTAL GRP	08/14/2024	08/2024	669.04	
revfund - WF Revolving Fund	46934	rot01 - ROTH STAFFING COMPANIES, L.P.	08/14/2024	08/2024	3,984.78	
revfund - WF Revolving Fund	46935	rvd02 - RVD HEATING & AIR AND SON	08/14/2024	08/2024	580.00	
revfund - WF Revolving Fund	46936	ste02 - STERICYCLE, INC.	08/14/2024	08/2024	362.53	
revfund - WF Revolving Fund	46937	TEC06 - TECH HEROES, INC.	08/14/2024	08/2024	2,763.00	
revfund - WF Revolving Fund	46938	TMO00 - T-MOBILE USA INC.	08/14/2024	08/2024	854.74	
revfund - WF Revolving Fund	46939	aest001 - Estrada	08/26/2024	08/2024	189.00	
revfund - WF Revolving Fund	46940	larry - Perez	08/26/2024	08/2024	189.00	
revfund - WF Revolving Fund	46941	llop001 - Lopez	08/26/2024	08/2024	189.00	
					446,664.85	



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: September 11, 2024

AGENDA ITEM: B-3

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Jared Knittel, Housing Programs Compliance
Manager

DATE: September 3, 2024

SUBJECT: Resolution #1299 of the Housing Authority of the City of Madera to Consider Approving Schedule of Accounts Chargeable to Collection Losses for the Public Housing Program.

EXECUTIVE SUMMARY:

The purpose of this memo is to request the Board of Commissioner to consider a resolution approving the schedule of accounts chargeable to collection losses for the Public Housing programs.

Write off account for the Public Housing program in the amount of \$4,286.24.

RECOMMENDATION:

Staff recommends the Board to Adopt the attached Resolution approving the write off amount of \$4,286.24 for the Public Housing Program.

FISCAL IMPACT:

The fiscal impact will be \$4,286.24 in uncollectable losses.



RESOLUTION NO. 1299

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO
CONSIDERATION OF APPROVAL OF SCHEDULE OF ACCOUNTS CHARGEABLE TO
COLLECTION LOSSES FOR PUBLIC HOUSING (WRITE OFFS)**

A. **WHEREAS**, the Board of Commissioners of the Housing Authority of the City of Madera (“Housing Authority”) has not approved the schedule of accounts chargeable to collection losses for Public Housing (write offs); and

B. **WHEREAS**, the Board of Commissioners has revised the schedule of accounts chargeable to collection losses for public housing (write offs).

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

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

2. Approval of the Schedule of Accounts Chargeable to Collection Losses for Public Housing (write offs). The Housing Authority’s Board of Commissioners, having considered the above request for resolution, herein approves the schedule of accounts chargeable to collection losses for Public Housing (write offs).

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 11th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Executive Director
Blanca Mendoza-Navarro

Giselle Flores, Clerk for the Housing Authority of the City of Madera herein attests or certifies, as a witness to a board meeting held on September 11th, 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 Assistant

Approved as to Legal Form:

Emilio J. Huerta, Legal Counsel

HOUSING AUTHORITY OF THE CITY OF MADERA
SCHEDULE OF ACCOUNTS CHARGEABLE TO COLLECTION LOSSES
PUBLIC HOUSING PROGRAM
QUARTER ENDING SEPTEMBER 2024

Unit	File ID	Comments	Source of Income*	Monthly Rent	Date Leased	Date Vacated	Account Analysis			Write Off Amount
							Balance owed	Vacate Charges	Security Deposit/Credits	
48	PER0013	04/03/2024 - Family provided notice to vacate. 05/02/2024 - Family vacated unit. 05/06/24 - Move out statement mailed to last known address. As of 09/03/2024 no payment has been made towards the account. Checked with finance, no payments have been made. File will be forwarded to Medvetta.	WAGES	\$ 517.00	8/28/17	5/2/24	\$ 678.00	\$ 520.24	\$ 500.00	\$ 698.24
186	CHA0008	09/07/2023 - Family provided notice to vacate. 09/25/2023 - Family vacated unit. 09/26/2023- Move out statement was mailed to last known address. 03/14/24 - Notice was sent regarding nonpayment of balance. As of 09/03/2024 no payment has been made towards the account. Checked with finance, no payments have been made. File will be forwarded to Medvetta.	WAGES	\$ 1,308.00	11/23/15	09/25/23	\$ 3,004.40	\$ 1,083.60	\$ 500.00	\$ 3,588.00
						TOTALS	\$ 3,682.40	\$ 1,603.84	\$ 1,000.00	\$ 4,286.24

EXECUTIVE DIRECTOR'S CERTIFICATION: I hereby certify that the account balances listed herein truly represent current indebtedness to the Authority and that all reasonable efforts for collection, including appropriate legal action, have been unsuccessfully exercised.

BOARD OF COMMISSIONER'S ACTION: Authorization to write off uncollected account balances indicated herein is granted under Resolution No. _____, dated _____, with the following exceptions: Item Nos. _____.

Blanca Mendoza-Navarro, Executive Director

Date

Blanca Mendoza-Navarro, Executive Director

Date

TANF = Temporary Assistance for Needy Families

SSI = Supplemental Security Income

CH= Child Support

UIB = Unemployment Benefit

SS = Social Security

Vets Dis. = Disability

Wages = Employment



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: September 11, 2024

AGENDA ITEM: B-4

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Jared Knittel, Housing Programs Compliance
Manager

DATE: September 3, 2024

SUBJECT: Resolution #1300 of the Housing Authority of the City of Madera to Consider Approving Schedule of Accounts Chargeable to Collection Losses for the Farm Labor Program.

EXECUTIVE SUMMARY:

The purpose of this memo is to request the Board of Commissioner to consider a resolution approving the schedule of accounts chargeable to collection losses for the Farm Labor program.

Write off account for the Farm Labor program in the amount of \$567.12.

RECOMMENDATION:

Staff recommends the Board to Adopt the attached Resolution approving the write off amount of \$567.12 for the Farm Labor Program.

FISCAL IMPACT:

The fiscal impact will be \$567.12 in uncollectable losses.



RESOLUTION NO. 1300

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO
CONSIDERATION OF APPROVAL OF SCHEDULE OF ACCOUNTS CHARGEABLE TO
COLLECTION LOSSES FOR FARM LABOR (WRITE OFFS)**

A. **WHEREAS**, the Board of Commissioners of the Housing Authority of the City of Madera (“Housing Authority”) has not approved the schedule of accounts chargeable to collection losses for Farm Labor (write offs); and

B. **WHEREAS**, the Board of Commissioners has revised the schedule of accounts chargeable to collection losses for Farm Labor (write offs).

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

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

2. Approval of the Schedule of Accounts Chargeable to Collection Losses for Farm Labor (write offs). The Housing Authority’s Board of Commissioners, having considered the above request for resolution, herein approves the schedule of accounts chargeable to collection losses for Farm Labor (write offs).

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 11th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Chairperson Elsa Mejia

Executive Director
Blanca Mendoza-Navarro

Giselle Flores, Clerk for the Housing Authority of the City of Madera herein attests or certifies, as a witness to a board meeting held on September 11th, 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 Assistant

Approved as to Legal Form:

Emilio J. Huerta, Legal Counsel

HOUSING AUTHORITY OF THE CITY OF MADERA
SCHEDULE OF ACCOUNTS CHARGEABLE TO COLLECTION LOSSES
FARM LABOR PROGRAM
QUARTER ENDING SEPTEMBER 2024

Unit	File ID	Comments	Source of Income*	Monthly Rent	Date Leased	Date Vacated	Account Analysis			Write Off Amount
							Balance owed	Vacate Charges	Security Deposit/Credits	
89	t0000155	09/1/2022 - Notice for termination of tenancy was posted. 09/13/2022 - Family vacated unit. 09/13/22 - Move out statement mailed to last known address. As of 09/03/2024 no payment has been made towards the account. Checked with finance, no payments have been made. File will be forwarded to Medvetta.	WAGES	\$ 230.00	10/29/20	9/13/22	\$ 834.00	\$ 518.72	\$ 785.60	\$ 567.12
						TOTALS	\$ 834.00	\$ 518.72	\$ 785.60	\$ 567.12

EXECUTIVE DIRECTOR'S CERTIFICATION: I hereby certify that the account balances listed herein truly represent current indebtedness to the Authority and that all reasonable efforts for collection, including appropriate legal action, have been unsuccessfully exercised.

BOARD OF COMMISSIONER'S ACTION: Authorization to write off uncollected account balances indicated herein is granted under Resolution No. _____, dated _____, with the following exceptions: Item Nos._____.

Blanca Mendoza-Navarro, Executive Director

Date

Blanca Mendoza-Navarro, Executive Director

Date

TANF = Temporary Assistance for Needy Families

SSI = Supplemental Security Income

CH= Child Support

UIB = Unemployment Benefit

SS = Social Security

Vets Dis. = Disability

Wages = Employment



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: September 11, 2024

AGENDA ITEM: B-5

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Blanca Mendoza-Navarro

DATE: September 5, 2024

SUBJECT: Resolution #1301 of the Housing Authority of the City of Madera to Consider Approving to Renew Lease/First Amendment with Community Action Partnership Of Madera County (CAPMC) for Pomona Ranch Daycare

EXECUTIVE SUMMARY:

The purpose of this memo is for the Board of Commissioners to consider approval of the bi-annual renewal of the lease agreement for Pomona Ranch Migrant childcare center between the Housing Authority of the City of Madera (HACM) and the Community Action Partnership of Madera County (CAPMC). The lease rate will remain at \$400.00 per month. The location is 11777 Woodward Way in Madera. This program is primarily used to service the Migrant Farm Workers residing at the Pomona Ranch Housing Center during the seasonal occupancy which typically runs from July 1 through mid-December.

During the February 14, 2024, Board meeting, Staff provided an informational memo describing the partnership between HACM and CAPMC for all three childcare centers, Pomona Ranch, 131 Mace, and 800 Lilly. The Pomona Ranch Migrant childcare center is used as a childcare center for migrant farm workers residing at the Pomona Ranch Migrant Housing Center. The center's kitchen is used to prepare meals for childcare at Pomona Ranch, Mace, and Lilly year-round and provide services for the Pomona Ranch families during the open season.

RECOMMENDATION:

The Board of Commissioners Adopt the attached Resolution Approving the Community Action Partnership of Madera County Child Care Facilities Lease Agreements

FISCAL IMPACT:

\$4,800 Annual Rental Income



RESOLUTION NO. 1301

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CHILD-CARE FACILITY
LEASE AGREEMENTS WITH THE COMMUNITY ACTION PARTNERSHIP OF
MADERA COUNTY (POMONA RANCH)**

A. **WHEREAS**, the mission of the Housing Authority of the City of Madera (the “Housing Authority”), is provide safe, clean, affordable housing to low-income residents of the City of Madera, thereby improving their quality of life;

B. **WHEREAS**, as part of its mission, the Housing Authority believes that the quality of life of tenants residing in or near its properties, would be enhanced by also leasing its properties to nonprofit organizations providing childcare services to it tenants and other low-income families; and

C. **WHEREAS**, the Community Action Partnership of Madera County operates one or more child-care facilities and is willing to enter into a one (1) year lease with the Housing Authority to provide child-care services at the Housing Authority’s property located at Pomona Ranch, 11777 Woodward Way, Madera, CA 93637;

D. **WHEREAS**, the Executive Director of the Housing Authority is of the good faith opinion that entering into each of these leases with the Community Action Partnership of Madera County would be beneficial to the Housing Authority and in furtherance of its corporate mission.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Grant of Authority to Enter Renew the Bi-Annual Renewal of the Lease Agreement with the Community Action Partnership of Madera County at Pomona Ranch. The Housing Authority’s Board of Commissioners has considered and herein authorizes the Housing Authority’s Executive Director to execute a 1-year lease agreement with the Community Action Partnership of Madera County to operate a child-care center at the Housing Authority’s property located at Pomona Ranch, 11777 Woodward Way, Madera CA 93637;

Section 5. 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 11th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Executive Director
Blanca Mendoza-Navarro

Giselle Flores, Clerk for the Housing Authority of the City of Madera herein attests or certifies, as a witness to a board meeting held on September 11th, 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 Assistant

Approved as to Legal Form:

Emilio J. Huerta, Legal Counsel

LEASE AGREEMENT

This Agreement is made and entered into this _____ day of _____ by and between the HOUSING AUTHORITY OF THE CITY OF MADERA, a political subdivision, the owner of the herein below described parcel of land (the "Lessor") and COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, (the "Lessee").

RECITALS

- A. The Lessor is the Owner of a parcel of land located 11777 Woodward Way in the City of Madera, California. (the "Premises")
- B. The Lessee desires to use the Premises for the purposes of operating a migrant childcare center.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual obligations agrees to by the parties as listed herein, the Lessor and Lessee agree as follows:

1. **Rental of Property.** Lessor leases to Lessee, and Lessee leases from Lessor the Premises located at 11777 Woodward Way in the City of Madera, California. Such lease includes Premises and the improvements, building, parking lot and grounds located thereon.
2. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing on August September 11, 2024, and ending on September 30, 2025.
 - 2.1 Notwithstanding the provisions of this paragraph or paragraph 2 of this Agreement, if Lessee breaches any of the terms of this Agreement, the Lessor shall, upon notice of such breach, be entitled to take possession of the Property upon thirty (30) days written notice to Lessee outlining the nature of the breach and request the Lessee to vacate the Property unless Lessee cures such breach within fifteen (15) days of written notification to the satisfaction of Lessor.
3. **Lease Rate.** The lease rate shall be Four Hundred Dollars and 00/100 dollars (\$400.00) per month.
4. **Warranty of Title.** Lessor represents and warrants that:
 - a. Lessor is the sole owner in fee simple of the Premises and has full right and power to grant the estate demised and to execute and perform this Lease;
 - b. The Premises will remain free and clear of all encumbrances, which could adversely affect Lessee's leasehold estate; and
5. **Services.** Lessee shall pay and keep current all charges for water, sewer, refuse, disposal and storm drainage.
6. **Utility Bills.** Lessee shall pay and keep current all utility bills and expenses including, but not limited to gas, electric and telephone services.
7. **Possessory Interest Tax.** As described in section 23, Lessee shall pay all possessory interest tax charges, if any, assessed by Madera County.
8. **Insurance.**
 - 8.1 Lessee shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Lessee's operation and use of leased premises. The cost of such insurance shall be borne by the Lessee.

8.2 Minimum Scope of Insurance—Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- b. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for lessees with employees).
- c. Property insurance against all risks of loss to any tenant improvements or betterments.

8.3 Minimum Limits of Insurance—Lessee shall maintain limits no less than:

- a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- c. Property Insurance: Full replacement cost with no coinsurance penalty provision.

8.4 Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Lessor guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8.5 Other Insurance Provisions – The general liability policy is to contain, or be endorsed to contain, the following provisions:

- a. The Lessor, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Lessee.
- b. The Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Lessor.

8.6 Acceptability of Insurers – Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

8.7 Verification of Coverage – Lessee shall furnish the Lessor with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Lessor or on other than the Lessor's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Lessor before tenancy commences. The Lessor reserves the right to complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Lessee shall maintain coverage against loss or damage to the Premises and improvements located on the parcel being leased (including personal property or trade fixtures of Lessee) against all perils included within the classification of fire extended coverage, vandalism, malicious mischief and special extended perils.

9. **Use.** During the term of this Lease, and any renewal hereof, Lessee shall use the Premises as a migrant child care center. Lessee shall not commit or permit any act or acts in or on the Premises or use the Premises or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Premises or any part thereof.
10. **Quiet Enjoyment.** Lessor covenants and agrees that so long as Lessee observes and performs all the agreements and covenants required of it hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the Term without any encumbrances or hindrance by Lessor.
11. **Repairs, Maintenance and Utilities.**
- a. Exterior of Premises. Lessee shall provide for day to day maintenance of the Premises. Day to day maintenance includes keeping the premises clean and in good repair and free from any hazards or nuisances.
 - b. Lessee shall provide, perform and pay for day-to-day maintenance, repair of the interior of the Premises, including janitorial services. The Lessee shall pay the total cost of its telephone and communication services, and all utility services, including water, sewer, disposal, gas and electricity.
12. **Alterations and Improvements.**
- Lessee shall have the right to make alterations and improvements to the Premises subject to the following terms and conditions:
- a. No alterations or improvements made by Lessee shall in any way impair the structural stability of the Premises or diminish the value of the property;
 - b. Any and all alterations or improvements shall be first approved in writing by the Lessor, but said approval shall not be unreasonably withheld by Lessor;
 - c. Lessee shall keep every part of the Premises free and clear of any mechanics' or materialmans' liens arising out of the construction of any such alterations or improvements;
 - d. All alterations and improvements made to the Premises shall become the property of the Lessor and shall remain on and be surrendered with the Premises at the expiration of the Lease or sooner with the termination of this Lease or any renewal or extension of this Lease.
 - e. Lessee's personal property and its trade fixtures including equipment and furnishings shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Premises caused by Lessee's removal of its personal property, trade fixtures or equipment, but Lessee shall have no obligation to remove such items from the Premises at any time.
13. **Mechanics' Liens.** The Lessor and Lessee agree to keep the Premises free from any and all claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees, agents or contractors, furnish labor or materials to or for the benefit of the Premises; and Lessor and Lessee further agree to hold each other harmless from any and all such claims.

14. **Indemnification.** Lessee shall indemnify and hold harmless Lessor and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the Lessee's use or occupancy of the Premises, caused in whole or in part by any negligent act or omission of the Lessee, anyone directly or indirectly employed by volunteer of the Lessee or anyone for whose acts Lessee may be liable, except where caused by the sole negligence, or willful misconduct of the Lessor.
15. **Property Maintenance.** Lessee shall during the term Lessee is in possession of the Premises maintain the Premises in a good, clean, and safe condition. Lessee acknowledges that the Premises are being leased with certain furnishings. Lessee agrees to maintain said furnishings in a good, clean and safe condition.
16. **Subletting or Assignment.** Lessee shall not sublet any portion of said Premises nor assign this Agreement without prior written consent of Lessor.
17. **Waiver of Subrogation.** Lessee and all parties claiming under or through Lessee hereby release and discharge Lessor, any other tenants or occupants of the Premises, and the officers, employees, agents, representatives, customers and business visitors of Lessor or such other tenants or occupants from all claims, losses and liabilities arising from or caused by any hazard covered by insurance on or in connection with the Premises, even if caused by the fault or negligence of a released party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
18. **Inspection.** Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of investigating the same to determine whether Lessee is complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises under this Agreement.
19. **Termination.** Either party may terminate the lease and this Agreement with or without cause after six (6) months' prior written notice thereof provided to the other party.
20. **Notices.** Any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

Lessee:

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

Lessor:

Housing Authority of the
City of Madera
205 N. G Street
Madera, CA 93637
Attn: Executive Director

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this section 20.

21. **Use of Premises.** The Lessee shall not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any way that:
- (a) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Premises thereon. During the term of this lease and any renewals hereof, Lessee shall promptly execute and comply with all Federal, State County, and State statutes, ordinances, regulations, laws, or other requirements applicable to the occupancy of the Premises.
 - (b) Constitutes the commission of waste on the Premises or the commission or maintenance of a nuisance as defined by the laws of California.
22. **Signs.** Any and all signs or advertisements of any nature extending into, on, or located over the Premises or any portion thereof, shall conform to all City of Madera, California zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by Lessor shall not be unreasonably withheld as to location, graphics type, content, architectural or engineering standards.
23. **Taxes.** The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, including possessory interest taxes, if any assessments, and fees assessed or levied upon Lessee (including Business/Parking Improvement District assessments) of the Premises, or any interest therein, including, but not limited to, the building, structures, fixtures, equipment or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments or fees to become delinquent and as such to become a lien against the Premises or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.
24. **Covenants Against Discrimination.** There shall be no discrimination against or segregation of any person or group of person on account of race, color, creed, national origin, religion, sex, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use occupancy or tenants, lessees. sub-lessees, subtenants or vendees in the Premises herein leased.
25. **Wavier.** The waiver by Lessor of any breach by Lessee of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Lessee either of the same or a different provision of this Lease.

26. **Attorneys' Fees.** If any litigation is commenced between the parties to this Agreement concerning the Property, this Agreement or the rights and duties of either in relation to the Property or this Agreement, the prevailing party in the litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

27. **Surrender.** Lessee agrees to take good care of the Premises and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, or earlier termination as provided herein, in as good condition as at the commencement of this Lease, normal wear and tear, unavoidable accidents and damage by casualty excepted.

If Lessee fails to surrender to Premises upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

28. **Entire Agreement.** All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the lease of the Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the lease of the Premises not expressly set forth in this instrument are null and void.

29. **Miscellaneous.**

29.1 **Attachments, Headings, Terms.** All attachments referred to herein are hereby incorporated by reference into this Lease. The heading and underscoring contained herein are for convenience purposes only and shall not be used to interpret or be deemed to extend or limit the specific sections. The word or words enclosed in quotation marks shall be construed as defined terms for purposes of this Agreement. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Lessor and Lessee.

29.2 **Attorney's Fees.** If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to their reasonable attorney's fees to be paid by losing party as fixed by the court.

29.3 Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

29.4 Relationships of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

29.5 Then venue for any action brought by Lessor or Lessee in connection with this Lease is the County of Madera.

30. **Time is of the Essence.** Time is expressly declared to be of the essence in this Lease.

IN WITNESS THEREOF, the parties execute this Agreement on the date first above written:

Lessor:

**HOUSING AUTHORITY OF
THE CITY OF MADERA**

Elsa Mejia, Chairperson

LESSEE:

**COMMUNITY ACTION PARTNERSHIP
OF MADERA COUNTY**

Mattie Mendez, Executive Director

ATTEST:

Blanca Mendoza-Navarro, Executive Director

Approved as to Legal Form:

BY: _____
Emilio Huerta, General Legal Counsel



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: September 11, 2024

AGENDA ITEM: B-6

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Blanca Mendoza-Navarro, Executive Director

DATE: September 8, 2024

SUBJECT: Resolution #1302 of the Housing Authority of the City of Madera to consider approving the First Amendment to the Law Enforcement Services Agreement between the City of Madera and the Housing Authority of the City of Madera.

EXECUTIVE SUMMARY:

The purpose of this memo is to request approval from the Board of Commissioners of the First Amendment to the Law Enforcement Services Agreement between the City of Madera and the Housing Authority of the City of Madera.

The Housing Authority of the City of Madera (HACM) and the City of Madera (City) entered into a Law Enforcement Services Agreement (Agreement) for three (3) years commencing on July 1, 2021, for the purposes of the City providing an officer assigned to HACM to provide services such as running background checks for initial eligibility to all of the Housing Programs, i.e. Public Housing, Farm Labor, and Housing Choice Voucher. The officer also provides call for services reports and follow up with needed investigations with regards to HACM properties and/or participants.

HACM and the City wish to continue with the law enforcement services and have worked with the City to agree to an extension to the current contract which expired on June 30, 2024. The amendment was recommended to extend through September 30, 2024. This date will allow for the new contract to align with HACM's fiscal year. The attached Agreement was approved by the City of Madera's City Council on or about August 21, 2024. HACM staff is working with the City to complete the new Agreement which is set to be effective October 1, 2024. The current agreement will continue at the same annual rate from July 2024 through September 2024.

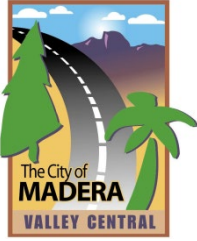
RECOMMENDATION:

Staff recommends the Board of Commissioners to approve the term extension through September 2024. The rate will remain at the annual rate.

FISCAL IMPACT:

The fiscal impact will be the prorated amount of \$95,000 for July 2024 – September 2024.





REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police

Council Meeting of: August 21, 2024

Agenda Number: _____

Arnoldo Rodriguez, City Manager

SUBJECT:

First Amendment to the Law Enforcement Services Agreement between the Housing Authority of the City of Madera and the City of Madera

RECOMMENDATION:

Adopt a Resolution approving the First Amendment to the Law Enforcement Services Agreement with the Housing Authority of the City of Madera for a Contract Year extension through September 30, 2024

SUMMARY:

The Housing Authority of the City of Madera (Authority) and the City of Madera (City) entered into a Law Enforcement Services Agreement (Agreement) on July 1, 2021, for the purposes of the City providing an assigned officer to the Authority. The Authority has expressed interest to renew the Agreement for additional contract years. However, the termination date of June 30, 2024, has since lapsed due to specific contract details requiring further deliberation. To avoid an impact to the provided services and to allow for additional time to confer, staff recommends an extension of the current Agreement terms through September 30, 2024.

DISCUSSION:

The City and the Authority currently have an Agreement in which the City assigns one (1) sworn Police Officer to the Authority to provide law enforcement services at public housing communities within the Authority's jurisdiction. The Authority annually reimburses the City \$95,000 to cover a portion of the salary and benefits of the assigned officer. The current Agreement expired on June 30, 2024; however, the Authority has expressed interest in renewing the Agreement. Prolonged negotiations have made it a challenge to renew the Agreement prior to the expiration date. Regardless, both parties are negotiating a long-term agreement in good faith.

FINANCIAL IMPACT:

Under the current Agreement, reimbursement is set at a fixed annual rate of \$95,000. With the contract extension of three months, the City will receive reimbursement at the prior rate for those three months. This rate does not cover the actual cost of the assigned officer's salary and benefits, causing an approximate shortfall of \$11,750. Currently, the General Fund covers the assigned officer's salary and benefit costs beyond the \$95,000 reimbursement rate. Staff anticipated this shortfall and have budgeted appropriately.

ALTERNATIVES:

Council may choose to reject the term extension which would remove the Authority's assigned officer until a new agreement is executed. Furthermore, Council may request additional information.

ATTACHMENTS:

1. Resolution amending existing agreement with the Authority
2. First Amendment
3. Exhibit A: Agreement between the Authority and the City

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
THE FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT
WITH THE HOUSING AUTHORITY OF THE CITY OF MADERA FOR A CONTRACT
YEAR EXTENSION THROUGH SEPTEMBER 30, 2024**

WHEREAS, The Housing Authority of the City of Madera (Authority) sought law enforcement services for public housing communities within the Authority's jurisdiction; and

WHEREAS, On July 1, 2021, the City entered an agreement with the Authority to provide law enforcement services to the Authority; and

WHEREAS, the agreement spanned over three contract years and expired on June 30, 2024; and

WHEREAS, the parties wish to extend the term of the agreement through September 30, 2024; and

WHEREAS, the City and the Authority have drafted an Amendment to the Law Enforcement Services Agreement that is in the best interest of both parties.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines, and orders as follows:

1. The above recitals are true and correct.
2. The First Amendment to Law Enforcement Services Agreement with the Authority, a copy of which is attached hereto as Exhibit A, is approved.
3. The City Manager is authorized to execute the First Amendment.
4. This resolution is effective immediately upon adoption.

* * * * *

FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF MADERA AND THE CITY OF MADERA, CALIFORNIA

This FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT ("First Amendment") is made and entered into effective on July 1, 2024, ("Effective Date"), by and between the Housing Authority of the City of Madera, an independent public agency ("Authority") and the City of Madera, a California municipal corporation ("City").

RECITALS

A. City and Authority entered into that certain Law Enforcement Services Agreement ("Agreement") dated July 1, 2021, for the purpose of having the City provide law enforcement services to the Authority; and

B. The parties now desire to amend the Agreement, as set forth below, to extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Amendment to Section B: Section B of the Agreement is amended to read as follows:

B This Agreement shall be effective after being adopted by the Board of the Commissioners of the Housing Authority of the City of Madera and the Madera City Council and executed by the City and Authority. The Contract Term shall be July 1, 2021, to September 30, 2024, comprised of three one-year periods of July 1 to June 30 plus an additional 90 days extension added to the last Contract Year. Each one-year period is also referenced as "Contract Year" under this Agreement.

3. Reaffirmation of the Agreement. Except as amended by this First Amendment, the Agreement shall remain unchanged and is hereby reaffirmed, ratified and confirmed in its entirety. If there is any conflict, inconsistency or ambiguity between the Agreement and this First Amendment, then this First Amendment shall govern and control.

4. Entire Agreement. The Agreement, as amended by this First Amendment, constitutes the entire agreement and supersedes any prior written or oral agreements among

the parties with respect to the specific matters addressed herein.

IN WITNESS WHEREOF, the parties have executed this First Amendment at Madera, California, the day and year first above written.

CITY OF MADERA

HOUSING AUTHORITY:

By: _____
Arnoldo Rodriguez
City Manager

By: _____
Blanca Mendoza-Navarro
Executive Director

APPROVED AS TO FORM

Shannon Chaffin
City Attorney

Attachment:

1. Exhibit A: Agreement

EXHIBIT A

**LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF MADERA AND THE CITY OF MADERA**

A. Parties

This Agreement is entered into by the City of Madera, (hereinafter referred to as "City"), and the Housing Authority of the City of Madera, (hereinafter referred to as "Authority"). The City and Authority are collectively referred to as the "Parties".

B. Term of Agreement

This Agreement shall be effective after being adopted by the Board of the Commissioners of the Housing Authority of the City of Madera and the Madera City Council and executed by the City and Authority. The Contract Term shall be July 1, 2021, to June 30, 2024, comprised of three one-year periods of July 1 to June 30. Each one year period is also referenced as "Contract Year" under this Agreement

C. Provision of Law Enforcement Services

1. Assignment of Designated Officer to Authority. The City agrees to assign one (1) police officer (hereafter "Assigned Officer") to provide law enforcement services to the Authority for the Contract Term. City agrees that the services rendered by the Assigned Officer under this contract are in addition to baseline police services provided through City's normal service delivery. City agrees it will not reduce its base-line level of police services to Authority's public housing developments.
2. Selection of Assigned Officers. The Parties agree to work cooperatively to select an appropriate officer to fulfill the duties set forth in this Agreement. The Parties agree that the City Police Chief shall retain final authority for the selection of the Assigned Officer to perform under this Agreement, after reasonably appropriate consultation with the Authority. The Parties further agree that the Authority shall be able to request the replacement of any Assigned Officer. Such a request shall be made by the Authority Executive Director. The City Police Chief shall honor any such request from the Authority to replace the Assigned Officer at the earliest opportunity.
3. Duties and Responsibilities. Duties and responsibilities of the Assigned Officers shall include, but not be limited to, the following:
 - a. Prevention and deterrence of criminal activity on and/or near public housing properties;
 - b. Investigation of criminal offenses occurring, in

- c. Provision of technical and informational assistance to Authority and related community agencies and personnel;
 - d. Enforcement of Authority rules and regulations;
 - e. Reporting relevant contacts with tenants, unauthorized visitors, staff and community members to the Authority on a regular basis; and
 - f. Other law enforcement and public relations duties as reasonably appropriate.
4. Direction and Supervision by Authority. The Assigned Officer shall receive only general direction from the Authority Executive Director, or his/her designee, including assignment for coverage of specific Authority property, functions, or specific housing sites, at specific times, at any site within the Authority's jurisdiction.
5. Assigned Officer's Schedule. The Parties agree to work cooperatively to create and maintain a schedule of work hours for the Assigned Officer.
- a. Adjustments or modifications to an Assigned Officer's schedule which are necessary to carry out or accommodate various assignments shall be made in advance by at least five (5) business days, with agreement from both the Authority and City Police Commander not unreasonably withheld.
6. Absence
- a. Short Duration Absence. It is understood that the City will not provide a substitute officer (hereinafter "Substitute Officer") in the event of a short duration absence of an Assigned Officer resulting from routine training, illness, vacation and other authorized leave. For purposes of this section, a "short duration absence" shall be defined as leave for four (4) or less consecutive days. The Authority is obligated to compensate the City as provided in Section D during absences of a short duration. The Assigned Officer shall provide the Authority with sufficient notice of a short duration absence in order to facilitate Authority activities.
 - b. Extended Duration Absence. In the event of an extended duration absence, the City shall provide a Substitute Officer to fulfill the Assigned Officer's duties contemplated by this Agreement for the period of time that the Assigned Officer is unavailable. In the event that sufficient personnel do not permit this assignment, the Authority shall not be obligated to compensate the City as otherwise provided in Section D. For purposes of this Agreement, "extended duration absence" shall be

defined as leave greater than four (4) consecutive days during. The City will not provide a Substitute Officer to cover the Assigned Officer's vacation and compensatory time off which extends past the four (4) consecutive days. The Assigned Officer shall provide the Authority with sufficient notice of an extended duration absence.

- c. Officer Use for Training, Mutual Aide Requirements, and Extraordinary Situations and Emergencies. The District recognizes that the Assigned Officer may occasionally be away from his or her regular assignment due to training requirements or to fulfill law enforcement mutual aide requirements, including for extraordinary situations and emergencies. The Parties agree that the City shall retain the ability to use the services of the Assigned Officer at the Authority's expense to fulfill these law enforcement mutual aide requirements, for extraordinary situations and emergencies, and for other than normal and routine duties requested by and associated with Authority business.
7. Compliance with Law and Policies. In all circumstances, the Assigned Officer and any Substitute Officer shall follow all applicable federal, state, and local legal requirements, as well as the policies and procedures of the City and City of Madera Police Department.
8. Conditions of Employment. Except as specifically included in this Agreement, the City retains full authority and responsibility for conditions of employment, including but not limited to appropriate disposition of citizen complaints, disciplinary actions and evaluation of performance and agreement of schedules to be worked. All public complaints of inappropriate Assigned Officer or Substitute Officer conduct and behavior shall be referred directly to the City Police Commander.
9. Authority Evaluation of Assigned Officer's Performance. Notwithstanding Paragraph 8 above, the Authority shall provide the City Police Commander with its own written evaluation of an Assigned Officer's performance prior to the conclusion of each contract term. The Authority shall also immediately report to the City Police Commander any behavior or conduct by an Assigned Officer that appears to violate the terms and conditions, or the spirit and intent, of this Agreement.
10. Use of Additional Officers. In some instances, the Authority may require one or more additional officer(s) (hereinafter "Additional Officer"), in addition to the Assigned Officers for planned events and/or activities associated with other Authority services or events ("Events"). The Parties understand that, should such Events arise, the Authority shall request the support of an Additional Officer or

Officers from the City in a timely manner. The City will provide the Additional Officer(s) so long as such personnel is available at the time of the request. The Authority agrees to compensate the City in accordance with the provisions outlined in Section D (I) (c) of this Agreement.

D. Compensation and Payment of Costs

1. Payment to City for Costs Associated with Provision of Law Enforcement Services to the Authority. Pursuant to this Agreement, the Authority shall pay the City for the following costs associated with the provision of law enforcement services during the Term and each subsequent Contract Term, unless modified in writing and agreed to by both the City and Authority:
 - a. Salary and Benefits. The Authority shall pay the City for the Assigned Officer's actual salary and benefits provided by the City to the Assigned Officer as provided by law or through any applicable labor agreement. The total cost to the Authority for the actual salary and benefits of the Assigned Officer for the Term shall be Ninety Five Thousand Dollars (\$95,000.00) for each Contract Year.
 - b. The Parties agree that such overtime shall consistent with all provisions existing at the time of overtime earnings which in the Memorandum of Understanding between the City and Madera Police Officers' Association. Overtime hours accrued but not paid to the Assigned Officer shall be reimbursed by the Authority at such time as the Assigned Officer takes the accrued time as compensation.
 - c. Overtime for Additional Officers. The Authority shall pay one hundred percent (100%) of all overtime for Additional Officers, as defined in Section C (10) of this Agreement. Overtime shall be paid consistent with all provisions existing at the time of overtime earnings which are incorporated in the Memorandum of Understanding between the City and Madera Police Officers' Association. Overtime hours accrued but not paid to an Additional Officer shall be reimbursed by the Authority at such time as that Additional Officer takes the accrued time as compensation.
2. Accounting of Costs. The City shall provide the Authority with an accounting of all costs contemplated in Paragraphs D (I) (a)-(c) when assessed, and on a monthly basis. The Authority agrees to pay the City for the costs set forth in Paragraphs D (I) (a)-(c) on a monthly basis and in accordance with its standard billing and payment procedures.
3. Liability for Additional Costs. The Authority shall not be liable for any expenses or costs incurred by the City except as specifically provided for in this Agreement,

unless prior approval for such expenditure(s) is obtained, in writing, from the Authority Executive Director. Similarly, the City shall not be liable for any expenses or costs incurred by the Authority and not specifically set forth in this Agreement, unless prior approval for such expenditure(s) is obtained, in writing, from the City Police Chief.

E. Independent Contractor Status

The Parties to this Agreement expressly agree that this Agreement is intended to be an Agreement by and between the Authority and the City as independent contractors and consequently shall not be construed to create any relationship of employer-employee, agent, servant, partnership, joint venture or any other association between or among the Authority and the City. Any and all officers performing under this Agreement shall, at all times, exclusively be considered employees of the City. The law enforcement services to be performed by all City officers under this Agreement, including the standards of performance, discipline and control thereof, shall also be the sole responsibility of the City, which shall ensure that its officers provided under this Agreement observe and follow all applicable rules, regulations, policies, practices and standards while performing law enforcement services under this Agreement. All officers performing services under this Agreement shall receive administrative directions and technical support from the City Police Department.

F. Indemnity and Hold Harmless

Indemnity. The Authority shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the active negligence by City Personnel, or the gross or willful misconduct of City Personnel.

The City shall indemnify, defend, and hold harmless the Authority, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by City Personnel or the gross or willful misconduct of the City Personnel during the performance of work hereunder.

If the Authority rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or was immune from liability, the Authority shall reimburse the City and/or

City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by the Authority.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intends to waive any immunities to which they would be entitled in the absence of the Agreement.

G. Insurance

It is understood and agreed that City and Authority maintain insurance policies or self-insurance programs to fund their respective liabilities.

H. Suspension or Termination of Contract

Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving sixty (60) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to Authority in accordance with Section C of this Agreement on or before the effective date of suspension or termination.

No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement. Any funds advanced by Authority in excess of operating costs as defined in Section D (2) shall be refunded by City.

I. Integration of Prior Terms and Conditions

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

J. Execution of Final Agreement

This Agreement, once fully executed by the Chairperson of the Board and the City Mayor as evidenced by the signatures below, shall supersede any and all prior discussions, negotiations, agreements and/or understandings whether oral, or in writing, as to the provision of law enforcement services by the City to the Authority.

K. Invalidity; Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Signature in Counterparts

This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have by their dully authorized representatives executed this Agreement as follows:



Santos Garcia, City of Madera Mayor

08/05/21

Date



Steve Montes, Board of Directors HACM Chairperson

07/08/21

Date



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: September 11 2024

AGENDA ITEM: C-1

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Blanca Mendoza-Navarro, Executive Director

DATE: September 6, 2024

SUBJECT: Resolution #1293 of the Housing Authority of the City of Madera, Consideration of Approval of the By Laws.

EXECUTIVE SUMMARY:

The purpose of this memo is to request approval from the Board of Commissioners of the final draft of the By Laws of the Housing Authority of the City of Madera.

During the August Board meeting, the Board of Commissioners requested a redline copy of the By Laws to be able to identify clearly what changes were made to the new By Laws. Staff and Legal Counsel explained that the By Laws asking to be adopted are 90% new language. Staff along with the Ad Hoc By Laws Committee and Legal Counsel have been working on updating the By Laws for HACM.

Staff has provided a final draft along with the original retyped version and redlined version showing the new language in green text, original language in red text and no change in language in black text. areas identify either current language (red text) or new language. Staff is seeking approval of updated language and adoption of the HACM final draft By Laws.

RECOMMENDATION:

Staff recommends the Board of Commissioners to approve the updated By Laws for the Housing Authority of the City of Madera. Staff recommends the selection of a new Chair and Vice Chair for the new term be held at the annual meeting in January 2025.

FISCAL IMPACT:

There is no Fiscal Impact



RESOLUTION NO. 1293

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA APPROVING AMENDED HOUSING AUTHORITY BYLAWS

RECITALS

A. **WHEREAS**, the Board of Commissioners of the Housing Authority of the City of Madera (the “Housing Authority”) has not revised its By Laws since their initial adoption;

B. **WHEREAS**, Housing Staff, along with an Ad Hoc By Laws Committee of the Board of Commissioners and Legal Counsel, have been working on updating the Housing Authority By Laws;

C. **WHEREAS**, the Ad Hoc Committee reviewed the original By Laws and incorporated the previous language with the updated needed language;

D. **WHEREAS**, if Board of Commissioners approves the Amended By Laws, then the election process will take place at the Annual Meeting in January 2025; and

E. **WHEREAS**, the Housing Authority staff recommends the Board of Commissioners to approve to adopt the amended By Laws.

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 Amended Bylaws for the Housing Authority of the City of Madera. The Housing Authority’s Board of Commissioners, having considered the above request for a resolution, herein approves the adoption of Amended Bylaws.

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 14th day of August, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Executive Director
Blanca Mendoza-Navarro

I, Giselle Flores, Executive Administrative Assistant to the Executive Director for the Housing Authority of the City of Madera herein attests or certifies, as a witness to a board meeting held on August 14, 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

RESOLUTION NO. 1

RESOLUTION APPROVING AND ADOPTING BY-LAWS OF THE
HOUSING AUTHORITY OF THE CITY OF MADERA

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

1. That those certain by-laws attached hereto entitled "BY-LAWS
OF THE HOUSING AUTHORITY OF THE CITY OF MADERA" labeled "Exhibit A"
be and the same are hereby adopted as by-laws of the Housing Authority
of the City of Madera.

* * * * *

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

ARTICLE I - THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be the "Housing Authority of the City of Madera."

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. Office of Authority. The office of the Authority shall be at the City Hall in the City of Madera, 205 West Fourth Street, Madera, California, or at such place in the City of Madera, California, as the Authority may from time to time designate by resolution.

ARTICLE II - OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice Chairman and a Secretary who shall be Executive Director.

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments made by the Authority. At each meeting the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs and policies of the Authority.

Section 3. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall elect a new Chairman.

Section 4. Secretary. The Secretary shall be the Executive Director of the Authority and, as Executive Director, he shall have general supervision over the administration of its business and affairs, subject to the direction of the Authority. He shall be charged with the management of the housing projects of the Authority.

The Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

He shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. He shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman. He shall keep regular books of accounts showing receipts and expenditures and shall render to the Authority, at each regular meeting (or oftener when requested), an account of his transactions and also of the financial condition of the Authority. He shall give such bond for the faithful performance of his duties as the Authority may determine.

The compensation of the Secretary shall be determined by the Authority provided that if a temporary appointee is selected from among the Commissioners of the Authority he shall serve without compensation (other than the payment of necessary expenses).

Section 5. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 6. Election or Appointment. The Chairman and Vice Chairman shall be elected at the annual meeting of the Authority 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.

The Secretary shall be appointed by the Authority. Any person appointed to fill the office of Secretary, or any vacancy therein, shall have such term as the Authority fixes, but no Commissioner of the Authority shall be eligible to this office except as a temporary appointee.

Section 7. Vacancies. Should the offices of Chairman or Vice Chairman become vacant, the 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 Authority shall appoint a successor as provided in Section 6 of this Article.

Section 8. Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law, as amended, of California and all other laws of the State of California applicable thereto. The selection and compensation of such personnel (including the Secretary) shall be determined by the Authority subject to the laws of the State of California.

ARTICLE III - MEETINGS

Section 1. Annual Meeting. The annual meeting of the Authority shall be held on the third Monday of January at 7 o'clock P.M. at the regular meeting place of the Authority.

Section 2. Regular Meeting. Regular meetings shall be held without notice at such time and place as may from time to time be determined by resolution of the Authority. In the event a day of regular meeting shall be a legal holiday, said meeting shall be held on the next succeeding secular day.

Section 3. Special Meetings. The Chairman of the Authority may, when he deems it expedient, and shall, upon the written request of two Commissioners of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The

call for a special meeting shall be mailed to each Commissioner of the Authority at his business or home address at least forty-eight (48) hours prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the Commissioners of the Authority are present at a special meeting, any and all business may be transacted at such special meeting.

Section 3(a). All of the meetings of the Commissioners shall be open to the public, whether regular or special.

Section 4. Quorum. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. Three Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon a vote of a majority of the Commissioners present.

Section 5. Order of Business. At the regular meetings of the Authority the following shall be the order of business:

1. Roll call.
2. Reading and approval of the minutes of the previous meeting.
3. Bills and communications.
4. Report of the Secretary.
5. Reports of Committees.
6. Unfinished business.
7. New business.
8. Adjournment.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting, except on the election of officers which may be by ballot.

ARTICLE IV - AMENDMENTS

Amendments to By-Laws. The by-laws of the Authority shall be amended only with the approval of at least three of the Commissioners of the Authority at a regular or a special meeting.

* * * * *

The foregoing resolution was duly and regularly passed by the Housing Authority of the City of Madera at ~~a~~ the organization _____ meeting thereof held on the 6th day of January, 1969.

AYES: Commissioners Wells, Barsotti, Lattanzio, and Venturi

NOES: None

ABSENT: Commissioner Stephenson

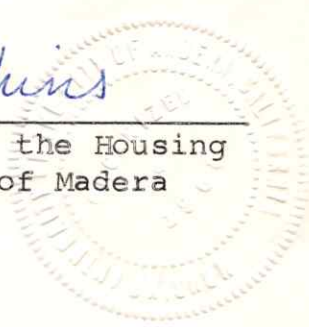
/s/ John W. Wells
Chairman

ATTEST:

/s/ Maria Harkins
~~Temporary~~ Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution No. 1 duly and regularly passed by the Housing Authority of the City of Madera at ~~a~~ the organization _____ meeting thereof held on the 6th day of January, 1969.

Maria Harkins
~~Temporary~~ Secretary of the Housing Authority of the City of Madera



**BY-LAWS OF THE HOUSING AUTHORITY
OF THE
CITY OF MADERA¹**

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be the “Housing Authority of the City of Madera.”

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and its year of organization.

Section 3. Office of Authority². 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.

ARTICLE II – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice-Chairman, and a Secretary, who shall be Executive Director.

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds, and other instruments made by the Authority. At each meeting the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs, and policies of the Authority.

Section 3. Vice-Chairman³. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman, the Vice-chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall elect a new Chairman. **Designated Commissioners as alternates to execute orders and checks when the same cannot be executed by Chairman.**

Section 4. Secretary. The Secretary shall be the Executive Director of the Authority and, as Executive Director, he shall have general supervision over the administration of its business and affairs, subject to the direction of the Authority. He shall be charged with the management of the housing projects of the Authority.

The Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Authority, shall act as secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such

¹ Resolution #1 - Adopted 01/06/1969 – By Laws adopted.

² Resolution #432 – Adopted 12/07/1992 – previous address was 800 East Yosemite Ave

³ Resolution #12 – Adopted 05/18/1970 – added Designated Commissioners as alternates to execute orders and checks when the same cannot be executed by chairman.

purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

He shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. He shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman. He shall keep regular books and accounts showing receipts and expenditures and shall render to the Authority, at each regular meeting (or oftener, when requested), an account of his transactions and also of the financial condition of the Authority. He shall give such bond for the faithful performance of his duties as the Authority may determine.

The compensation of the Secretary shall be determined by the Authority, provided that if a temporary appointee is selected from among the Commissioners of the Authority he shall serve without compensation (other than the payment of the necessary expenses).

Section 5. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 6. Election or Appointment⁴. 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.

⁴ Resolution #615 Adopted 12/13/2000 – Method used when electing Chairperson and Vice-Chairperson

(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 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.

The Secretary shall be appointed by the Authority. Any person appointed to fill the office of the Secretary, or any vacancy therein, shall have such term as the Authority fixes, but no Commissioner of the Authority shall be eligible to this office except as a temporary appointee.

Section 7. Vacancies. Should the offices of the Chairman or Vice Chairman become vacant, the 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 Authority shall appoint a successor as provided in Section 6 of this Article.

Section 8. Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law, as amended, of California and all other laws of the State of California applicable thereto. The selection and compensation of such personnel (including the Secretary) shall be determined by the Authority subject to the laws of the State of California.

ARTICLE III – MEETINGS

Section 1. Annual Meeting⁵. The annual meeting of the Authority shall be held on the **second** Monday of January at **6** o'clock P.M. at the regular meeting place of the Authority.

Section 2. Regular Meeting⁶. Regular meetings shall be held **monthly at 6:00 PM, 2nd Wednesday/month**. **ED shall notify the Chairperson if business demands determine there is no need for a meeting. Chairperson may elect to cancel planned regular meeting for that month.** In the event a day of regular meeting shall be legal holiday, said meeting shall be held on the next succeeding secular day.

Section 3. Special Meetings. The Chairman of the Authority may, when he deems it expedient, and shall, upon the written request of two Commissioners of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting shall be mailed to each Commissioner of the Authority at his business or home address at least twenty-four (24) hours prior to the date of such special

⁵ Resolution #769 – Adopted 01/10/2007 – to meet at 6:00 PM the 2nd Wednesday at regular meeting place. Previous language 3rd Monday in January at 7:00 PM

⁶ Resolution #876 – Adopted 01/13/2010 – Regular meetings shall be held monthly at 6:00 PM 2nd Wednesday/month. ED shall notify the Chairperson if business demands determine there is no need for a meeting. Chairperson may elect to cancel planned regular meeting for that month. Previous language stated without notice at such time and place as may from time to time be determined by resolution of the Authority.

meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the Commissioners of the Authority are present at a special meeting, any and all business may be transacted at such special meeting.

Section 3 (a). All of the meetings of the Commissioners shall be open to the public, whether regular or special.

Section 4. Quorum⁷ The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. **Four** Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all others purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon a vote of a majority of the Commissioners present.

Section 5. Order of Business. At the regular meetings of the Authority the following shall be the order of business;

1. Roll call.
2. Reading and approval of the minutes of the previous meeting.
3. Bills and communications.
4. Report of the Secretary.
5. Reports of Committees.
6. Unfinished business.
7. New business.
8. Adjournment.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting, except on the election of officers which may be by ballot.

⁷ Resolution #952 – Adopted 01/19/2013 – Number of members consisting a quorum and votes required to amend By-Laws, previous was three.

ARTICLE IV – ADMENDMENTS

Amendments to By-Laws. The by-laws of the Authority shall be amended only with the approval of at least three of the commissioners of the Authority at a regular or special meeting.

* * * * *

This is to certify that the above is a true and correct copy of the By-Laws of the Housing Authority of the City of Madera.

This copy is retyped from the original signed by Fergus P. Cambren, Secretary.

The original should be attached to this copy.

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

AS AMENDED ON _____, 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 ("**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 of 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 and 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 - ~~ARTICLE I~~ THE HOUSING AUTHORITY

Section 1. Name of the Housing Authority ~~Name of Authority~~

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

Section 2. Seal of Housing Authority ~~Seal of Authority~~

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

Section 3. Office of Housing Authority ~~Office of Authority~~

The offices ~~office~~ of the Housing Authority ~~Authority~~ shall be at 205 N G Street, Madera, California, or at such a location ~~place~~ in the City of Madera, **State of California** ~~California~~, as the Housing Authority ~~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.

Color Key

Added = Additions

~~Original~~ = Deletions

Black = same in either version

Texts in red italics are from the original version.

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.

ARTICLE III - GENERAL PROVISIONS

Section 1. Bylaws

These Bylaws shall serve to govern the Housing Authority's Board of Commissioners, who shall serve as the governing body for the Housing Authority ("**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. Appointment of Commissioners – Council Members of the City of Madera

Members of the Board of Commissioners shall consist of elected and/or appointed members of the Madera City Council, ~~individual professionals who are residents of the City of Madera, and residents of residential property owned by the Housing Authority~~ ("**Resident Commissioners**").

Section 4. Non-Elected Council Members

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

Section 5. Term of Office

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

Section 6. Eligibility for Continued Membership

All Commissioners must be residents of the City of Madera. Individuals 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.

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 ~~**Section 8. Additional Personnel**~~

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.

~~The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law, as amended, of California and all other laws of the State of California applicable thereto. The selection and compensation of such personnel (including the Secretary) shall be determined by the Authority subject to the laws of the State of California.~~

Section 12. Inquiries and Recommendations

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.

ARTICLE IV - ~~ARTICLE II~~ OFFICERS

Section 1. Officers

The Officers of the Housing Authority shall be the (1) Chair, (2) Vice Chair, and (3) Secretary. ~~a Chairman, a Vice-Chairman, and a Secretary, who shall be Executive Director~~

Section 2. Election Chair and Vice ~~**Election or Appointment**~~¹

The Chair and Vice Chair ~~Chairman and Vice-Chairman~~ shall be elected from the Board of Commissioners ~~at HACM Annual meeting from among the Commissioners of the Authority~~ at the Annual Meeting. Upon election, the Chair and Vice Chair shall immediately assume their offices at the meeting where they are elected. ~~and shall hold office for one year or until their successors are elected and qualified; except that in the first Chairman shall hold office until the expiration of his term as Commissioner.~~

¹ (Current language – Reso #615 adopted 12/13/2000) Method used when electing Chairperson and Vice Chair (Current process, this section was voted to remain at the August 14, 2024, Board Meeting)

~~(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.~~

Section 3. Term of Office²

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

Section 4. Duties of the Chair ~~Chairman~~

The Chair ~~Chairman~~ shall preside over ~~at~~ all meetings of the Board of Commissioners ~~Authority~~. Except as otherwise authorized by these Bylaws or upon adoption of a resolution ~~by resolution of Authority~~, the Chair ~~Chairman~~ shall sign all checks, all contracts, deeds and other instruments approved by the Board of Commissioners and such other documents required be the United States Department of Housing and Urban Development (“HUD”) or required by law. ~~made by the Authority. At each meeting the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs, and policies of the Authority.~~

Section 5. Duties of the Vice Chair ~~Vice-Chairman~~

The Vice Chair ~~Vice-Chairman~~ shall perform the duties of the Chair ~~Chairman~~ in the absence or incapacity of the Chair ~~Chairman~~; and in case of the resignation or death of the Chair ~~Chairman~~, the Vice Chair ~~Vice-Chairman~~ shall perform such duties as are imposed on the Chair ~~Chairman~~ until such time as the Board of Commissioners ~~Authority~~ elects a new Chair ~~Chairman~~. Designated

² Current By Laws state one (1) year term, noted in this language.

Commission(s) ~~Designated Commissioners~~ as alternates to execute orders and checks when the same cannot be executed by Chair ~~Chairman~~.³

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.

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 8. Filing of Vacancy of Chair and Vice Chair ~~Section 7. Vacancies~~

Should the office of the Chair or Vice Chair ~~Chairman or Vice Chairman~~ 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. ~~the 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 Authority shall appoint a successor as provided in Section 6 of this Article.~~

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 10. ~~Section 5.~~ Additional Duties

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

ARTICLE V - EXECUTIVE DIRECTOR

Section 1. Employment of the Executive Director

The Executive Director shall be employed under an agreement, the terms and conditions of which will be 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 of the Chief Executive Officer and manage all business affairs of the Housing Authority.

³ Resolution #12 Adopted 05/18/1970 – added Designated Commissioners as alternates to execute orders and checks when the same cannot be executed by chairman.

Redline Draft 09/04/2024

- 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.

Redline Draft 09/04/2024

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.

~~Section 4. Secretary. The Secretary shall be the Executive Director of the Authority and, as Executive Director, he shall have general supervision over the administration of its business and affairs, subject to the direction of the Authority. He shall be charged with the management of the housing projects of the Authority.~~

~~The Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Authority, shall act as secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.~~

~~He shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. He shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman. He shall keep regular books and~~

~~accounts showing receipts and expenditures and shall render to the Authority, at each regular meeting (or oftener, when requested), an account of his transactions and also of the financial condition of the Authority. He shall give such bond for the faithful performance of his duties as the Authority may determine.~~

~~The compensation of the Secretary shall be determined by the Authority, provided that if a temporary appointee is selected from among the Commissioners of the Authority he shall serve without compensation (other than the payment of the necessary expenses).~~

ARTICLE VI ~~ARTICLE III~~ – 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 ~~Section 2. Regular Meeting~~

Regular meetings shall be held at 6:00 p.m. on the second Wednesday of each month, ~~monthly at 6:00 PM, 2nd Wednesday/month~~ unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding business day. ~~In the event a day of regular meeting shall be legal holiday, said meeting shall be held on the next succeeding secular 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. ~~ED Shall notify the Chairperson if business demands determine there is no need for a meeting. Chairperson may elect to cancel planned regular meeting for that month.~~

Section 3. Annual Meeting⁴

The Annual Meeting of the Housing Authority ~~annual meeting of the Authority~~ shall be held on the second Wednesday ~~Monday~~ of January at 6:00 PM ~~6 o'clock P.M.~~ at the regular meeting place of the ~~Housing Authority~~ ~~Authority~~.

Section 4. ~~Section 3. Special Meetings~~

Special meetings may be called by either the Chair, the Executive Director, or alternatively by two (2) Commissioners ~~The Chairman of the Authority may, when he deems it expedient, and shall, upon the written request of two Commissioners of the Authority, Call a special meeting of the Authority~~ for the purpose of transacting only those items of business specifically set forth in the notice issued for such a special meeting ~~any business designated in the call~~. 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. ~~The call for a special meeting shall be mailed to each Commissioner of the Authority at his business or home address at least twenty four (24) hours prior to the date of such special meeting. At such special meeting no business shall be considered other than as~~

⁴ 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.

~~designated in the call, but if all of the Commissioners of the Authority are present at a special meeting, any and all business may be transacted at such special meeting.~~

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 3 (a). All of the meetings of the Commissioners shall be open to the public, whether regular or special.~~

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 7. Order of Business - Meeting Agendas ~~**Section 5. Order of Business**~~

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

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. APPROVAL OF AGENDA
- F. PUBLIC COMMENT: (Non-Agenda, Public Comment). 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
- P. CLOSED SESSION
- Q. ADJOURNMENT

~~*Section 5. Order of Business.*~~

~~*At the regular meetings of the Authority the following shall be the order of business;*~~

- ~~*1. Roll call.*~~
- ~~*2. Reading and approval of the minutes of the previous meeting.*~~
- ~~*3. Bills and communications.*~~
- ~~*4. Report of the Secretary.*~~
- ~~*5. Reports of Committees.*~~
- ~~*6. Unfinished business.*~~
- ~~*7. New business.*~~
- ~~*8. Adjournment.*~~

~~*All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.*~~

Section 8. Public Discussion

- A. Public discussion should not be used to elicit a debate between the Board of Commissioners and the public.
- B. Speakers should not be interrupted unless they are out of order.
- C. No one shall be allowed to speak for more than three (3) minutes unless granted additional time by the Chair.
- D. When a motion is pending, no person other than a Commissioner shall address the Board after first requesting permission from the Chair.

- E. Public discussion shall precede deliberation on a motion.
- F. Absent Board approval, no public discussion shall be permitted after a motion to terminate further deliberation has been adopted.

Section 9. Board Deliberation and Action

- A. **Board Chair.** The Board Chair may participate in deliberations on all items and shall not be deprived of any of the rights and privileges as a member of the Board of Commissioners by reason of being the Presiding Officer.
- B. **Getting the Floor.** Every member desiring to speak shall first address the Board Chair and, upon recognition by the Chair, shall confine comments to questions on the subject matter under deliberation.
- C. **Interruptions.** A Commissioner, once recognized, shall not be interrupted when speaking, except to clarify a point of order. If a point of order is raised while a Commissioner is speaking, said Commissioner shall cease speaking until the question of order is clarified, and, if in order, said Commissioner shall be permitted to proceed.
- D. **Remarks Entered in Minutes.** Any Commissioner may request, through the Board Chair, the privilege of having a written abstract of said Commissioner's statement on any subject under consideration by the Board entered into the Minutes. If the Board consents thereto, such 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.

~~*Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting, except on the election of officers which may be by ballot.*~~

- 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 VI - ACTIONS

Section 1. Quorum ~~*Section 4. 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 Chair 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.
- 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 agendaized, 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.

~~The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. Four Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon a vote of a majority of the Commissioners present.~~

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 VII - 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.

~~Article IV - Amendments~~

~~*Amendments to By-Laws. The by-laws of the Authority shall be amended only with the approval of at least three of the commissioners of the Authority at a regular or special meeting.*~~

Section 2. Conflict of Interest

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

Section 3. Public Disclosures

Each Commissioner shall notify the Board Chair and 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 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 XXX (XX) pages, constitute the Bylaws of the Housing Authority as adopted by the Board of Commissioners of such Housing Authority on _____, 2024.

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

By: _____
Executive Director, Secretary

TABLE OF CONTENTS

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

ARTICLE VI - MEETINGS	8
Section 1. Place of Regular Meetings	8
Section 2. Date and Time of Regular Meetings	8
Section 3. Annual Meeting.....	8
Section 4. Special Meetings	8
Section 5. Conformance with Ralph M. Brown Act	9
Section 6. Closed Sessions.....	9
Section 7. Order of Business - Meeting Agendas.....	9
Section 8. Public Discussion	10
Section 9. Board Deliberation and Action.....	11
ARTICLE VII - ACTIONS	12
Section 1. Quorum.....	12
Section 2. Majority Vote.....	13
Section 3. Form of Action	13
Section 4. Rules of Order	13
ARTICLE VIII - MISCELLANEOUS	13
Section 1. Amendment	13
Section 2. Conflict of Interest	14
Section 3. Public Disclosures	14
Section 4. Repeal.....	14
CERTIFICATE OF SECRETARY.....	15



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: September 11, 2024

AGENDA ITEM: C-2

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Alex Estrada, Financial Services Manager

DATE: September 4, 2024

SUBJECT: Resolution #1303 of the Housing Authority of the City of Madera to Consider Approving the Continuing Resolution In Lieu of Fiscal Year (FY) 2023-2024 Budget Adoption and Authorization of 60-Day Extension to Prepare and Present the Fiscal Year 2024-2025 Budget.

EXECUTIVE SUMMARY:

The purpose of this memo to advise the Board that Staff is in the process of preparing the FY 2024/25 proposed operating budget. Due to various extenuating circumstances, the proposed budget will not be ready in time for October 1, 2024, start of the fiscal year. Given this delay, the Board may adopt a Continuing Resolution to ensure that HACM meets payroll and contractual obligations and continues to provide services. Staff recommends that the Board adopt a Continuing Resolution and grant staff a 60-day extension to complete the preparation of the fiscal year 2024/25 operating budget.

If approved, a budget would need to be approved by the Board on or before November 30, 2024.

RECOMMENDATION:

Staff recommends the Board of Commissioners adopt a continuing Resolution in lieu of FY 2023-2024 budget adoption and authorization of 60-day extension to prepare and present the FY 2024-2025 budget.

FISCAL IMPACT:

There is no Fiscal Impact

ATTACHMENTS:

1. Continuing Resolution



RESOLUTION NO. 1303

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA TO APPROVING A CONTINUING RESOLUTION IN LIEU OF ADOPTION OF A FISCAL YEAR 2023-2024 BUDGET AND AUTHORIZATION OF 60-DAY EXTENSION TO PREPARE AND PRESENT THE FISCAL YEAR 2024-2025 BUDGET.

A. **WHEREAS**, the Board of Commissioners of the Housing Authority of the City of Madera (“Housing Authority”) is required to adopt an annual budget;

B. **WHEREAS**, the Board of Commissioners has not approved an annual budget for fiscal year 2023-2024; and

C. **WHEREAS**, the Executive Director of the Housing Authority is recommending that the Board of Commissioners adopt a continuing resolution in lieu of adoption of a Fiscal Year 2023-2024 budget and authorization of 60-day extension to prepare and present the Fiscal Year 2024-2025 Budget.

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

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

2. Adoption of a continuing resolution in lieu of approval of a Fiscal Year 2023-2024 budget and authorization of 60-day extension to prepare and present the Fiscal Year 2024-2025 Budget. After full deliberation and consideration, the Housing Authority’s Board of Commissioners herein adopts a continuing resolution in lieu of approval of the Fiscal Year 2023-2024 Budget, and authorizes a 60-day extension to prepare and present the Fiscal Year 2024-2025 Budget.

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 11th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson Elsa Mejia

ATTEST:

Executive Director
Blanca Mendoza-Navarro

Giselle Flores, Clerk for the Housing Authority of the City of Madera herein attests or certifies, as a witness to a board meeting held on September 11th, 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



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: September 11, 2024

AGENDA ITEM: F-1

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Blanca Mendoza-Navarro, Executive Director

DATE: September 8, 2024

SUBJECT: UPDATES, COMMUNICATIONS, TRAININGS, AND AUDITS

1. DEPARTMENTAL REPORTS:

- a. **HCV** – Staff continues to work on issuing vouchers, signing new HAP contracts, and processing certifications. HCV Inspector is completing Quality Control HQS inspections in preparation for the SEMAP reporting due at the end of September.
- b. **ROSS/FSS** – Staff conducted a Neighborhood Watch meeting with the Madera Police Department and prepare for the National Night Out event in October 2024.
- c. **PUBLIC HOUSING** – Staff continues to work on lease up for the upcoming vacancies and completing annual certifications.
- d. **FARM LABOR** – Staff continues to work on lease up for the upcoming vacancies and completing annual certifications.
- e. **FINANCE** – Staff is preparing for the FY 2024-2025 Budget along with working on the anticipated Year End process for FYE 2024 (10/01/2023-09/30-2024).
- f. **MAINTENANCE:** Staff continue to work on workorders and vacancies. There were three (3) Invitation for Bids (IFB) that closed on September 5th for Capital Fund projects, (window replacements at AMP 1 & AMP2), and one to repair plumbing work at the maintenance shop. Staff received a few Bids for the window replacement and are in the process of reviewing the lowest bidder's qualifications. Staff used the Public Procurement System and had good responses for using this platform.
- g. **ADMINISTRATIVE:** Staff has received the draft Classification and Salary Compensation study and is in the process of reviewing to prepare data for the FY 2024-2025 Budget. Staff will be working on completing the PHARS report to submit to HUD as part of the Recovery Plan. Cameras have been installed at all three (3) Farm Labor properties and at 800 E. Yosemite Avenue.
- h. **TRAINING** – HACM continues to invest in staff training. Below is a summary of recent training courses attended or upcoming.
 - i. Finance Services Manager, Housing Services Manager, and HCV Inspector attended the YASC annual conference.
 - ii. Executive Director and Board Chair will be attending the 2024 NAHRO National Conference on September 24-28.
 - iii. ROSS/FSS staff is looking for upcoming FSS training to be in compliance with the program's grant





Housing Authority of the City of Madera

2. RECRUITMENT/NEW STAFF:

- a. Maintenance Worker II – Jose Ramirez started on September 3, 2024.
- b. Executive Administrative Assistant – pending Classification and Salary Compensation study.
- c. Housing Programs Compliance Manager – pending Classification and Salary Compensation study.

3. VALLEY AUTHORITIES' CONSORTIA: Management Staff is pending an upcoming meeting.

