

Housing Authority of the City of Laredo
Regular
Board of Commissioners Meeting



LHA Board Room
2000 San Francisco Ave.
Laredo, Texas 78040

Thursday September 24, 2020
12:00 p.m.

Administration

Housing Authority of the City of Laredo
Regular Board of Commissioners Meeting
Zoom Video Link:
<https://us02web.zoom.us/j/86950178712>
Call in Number: 1-346-248-7799
Webinar ID: 869 5017 8712
LHA Board Room
2000 San Francisco Ave.
Laredo, Texas 78040
Thursday, September 24, 2020
12:00 P.M.

NOTE: Due to the recent COVID-19 health concerns, this meeting will be held by telephonic/video conferencing and the public may join via conference call number or via website provided above.

A-20-R-8	Agenda	September 24, 2020
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- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL AND DECLARATION OF QUORUM**
- 4. CITIZENS COMMENTS**

This is the opportunity for visitors and guests to address the Board of Commissioners on any issue. The Board may not discuss any presented issue, nor may any action be taken on any issues at the time. There will be a 3-minute limitation per speaker. (Texas Attorney General Opinion-JC-0169)

- 5. DISCLOSURE OF CONFLICTS OF INTEREST FOR BOARD OF COMMISSIONERS AND STAFF**

- 6. ACTION ITEM**

- A.** Presentation and discussion with possible action related to NeighborWorks Community Loan Center of Laredo Community Lending Program. This item may be discussed in Executive Session, pursuant to Section 551.071 (consultation with attorneys).
- B.** Discussion and possible action related to the performance and annual evaluation of the Executive Director. This item may be discussed in Executive Session, pursuant to Section 551.74 (personnel matters).

7. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE

The Board of Commissioners for the Housing Authority of the City of Laredo reserve the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, including Sections 551.071 (consultation with attorneys), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

8. ACTION ON ANY EXECUTIVE SESSION ITEM

9. ADJOURNMENT



Alma D. Mata, Executive Director

The Housing Authority of the City of Laredo is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided who those who provide notice to the Executive Director at (956) 722-4521 at least 48 hours in advance. This meeting site is accessible to disabled persons. Disabled parking is provided in the north parking lot adjacent to the Administration Building, and disabled building access is located at the main entrance.

CERTIFICATON

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily ADA/accessible to the public at all times. Said notice was posted on Monday, September 21, 2020 at 12:00 p.m.


FOR

Jose A. Valdez Jr., City Secretary

SEP 21 '20 AM9:32
REC'D CITY SEC OFF

LHA COMMISSIONERS' COMMUNICATION

<u>DATE:</u> 09/24/2020	<u>SUBJECT:</u> Presentation and discussion with possible action related to NeighborWorks Community Loan Center of Laredo Lending Program. This item may be discussed in Executive Session, pursuant to Section 551.071 (consultation with attorneys).
<u>Item #:</u> 6A	
<u>INITIATED BY:</u> Alma D. Mata Executive Director	
<u>STAFF SOURCE</u>	
<u>PREVIOUS BOARD ACTION:</u> None.	
<u>BACKGROUND:</u> The Community Loan Center of Laredo offers small loans through payroll deductions throughout Laredo, Webb County, and surrounding areas Presentation to be presented by Community Loan Center of Laredo representative at Board meeting.	
<u>FINANCIAL:</u> None.	
<u>RECOMMENDATION:</u> Discussion with possible action related to NeighborWorks Community Loan Center of Laredo Lending Program.	



EMPLOYER MEMORANDUM OF UNDERSTANDING

This Employer Memorandum of Understanding ("**MOU**"), dated and effective _____ is an alliance between the Community Loan Center of _____ (Local Lender), and _____ (Employer) (collectively, the "**Parties**").

I. MISSION

Local Lender's mission is, in whole or in part, to provide financial products and services to the borrowers in the area of consumer lending and financial literacy education. As part of this mission, Local Lender is engaged in the Community Loan Center Affordable Small Dollar Loans Program (the "**Program**") to provide a lower-cost alternative to high cost payday loans, auto title loans, pawn shops, signature loan outlets and other expensive small loans.

Together, the Parties enter into this MOU to offer the Program to Employer's qualified employees.

II. PURPOSE AND SCOPE

The purpose of the MOU is to create a framework of cooperation between Local Lender and Employer to collaborate on this mutually beneficial Program, including setting up, monitoring and evaluation, and providing technical assistance in accessing required information related to the Program. Through these activities the Parties will give qualified employees the opportunity to participate in the Program with equal access.

III. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

LOCAL LENDER:

Contact: _____

Address: _____

Phone: _____

Email: _____

EMPLOYER:

Contact: _____

Address: _____

Phone: _____

Email: _____

A. Employer's Responsibilities:

1. Employer shall provide timely employment verification for employees who apply for a loan.
2. Employer shall set up payroll deduction for each employee that has elected such option in the loan application process for the repayment of the loans funded pursuant to the Program (See Exhibit A: Copy of Consent to Payroll Deduction).
3. Employer shall promptly notify all eligible employees that the Program is available to employees along with information on how to apply for a loan as described in Section 8 below.
4. Employer shall promptly add the Program to the Employer's customary descriptions of employee benefits.
5. Employer is encouraged to support the Program by representing the mission and goals of the Program at professional meetings and among other businesses in the area.
6. Upon request and within reason, Employer will be encouraged to share their experiences with the Program to other potential employers, media, or other interested third parties.
7. Other participating employers have found that the Program provides them a competitive advantage in recruiting and retaining employees. These employers have realized the value of notifying their new and existing employees about the availability of the Program through a variety of different ways, such as:
 - Employee Benefits website with a link to Program website to apply for a loan
 - Employee benefits literature (provided by the local lender)
 - Employee Intranet with a link to Program website to apply for a loan
 - Employee emails with a link to Program website to apply for a loan
 - Employee newsletters
 - Program posters in employee breakroom (provided by the local lender)
 - Program literature in the HR department employee information rack (provided by lender)
 - Program 'Benefits Card'(provided by the local lender)

8. In the space below, each new Employer will please describe the steps you will take to get the word out to all of your eligible employees about the availability of the Community Loan Center loan program:

LIST OF TASKS TO NOTIFY EMPLOYEES ABOUT THE CLC PROGRAM:

<u>TASK</u>	<u>WHO</u>	<u>WHEN</u>	<u>MATERIALS NEEDED</u>

B. Local Lender's Responsibilities:

1. Local Lender shall make an initial presentation to employees about the Program at Employer's place of work.
2. Local Lender shall provide assistance setting up, monitoring, and evaluating the Program through the Program's software products and support.
3. Local Lender shall provide technical assistance in accessing required information related to the Program.

C. Both Parties Agree to the Following:

1. Initial meetings will be held between Parties to review implementation of this agreement and to establish policy directives as appropriate.
2. Parties agree that the Employer will not be financially responsible for the repayment of any loan made by Local Lender to Employer's employees.
3. Parties agree that the Employer will not be a beneficiary, nor profit directly or indirectly from the loan payments deducted from employee's payroll and transferred to Local Lender.
4. Parties agree not to share employee information with unaffiliated third parties.
5. Confidentiality: Parties agree not to use or release any reports, data, or other information identifying applicants or persons, except with the prior written approval of such applicant or person served and in accordance with the consumer rules and regulations and where applicable, federal and state laws and regulations. Such information shall be used only to assure proper administration, planning, coordination and monitoring of performance under this Agreement.
6. Parties agree that the MoU may be amended on the initiative of either the Local Lender or the Employer by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.

IV. COST ALLOCATION/RESOURCE SHARING

Local Lender will be responsible for preparation of the loan documents and for administrative and overhead expenses incurred by Local Lender. Local Lender shall be responsible for submitting all necessary progress reports to its Board of Directors or other governing body and shall track all expenditures, for provision of the necessary checks and balances.

V. TERMS OF UNDERSTANDING

This MOU may be reviewed at any time to ensure that it is fulfilling its purpose.

VI. MODIFICATION/TERMINATION

This MOU constitutes an agreement between the parties hereto. This MOU may be modified only by mutual written consent of the parties, pursuant to the issuance of a written amendment, signed and dated by the parties.

Either party to this MOU may terminate its participation in this MOU by providing at least 30 days' prior written notice of intent to terminate. In such case, termination by one or more of the parties to this MOU does not alter any surviving terms or obligations of the other party to this MOU.

VII. DISCLAIMER

Employer shall not be deemed an agent of Local Lender, and there is no joint venture formed between Local Lender and Employer.

VIII. AUTHORIZATION

On behalf of the organization I represent, I wish to sign this MOU and contribute to the further development of the Program.

LOCAL LENDER:

Signature of Local Lender's Representative

Date

Printed Name

Title

EMPLOYER:

Signature of Employer's Representative

Date

Printed Name

Title

LHA COMMISSIONERS' COMMUNICATION

<u>DATE:</u> 09/24/2020	<u>SUBJECT:</u> Discussion and possible action related to the performance and annual evaluation of the Executive Director. This item may be discussed in Executive Session, pursuant to Section 551.74 (personnel matters).
<u>Item #:</u> 6B	
<u>INITIATED BY:</u> Jose L. Ceballos Board Chairman	
<u>STAFF SOURCE</u>	
<u>PREVIOUS BOARD ACTION:</u> On November 22, 2019, the Board of Commissioners conducted a scheduled 6-month informal evaluation, as stipulated in contract agreement. On June 12, 2020, the Board of Commissioners entertained an agenda item to set a date for the Board to conduct the Executive Director's evaluation in Executive Session. A date was set for July 7, 2020 pending all Board Commissioners confirmation.	
<u>BACKGROUND:</u> On April 12, 2019, during a regularly scheduled Board of Commissioners meeting, Ms. Alma D. Mata was appointed Executive Director for the Laredo Housing Authority and as stipulated in her employment contract an annual performance evaluation is required as of the date of appointment.	
<u>FINANCIAL:</u> None.	
<u>RECOMMENDATION:</u> Discussion and possible action related to the performance and annual evaluation of the Executive Director.	