

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, October 09, 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:

[Zoom Meeting Link](https://cityofmadera.zoom.us/j/81667649353?pwd=bKXNgI5AbvRYsO10Z7cj5Wylxsy7Ku.1)

<https://cityofmadera.zoom.us/j/81667649353?pwd=bKXNgI5AbvRYsO10Z7cj5Wylxsy7Ku.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: Vice-Chair Anita Evans will lead the invocation.

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

A. **WORKSHOPS:** None

B. **CONSENT CALENDAR:**

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 September 11, 2024, Board Meeting Minutes.

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

B-3 RESOLUTION NO. 1304 of The Housing Authority of the City of Madera, consideration of approval to renew Agreement with Madera Police Department beginning October 1, 2024.

B-4 RESOLUTION NO. 1305 of The Housing Authority of the City of Madera, consideration of approval for disposal of non-working appliances from the Public Housing and Farm Labor programs.

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

C-1 RESOLUTION NO. 1306 of The Housing Authority of the City of Madera authorizing Executive Director to execute and submit electronically the Form 50071, SF-424 (application for federal assistance) and related forms for CY2025 Public Operating Subsidy Funding.

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	730			
YTD Lease Up projection	93%	95%	91%	93%	89%	91%	92%	98%	91%			
MTD HAP Expenses	\$437,236	\$444,106	\$444,106	\$464,536	\$486,624	\$466,894	\$467,991	\$496,536	\$592,583			
Waiting List	516	516	516	269	270	270	270	270	216			
Public Housing	Public Housing											
Vacancies	2	5	2	2	2	2	2	0	5			
Waiting List	2794	2800	2800	4382	2,825	2,830	2830	2831	2831			
Unit Turnover	0	1	2	2	1	1	1	3	3			
Farm Labor	Farm Labor											
Vacancies	2	2	1	2	2	2	2	3	4			
Waiting List	17	20	17	17	14	11	14	12	7			
Unit Turnover	1	0	1	2	1	1	1	0	2			
Maintenance	MAINTENANCE											
Public Housing	Public Housing											
Open Work Orders	17	14	17	65	52	53	218	213	210			
Average days	5	2.4	2.5	15.5	2.4	2.9	26.1	21.2	12.5			
Farm Labor	Farm Labor											
Open Work Orders	3	2	3	13	25	20	18	21	24			
Average days	7.8	4.8	2.6	3.4	3.5	3.6	6.23	3.9	10.9			

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 Sections listed below:

A. Labor Negotiations: CA Govt. Code Section 54954.5(f) – Classification Compensation/Salary Study discussion.

B. Anticipated Litigation: CA Govt. Code Section 54956.9(d)(4) - 3 cases;

I. ADJOURNMENT:

The next Regular Monthly Meeting will be Wednesday November 13, 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 **October 3, 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 4:45 p.m.

Executed this 3rd day of October.

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 SEPTEMBER 11, 2024 REGULAR BOARD MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

CALL TO ORDER:

The September 11, 2024, Regular Meeting for the Housing Authority of the City of Madera was called to order by Chairperson Elsa Mejia at 6:04 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	(In Person at the City of Madera Council Chambers)
Commissioner Cece Gallegos	(In Person at the City of Madera Council Chambers)
Commissioner Steve Montes	(In Person at the City of Madera Council Chambers)
Commissioner Artemio Villegas	(In Person at the City of Madera Council Chambers)

COMMISSIONERS ABSENT:

Vice Chair Anita Evans	(Absent)
Commissioner Jose Rodriguez	(Absent)
Commissioner Santos Garcia	(Absent)

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 (Via Zoom)
HACM Finance Manager Alex Estrada (Via Zoom)
HACM Programs Manager Lucia Lopez (In Person)
HACM Maintenance Manager Jared Garza (In Person)
HACM Maintenance Employee Thomas Gonzales (In Person)
HACM Occupancy Specialist II Maria Canseco (Via Zoom)

INVOCATION:

Sammy Neely from Madera Ministries led the invocation.

PLEDGE OF ALLEGIANCE

Commissioner Steve Montes led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Commissioner C. Gallegos moved to approve the Agenda; Commissioner S. Montes seconded the motion. The motion passed unanimously.

YAYES: (4) Chair Elsa Mejia,
Commissioner Cece Gallegos,
Commissioner Steve Montes, and
Commissioner Artemio Villegas

NOES: (0)

ABSENT: (3) Vice Chair Anita Evans,
Commissioner Jose Rodriguez, and
Commissioner Santos Garcia

ABSTAIN: (0)

PUBLIC COMMENT:

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

A. WORKSHOPS:

No workshops.

B. CONSENT CALENDAR:

Approval of consent items.

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. 13.01 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.**

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

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

YAYES: (4) Chair Elsa Mejia,
Commissioner Cece Gallegos,
Commissioner Steve Montes, and
Commissioner Artemio Villegas

NOES: (0)

ABSENT: (3) Vice Chair Anita Evans,
Commissioner Jose Rodriguez, and
Commissioner Santos Garcia

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.**

Executive Director Blanca Mendoza-Navarro presented the redlined draft of the By-Laws dated September 4th, 2024. The Board of Commissioners had asked for a version that showed all the changes. This draft included the final version for the Board to discuss and approve. Ms. Mendoza-Navarro mentioned that in the last meeting, the Board decided to keep Article 4 Section 3 *Term of Office* the same,

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

Finance Manager Alex Estrada presented Resolution No. 1303 to request an extension for the 2024-2025 Fiscal Year Budget. He informed the Board that Staff is still preparing the proposed operating budget and will not be ready by October 1st, 2024, the start of the Fiscal Year. Due to unforeseen circumstances, the Board is advised to adopt a continuing resolution to ensure the Housing Authority can meet payroll and contractual obligations and continue to provide services. Furthermore, the Salary Compensation details will not be ready in time to schedule a Special Meeting at the end of September. Therefore, Staff recommended that the Board grant a 60-day extension to complete the budget preparation.

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

YAYES: (4) Chair Elsa Mejia,
Commissioner Cece Gallegos,
Commissioner Steve Montes, and
Commissioner Artemio Villegas

NOES: (0)

ABSENT: (3) Vice Chair Anita Evans,
Commissioner Jose Rodriguez, and
Commissioner Santos Garcia

ABSTAIN: (0)

D. WRITTEN COMMUNICATIONS:

No written communications were received.

E. ADMINISTRATIVE REPORTS:

E-1: Monthly Housing Activity Report:

Executive Blanca Mendoza-Navarro presented an update on the Agency's housing programs, vacancies and maintenance reports. The Agency is doing well on the Housing Choice Voucher (HCV) lease-up applications, which have increased by 6% from the previous month. Staff anticipates that the fair market rents, effective October 1st, 2024, will increase our payment standards, consequently increasing our Housing Assistance Payments (HAP). Staff is hopeful for an increase in administrative fees. Currently, we are not ready to open the waitlist for HCV.

Regarding Public Housing as well as Farm Labor, each has three (3) vacancies that Staff are currently actively working to fill. Public Housing is addressing work orders from the NSPIRE inspections, with all reports submitted. All required work orders within the 30-day timeframe have been completed.

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, signing new Housing Assistance Payment (HAP) contracts, and processing certifications. Staff is also working on the Section 8 Management Assessment Program (SEMAP) reports, which have been a year-round focus due to last year's unsatisfactory results. The reporting period ends on September 30th.

Our inspector is currently performing HQS quality control inspections in-house, instead of hiring a contractor as the Agency has done in the past.

The ROSS and FSS departments are continuing their neighborhood watch meetings with the Madera Police Department. They are also preparing for the National Night out event, which might be on Halloween this year.

As previously mentioned, Public Housing is actively leasing up and working on vacancies. The same applies to Farm Labor (FML). We have installed three (3) new cameras at FML properties, in addition to the two (2) cameras that were already in place.

The Finance Department is currently working on the Fiscal Year 2024-2025 budget. Finance Staff is also preparing to send unaudited reports on time, both for the November 30th, 2024, deadline and the audited reports due on June 30th. Despite this critical period, Staff is on track to submit these reports to stay in compliance with the PHARS assessment, which is our recovery plan with HUD.

Maintenance issued three (3) bid invitations using our new procurement platform. We received five (5) re-submissions for our window replacements for AMP-1 and AMP-2. The Maintenance Shop's bid for repairs will be closing in a few days. We had a good turnout for our bid walks and are currently reviewing the bids to select the lowest and most responsive bidder. Since the bids exceed \$150,000, the team plans to present the contract at the next meeting for Board approval.

Administration received a preliminary draft of the salary compensation study, which is still being worked on. Finance Manager, Alex Estrada and Ms. Mendoza-Navarro are carefully reviewing the details to minimize errors, as the last study in 2017 was not fully implemented. They aim to ensure the final plan is fully implemented and within budget.

Ms. Mendoza-Navarro mentioned that the study involved reaching out to comparable agencies, including Stanislaus, Kings, and Fresno, to gather comprehensive data. The NAHRO consultant conducted detailed interviews with each staff member to align their actual work with their job descriptions. The team hopes to complete this process by the end of the month to prepare the budget.

Training remains a priority for our team. Recently, the Housing HCV Manager, Housing Inspector, and Finance Manager attended the San Diego YASC Annual Conference. They returned with valuable insights and information, which they are now sharing with the rest of the staff to enhance our operations.

Ms. Mendoza-Navarro explained that each board member received a Handbook for Commissioners before the meeting. These handbooks contain great information on finance monitoring and other important topics, such as conducting effective Board meetings.

Commissioner C. Gallegos expressed concerns about the properties having weeds instead of green grass. She hopes to see improvements in the yards to enhance their appearance. Ms. Mendoza-Navarro assured her that the landscaping team will look into this.

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

G. COMMISSIONER REPORTS:

1. Commissioner C. Gallegos shared a remembrance of 9/11, marking the 23rd anniversary of the tragic loss of many citizens in New York City. She honored the law enforcement officers and firefighters who passed away from smoke inhalation and noted the ongoing impact on children who lost their parents on September 11th, 2001. Commissioner Gallegos mentioned that she and others reach out to students at schools, engaging in activities like reading stories about 9/11.
2. Commissioner S. Montes had nothing to report.
3. Commissioner A. Villegas had nothing to report.
4. Chairperson E. Mejia 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 6:56 p.m. regarding the following:

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

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

Upon resuming the closed session, Attorney Emilio J. Huerta reported that there was no action taken by the Board of Commissioners in this regard.

Nothing else to report.

I. ADJOURNMENT:

Chair Elsa Mejia announced that the next regularly monthly scheduled meeting of the Board of Commissioners will be held on Wednesday, October 9th, 2024, at 6:00 p.m., in the City of Madera Council Chambers.

The meeting was adjourned at 7:09 p.m.

CERTIFICATE OF THE BOARD OF COMMISSIONERS

The undersigned hereby certifies that the foregoing September 11th, 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 October 9th, 2024, where a quorum was present in accordance with the HACM Bylaws.

Executed on this 9th day of October 2024.

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

Payment Summary

Bank=revfund AND mm/yy=09/2024-09/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
revfund - WF Revolving Fund	97	mis02 - MISSIONSQUARE-303376	09/03/2024	09/2024	2,999.07	
revfund - WF Revolving Fund	98	pub01 - CA PUBLIC EMPLOYEES' RETIREMENT ...	09/04/2024	09/2024	7,108.38	
revfund - WF Revolving Fund	99	CIT04 - CITIZENS BUSINESS BANK	09/08/2024	09/2024	19,416.21	
revfund - WF Revolving Fund	100	mis02 - MISSIONSQUARE-303376	09/16/2024	09/2024	3,086.21	
revfund - WF Revolving Fund	101	pub01 - CA PUBLIC EMPLOYEES' RETIREMENT ...	09/17/2024	09/2024	7,221.91	
revfund - WF Revolving Fund	102	pub02 - CA Public Employees' Health	09/18/2024	09/2024	24,596.57	
revfund - WF Revolving Fund	103	mis02 - MISSIONSQUARE-303376	09/27/2024	09/2024	3,146.36	
revfund - WF Revolving Fund	104	pub01 - CA PUBLIC EMPLOYEES' RETIREMENT ...	09/30/2024	09/2024	7,359.35	
revfund - WF Revolving Fund	105	usbank001 - U.S. Bank National Association	09/25/2024	09/2024	4,130.32	
revfund - WF Revolving Fund	46916	47t01 - 47TH PLACE CARPET AND LINOLEUM, INC.	09/12/2024	09/2024	-2,613.76	
revfund - WF Revolving Fund	46917	ADP00 - ADP, INC.	09/12/2024	09/2024	-110.00	
revfund - WF Revolving Fund	46918	app00 - APPLEONE EMPLOYMENT SVCS	09/12/2024	09/2024	-1,752.96	
revfund - WF Revolving Fund	46919	bct00 - BCT CONSULTING, INC.	09/12/2024	09/2024	-140.00	
revfund - WF Revolving Fund	46920	FER04 - FERGUSON ENTERPRISES, INC	09/12/2024	09/2024	-2,655.36	
revfund - WF Revolving Fund	46921	hartford - THE HARTFORD	09/12/2024	09/2024	-743.88	
revfund - WF Revolving Fund	46922	hds00 - HD SUPPLY FACILITIES MAINTENANCE	09/12/2024	09/2024	-1,184.70	
revfund - WF Revolving Fund	46923	ins01 - INSIGHT EMPLOYEE ASSISTANCE PROGRAM	09/12/2024	09/2024	-45.00	
revfund - WF Revolving Fund	46924	mad02 - CITY OF MADERA UTILITY BILLING	09/12/2024	09/2024	-32,905.77	
revfund - WF Revolving Fund	46925	mad46 - PUBLIC WORKS FAIRMEAD LANDFILL	09/12/2024	09/2024	-42.70	
revfund - WF Revolving Fund	46926	map00 - MAPA PLUMBING SERVICES	09/12/2024	09/2024	-750.00	
revfund - WF Revolving Fund	46927	mch001 - MOSQUEDA'S COOLING AND HEATING INC.	09/12/2024	09/2024	-904.00	
revfund - WF Revolving Fund	46928	mis01 - MISSION UNIFORM SERVICE 3	09/12/2024	09/2024	-143.46	
revfund - WF Revolving Fund	46929	nat0l - NATIONAL CREDIT REPORTING	09/12/2024	09/2024	-52.70	
revfund - WF Revolving Fund	46930	pera4 - PERIMETER PEST CONTROL	09/12/2024	09/2024	-400.00	
revfund - WF Revolving Fund	46931	pge01 - P. G. & E.	09/12/2024	09/2024	-3,005.94	
revfund - WF Revolving Fund	46932	qua07 - QUADIENT FINANCE USA, INC	09/12/2024	09/2024	-1,000.00	
revfund - WF Revolving Fund	46933	red05 - RED ROCK ENVIRONMENTAL GRP	09/12/2024	09/2024	-669.04	
revfund - WF Revolving Fund	46934	rot01 - ROTH STAFFING COMPANIES, L.P.	09/12/2024	09/2024	-3,984.78	
revfund - WF Revolving Fund	46935	rvd02 - RVD HEATING & AIR AND SON	09/12/2024	09/2024	-580.00	
revfund - WF Revolving Fund	46936	ste02 - STERICYCLE, INC.	09/12/2024	09/2024	-362.53	
revfund - WF Revolving Fund	46937	TEC06 - TECH HEROES, INC.	09/12/2024	09/2024	-2,763.00	
revfund - WF Revolving Fund	46938	TMO00 - T-MOBILE USA INC.	09/12/2024	09/2024	-854.74	
revfund - WF Revolving Fund	46942	men0039 - Mendoza	09/04/2024	09/2024	57.00	
revfund - WF Revolving Fund	46943	pge01 - P. G. & E.	09/04/2024	09/2024	66.00	
revfund - WF Revolving Fund	46944	rub0002 - Rubio	09/04/2024	09/2024	57.00	
revfund - WF Revolving Fund	46945	saa0002 - Saavedra	09/04/2024	09/2024	75.00	
revfund - WF Revolving Fund	46946	ser0001 - Serrano	09/04/2024	09/2024	31.00	
revfund - WF Revolving Fund	46947	agu00 - AGUILAR, DANENE L.	09/04/2024	09/2024	2,025.00	
revfund - WF Revolving Fund	46948	ale00 - ALESHIRE & WYNDER, LLP	09/04/2024	09/2024	24,149.05	
revfund - WF Revolving Fund	46949	app00 - APPLEONE EMPLOYMENT SVCS	09/04/2024	09/2024	4,706.10	
revfund - WF Revolving Fund	46950	att06 - AT&T CALNET	09/04/2024	09/2024	406.49	

Payment Summary

Bank=revfund AND mm/yy=09/2024-09/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
revfund - WF Revolving Fund	46951	bct00 - BCT CONSULTING, INC.	09/04/2024	09/2024	763.73	
revfund - WF Revolving Fund	46952	bdo00 - BDO USA, P.A.	09/04/2024	09/2024	712.50	
revfund - WF Revolving Fund	46953	ben00 - BENJAMIN, NICHOLAS	09/04/2024	09/2024	311.98	
revfund - WF Revolving Fund	46954	BRI04 - BRIAN'S HEATING & COOLING	09/04/2024	09/2024	852.00	
revfund - WF Revolving Fund	46955	com0h - COMCAST	09/04/2024	09/2024	747.00	
revfund - WF Revolving Fund	46956	CWS01 - CORBIN WILLITS SYSTEM INC	09/04/2024	09/2024	755.50	
revfund - WF Revolving Fund	46957	DIA01 - DIAMOND COMMUNICATION,INC	09/04/2024	09/2024	204.00	
revfund - WF Revolving Fund	46958	edd01 - EMPLOYMENT DEVELOPMENT DEPARTMENT	09/04/2024	09/2024	162.16	
revfund - WF Revolving Fund	46959	FER04 - FERGUSON ENTERPRISES, INC	09/04/2024	09/2024	941.33	
revfund - WF Revolving Fund	46960	GBS01 - GENERAL BUILDERS SUPPLY	09/04/2024	09/2024	177.67	
revfund - WF Revolving Fund	46961	hartford - THE HARTFORD	09/04/2024	09/2024	734.83	
revfund - WF Revolving Fund	46962	hds00 - HD SUPPLY FACILITIES MAINTENANCE	09/04/2024	09/2024	974.35	
revfund - WF Revolving Fund	46963	hom04 - HOME DEPOT CREDIT SERVICE	09/04/2024	09/2024	6,307.85	
revfund - WF Revolving Fund	46964	kjwater00 - KJ Water Services	09/04/2024	09/2024	776.00	
revfund - WF Revolving Fund	46965	low00 - LOWE'S COMMERCIAL SERVICE	09/04/2024	09/2024	646.87	
revfund - WF Revolving Fund	46966	mad02 - CITY OF MADERA UTILITY BILLING	09/04/2024	09/2024	39,462.51	
revfund - WF Revolving Fund	46967	mad04 - MADERA FLEET SERVICES	09/04/2024	09/2024	334.23	
revfund - WF Revolving Fund	46968	mch001 - MOSQUEDA'S COOLING AND HEATING INC.	09/04/2024	09/2024	273.00	
revfund - WF Revolving Fund	46969	met00 - METROPOLITAN LIFE INSURANCE COMPANY	09/04/2024	09/2024	1,418.78	
revfund - WF Revolving Fund	46970	mis01 - MISSION UNIFORM SERVICE 3	09/04/2024	09/2024	215.19	
revfund - WF Revolving Fund	46971	nav04 - NAVIA BENEFIT SOLUTIONS,	09/04/2024	09/2024	400.00	
revfund - WF Revolving Fund	46972	och0002 - Ochoa Jr	09/04/2024	09/2024	541.00	
revfund - WF Revolving Fund	46973	oms01 - OMS DEPT. OF HOUSING & COMM. DEV...	09/04/2024	09/2024	19,100.84	
revfund - WF Revolving Fund	46974	pera4 - PERIMETER PEST CONTROL	09/04/2024	09/2024	420.00	
revfund - WF Revolving Fund	46975	pge01 - P. G. & E.	09/04/2024	09/2024	7,495.66	
revfund - WF Revolving Fund	46976	pre06 - PRESTIGE CUSTOM GLASS	09/04/2024	09/2024	1,581.37	
revfund - WF Revolving Fund	46977	rot01 - ROTH STAFFING COMPANIES, L.P.	09/04/2024	09/2024	8,993.08	
revfund - WF Revolving Fund	46978	rvd02 - RVD HEATING & AIR AND SON	09/04/2024	09/2024	12,575.00	
revfund - WF Revolving Fund	46979	spe00 - SPECIALTY LANDSCAPE, INC.	09/04/2024	09/2024	14,000.00	
revfund - WF Revolving Fund	46980	spec001 - Charter Communications Holdings, LLC	09/04/2024	09/2024	3,331.75	
revfund - WF Revolving Fund	46981	t0000292 - Jimenez Camacho	09/04/2024	09/2024	86.61	
revfund - WF Revolving Fund	46982	TEC06 - TECH HEROES, INC.	09/04/2024	09/2024	2,763.00	
revfund - WF Revolving Fund	46983	tim01 - TIM R. TRULL ELECTRIC, IN	09/04/2024	09/2024	5,030.00	
revfund - WF Revolving Fund	46984	TMO00 - T-MOBILE USA INC.	09/04/2024	09/2024	870.05	
revfund - WF Revolving Fund	46985	van00 - VAN DE POL ENTERPRISES	09/04/2024	09/2024	1,054.69	
revfund - WF Revolving Fund	46986	WIL01 - SHERWIN WILLIAMS COMPANY	09/04/2024	09/2024	659.25	
revfund - WF Revolving Fund	46987	yar00 - YARDI SYSTEMS, INC.	09/04/2024	09/2024	1,195.00	
revfund - WF Revolving Fund	46988	47t01 - 47TH PLACE CARPET AND LINOLEUM, INC.	09/18/2024	09/2024	2,613.76	
revfund - WF Revolving Fund	46989	ADP00 - ADP, INC.	09/18/2024	09/2024	110.00	
revfund - WF Revolving Fund	46990	app00 - APPLEONE EMPLOYMENT SVCS	09/18/2024	09/2024	1,752.96	
revfund - WF Revolving Fund	46991	bct00 - BCT CONSULTING, INC.	09/18/2024	09/2024	140.00	

Payment Summary

Bank=revfund AND mm/yy=09/2024-09/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
revfund - WF Revolving Fund	46992	FER04 - FERGUSON ENTERPRISES, INC	09/18/2024	09/2024	2,655.36	
revfund - WF Revolving Fund	46993	hartford - THE HARTFORD	09/18/2024	09/2024	743.88	
revfund - WF Revolving Fund	46994	hds00 - HD SUPPLY FACILITIES MAINTENANCE	09/18/2024	09/2024	1,184.70	
revfund - WF Revolving Fund	46995	ins01 - INSIGHT EMPLOYEE ASSISTANCE PROGRAM	09/18/2024	09/2024	45.00	
revfund - WF Revolving Fund	46996	mad02 - CITY OF MADERA UTILITY BILLING	09/18/2024	09/2024	32,905.77	
revfund - WF Revolving Fund	46997	mad46 - PUBLIC WORKS FAIRMEAD LANDFILL	09/18/2024	09/2024	42.70	
revfund - WF Revolving Fund	46998	map00 - MAPA PLUMBING SERVICES	09/18/2024	09/2024	750.00	
revfund - WF Revolving Fund	46999	mch001 - MOSQUEDA'S COOLING AND HEATING INC.	09/18/2024	09/2024	904.00	
revfund - WF Revolving Fund	47000	mis01 - MISSION UNIFORM SERVICE 3	09/18/2024	09/2024	143.46	
revfund - WF Revolving Fund	47001	nat0l - NATIONAL CREDIT REPORTING	09/18/2024	09/2024	52.70	
revfund - WF Revolving Fund	47002	pera4 - PERIMETER PEST CONTROL	09/18/2024	09/2024	400.00	
revfund - WF Revolving Fund	47003	pge01 - P. G. & E.	09/18/2024	09/2024	3,005.94	
revfund - WF Revolving Fund	47004	qua07 - QUADIENT FINANCE USA, INC	09/18/2024	09/2024	1,000.00	
revfund - WF Revolving Fund	47005	red05 - RED ROCK ENVIRONMENTAL GRP	09/18/2024	09/2024	669.04	
revfund - WF Revolving Fund	47006	rot01 - ROTH STAFFING COMPANIES, L.P.	09/18/2024	09/2024	3,984.78	
revfund - WF Revolving Fund	47007	rvd02 - RVD HEATING & AIR AND SON	09/18/2024	09/2024	580.00	
revfund - WF Revolving Fund	47008	ste02 - STERICYCLE, INC.	09/18/2024	09/2024	362.53	
revfund - WF Revolving Fund	47009	TEC06 - TECH HEROES, INC.	09/18/2024	09/2024	2,763.00	
revfund - WF Revolving Fund	47010	TMO00 - T-MOBILE USA INC.	09/18/2024	09/2024	854.74	
revfund - WF Revolving Fund	47011	47t01 - 47TH PLACE CARPET AND LINOLEUM, INC.	09/18/2024	09/2024	3,287.02	
revfund - WF Revolving Fund	47012	ADP00 - ADP, INC.	09/18/2024	09/2024	105.00	
revfund - WF Revolving Fund	47013	aff01 - AFFORDABLE HOUSING NETWORT	09/18/2024	09/2024	750.00	
revfund - WF Revolving Fund	47014	ale00 - ALESHIRE & WYNDER, LLP	09/18/2024	09/2024	2,655.00	
revfund - WF Revolving Fund	47015	app00 - APPLEONE EMPLOYMENT SVCS	09/18/2024	09/2024	2,828.64	
revfund - WF Revolving Fund	47016	att06 - AT&T CALNET	09/18/2024	09/2024	31.88	
revfund - WF Revolving Fund	47017	bct00 - BCT CONSULTING, INC.	09/18/2024	09/2024	490.00	
revfund - WF Revolving Fund	47018	cal04 - CALIFORNIA ASSOCIATION OF HOUSING...	09/18/2024	09/2024	375.00	
revfund - WF Revolving Fund	47019	chw01 - C.H.W.C.A.	09/18/2024	09/2024	11,404.00	
revfund - WF Revolving Fund	47020	com0h - COMCAST	09/18/2024	09/2024	747.00	
revfund - WF Revolving Fund	47021	con0c - CONCENTRA MEDICAL CENTERS	09/18/2024	09/2024	274.00	
revfund - WF Revolving Fund	47022	CRE03 - CREATIVE COPY	09/18/2024	09/2024	25.00	
revfund - WF Revolving Fund	47023	hds00 - HD SUPPLY FACILITIES MAINTENANCE	09/18/2024	09/2024	3,010.90	
revfund - WF Revolving Fund	47024	ins01 - INSIGHT EMPLOYEE ASSISTANCE PROGRAM	09/18/2024	09/2024	45.00	
revfund - WF Revolving Fund	47025	LIE01 - LIEBERT CASSIDY WHITMORE	09/18/2024	09/2024	2,600.00	
revfund - WF Revolving Fund	47026	mad02 - CITY OF MADERA UTILITY BILLING	09/18/2024	09/2024	13,625.16	
revfund - WF Revolving Fund	47027	mad49 - MADERA PUMPS, INC.	09/18/2024	09/2024	241.98	
revfund - WF Revolving Fund	47028	mch001 - MOSQUEDA'S COOLING AND HEATING INC.	09/18/2024	09/2024	730.00	
revfund - WF Revolving Fund	47029	mej001 - ELSA MEJIA	09/18/2024	09/2024	190.00	
revfund - WF Revolving Fund	47030	men00 - Blanca Mendoza-Navarro	09/18/2024	09/2024	221.00	
revfund - WF Revolving Fund	47031	mis01 - MISSION UNIFORM SERVICE 3	09/18/2024	09/2024	143.46	
revfund - WF Revolving Fund	47032	nat0l - NATIONAL CREDIT REPORTING	09/18/2024	09/2024	53.70	

Payment Summary

Bank=refund AND mm/yy=09/2024-09/2024 AND All Checks=Yes AND Include Voids=All Checks

Bank	Check#	Vendor	Check Date	Post Month	Total Amount	Date Reconciled
refund - WF Revolving Fund	47033	off02 - ODP BUSINESS SOLUTIONS, LLC	09/18/2024	09/2024	616.63	
refund - WF Revolving Fund	47034	pera4 - PERIMETER PEST CONTROL	09/18/2024	09/2024	750.00	
refund - WF Revolving Fund	47035	pge01 - P. G. & E.	09/18/2024	09/2024	3,115.23	
refund - WF Revolving Fund	47036	pre06 - PRESTIGE CUSTOM GLASS	09/18/2024	09/2024	254.90	
refund - WF Revolving Fund	47037	red05 - RED ROCK ENVIRONMENTAL GRP	09/18/2024	09/2024	1,294.73	
refund - WF Revolving Fund	47038	rot01 - ROTH STAFFING COMPANIES, L.P.	09/18/2024	09/2024	3,864.32	
refund - WF Revolving Fund	47039	sie05 - SIERRA HR PARTNERS	09/18/2024	09/2024	504.45	
refund - WF Revolving Fund	47040	spec001 - Charter Communications Holdings, LLC	09/18/2024	09/2024	1,385.14	
refund - WF Revolving Fund	47041	ste00 - STEAMRITE	09/18/2024	09/2024	185.00	
refund - WF Revolving Fund	47042	ste02 - STERICYCLE, INC.	09/18/2024	09/2024	356.08	
refund - WF Revolving Fund	47043	t0004639 - Rodriguez	09/18/2024	09/2024	385.00	
refund - WF Revolving Fund	47044	van00 - VAN DE POL ENTERPRISES	09/18/2024	09/2024	387.42	
					304,438.44	



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: October 9, 2024

AGENDA ITEM: B-3

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Blanca Mendoza-Navarro, Executive Director

DATE: October 4, 2024

SUBJECT: Resolution #1304 of the Housing Authority of the City of Madera to consider approving 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 for 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) commencing on October 1, 2024 through September 30, 2027, 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 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 the agreement effective October 1, 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 September 18, 2024.

RECOMMENDATION:

Staff recommends the Board of Commissioners to approve the Law Enforcement Service Agreement for the duration of three (3) years beginning October 1, 2024 – September 30, 2027.

FISCAL IMPACT:

The fiscal impact will be the prorated amount of \$142,955 starting October 1, 2024.



RESOLUTION NO. 1304

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE HOUSING AUTHORITY AND THE CITY OF MADERA

A. **WHEREAS**, the Executive Director of the Housing Authority of the City of Madera (the “**Housing Authority**”), has negotiated an Agreement for law enforcement services with the City of Madera (“**Law Enforcement Services Agreement**”);

B. **WHEREAS**, such Law Enforcement Services Agreement is scheduled to commence on or October 1, 2024, to and including September 30, 2027;

C. **WHEREAS**, pursuant to the terms of such Law Enforcement Services Agreement, the City of Madera Police Department will assign one (1) police officer to provide law enforcement services to the Housing Authority for the three-year contract term;

D. **WHEREAS**, pursuant to the terms of such Law Enforcement Services Agreement, the duties and responsibilities of the assigned officer shall include:

- a. Prevention and deterrence of criminal activity on and/or near Authority managed properties.
- b. Investigation of criminal offenses occurring, in or near Authority managed properties.
- c. Provision of technical and informational assistance to Authority and related community agencies and personnel relative to law enforcement activity and crime prevention;
- 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 through verbal and or written communication; and
- f. Other law enforcement and public relations duties as reasonably appropriate, subject to approval by the Police Chief.

E. **WHEREAS**, the cost to the Housing Authority as a result of entering into the Law Enforcement Services Agreement with the City of Madera shall be \$142,955.

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 the Housing Authority' Executive Director to enter into a Law Enforcement Services Agreement with the City of Madera for \$142,955.00. The Housing Authority's Board of Commissioners has considered and after deliberation herein authorizes the Housing Authority's Executive Director to execute a Law Enforcement Services Agreement with the City of Madera for \$142,955.00..

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 9th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

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 October 9th 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

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

This Law Enforcement Services Agreement ("Agreement") is entered into between the HOUSING AUTHORITY OF THE CITY OF MADERA, an independent public agency ("Authority") and the CITY OF MADERA, a California general law city ("City"). The Authority and the City are collectively referred to as the "Parties". This Agreement shall be effective on the date signed by Housing Authority which shall occur after execution by City ("Effective Date").

RECITALS

- A. Authority desires to obtain Law Enforcement Services from the City.
- B. City is able to perform the requested Services and is engaged in the business of furnishing such services.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Housing Authority and City agree as follows:

DEFINITIONS

"Additional Officers": Sworn Law Enforcement personnel not otherwise assigned to Housing Authority Law Enforcement activities

"Assigned Officer": Sworn Police Officer designated to Housing Authority Law Enforcement activities

"Extended Duration Absence": Absence of Assigned Officer for more than eighty (80) consecutive work hours

"Short Duration Absence": Absence of Assigned Officer not to exceed eighty (80) consecutive work hours

"Substitute Officer": Sworn Police Officer designated to Housing Authority Law Enforcement activities in the absence of Assigned Officer

AGREEMENT

1. **Scope of Services**. City shall perform, to the satisfaction of Housing Authority in accordance with this Agreement, the Services described in the "Scope of Services". City shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services

described herein.

- (a) Assigned Officer. The City agrees to assign one (1) police 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.
- (b) 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 and Authority Director are the designated personnel to select the Assigned Officer to perform under this Agreement. 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 review any such request from the Authority to replace the Assigned Officer and will advise the Authority Director of his/her decision.
- (c) Duties and Responsibilities. Duties and responsibilities of the Assigned Officer shall include, but not be limited to, the following:
 - (i) Prevention and deterrence of criminal activity on and/or near Authority managed properties.
 - (ii) Investigation of criminal offenses occurring, in or near Authority managed properties.
 - (iii) Provision of technical and informational assistance to Authority and related community agencies and personnel relative to law enforcement activity and crime prevention;
 - (iv) Enforcement of Authority rules and regulations;
 - (v) Reporting relevant contacts with tenants, unauthorized visitors, staff and community members to the Authority on a regular basis through verbal and or written communication; and
 - (vi) Other law enforcement and public relations duties as reasonably appropriate, subject to approval by the Police Chief.
- (d) Direction and Supervision by Authority. The Assigned Officer shall receive only general direction from the Authority Executive Director, including assignment for coverage of specific Authority property, functions, or specific housing sites, at specific times, at any site within the Authority's jurisdiction within the City of Madera Police Department's jurisdictional boundaries. All assignments must take into consideration Section 1.e. Assigned Officer's Schedule of this agreement.
- (e) Assigned Officer's Schedule. The Parties agree to work cooperatively to create and maintain a schedule of work hours for the Assigned Officer.

(i) 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) days notice, with agreement from both the Authority and City Police Commander not unreasonably withheld.

(f) Absence.

(i) Short Duration Absence. It is understood that the City will not provide a Substitute Officer in the event of a short duration absence of an Assigned Officer resulting from routine training, illness, vacation and other leave authorized by the police department. The Assigned Officer shall provide the Authority with sufficient notice in writing of a short duration absence in order to facilitate Authority activities.

(ii) 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 as determined by the Police Chief, the Authority shall not be obligated to compensate the City as otherwise provided in Section 3. The Assigned Officer shall provide the Authority with sufficient notice in writing, when feasible, of an extended duration absence.

(iii) Officer Use for Training, Mutual Aid Requirements, and Extraordinary Situations and Emergencies. The Authority 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 aid 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 aid requirements, for extraordinary situations and emergencies, and for other than normal and routine duties requested by and associated with Authority business.

(g) 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.

(h) 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.

(i) Authority Evaluation of Assigned Officer's Performance. Notwithstanding Paragraph (h) above, the Authority shall provide the City Police Commander with its own written evaluation of an Assigned Officer's performance at his/her request. The Authority shall also

immediately report to the City Police Commander any behavior or conduct by an Assigned Officer or Substitute Officer that appears to violate the terms and conditions, or the spirit and intent, of this Agreement. The City may request mid-year performance reports and will provide at least two weeks (2 weeks) notice of such requests for input.

(j) Use of Additional Officers. In some instances, the Authority may require one or more Additional Officer(s) 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.

2. Commencement of Services; 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 October 1, 2024, to September 30, 2027, comprised of three one-year periods of October 1 to September 30. Each one-year period is also referenced as "Contract Year" under this Agreement.

3. Compensation for Services. 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 Year, unless modified in writing and agreed to by both the City and Authority:

(a) Pay and Benefits of Assigned Officer, Substitute Officer, Additional Officers. The Authority shall reimburse the City for the Assigned Officer's, Substitute Officer's, Additional Officers' (collectively "Officers") actual pay, including Overtime and benefits provided by the City to the Officers as provided by law or through any applicable labor agreement. The total cost to the Authority for the actual pay and benefits of the Assigned Officer for the first Contract Year is currently estimated to be one hundred and forty-two thousand, nine hundred and fifty-five dollars (\$142,955). Cost associated with Substitute or Additional Officers will be dependent on individual Officers compensation rates and reimbursement will be at actual cost. Changes to the compensation of the Officers, pursuant to Madera Police Officer's Association Memorandum of Understanding (MPOA MOU) or applicable wage and hour law, shall be reflected in the total cost billed to the Authority.

(i) The City will notify the Authority by August 1st of each year of this agreement of the anticipated annual cost for the Assigned Officer for the upcoming Contract Year.

(ii) The City will provide notification to the Authority of any changes to the anticipated annual cost as soon as is practicable should the compensation be adjusted mid-Contract Year through collective bargaining or legal mandates.

(iii) Overtime eligible hours and compensation are defined pursuant to the MPOA MOU. Overtime hours accrued as Compensatory Time Off but not paid to the Officers shall be reimbursed by the Authority at such time as the Officers take the

accrued time as compensation. Parties acknowledge that these banked hours are used at the discretion of the officer and cashed out once each year pursuant to the MPOA MOU.

(b) Accounting of Costs. The City shall provide the Authority with an accounting of all costs contemplated in Paragraphs 3. (a) on a monthly basis. The invoice for services shall be sent to the Authority Director. If the Authority Director identifies a discrepancy, the Authority Director shall contact the City Police Chief within ten (10) days of the date of the invoice.

(c) 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.

(d) Invoices, How and When Payable. Authority shall make payment no later than thirty (30) days after receipt of invoice from the City. Payment shall be made to City Finance Department as indicated on said invoice.

4. Independent Contractor Status. City shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of Authority. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Authority and City's employees, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to City's employees, any claim or right of action against Authority. Neither the Authority nor any of its employees shall have any control over the manner, mode, or means by which City or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. City represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, City shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of City under this Agreement. City also expressly represents that City are now and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. City shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Conflicts of Interest. City warrants that neither City nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the Authority, or which would in any way hinder City's performance of services under this Agreement. City covenants that no person having any such interest shall perform the Services under this Agreement.

7. Termination of Agreement. This Agreement may be terminated as follows:

(a) Termination by City. City may terminate this agreement at any time with thirty (30) days written notice to Authority Director.

(b) Termination by Authority. Authority shall provide written notice to City Police Chief by May 1 of any Contract Year should Authority desire to terminate services for the next Contract Year.

(c) For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

(d) Compensation to City Upon Termination. In the event termination is not due to fault attributable to City and provided all other conditions for payment have been met, City shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of City's compensation has not become due, City shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to City's failure to perform in accordance with the terms of this Agreement through no fault of Authority, Authority may withhold an amount that would otherwise be payable as an offset to Authority's damages caused by such failure.

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

9. Indemnity and Defense. 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 the 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 City Personnel during the providing of services or performance of work hereunder.

In the event of concurrent negligence on the part of Authority or any of its officers, directors, trustees, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

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 were 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 intend to waive any immunities to which they would be entitled in the absence of the Agreement.

10. Compliance with All Laws. City shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, City shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

11. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To Authority:	Blanca Mendoza-Navarro, Executive Director Housing Authority of the City of Madera
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205 North G
Madera, CA 93637
Email: blanca@maderaha.org

To City: Arnoldo Rodriguez, City Manager
City of Madera
205 West Fourth
Madera, CA 93637
Email: arodriguez@madera.gov

Giachino Chiaramonte, Chief of Police
Madera Police Department
330 South C Street
Madera, CA 93638
Email: gchiaramonte@madera.gov

Josiah Arnold, Police Commander
Madera Police Department
330 South C Street
Madera, CA 93638
Email: jarnold@madera.gov

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

12. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between Authority and City, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. 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. The indemnity sections shall survive termination or expiration of this Agreement. This Agreement may be amended only by written instrument signed by both Authority and City.

13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

15. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted

as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

16. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by Authority and City in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

17. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

18. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

19. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

20. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

21. Non-Discrimination. City shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any City employees or applicants for employment. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and City have executed this Agreement on the date(s) set forth below.

HOUSING AUTHORITY OF THE CITY OF MADERA

CITY OF MADERA

By: _____
Elsa Mejia, Authority Chairperson

By: _____
Santos Garcia, Mayor

Date: _____

Date: _____

Federal Tax I.D. No.

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

Date: _____



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: October 09, 2024

AGENDA ITEM: B-4

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Blanca Mendoza-Navarro, Executive Director

DATE: October 03, 2024

SUBJECT: RESOLUTION #1305 of the Housing Authority of the City of Madera (HACM) to Consider Approving the Disposal of Non-Working Appliances from the Public Housing and Farm Labor Housing Programs.

EXECUTIVE SUMMARY:

The purpose of this memo is to request the Board of Commissioners consider a resolution to dispose of non-working appliances for the Public Housing and Farm Labor Housing Programs. Attached is the list of appliances which include the location they were removed from, brand, model and serial number. The appliances are currently stored at the 600 S. Lake St. maintenance shop.

RECOMMENDATION:

Staff recommends the Board adopt the Resolution authorizing the disposal of non-working appliances, consisting of 9 refrigerators, 2 stoves, and 23 water heaters from the Public Housing and Farm Labor Housing Programs.

FISCAL IMPACT:

There is no fiscal impact.



RESOLUTION NO. 1305

**RESOLUTION 1305 OF THE HOUSING AUTHORITY OF THE CITY OF MADERA
AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPOSE OF NON-WORKING
APPLIANCES FROM THE PUBLIC HOUSING AND FARM LABOR PROGRAMS.**

A. **WHEREAS**, the Housing Authority for the City of Madera (“Housing Authority”) has a mandate to preserve the real property dwellings owned and maintained by the Housing Authority;

B. **WHEREAS**, Housing Authority staff has recommended that the Executive Director authorize staff to dispose of non-working appliances (9 refrigerators, 2 stoves, and 23 water heaters), previously installed at the Housing Authority’s Public Housing and Farm Labor Housing and currently stored at the Housing Authority’s 600 S. Lake St. Maintenance Shop;

C. **WHEREAS**, there is no cost to dispose of such equipment.

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. Authorizing the Executive Director to Direct Staff to Dispose to Dispose of Non-working Appliances (9 refrigerators, 2 stoves, and 23 water heaters) previously installed at the Housing Authority’s Public Housing and Farm Labor Housing locations. After full deliberation and consideration, the Board of Commissioners herein authorizes the Executive Director of direct Housing Authority staff to dispose of non-working appliances consisting of 9 refrigerators, 2 stoves, and 23 water heaters previously installed at the Housing Authority’s Public Housing and Farm Labor Housing locations.

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 9th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elsa Mejia, Chairperson

ATTEST:

Blanca Mendoza-Navarro
Executive Director

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 October 9, 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

Approved as to Legal Form:

Emilio J. Huerta, General Counsel



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: October 09, 2024

AGENDA ITEM: C-1

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Blanca Mendoza-Navarro, Executive Director

DATE: October 03, 2024

SUBJECT: RESOLUTION #1306 of the Housing Authority of the City of Madera (HACM) authorizing the Executive Director to execute and submit electronically the Form 50071, SF-424 (application for federal assistance) and related forms for CY2025 Public OPERATING Subsidy Funding.

EXECUTIVE SUMMARY:

The purpose of this memo is to advise the Board of Commissioners that each year, HUD provides operating subsidy grants for public housing at the project level on a calendar year basis. For CY 2025, funding for the Operating Fund Program is anticipated to be allocated by Congress through the Further Consolidated Appropriations Act. PHAs are required to electronically submit operating grant calculations for each Public Housing project identified in HUD's Inventory Management System-Public and Indian Housing (PIH) Information Center (IMS-PIC).

HACM has two (2) projects identified in HUD's PIC system, 128 units in CA069000001 and 116 units in CA069000002 for a total of 244 Public Housing units. HUD has estimated HACM will receive \$931,580 in Operating Subsidy for the total Public Housing units for the CY 2025. This subsidy is to assist in funding the operating and maintenance expenses of our Public Housing units.

The Operating Fund Program is a regulatory requirement and requires electronic submission from the Executive Director and the Board Chair no later than October 22, 2024, and must include the appropriate Board Resolution.

RECOMMENDATION:

Staff recommends the Board adopt the Resolution authorizing the Executive Director to execute and submit electronically the Form 50071, SF-424 (application for federal assistance) and related forms for CY2025 Public Operating Subsidy Funding.

FISCAL IMPACT:

Public Housing Operating Fund projected at \$931,580 for CY 2025.



RESOLUTION NO. 1306

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND SUBMIT ELECTRONICALLY THE FORM 50071, SF-424 - APPLICATION FOR FEDERAL ASSISTANCE, AND RELATED FORMS FOR CY2025 PUBLIC OPERATING SUBSIDY FUNDING.

A. **WHEREAS**, the Housing Authority for the City of Madera (“**Housing Authority**”) was established to promote and preserve affordable housing for low-income tenants throughout the County of Madera;

B. **WHEREAS**, each year, HUD through the Operating Fund Program provides operating subsidy grants for public housing at the project level on a calendar year basis;

C. **WHEREAS**, for calendar year 2025, the HUD Operating Fund Program is anticipated to be allocated by Congress through the Further Consolidated Appropriations Act, wherein in order to apply and receive Operating Fund Program funding, public housing agencies are required to electronically submit operating grant calculations for each Public Housing Project identified in HUD’s Inventory Management System-Public and Indian Housing (PIH) Information Center (IMS-PIC);

D. **WHEREAS**, the Housing Authority has two (2) projects identified in HUD’s PIC system, 128 units in CA069000001 and 116 units in CA069000002 for a total of 244 Public Housing Units;

E. **WHEREAS**, HUD has estimated that the Housing Authority can receive as much as \$931,580 in Public Housing Operating Fund Program Subsidy for the 244 Public Housing units for the CY 2025; and

F. **WHEREAS**, the Operating Fund Program requires electronic submission from the Executive Director and the Board Chair no later than October 09, 2024, and must include the appropriate Board authorizing resolution.

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. Authorizing the Executive Director to Execute and Submit to HUD, form 50071, SF-424 (application for federal assistance) and related forms for CY2025 Public Operating Subsidy Funding and Related Forms. After full deliberation and consideration, the Board of Commissioners herein authorizes the Executive Director of the Housing Authority and Board Chair to execute and electronically submit to HUD, form 50071, SF-424 (application for federal assistance) and related forms for CY2025 Public Operating Subsidy Funding and Related Forms.

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 9^h day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Elsa Mejia, Chairperson

ATTEST:

Blanca Mendoza-Navarro
Executive Director

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 October 9th, 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

Approved as to Legal Form:

Emilio J. Huerta, General Counsel



Housing Authority of the City of Madera

BOARD MEMORANDUM

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

BOARD MEETING: October 9, 2024

AGENDA ITEM: F-1

FROM: Blanca Mendoza-Navarro, Executive
Director

AUTHOR: Blanca Mendoza-Navarro, Executive Director

DATE: October 4, 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 staff continues to prepare for the SEMAP reporting period.
- b. **ROSS/FSS** – Staff is working on issuing Escrow payment for upcoming participant graduation.
- 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 continues to prepare the FY 2024-2025 Budget along with working on the Year End process for FYE 2024 (10/01/2023-09/30-2024) and working on the analysis for the Classification and Compensation Salary study. BDO is working with Finance Staff to complete the needed process to submit information to HUD for year-end reporting.
- f. **MAINTENANCE:** Staff is working on finalizing the IFB process for the window replacements. Staff is working on the RFPs for specialty services such as landscaping and pest control and working on completing all work orders and vacancy turns. Staff received the final REAC/NSPIRE scores for Public Housing. The numbers are AMP 1 received a 90 and AMP 2 received a 94.
- g. **ADMINISTRATIVE:** Staff continues to work on reviewing the Classification and Compensation Salary study. Staff has submitted the 30-day update to HUD for the PHARS review.
- h. **TRAINING** – HACM continues to invest in staff training. Below is a summary of recent training courses attended or upcoming.
 - i. Executive Director and Board Chair attended the 2024 NAHRO National Conference on September 24-28. Executive Director attended the Executive Director Bootcamp and sessions for Small Housing Authorities sessions.
 - ii. ROSS/FSS staff is looking for upcoming FSS training to be in compliance with the program's grant.
 - iii. Maintenance Management and Housing Programs Manager will be attending and online Maintenance Management training from NAHRO starting this week.





Housing Authority of the City of Madera

2. RECRUITMENT/NEW STAFF:

- a. Executive Administrative Assistant – pending Classification and Salary Compensation study.
- b. Housing Programs Compliance Manager – pending Classification and Salary Compensation study.

3. VALLEY AUTHORITIES' CONSORTIA: Management Staff received a draft copy of the Intergovernmental Agency agreement; we are pending an upcoming meeting.

