



**THE HOUSING AUTHORITY OF THE CITY OF MCALLEN**

**NOTICE OF ANNUAL MEETING**

The Board of Commissioners of the McAllen Housing Commission will meet in an Annual Session scheduled for 11:00 a.m.

Wednesday, July 24, 2024  
Family Development Center | 2501 W. Maple Ave. | McAllen, TX 78501

For the following purpose:

**AGENDA**

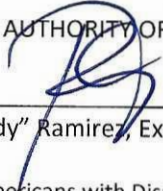
1. Call Meeting to Order
2. Public Comment
3. Action Items:
  - a) Consideration and Possible Action to Approve the Meeting Minutes of the Annual Meeting July 26, 2023. **Pg. 2**
  - b) Board of Commissioners Nomination and Appointment of Chair and Vice-Chair for the Housing Authority of the City of McAllen and its Instrumentalities.
4. Adjournment

Executive Session: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Board of Commissioners shall convene in such executive session or closed session in accordance with the Texas Open Meeting Act, Texas Government Code Section 551.007 through 551.075. Before any such session is convened, the presiding officer shall publicly identify the section or sections of the act authorizing the executive session. All final votes, actions, or discussions shall be taken in open session.

I certify that this Notice of Regular Meeting was posted on **Friday, July 19, 2024, at or before 12:00 p.m.**, at the Main Office of the McAllen Housing Authority and Municipal Government Office, 1300 Houston Ave, McAllen, TX 78501 in compliance with Chapter 551, Government Code.



THE HOUSING AUTHORITY OF THE CITY OF MCALLEN

  
Rodolfo "Rudy" Ramirez, Executive Director

The Housing Authority of the City of McAllen is committed to compliance with the Americans with Disabilities Act (ADA). This meeting site/video conference is accessible to disabled persons. Reasonable accommodations and equal access to communications will be provided to those who provide notice to the Executive Director at (956) 686-3951 at least 48 hours in advance of meeting.

**MINUTES OF THE MEETING**  
**OF THE MCALLEN HOUSING AUTHORITY ANNUAL BOARD MEETING**  
**Wednesday, July 26, 2023**

CALL TO ORDER AND ROLL CALL – The annual meeting of the Board of Commissioner of the McAllen Housing Authority was held Wednesday, July 26, 2023, held at the Family Development Center and via Zoom teleconference. Chair Ronnie Cruz called the meeting to order at 12:02 p.m. Present and attendance for roll call were:

Present: Chair Ronnie Cruz  
Vice Chair Elva M. Cerda  
Commissioner Marc David Garcia  
Commissioner Eliseo “Tito” Salinas  
Resident Commissioner Kristel Garcia  
Assistant City Attorney Austin Stevenson

Absent:

Staff: Executive Director Rodolfo “Rudy” Ramirez  
Deputy Director Daniel Delgado  
Administrative Assistant Adriana Rosas

1. Call the meeting to order – 12:02 p.m.
2. Public Comments – None
3. Action Items:
  - a) Board of Commissioners Nomination and Appointment of Chair and Vice-Chair for the Housing Authority of the City of McAllen and its Instrumentalities. **Commissioner Eliseo “Tito” Salinas nominated Elva M. Cerda for Chair and Chair Ronnie Cruz nominated Eliseo “Tito” Salinas for Vice Chair. Chair Ronnie Cruz entrained a motion to approve nominations. Vice Chair Elva M. Cerda made motion; Commissioner Marc David Garcia second the motion. Motion carried unanimously.**
4. Adjournment. **Chair Ronnie Cruz entertained motion to adjourn meeting. Commissioner Eliseo “Tito” Salians made motion; Commissioner Marc David Garcia second the motion. Motion carried unanimously. Meeting Adjourned at 12:04 PM.**

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Rodolfo “Rudy” Ramirez, Executive Director



**THE HOUSING AUTHORITY OF THE CITY OF MCALLEN**

**NOTICE OF REGULAR MEETING**

The Board of Commissioners of the McAllen Housing Commission will meet in a Regular Session scheduled for 11:15 a.m. (concurrently with MHFC & MHDC Board Meeting).

Wednesday, July 24, 2024  
Family Development Center | 2501 W. Maple Ave. | McAllen, TX 78501

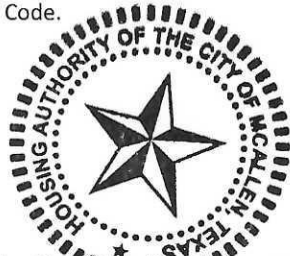
For the following purpose:

**AGENDA**

1. Call Meeting to Order
2. Public Comment
3. Pledge of Allegiance
4. Invocation
5. Action Items:
  - a) Consideration and Possible Action to Approve Meeting Minutes of the Regular Board Meeting of June 26, 2024. Pg. 2-4
  - b) Consideration and Possible Action to Approve the McAllen Housing Commission Employee Holiday Schedule. Pg. 5
  - c) Consideration and Possible Action to Approve Host Agency Agreement with AAPR Foundation – Senior Community Service Employment Program Pg. 6
  - d) Consideration and Possible Action to Approve Partner Services and Curriculum Licensing Agreement with Community Tech Network (CNT) – Digital Literacy Pg. 7-18
  - e) Consideration and Possible Action to Approve Interlocal Agreement with Hidalgo County Housing Authority – HCV Leasing within McHC Jurisdiction Pg. 19-22
  - f) Consideration and Possible Action to Approve Interlocal Agreement with Hidalgo County Housing Authority – Rapid Response for Natural Disasters Pg. 23-30
6. Non-Action Items:
  - a) Executive Director Report
7. Executive Session: Closed Session Under Government Code 551 Sections
  - Discussion and Review the Executive Directors Evaluation FY 23-24
8. Reconvene to Open Session; Action, if any, on:
  - Discussion and Review of the Executive Directors Evaluation FY 23-24
9. Board Agenda Requests for August Board Meeting
10. Adjournment

Executive Session: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Board of Commissioners shall convene in such executive session or closed session in accordance with the Texas Open Meeting Act, Texas Government Code Section 551.007 through 551.075. Before any such session is convened, the presiding officer shall publicly identify the section or sections of the act authorizing the executive session. All final votes, actions, or discussions shall be taken in open session.

I certify that this Notice of Regular Meeting was posted on **Friday, July 19, 2024, at or before 12:00 p.m.**, at the Main Office of the McAllen Housing Authority and Municipal Government Office, 1300 Houston Ave, McAllen, TX 78501 in compliance with Chapter 551, Government Code.



THE HOUSING AUTHORITY OF THE CITY OF MCALLEN

  
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Rodolfo "Rudy" Ramirez, Executive Director

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**MINUTES OF THE MEETING**  
**OF THE MCALLEN HOUSING COMMISSION REGULAR BOARD MEETING**  
**Wednesday, June 26, 2024**

CALL TO ORDER AND ROLL CALL – The regular meeting of the Board of Commissioner of the McAllen Housing Commission was held Wednesday, June 26, 2024, at the Family Development Center. Chair Elva M. Cerda called the meeting to order at 11:30 a.m. (concurrently with MHFC & MHDC Board Meeting) Present and attendance for roll call were:

Present: Chair Elva M. Cerda  
Vice Chair Eliseo “Tito” Salinas  
Resident Commissioner Kristel Garcia  
Assistant City Attorney Austin Stevenson

Absent: Commissioner Marc David Garcia

Staff: Executive Director Rodolfo “Rudy” Ramirez  
Deputy Director Daniel Delgado  
Finance Director Jose Garcia  
HCV Director Elena Saucedo  
FSS Coordinator Maria Loreda

Guest: City of McAllen Traffic Operation Engineering Representative Esteban Ramos  
City of McAllen Traffic Operation Engineering Representative Herbert Camacho

1. Call the meeting to order – 11:30 a.m.
2. Public Comment – None
3. Pledge of Allegiance – Resident Commissioner Kristel Garcia
4. Invocation – Vice Chair Eliseo “Tito” Salinas
5. Action Items:
  - a) Consideration and Possible Action to Approve Meeting Minutes of the Workshop Meeting and the Regular Board Meeting of May 22, 2024. **Chair Elva M. Cerda entertained a motion to approve Meeting Minutes of the Workshop Meeting and Regular Board Meeting of May 22,2024. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously.**
  - b) Consideration and Possible Action to Approve Memorandum of Understanding (MOU) with Region One Education Service Center – Adult Education and Literacy Program. **Executive Director Rodolfo “Rudy” Ramirez recommended the approval of the Memorandum of Understanding (MOU) with Region One Education Service Center – Adult Education and Literacy Program for benefit of**

McHC residents. MOU effective period beginning July 1, 2024, and ending June 30, 2025. Chair Elva M. Cerda entertained a motion to approve Memorandum of Understanding (MOU) with Region One Education Service Center – Adult Education and Literacy Program. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously.

- c) Consideration and Possible Action to Approve Memorandum of Understanding (MOU) with the Texas Department of Family and Protective Services – Foster Youth to Independence Program. **Executive Director Rodolfo “Rudy” Ramirez recommended the approval of the Memorandum of Understanding (MOU) with the Texas Department of Family and Protective Services – Foster Youth to Independence (FYI) Voucher Program. McHC is anticipated to service up to 25 youths under the FYI Voucher Program. Deputy Director Daniel Delgado indicated that partnership aligns with 5-year McHC’s PHA plan goal to expand supply of assisted housing and increasing housing choices. Chair Elva M. Cerda entertained a motion to approve Memorandum of Understanding (MOU) with the Texas Department of Family and Protective Services – Foster Youth to Independence Program. Resident Commissioner Kristel Garcia made a motion to approve; Vice Chair Eliseo “Tito” Salinas second the motion. Motion carried unanimously.**
- d) Consideration and Possible Action to Approve the McAllen Housing Commission Employee Organizational Chart for FY 2024-2025. **Executive Director Rodolfo “Rudy” Ramirez briefed commissioners about updates to McAllen Housing Commission Employee Organizational Chart for FY 2024-2025 including UTRGV Accounting and Social Work Interns. Chair Elva M. Cerda entertained a motion to approve the McAllen Housing Commission Employee Organizational Chart for FY 2024-2025. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously.**
- e) Consideration and Possible Action to Approve Resolution McHC 2024-03; A Resolution of the Housing Authority of the City of McAllen Approving the FY 2024-2025 Operating Budgets for Public Housing and Housing Choice Voucher Programs. **Finance Director Jose Garcia briefed commissioners on FY 2024-2025 Operating Budgets for Public Housing and Housing Choice Voucher Programs. Commissioners inquired about percentage increase for tenant revenue; Finance Director explained that percentage was evaluated due to historical review. Commissioners inquired about employee budget; Executive Director Rodolfo “Rudy” Ramirez explained that agency is currently staffed accordingly. La Vista Apartments, Retama I and II were excluded from operating budget. Chair Elva M. Cerda entertained a motion to approve Resolution McHC 2024-03; A Resolution of the Housing Authority of the City of McAllen Approving the FY 2024-2025 Operating Budgets for Public Housing and Housing Choice Voucher Programs. Vice Chair Eliseo “Tito” Salinas made a motion to approve;**

**Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously.**

6. Non-Action Items:

- a) Presentation by City of McAllen – Traffic Dept. – Vision Zero Plan
  - Presented by City of McAllen Traffic Operation Engineering Representatives Esteban Ramos and Herbert Camacho. Vision Zero Plan aims for zero traffic fatalities and severe injuries for all road users, they encouraged community engagement and feedback for project. Public Comment for plan to be held July 8<sup>th</sup> at City of McAllen Board workshop. Plan available to review at [www.mcallen.net](http://www.mcallen.net).
- b) Executive Director Report
  - Will coordinate with Board for next Commission Workshop.
  - Proposing to paint McHC Joe A. Saenz Administration Building with Milnet Architectural Services. The painting will benefit the aesthetic and building preservation along with the rebranding efforts of the agency – will update Commissioners soon.
  - HAVE-STR 2024 Conference update – HUD and Nelrod offered training sessions at conference, with a high number of attendees.
  - HAVE-STR 2025 Conference to be held June 3<sup>rd</sup> -6<sup>th</sup> at South Padre Island.
  - Proposing Memorandum of Understanding for potential hurricane impact, collaborating with Corpus Christi Housing Authority – will update Commissioners in next board meeting.
- c) Financial Summary
  - Finance Director Jose Garcia reported Financial Update for May 2024 with no significant findings.

7. Executive Session: Closed Session Under Government Code 551 Sections

- Executive Session not needed.

8. Reconvene to Open Session; Action, if any, on:

- No action required.

9. Board Agenda Requests for July Board Meeting

- Travel and Training to be added to next Commission Workshop

10. Adjournment. **Chair Elva M. Cerda entertained a motion to adjourn the meeting. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Meeting Adjourned at 12:36 PM.**



2024



2025

JULY						
S	M	T	W	T	F	S
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7	8	9	\$	11	12	13
14	15	16	17	18	19	20
21	22	23	\$	25	26	27
28	29	30	31			

AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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JANUARY						
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MARCH						
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30	31					

APRIL						
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MAY						
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JUNE						
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15	16	17	\$	19	20	21
22	23	24	\$	26	27	28
29	30					

# 2024-2025 Calendar

## Holiday Schedule

- July 4, 2024 – Independence Day
- Sept. 2, 2024 – Labor Day
- Nov. 11, 2024 – Veterans Day
- Nov. 28, 2024 – Thanksgiving Day
- Nov. 29, 2024 – Day after Thanksgiving
- Dec. 24, 2024 – Christmas Eve
- Dec. 25, 2024 – Christmas Day
- Dec. 31, 2024 – New Year’s Eve
- Jan. 1, 2025 – New Year’s Day
- Jan. 20, 2025 – Martin L. King Day
- April 18, 2025 – Good Friday
- May 26, 2025 – Memorial Day
- June 19, 2025 – Juneteenth

## Legend

- Payday
- Holiday
- Board Meeting

\*Subject to change

*“Transforming Families  
Strengthening Communities”*





## Executive Summary

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<b><u>Item:</u></b>	Host Agency Agreement with AARP Foundation
<b><u>Effective Date:</u></b>	<b>September 1, 2024 – August 31, 2025</b>
<b><u>Discussion:</u></b>	The purpose of the agreement is for McHC and AARP to enter into a joint engagement under which a participant will receive training in a community service assignment while actively pursuing unsubsidized employment. McHC agrees to provide meaningful training and work experience to the participants in exchange for federally subsidized community service hours by AARP Foundation
<b><u>Recommendation:</u></b>	Staff recommends approval.

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## Executive Summary

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**Item:** Partner Services and Curriculum Licensing Agreement with Community Tech Network

**Discussion:**

Community Tech Network (CTN) has been working to close the digital divide, envisioning a world where individuals are empowered to use technology to thrive. CTN believes that access to the Internet is a human right, and that those without the skills to use the internet are at risk of social and economic disadvantage. CTN will provide 8-15 hours of digital navigator, classroom trainer, or ACP enrollment specialist training services to each of up to 300 trainers identified by 30 nonprofit Community Partners.

**Recommendation:** Staff recommends approval.

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**PARTNER SERVICES AND CURRICULUM LICENSING AGREEMENT  
COMMUNITY TECH NETWORK AND McALLEN HOUSING AUTHORITY**

This Partner Services and Curriculum Licensing Agreement (the “**Agreement**”) is entered into and effective as of the June 12, 2024 (the “**Effective Date**”) between Community Tech Network (CTN), with its business located at 1390 Market Street, Suite 200, San Francisco CA 94102 (“**Licensor**”) and McAllen Housing Authority (MHA), with its business located at 1200 N. 25<sup>th</sup> St, McAllen, TX 78501 (“**Licensee**”). This Agreement becomes effective once it is executed by all parties involved. It will remain effective until all training sessions and resources have been delivered to the Community Partner. The duration is explicitly bounded by the grant funded cycle, which is defined to last from January 1, 2024, to December 31, 2026, unless earlier terminated pursuant to the terms set forth herein.

**BACKGROUND:**

Since 2008, **Community Tech Network (CTN)** has been working to close the digital divide, envisioning a world where individuals are empowered to use technology to thrive in connected and flourishing communities. CTN believes that access to the Internet is a human right, and that those without the skills to use the internet are at risk of social and economic disadvantage. CTN has provided services to over **9,000 unique learners** through a network of over **100 partner agencies nationwide**, delivering over **41,000 hours of culturally proficient, multilingual training**.

Our partner, **Methodist Healthcare Ministries (MHM)** is investing \$181.1 million to advance health equity, strengthen communities and impact systemic change across its **74-county service area**. That amount includes direct services, community investments, the development of community partnerships and advocacy initiatives that create a more level playing field for individuals to thrive. It is through this impactful partnership that CTN is empowered to provide 30 Community Partners with devices, digital connector support services, capacity building training for practitioners, multilingual curricula, and a whole host of valuable regionally specific resources to Community Partners doing business in the following counties: Bastrop, Bexar, Caldwell, Comal, Hays, Travis, and Williamson. In some cases, CTN may also partner in any of the 74 counties served by MHM in South Texas.

**McAllen Housing Authority (MHA)** is committed to providing safe, decent, and affordable housing for low-income families, elderly, and disabled individuals in McAllen, Texas. Their mission focuses on enhancing the quality of life for residents by fostering sustainable communities and promoting self-sufficiency. MHA values integrity, respect, and community partnerships, ensuring that their programs and services are delivered with the highest standards of professionalism and care.

**OVERVIEW OF DELIVERABLES TO COMMUNITY PARTNERS UNDER THE NAVIGATORS FOR TEXAS INITIATIVE:**

MHM will serve as the fiscal support agent of a three-year digitalLIFT capacity building initiative called “Navigators For Texas” which will be managed by Community Tech Network (CTN). CTN will provide 8-15 hours of digital navigator, classroom trainer, or ACP enrollment specialist training services to each of up to 300 trainers identified by 30 nonprofit Community Partners. In order to achieve this, CTN will:

- Deploy a Texas-designated Program Manager and 5 Digital Navigators to recruit/assist partner agencies regionally in delivering and/or establishing successful digital equity programs in 1:1, virtual, in person or hybrid training environments.

- Train up to 10 staff/volunteers each, from 30 partner agencies, in order for the agency to sustain these activities moving forward.
- Distribute 750 technology packages to established Community Partners (25 devices each) based upon need and include: chosen device, protective case, stylus, and six (6) months internet service.

LIFT Navigator, Trainer, and ACP training modules are provided via learning management system. Additionally we offer focused support modules for program managers (digitalLIFT), senior service providers (Senior LIFT); library service providers (Library LIFT); and social services/health providers (LIFT Wellness). Live debrief sessions (90 minutes) take place at the conclusion of each training cohort. An online community forum supports and provides space for new trainers to share resources, advice and inspiration. Licensed curricula is offered in 8+ languages and on multiple devices.

### **SERVICES PROVIDED BY CTN TO MCALLEN HOUSING AUTHORITY:**

As part of this initiative, each Community Partner will receive the following:

**digitalLIFT Capacity Building Training Services:** Up to ten (10) Trainers/agency, enrolled in asynchronous, online learning modules:

- CTN will assist Community Partners with completing internal **Diagnostic Needs Assessment (DNA)** to determine best course of action in training

Partner may choose from:

#### **LIFT Navigators (10-12 hrs of engagement/learner)**

1. LIFT Navigators (Parts 1 & 2)
2. LIFT | Shadowing - 1:1 Virtual
3. LIFT | Resource Package
4. ACP Overview

or

#### **LIFT Trainers (8-10 hrs of engagement/learner)**

1. LIFT Trainers (Parts 1 & 2)
2. LIFT | Digital Skills Curriculum Walkthrough
3. LIFT | Shadowing - 1:1 Virtual
4. LIFT | Resource Package
5. ACP Overview

Additionally, all participants may add-on certain focus areas where relevant (2-3 hrs of engagement) and will:

- Be enrolled in a 90-minute live, virtual workshop/debrief at the end of each cohort
- Be given access to one (1) complimentary curriculum of their choosing, from our multilingual curriculum library (further detail provided below).
- Receive full wrap support through virtual, in-person, or hybrid multilingual Navigator support services.
- Be invited to participate in quarterly check-ins with CTN staff.

- Be awarded membership in the CTN Community Forum in order to build community among peers and encourage ongoing engagement with fellow digital equity practitioners, even after the grant cycle has ended.

**Curriculum:** Each partner agency will be given access to one (1) complimentary curriculum from the CTN multilingual curriculum library.

- Curriculum files will be delivered as a digital download and should be saved to the agency's server prior to use/deployment.
- CTN's Curriculum Manager will reach out to the partner to review available options after the designated capacity building training cohort has commenced.

*This Agreement ensures a structured and time-bound delivery of services and resources to the Community Partners, with clear start and end dates aligning with the funding period. It contains additional terms regarding the responsibilities of each party, the nature of the resources to be provided, and the legal protections surrounding the use of licensed curricula, which should be reviewed carefully prior to signing.*

**Digital Devices:** Each Community Partner will be allocated 25 digital devices (valued @ \$399/device plus 6 months internet service) and chosen from the following categories as applicable:

- smart phone
- tablet
- chromebook
- laptop

**Data Collection and Reporting:**

- CTN will collect the following data from all partnerships and will provide this data to our funding partner:
  - # of Partners served
  - # of Trainers trained
  - # of Devices distributed
  - Outreach activities
  - Digital Connector hours & activities
  - Client satisfaction from those who work with our trained Navigators
- Additionally CTN requires a sharing of demographic data collected on end users served under the MHM grant award - specifically those served by the use of our training tools, resources, curriculum, or device distribution.
- CTN will review data for accuracy and communicate data quality needs to partners as applicable.
- CTN will also provide survey templates which can help streamline these data collection activities.
- CTN requests for a clean logo graphic and a download of the partner's last annual report.
- CTN requests that partners place the CTN logo on the organization's website as a partner for the duration of the partner period, CTN will provide our logo graphic for partner organizations.

**RESPONSIBILITIES OF MCALLEN HOUSING AUTHORITY:**

1. Enroll up to 10 staff/volunteers in digitalLIFT capacity building training.
2. Use CTN provided training and resources to share information, enhance service provision, and provide training to their community and partners

3. With CTN support as needed, McAllen Housing Authority will:
  - Serve 100 people (minimum) utilizing CTN curriculum and training skills
  - If interested, utilize Digital Navigator (Connector) services provided to assist in delivering workshops, multilingual training, or relevant local events which may include: Public Benefits Enrollment, Internet sign-up, Device Distribution, or similarly related activities
4. Availability to meet regularly with CTN Representative quarterly
5. Timely communications of needs to the group to facilitate collaborations
6. Lead outreach activities inside their communities to promote training opportunities and events
7. Provide necessary data and demographics upon request in order for CTN to effectively meet funder-identified reporting requirements.
8. Place CTN logo on partner webpage for duration of partnership to visibly recognize our collaborative efforts and strengthen our partnership visibility.
9. Share Agency logo with CTN for placement on partner webpage
10. Share latest Annual Report for agency

**FEES:**

The Agreement covers the provision of devices, training, curricula, and additional resources. These are specified to be supplied at no cost to the Community Partners as an attribute of the generous support of Methodist Healthcare Ministries (MHM).

**CTN CURRICULUM LICENSING RECITALS:**

- A. Licensor and Licensee are parties to the combined Partner Services and Curriculum Licensing Agreement herein.
- B. Licensor has developed Training Curriculum Materials.
- C. Licensee desires to license the Training Curriculum Materials from the Licensor with unlimited use by Trainers who have completed the digitalLIFT training-for-trainers.
- D. Licensor desires to grant to Licensee a non-exclusive license to use the Training Curriculum Materials (defined below) solely for purposes of providing instruction to direct service clients, under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions.**

- 1.1. "Authorized Users" means employees, contractors and volunteers who, during the Term (defined below), are employed or retained as Trainers by Licensee and who are granted access by the Licensee to use the CTN Materials (defined below) pursuant to the license granted in this Agreement.
- 1.2. "CTN Materials" means Licensor's Confidential Information (defined in Section 8 below), Training Curriculum, individual lessons, teaching methods, instructor materials including step-by-step training guides and homework assignments, and all other tangible and intangible property owned by Licensor that Licensor, provides to Licensee pursuant to this Agreement.



## 2. License.

2.1. Grant of License. Subject to the terms and conditions contained herein, during the Term (section 6.1), Licensor hereby grants to Licensee a limited non-exclusive, non-transferable (except as provided in

Section 9.5) license to use the CTN Materials solely for the purposes of training Authorized Users (Section 1.1) and for such Authorized Users to provide instruction and assistance to PFS clients.

- a. Licensee may partition the CTN Materials (Section 1.2) into smaller, contiguous sections to use independently or with other curricula supported or complemented by the CTN Materials. All portions of CTN Materials should maintain CTN Logo branding identification (Attachment A) sized to maintain readability of the text. Licensor reserves all rights not expressly granted to Licensee within this Agreement.
- b. Licensee may print and distribute copies of CTN Materials to Authorized Users (Section 1.1) receiving instruction.

2.2. Use of Logo. The license granted in this Agreement also includes permission to display Licensor's logo ("Logo") provided in Attachment A solely in connection with the provision of services under the Digital Lift Training Services section listed above, in a form and manner as may be prescribed from time to time by Licensor. Licensor reserves the right to request modifications to the placement of its Logo on the Licensee's webpage, in accordance with its branding guidelines or for any other reasonable purpose. Licensee acknowledges Licensor's ownership of the Logo and the goodwill associated therewith, and Licensee agrees that it will do nothing inconsistent with such ownership, and that use of the Logo by Licensee shall insure to the benefit of Licensor. All use by Licensee of the Logo is subject to Licensor's prior written approval in each instance. Additionally, Licensee shall ensure the removal of Licensor's logo from all associated websites should the contract be terminated.

2.3. License Restrictions. Licensee shall not use the CTN Materials for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in Section 2.1.a in this Agreement, Licensee shall not at any time, directly or indirectly, in whole or in part, (1) modify or create derivative works of the CTN Materials, (2) sell, market, license, loan, rent, post or otherwise disclose the CTN Materials to any third party other than Authorized Users, or (3) distribute electronic versions of the CTN Materials to anyone other than Authorized Users.

2.4. Ownership by Licensor. Licensee acknowledges and agrees that as between Licensor and Licensee, Licensor shall at all times, as applicable, retain ownership, title, authority to license, and interest in and to the CTN Materials, all electronic and print copies thereof, and all intellectual property rights relating thereto, including, without limitation, copyrights, trademarks, and trade secrets. For the avoidance of doubt, Licensee does not acquire any rights of ownership in the CTN Materials. The license granted hereunder only confers a right in the Licensee to use the CTN Materials for the Term of this Agreement solely for purposes training Authorized users (defined in Section 1 above) and for such Authorized Users to provide instruction and assistance to clients, so long as the Licensee complies with all the terms and conditions hereof.

2.5. Quality and Inspection. Licensee undertakes that all uses of the CTN Materials by Licensee shall be of the highest standard and quality and shall be of such style, design, appearance and workmanship

as to maintain or enhance the reputation of Licensor, and the goodwill associated with the CTN Materials and Licensor.

### **3. Licensee's Additional Responsibilities.**

Licensee acknowledges and agrees that Licensee is responsible and liable for all uses of the electronic and printed CTN Materials resulting from access provided by Licensee, directly or indirectly. Without limiting the generality of the foregoing, Licensee is responsible for all acts and omissions of Authorized Users, and any act or omission by any Authorized Users that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized Users' use of the CTN Materials, and shall be responsible for ensuring that all Authorized Users comply with such provisions.

### **4. Support.**

Except as otherwise provided in the Services Memorandum of Understanding, this Agreement does not entitle Licensee to any support for the CTN Training Materials.

### **5. Licensing Fee.**

5.1. There is no licensing fee to Licensee per CTN's agreement with MHM. Each Community Partner will choose one (1) curriculum from the CTN Curriculum Library

### **6. Term and Termination.**

6.1. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Termination Date of **December 31, 2026**, unless earlier termination pursuant to the terms set forth herein.

6.2. If either party should fail to materially perform any act required by this Agreement, or otherwise breach any covenant or obligation herein, the non-breaching party shall give written notice of default to the breaching party. If the breaching party should fail to cure such default within thirty (30) days after its receipt of written notice thereof, the non-breaching party shall have the right to terminate this Agreement by sending to the breaching party a notice of termination.

6.3. Either Licensor or Licensee shall each have the right to terminate this Agreement at any time without cause upon thirty (30) days prior written notice to Licensee or Licensor.

6.4. Upon termination of this Agreement for any reason, the license granted hereunder shall immediately terminate and all rights granted hereunder shall immediately revert to Licensor. Licensee shall, within ten (10) days after such termination, return to Licensor or destroy all CTN Materials (including copies thereof and documentation relating thereto and removal of Licensor's logo from all associated websites) in Licensee's possession, and provide to Licensor a signed and written certification that Licensor has returned and/or destroyed all such materials.

## **7. No Warranties.**

The CTN materials are delivered to Licensee “as is” and without any warranties of any kind, either expressed or implied, including, without limitation, the implied warranties of infringement, merchantability, and fitness for a particular purpose. Licensor does not warrant that the CTN materials will meet Licensee’s requirements or be error-free. Furthermore, Licensor does not guarantee the CTN materials will produce results desired by Licensee.

## **8. Confidentiality.**

Licensee will maintain in strict confidence, and use and disclose only as authorized by this Partner Services and Training Curriculum Licensing Agreement, all Confidential Information (defined below) that it receives in connection with this Agreement. These nondisclosure obligations shall continue until the termination date of this Agreement, **December 31, 2026**, as to any Confidential Information for so long as that information meets the definition of Confidential Information (as defined below). Notwithstanding the foregoing restrictions, Licensee may disclose any information to the extent required by law or governmental authority, but only after Licensor has been so notified and has had the opportunity to contest the requirement or to obtain reasonable protection for the information in connection with the disclosure. Licensee will use the necessary security and other measures to ensure the security and integrity of its systems and Licensor’s data and information.

“Confidential Information” means any and all information, without regard to form, related to Licensor’s business which is not commonly known by or available to the public. By way of illustration, “Confidential Information” includes, without limitation: the terms of this Partner Services and Curriculum Licensing Agreement as well as Licensor’s owned and/or licensed inventions, ideas, processes, teaching methods, systems, best practices, instructor materials, business methods, financial information, data and data files and derivative works thereof, other works of authorship, know-how, improvements, discoveries, designs and techniques and the architecture, algorithms, and source and object code of software belonging and/or licensed to Licensor.

Notwithstanding the foregoing, Confidential Information shall not include: (1) information generally available to the public; (2) information released by Licensor generally without restriction; (3) information previously known to Licensee or independently developed or acquired by Licensee without reliance on other protected information of Licensor; or (4) information approved by Licensor for use and disclosure by Licensee without restriction. Notwithstanding any other provision herein, Licensor acknowledges that Licensee is subject to the Texas Public Information Act and is required to abide by its provisions. Licensor further acknowledges that Licensee’s compliance with the Texas Public Information Act does not violate any terms of this Agreement.

## **9. Data Management.**

CTN shall collect and record data from Community Partners, including but not limited to the number of partners served, trainers trained, devices distributed, details of outreach activities, digital connector hours and activities, client satisfaction metrics related to interactions with our certified Navigators as well as demographic data collected on end users served under the MHM grant award. Such data shall be securely maintained within CTN’s Salesforce system, with access restricted exclusively to CTN personnel possessing the requisite authorization. CTN hereby guarantees that this

information shall remain strictly confidential, ensuring its use is confined solely to program-related objectives and shall comply with all applicable laws and regulations regarding data protection.

## **10. Miscellaneous Provisions.**

10.1. Waiver. Neither Licensor's nor Licensee's failure at any time or times to require performance of any provision hereof shall affect its right at a later time to enforce the same. No waiver by either party of the breach of any provision hereof shall be deemed to be a continuing or further waiver of any such breach.

10.2. Severability. If any provision of this Agreement shall be held to be illegal or null and void in any respect by any court of competent jurisdiction, such determination shall not affect the remaining parts of this Agreement and they shall remain in full force and effect.

10.3. Remedies. Each party hereto hereby acknowledges and agrees that a violation of any of the provisions of this Agreement by either party would cause irreparable and substantial damage and harm to the other party hereto and could constitute a failure of consideration, and that money damages alone would be inadequate to compensate such other party for such violation(s). Accordingly, in the event of any breach or threatened breach by either party hereto of this Agreement, the other party hereto shall be entitled to obtain preliminary and permanent injunctive or other equitable relief to restrain any breach or threatened breach or otherwise to specifically enforce the provisions of this Agreement. Such remedy shall be cumulative and not exclusive and shall be in addition to any other remedy the aggrieved party may have including, without limitation, any right to recover damages in connection with a breach of this Agreement.

10.4. Attorney Fees. Licensor and Licensee agree that if either party initiates legal action to enforce this Agreement, the non-prevailing party in such action shall pay all reasonable attorney's fees, costs and expenses incurred by the prevailing party pertaining to such legal action. Reasonable attorney's fees shall be governed by the law of the State of Texas and shall refer to attorney's fees that are customary and usual for similar legal matters in Texas.

10.5. Amendment. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought.

10.6. Assignment. Licensee may not assign or otherwise transfer this Agreement or any other rights or obligations herein without Licensor's express written consent. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their permitted successors and assigns.

10.7. Further Assurances. Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

10.8. Entire Agreement. This Agreement, and any documents executed contemporaneously with this Agreement, constitute the entire and exclusive statement of the agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements



and understandings, oral and written, between the parties hereto with respect to the subject matter of this Agreement.

10.9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, a document (or signature page to such document) signed and transmitted by email is to be treated as an original document. The signature of any party on a document, for purposes of this Agreement, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

**PRIMARY CONTACTS**

The following personnel are representatives of their organizations and primary contact people regarding services and collaborative agreements. In order to maintain communication, each party will inform the other if and when the below contact information changes:

<p><b>Jessica Strom, Sr. Program Manager</b>  Community Tech Network  1390 Market Street, Suite 200  San Francisco, CA 94102  <a href="mailto:jstrom@communitytechnetwork.org">jstrom@communitytechnetwork.org</a>  562-508-7553</p>	<p><b>Daniela Granados, Resident Services</b>  McAllen Housing Authority  1200 N. 25<sup>th</sup> St,  McAllen, TX 78501  <a href="mailto:dgranados@mcallenhc.org">dgranados@mcallenhc.org</a>  956-686-3951</p>
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**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the Effective Date set forth above.

**SIGNATURES**

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**Rodolfo “Rudy” Ramirez, Executive Director** Date  
**Daniel Delgado, Deputy Directory**  
McAllen Housing Authority

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**Skye N. Downing, Programs & Partnership Director** Date  
Community Tech Network



# About Community Tech Network (CTN)

- Established as a nonprofit in **2008**
- Provided basic/intermediate digital literacy training to more than **12,000 learners** of all ages
- Over **73,000 hours** of training delivered through multilingual curriculum, direct service provision, and training for trainers
- Partnered with over **100 agencies** nationwide

**Our mission is to transform lives through digital equity.**





# MHM Funded Capacity Building

Bexar, Travis, Caldwell, Hays, Comal & Williamson - Target Counties

## Community Partners

&

## Digital Equity Partners

- Diagnostic Needs Assessment
- digitalLIFT training for up to 10 individuals
- Choice of 1 existing CTN curriculum
- Ongoing CTN Digital Navigator Support (hybrid)
- 25 Devices (choice of phones, tablets, or laptops)

- Diagnostic Needs Assessment
- digitalLIFT training for up to 5 individuals
- Choice of 1 existing CTN curriculum



## Executive Summary

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**Item:** Interlocal agreement with Hidalgo County Housing Authority to allow housing choice voucher leasing within McHC territorial boundaries.

**Discussion:** McHC is in discussions with Hidalgo County Housing Authority to allow them to lease their vouchers in McAllen City limits. Hidalgo County is proposing only 30 vouchers to be used beginning January 1, 2025.

McHC's current HCV program utilization is high and we don't anticipate any adverse effects to our HCV program. There continues to be a high demand for affordable housing in McAllen and we believe this agreement will benefit the public by allowing more affordable housing assistance.

Additionally, this agreement allows McHC the flexibility in allowing the vouchers to be leased based on availability and our HCV program will have priority.

**Recommendation:** Staff recommends approval.

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STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE MCALLEN HOUSING COMMISSION AND THE HOUSING AUTHORITY  
OF THE COUNTY OF HIDALGO**

THIS Agreement is made on this the 24 day of July, 2024, by and between the MCALLEN HOUSING COMMISSION (hereinafter referred to as "McHC"), and the HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, (hereinafter referred to as "HACH") pursuant to the provisions of Chapter 791 of the Texas Government Code ("Texas Interlocal Cooperation Act") and Chapter 392, subsection 392.059 of the Texas Local Government Code as follows:

WITNESSETH:

WHEREAS, the housing authorities of both McAllen ("McHC") and Hidalgo County ("HACH") were created by and are governed by Chapter 392 of the Texas Local Government Code, the parties proceed in accordance with the authorities of their respective governing bodies.

NOW, THEREFORE, McHC and HACH in consideration of the mutual covenants expressed hereinafter, agree as follows:

HACH wishes to provide services through 24CFR Part 982, Non-Project Based Section 8 Housing Choice Voucher Program within the territorial boundaries of McHC.

McHC shall allow thirty (30) vouchers to be used by HACH within the territorial boundaries of McHC, to be determined by McHC based on unit availability.

At any time in the future, McHC may allow the use of additional vouchers by HACH within the territorial boundaries of the McAllen Housing Commission. Said vouchers shall also be governed by the terms of this Agreement.

HACH shall proceed in furtherance of this agreement with all rights, duties, and Section 8 Program regulations to administer, coordinate, and enforce these vouchers as required under state and federal laws.

Should a dispute occur between the legal authority of the McHC and the HACH that relates directly or indirectly to the interpretation of this agreement, the compliance with Section 8 Program rules and regulations, and the process of program participants, then the decisions of the McHC shall govern throughout the effective term of this agreement.

The HACH and McHC stipulate that neither the McHC nor its Commissioners, employees, insurers, or representatives legal and otherwise, shall bear no fault, -responsibility, or liability as to any claims, damages, or judgments arising from this agreement or prior act, incident, occurrence, or event.

The HACH further agrees that any and all insurance policies shall remain in full force and effect throughout the effective term of this agreement. Any covered claims shall be processed through the HACH's insurers. The HACH agrees to fully indemnify and hold the McHC harmless from any claim, liability, damages, expenses, attorneys' fees, and judgments related to the vouchers administered under this Agreement.

**Term.** The HACH and McHC further agree that the term of this agreement shall take effect on **January 1, 2025.**

Either the McHC or the HACH may terminate this agreement with or without cause at any time and such termination shall take effect within thirty (30) days, and/or at the end of the client's HAP contract.

**Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**Entire Agreement.** This Agreement contains the entire contact between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein.

This Agreement may be modified or amended only by agreement in writing executed by McHC and HACH, and not otherwise.

**Applicable Law.** This agreement shall be construed under and in accordance with the laws of the United States and state of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas; The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**Assignment.** This Agreement shall not be assignable.

**Authority to Execute.** All necessary laws, resolutions or board action has duly authorized the execution and performance of this Agreement by McHC, and HACH, and this Agreement constitutes the valid and enforceable obligations of the Parties:

**Governmental Purpose.** Each party hereto enters into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

BY:

\_\_\_\_\_  
Rodolfo “Rudy” Ramirez  
Executive Director, McHC

\_\_\_\_\_  
Adela Gonzalez  
Executive Director, HACH

## Executive Summary

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**Item:** Interlocal Agreement to partner with Hidalgo Co. Housing Authority

**Discussion:** McHC and Hidalgo County Housing Authority are interested in partnering up to provide and/or receive technical assistance, equipment and resources in the event of a natural disaster, emergency or other urgent need. The attached interlocal agreement has been approved by HUD and is currently in use by other housing authorities within the Texas NAHRO network.

**Recommendation:** Staff recommends approval.

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## **INTERLOCAL AGREEMENT OF TEXAS PUBLIC HOUSING AUTHORITIES**

WHEREAS, pursuant to Texas Local Government Code 392, a public housing authority (PHA) is a unit of government and the functions of a housing authority are essential governmental functions; and,

WHEREAS, Interlocal Agreements are commonly used by local governmental entities in the performance of governmental functions unique to those governmental entities.

WHEREAS, in order to provide necessary and essential services in time of disaster, emergency, or other unforeseen or urgent need, PHA's may wish to enter into an agreement with other PHA's as either a Provider of Services (Providing PHA), a Receiver of Services (Receiving PHA), or both; and,

WHEREAS, needed assistance may be in the form of human resources (staffing), technical assistance or expertise, equipment, project or other mutually agreed service or resource which shall herein be referenced as Agreed Assistance.

WHEREAS, this "Interlocal Agreement of Texas Housing Authorities" is intended as a framework where individual PHA's make seek and retain from other individual PHA's specific services and/or equipment or materials herein referred as Agreed Services without formal procurement.

THEREFORE, the following terms and conditions of this Inter-local Agreement are established to facilitate timely response to disaster or other situations (Agreed Assistance) where the a Receiving PHA experiences a need for assistance and a Providing PHA agrees to provide such assistance.

### Terms of Participation:

1. A Providing PHA agrees to provide Agreed Assistance to a Receiving PHA.
2. The Receiving PHA agrees to reimburse the Providing PHA based on the actual cost that Providing PHA incurs in providing those Agreed Services.
3. Upon need for assistance the Receiving PHA shall provide written request(s) with sufficient detail and information to allow a Providing PHA to determine its capacity and willingness to provide the requested assistance.
4. The Providing PHA shall provide a written description describing offered resources and a timeline necessary to accomplish the said assistance. The Receiving PHA may accept or

reject such offered services.

5. As time is of the essence in this offering and/or accepting said resources, Executive Directors, or designees, of PHA's shall each be authorized to offer and/or accept said Agreed Assistance. Such offer or acceptance shall be binding upon the respective PHA.
6. Providing PHA agrees to track actual costs incurred in providing Agreed Assistance and to provide timely invoices to the Receiving PHA for services rendered, including employee costs, overhead costs, equipment costs, and other costs.
7. The Receiving PHA agrees to reimburse invoiced costs within thirty (30) days of receipt.
8. The Providing PHA agrees to ensure that any supplies, equipment, and/or services utilized in providing agreed services are procured in compliance with the laws and regulations governing public housing authorities.
9. HUD Funding. The PHA's acknowledge resources loaned by a Providing PHA may be Program Funds and when those funds repaid by the Receiving PHA, those funds remain HUD Program funds,
10. Eligible Entities. All Texas entities governed by and or subject to Chapter 392 of the Texas Local Government Code are eligible to patriciate as either Providing PHA, Receiving PHA or both.
11. PHA Authorization. The signatories to this Inter-local Agreement certify that he/she has authority granted by their respective PHA to enter into this Agreement.
12. Forms of Communication. The parties will communicate via email, text, telephone and fax. Communications as exchanged may be relied upon and are binding upon the parties.
13. Reporting. The parties agree to designate an individual or individuals with respect to each Agreed Assistance who will be responsible for representing the party in that assistance.
14. Insurance. Each party agrees to maintain their own insurance. The parties agree that the Providing PHA employees are not employees of the Receiving PHA and any claims that they have with respect to injuries sustained during the performance of the work will be covered by the Providing PHA worker's compensation policy.
15. Independent Contractor. The parties agree that at all times the Providing PHA will act as an independent contractor.
16. Entire Agreement. The parties acknowledge that they are both public entities and by entering into this Inter-local Agreement, they do not intend to or do they waive their status as public entities under the laws of the State of Texas or the United States of

America.

17. Disputes. Any dispute as to an Agreed Assistance must be delivered to the other party within ten (10) days of receipt of any bill. Any dispute between the parties which cannot be resolved within twenty (20) days shall be submitted to mediation. Such mediation will be held within ninety (90) days of the determination that the dispute cannot be resolved between the parties. If mediation is unsuccessful the parties agree to submit the matter to arbitration. The Arbitrator to be selected by agreement of the parties or upon request of either party by the may petition the court for selection of Arbitrator. The decision of the Arbitrator shall be final
  
18. Administration. An Administrator shall serve as the repository of these Interlocal Agreements to:
  - a. Maintain a list of interested Providing PHA's and Receiving PHA's, and
  - b. Serve as a communication hub to receive requests for service and to communicate such requests to potential Providing PHA's.
  - c. Texas NAHRO shall serve as Administrator until such other entity is named.
  
19. This Agreement shall be effective when signed and shall remain active until repealed or modified by the PHA.

**Designated contact:**

Name(s): \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Approval:**

\_\_\_\_\_ agrees to participate in this Intergovernmental Agreement as:

- Potential Provider of Services; or,
- Potential Receiver of Services; or,
- Both potential Receiver of Service and Provider of Service

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**NOTICE OF REGULAR MEETING**

The Board of Commissioners of the McAllen Housing Facility Corporation will meet in a Regular Session scheduled for 11:15 a.m. (concurrently with McHC & MHDC Regular Board Meeting).

Wednesday, July 24, 2024  
Family Development Center | 2501 W. Maple Ave. | McAllen, TX 78501


- 1. Call Meeting to Order
- 2. Action Items:
  - a) Consideration and Possible Action to Approve the Meeting Minutes of the Regular Board Meeting of June 26, 2024. **Pg.2-4**
  - b) Consideration and Possible Action to Approve the Letter of Intent – Real Estate Acquisitions
- 3. Non-Action Items:
- 4. Adjournment

Executive Session: If during the course of the meeting any discussion of any item on the agenda should be held in executive or closed session, the Board of Directors shall convene in such executive session or closed session in accordance with the Texas Open Meeting Act, Texas Government Code Section 551.071 to 551.075. Before any such session is convened, the presiding officer shall publicly identify the section or sections of the act authorizing the executive session. All final votes, actions, decisions shall be taken in open session.

I certify that this Notice of Regular Meeting was posted on **Friday, June 19, 2024, at or before 12:00 p.m.**, at the Main Office of the McAllen Housing Facility Corporation and Municipal Government Offices, 1300 Houston Ave., McAllen, TX 78501 in compliance with Chapter 551, Government Code.



The McAllen Housing Facility Corporation

  
Rodolfo "Rudy" Ramirez, Executive Director

The McAllen Housing Facility Corporation is committed to compliance with the American Act (ADA). This meeting site/video conference is accessible to disabled persons. Reasonable accommodation and equal access to communications will be provided to those who provide notice to the Executive Director at (956) 686-3951 at least 48 hours in advance of meeting.

## MINUTES OF THE MEETING

### OF THE MCALLEN HOUSING FACILITY CORPORATION REGULAR BOARD MEETING

Wednesday, June 26, 2024

CALL TO ORDER AND ROLL CALL – The regular meeting of the Board of Commissioner of the McAllen Housing Facility Corporation was held Wednesday, June 26, 2024, at the Family Development Center. Chair Elva M. Cerda called the meeting to order at 11:30 a.m. concurrently with MHA and MHDC. Present and attendance for roll call were:

Present: Chair Elva M. Cerda  
Vice Chair Eliseo “Tito” Salinas  
Resident Commissioner Kristel Garcia  
Assistant City Attorney Austin Stevensen

Absent: Commissioner Marc David Garcia

Staff: Executive Director Rodolfo “Rudy” Ramirez  
Deputy Director Daniel Delgado  
Finance Director Jose Garcia  
HCV Director Elena Saucedo  
FSS Coordinator Maria Loreda

Guest:

1. Call Meeting to Order – 11:30 a.m.
2. Action Items:
  - a) Consideration and Possible Action to Approve Meeting Minutes of the Regular Board Meeting of May 22, 2024. **Chair Elva M. Cerda entertained a motion to approve Meeting Minutes of the Regular Board Meeting of May 22, 2024. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously.**
  - b) Consideration and Possible Action to Approve Operating Budget for the McAllen Housing Facility Corporation (MHFC) Orchid Place Apts., Sunset Gardens Apartments., and Villas at Beaumont Apts. for FY 2024-2025. **Finance Director Jose Garcia briefed Commissioners on combined budget previously reviewed. Combined budget already includes Operating Budget for MHFC FY 2024-2025. Breakout of individual properties will be allocated proportionally. Finance Director will be presenting allocations in the next board meeting. Chair Elva M. Cerda entertained a motion to approve Operating Budget for the McAllen Housing Facility Corporation (MHFC) Orchid Place Apts., Sunset Gardens Apartments., and Villas at Beaumont Apts. for FY 2024-2025. Resident**



**Commissioner Kristel Garcia made a motion to approve; Vice Chair Eliseo “Tito” Salinas second the motion. Motion carried unanimously.**

- c) Consideration and Possible Action to Approve Resolution MHFC 2024-03; A Resolution of the McAllen Housing Facility Corporation Approving the Accounts Receivable Write-Off for Orchid Place Apartments for Year Ending June 30, 2024. **Deputy Director Daniel Delgado briefed commissioners on proposal to write-off \$4,149.00 from Orchid Apartments, the balance was uncollectable from six tenants. Commissioners inquired about one tenant’s higher balance; Deputy Director Daniel Delgado explained tenants balance was summed up from damage fees and past due rent. Assistant City Attorney Austin Stenvensen proposed filing suit against tenant in a collection effort. Chair Elva M. Cerda entertained a motion to approve Resolution MHFC 2024-03; A Resolution of the McAllen Housing Facility Corporation Approving the Accounts Receivable Write-Off for Orchid Place Apartments for Year Ending June 30, 2024, and the Approval for Write-Off to send to Austin Stenvensen for collection effort. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously.**

3. Non- Action Items:

a) Financial summary

- Finance Director Jose Garcia reported Financial update for May 2024 with no significant findings.

b) La Vista Financial Summary

- Finance Director Jose Garcia reported Financial update for May 2024 with no significant findings.

c) Retama Village I&II Financial Summary

- Finance Director Jose Garcia reported Financial update for May 2024 with no significant findings.

4. Executive Session: Closed Session Under Government Code 551 Sections

- Consultation with Legal Counsel Regarding Deliberations about Real Property (T.G.C.551.072). **Chair Elva M. Cerda entertained a motion for Executive Session. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Commissioners entered Executive Session at 12:55 p.m.**

5. Reconvene to Open Session; Action, if any, on:

- **Chair Elva M. Cerda reconvened meeting at 1:07 p.m.**

Consultation with Legal Counsel Regarding Deliberations about Real Property (T.G.C.551.072) Board recommends approval to allow executive director to proceed as

discussed in Executive Session. **Chair Elva M. Cerda entertained a motion to approve and proceed as discussed in Executive Session. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously.**

6. Adjournment – **Chair Elva M. Cerda entertained a motion to adjourn meeting. Vice Chair Eliseo “Tito” Salinas made motion; Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously. Meeting adjourned at 1:08 PM**

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Rodolfo “Rudy” Ramirez, Executive Director



**NOTICE OF REGULAR MEETING**

The Board of Commissioners of the McAllen Housing Facility Corporation will meet in a Regular Session scheduled for 11:15 a.m. (concurrently with McHC & MHFC Regular Board Meeting).

Wednesday, July 24, 2024  
Family Development Center | 2501 W. Maple Ave. | McAllen, TX 78501

For the following purpose:

**AGENDA**

- 1. Call the meeting to Order
- 2. Action Items:
  - a) Consideration and Possible Action to Approve Meeting Minutes of the Regular Board Meeting of June 26, 2024. Pg. 2-3
- 3. Non-Action Items:
  - a) TDHCA Villas Primrose LIHTC Application Update
- 4. Adjournment

Executive Session: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Board of Directors shall convene in such executive session or closed session in accordance with the Texas open Meeting Act, Texas Government Code Section 551.071 to 551.075. Before any such in convened, the presiding officer shall publicly identify the section or section of the act authorizing the executive session. All final votes, actions or decisions shall be taken in open session.

I certify that the Notice of Regular Meeting was posted on **Friday, July 19, 2024, at or before 12:00 p.m.** at the McAllen Housing Development Corporation and Municipal Government Offices., 1300 Houston Ave, McAllen, TX 78501 in compliance with Chapter 551, Government Code.



MCALLEN HOUSING DEVELOPMENT CORPORATION

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Rodolfo "Rudy" Ramirez, Executive Director

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## MINUTES OF THE MEETING

### OF THE MCALLEN HOUSING DEVELOPMENT CORPORATION REGULAR BOARD MEETING

Wednesday, June 26, 2024

CALL TO ORDER AND ROLL CALL – The regular meeting of the Board of Commissioner of the McAllen Housing Development Corporation was held Wednesday, June 26, 2024, at the Family Development Center. Chair Elva M. Cerda called the meeting to order at 11:30 a.m. concurrently with McHC and MHFC. Present and attendance for roll call were:

Present: Chair Elva M. Cerda  
Vice Chair Eliseo “Tito” Salinas  
Resident Commissioner Kristel Garcia  
Assistant City Attorney Austin Stevensen

Absent: Commissioner Marc David Garcia

Staff: Executive Director Rodolfo “Rudy” Ramirez  
Deputy Director Daniel Delgado  
Finance Director Jose Garcia  
HCV Director Elena Saucedo  
FSS Coordinator Maria Loreda

Guest:

1. Call Meeting to Order – 11:30 a.m.
2. Action Items:
  - a) Consideration and Possible Action to Approve Meeting Minutes of the Regular Board Meeting of May 22, 2024. **Chair Elva M. Cerda entertained a motion to approve Meeting Minutes. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously.**
  - b) Consideration and Possible Action to Approve Operation Budget for the McAllen Housing Development Corporation (MHDC) Hibiscus Apts., and Vine Terrace Apts. **Finance Director Jose Garcia briefed Commissioners on combined budget previously reviewed. Combined budget already includes Operating Budget for MHDC FY 2024-2025. Breakout of individual properties will be allocated proportionally. Finance Director will be presenting allocations at the next board meeting. Chair Elva M. Cerda entertained a motion to approve Operation Budget for the McAllen Housing Development Corporation (MHDC) Hibiscus Apts., and Vine Terrace Apts. Resident Commissioner Kristel Garcia made a motion to approve; Vice Chair Eliseo “Tito” Salinas second the motion. Motion carried unanimously.**
  - c) Consideration and Possible Action to Approve Resolution MHDC 2024-03; A Resolution of the McAllen Housing Development Corporation Approving the Accounts Receivable

Write-off for Vine Terrace Apts. for Year Ending June 30, 2024. **Deputy Director Daniel Delgado briefed Commissioners on proposal to write-off \$77.00 from Vine Terrace Apartment, the balance was uncollectable from one tenant. Chair Elva M. Cerda entertained a motion to approve Resolution MHDC 2024-03; A Resolution of the McAllen Housing Development Corporation Approving the Accounts Receivable Write-off for Vine Terrace Apts. for Year Ending June 30, 2024. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Motion carried unanimously.**

3. Non- Action Items:

a) TDHCA Villas Primrose LIHTC Application Update

- Deputy Director Daniel Delgado informed Commissioners about the application dropping from number three to number four due to scoring – driven by competitor submitting a challenge in the category of unit amenities. Deputy Director will be submitting response letter along with a letter from a neighboring department store (Target – store with proximity to Villas Primrose) director about the store’s future remodel and addition of fresh groceries that will be sent to TDHCA Executive Director.

b) Financial summary

- Finance Director Jose Garcia reported Financial update for May 2024 with no significant findings.

4. Adjournment – **Chair Elva M. Cerda entertained a motion to adjourn meeting. Vice Chair Eliseo “Tito” Salinas made a motion to approve; Resident Commissioner Kristel Garcia second the motion. Meeting adjourned at 1:17 PM**

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Rodolfo “Rudy” Ramirez, Executive Director