

AGENDA

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Special Meeting
Monday, November 21, 2016
12:00 p.m.

Closed session immediately following

Housing Authority of the County of Merced
Administration Building
405 "U" Street
Board Room – Building B (Second Floor)
Merced, CA 95341
(209) 386-4139

Rachel Torres, Chairperson
Jose Resendez, Vice-Chair
Jose Delgadillo
Evelyn Dorsey
Jack Jackson
Rick Osorio
Margaret Pia

All persons requesting disability related modifications or accommodations may contact the Housing Authority of the County of Merced at (209) 386-4139, 72 hours prior to the public meeting.

All supporting documentation is available for public review in the office of the Administrative Assistant located in the Housing Authority Administration Building, Second Floor, 405 "U" Street, Merced, CA 95341 during regular business hours, 8:00 a.m. – 5:00 p.m., Monday through Friday.

The Agenda is available online at www.merced-pha.com

Use of cell phones, pagers, and other communication devices is prohibited while the Board Meeting is in session. Please turn all devices off or place on silent alert and leave the room to use.

I. **CALL TO ORDER AND ROLL**

II. **COMMISSIONER and/or AGENCY ADDITIONS/DELETIONS TO THE AGENDA**

(M/S/C): ____/____/____

III. **APPROVAL OF THE FOLLOWING MEETING MINUTES: None**

IV. UNSCHEDULED ORAL COMMUNICATION

NOTICE TO THE PUBLIC

This portion of the meeting is set aside for members of the public to comment on any item within the jurisdiction of the Commission, but not appearing on the agenda. Items presented under public comment may not be discussed or acted upon by the Commission at this time.

For items appearing on the agenda, the public is invited to comment at the time the item is called for consideration by the Commission. Any person addressing the Commission under Public Comment will be limited to a 5-minute presentation.

All persons addressing the Commission are requested to state their name and address for the record.

V. CONSENT CALENDAR: None

VI. BUSINESS (INFORMATION AND DISCUSSION, RESOLUTION and ACTION ITEMS):

A. Information/Discussion Item(s): None

B. Resolution Item(s):

- 1.) **Resolution No. 2016-24:** Approving an employment agreement between the Housing Authority of the County of Merced and Rosa Vazquez.

(M/S/C): ____/____/____

- 2.) **Resolution No. 2016-25:** Approving to update the list of signators for all Housing Authority of the County of Merced bank accounts.

(M/S/C): ____/____/____

C. Action Item(s): None

VII. COMMISSIONER'S COMMENTS

VIII. CLOSED SESSION ITEM(S): None

IX. ADJOURNMENT

MEMORANDUM

TO: Board of Commissioners,
Housing Authority of the County of Merced

FROM: Rachel Torres, Chairperson of the Board of Commissioners

DATE: November 21, 2016

SUBJECT: Recommendation to Adopt **Resolution No. 2016-24**, Approving Employment Agreement with Rosa Vazquez for Executive Director Services

HISTORY / BACKGROUND

The Housing Authority of the County of Merced conducted recruitment for the position of Executive Director. The Board of Commissioners of the Housing Authority of the County of Merced appointed a subcommittee to conduct a search. After review and interviews with the applicants, the subcommittee identified and recommended a preferred candidate. Upon approval of Resolution No. 2016-22 an offer was extended to Ms. Rosa Vazquez.

Attached is a proposed agreement with Rosa Vazquez for employment. The major terms of the agreement are summarized below:

- Services: Ms. Vazquez shall provide Executive Director services as required by Federal, State and local laws, ordinances, resolutions and policies.
- Term: The term of the agreement is for one year, renewable by mutual agreement of the parties for an additional two years. The Commission may terminate the agreement at any time for good cause, or the agreement may terminate upon the death of the Executive Director or in certain circumstances if the Executive Director becomes permanently medically unable to perform substantially all of her duties. Ms. Vazquez is entitled to 90 days of severance pay if the agreement is terminated prior to its scheduled expiration.
- Salary: The Commission shall pay Ms. Vazquez at the base level established in the Agreement (\$98,000.00 per year) plus any additional monetary and non-monetary benefits as specified therein.

ATTACHMENTS

- Resolution
- Contract

RECOMMENDATION

I recommend that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2016-24**, Approving Employment Agreement with Rosa Vazquez for Executive Director Services.

RESOLUTION NO. 2016-24

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF MERCED APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF MERCED AND ROSA VAZQUEZ

WHEREAS, the Board of Commissioners of the Housing Authority of the County of Merced desires to appoint and employ Rosa Vazquez as Executive Director of the Housing Authority of the County of Merced; and

WHEREAS, Ms. Vazquez desires to accept the appointment as the Executive Director of the Housing Authority; and

WHEREAS, it is the desire of the Housing Authority and Ms. Vazquez to set forth certain compensation, benefits, establish certain conditions of employment, and to set certain working conditions of the Executive Director in an employment contract; and

WHEREAS, the proposed Employment Agreement is fair and equitable.

NOW, THEREFORE, BE IT RESOLVED that the Housing Authority of the County of Merced hereby, finds and orders the following:

1. The above recitals are true and correct.
2. The Housing Authority hereby approves and adopts the attached Employment Agreement between the Housing Authority of the County of Merced and Rosa Vazquez.
3. The Chairperson of the Board of Commissioners is hereby authorized and directed to execute the Employment Agreement for and on behalf of the Housing Authority.

PASSED AND ADOPTED by the Board of Directors of the Housing Authority of the County of Merced, this 21st Day of November, 2016 by the following vote:

Motion:

Second:

Ayes:

Nayes:

Absent

Abstain:

Chairperson, Board of Commissioners
Housing Authority of the County of Merced

Dated: November 21, 2016

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this _____ day of October 2016 by and between the Housing Authority of the County of Merced (hereinafter referred to as the "HACM") and **Rosa C. Vazquez**, the Executive Director (hereinafter referred to as the "Executive Director").

RECITALS.

WHEREAS, The Commissioners of the HACM have determined that it is in the best interests of the HACM to enter into an Agreement with the Executive Director; and,

WHEREAS, The Executive Director is willing and agreeable to enter into an Employment Agreement with the HACM.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. **TERM OF EMPLOYMENT.** HACM hereby employs the Executive Director and the Executive Director hereby accepts employment with HACM commencing on November 1, 2016. The term of employment shall be for an initial period of one (1) year, ending at 12:00 midnight on October 31, 2017. This agreement may be renewable for two (2) additional one (1) year terms at the end of the initial period, by mutual agreement of the PARTIES. Such additional terms, if this agreement is so extended, shall end at 12:00 midnight on, October 31, 2019.
2. **DUTIES AND RESPONSIBILITIES OF THE PARTIES.**

- A. **Duties of the Executive Director.** The Executive Director shall perform the duties and functions which are generally and customarily performed by executive directors of public housing authorities of the same size and complexity as the HACM. These duties and functions are listed in 'Exhibit "A" – Job Duties' to this Agreement and incorporated herein by reference.

Generally, the Executive Director shall be primarily responsible to the HACM Commissioners for: 1) the execution of the HACM policy; and 2) making recommendations for their consideration and adoption.

The Executive Director shall devote her full time, energy, attention and best efforts to performance of the duties and responsibilities enumerated above and attached.

- B. **Responsibilities of HACM.** The Board of Commissioners of HACM shall be primarily responsible for adopting appropriate policies for HACM and to provide necessary and appropriate policy directives to the Executive Director from time to time.

C. Non-Interference with Duties and Responsibilities of the Respective Parties. The parties agree, individually and collectively, not to interfere with, nor to usurp the primary responsibilities and duties of the other party.

3. COMPENSATION OF THE EXECUTIVE DIRECTOR. As compensation for the duties to be performed by the Executive Director, pursuant to the terms of this Agreement, the Executive Director shall receive a salary of ninety-eight thousand dollars (\$98,000.00) per year, payable on a bi-weekly basis, calculated as an annual amount disbursed evenly over twenty-six (26) payroll periods.

This salary shall be reviewed at least annually by the Board which may make appropriate adjustments in such compensation in consideration of changes in the cost of living, the Executive Director's performance evaluation, and other factors as may be deemed appropriate by the Board from time-to-time.

Any modification made to the Executive Director's salary shall be in the form of a written addendum to this Agreement.

4. EMPLOYMENT BENEFITS. The following employment benefits shall be provided to the Executive Director under this Agreement:

A. Generally. The Executive Director shall be entitled to the same fringe benefits, including, but not limited to, annual (vacation) leave, sick leave, holiday leave, and administrative management leave, that the HACM provides to all of its other contract administrative personnel, unless otherwise provided for herein.

B. Contribution to Medical, Dental and Vision Premiums. HACM will provide a contribution toward the premium costs for medical, dental, and vision insurance for the Executive Director and any dependents to a maximum of \$1,068.00 per month. Any remaining balance from the HACM's contribution shall be designated on behalf of the Executive Director to an individual tax sheltered annuity plan. Said medical, dental, and vision insurance premium contribution may be adjusted annually to cover any premium increases.

C. Term Life Insurance. HACM will provide and pay the premium costs for a term life insurance policy with coverage up to \$98,000.00.

D. Management Leave. The Executive Director shall also receive eighty (80) hours of paid Administrative Leave on an annual basis commencing on the effective date of this Agreement to be designated as "Management Leave" in lieu of any other additionally compensated work time. Such leave shall be consistent with maintaining the Executive Director's "Exempt" status under the Federal Labor Standards Act for salaried employees. "Management Leave" shall not accrue from year-to-year and any unused portion remaining at the end of each contract year shall expire. "Management Leave" balances are not payable to the Executive Director upon separation of

employment.

- E. Cash-out Annual Leave. The Executive Director may, in her sole discretion, elect to receive payment in lieu of use of the unused balance of annual (vacation leave), not to exceed a maximum of eighty (80) hours total for the current contract year shown on the Executive Director's payroll records as of the date of the request, provided that the remaining balance of leave after payment in lieu is not less than (60) hours.
- F. Vehicle Lease. HACM will lease or otherwise provide a vehicle for the Executive Director to use during the term of this Agreement for business use only. HACM will pay for all fuel used and all other maintenance and repairs on the vehicle.
- G. Disability Insurance Policy. HACM will pay ONE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$1,200.00) toward the annual premium of a disability insurance policy for the Executive Director.
- H. CalPERS Retirement. HACM is a contracting local agency to the CalPERS public employee retirement system. Executive Director, shall be entitled to receive and participate in the retirement program through CalPERS. Participation in CalPERS shall be governed by the Public Employment retirement Law, CalPERS regulations and the Public Employee Pension Reform Act of 2013 as applicable. The Executive Director's status as a "Classic" or "New" Member and thus the specific retirement plan available to the Executive Director shall be governed by these aforementioned State laws. Participation in the CalPERS pension plan requires both an employer and employee contribution. The HACM shall pay the full amount of any employer contribution required by CalPERS. Executive Director shall pay the full employee contribution required to participate in CalPERS.
- I. Work-Related Expenses. All reasonable and necessary costs and expenses which the Executive Director shall incur in the performance of her duties and obligations defined in Section 2 above, including transportation and other traveling expenses, shall either be paid by the HACM, or, if initially paid the Executive Director, shall be reimbursed by the HACM. Any such reimbursement shall only be made upon the provision of adequate documentation to support the executive Director's claims for reimbursement.
- J. Holidays. The Executive Director shall be provided with thirteen (13) paid holidays as follows: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day.

If benefit levels, such as those described in this section, of other represented or non-represented employees change during the term of this agreement, either the Executive Director or HACM may propose to include revisions into this agreement addressing those changes, whether in the same or in a different manner.

Any modification made to the Executive Director's benefits shall be in the form of a written addendum to this Agreement, signed by all parties to this agreement.

5. EARLY TERMINATION. Notwithstanding the provisions of Paragraph 1 above, the Executive Director's employment shall terminate upon the occurrence of any of the following events:

A. Death of the Executive Director.

B. The Permanent Disability of the Executive Director. The Executive Director shall be permanently disabled, for the purposes of this Agreement, if she shall be physically or mentally incapable of performing substantially all of her duties pursuant to this Agreement for a continuous period of ninety (90) days, without the reasonable likelihood of resumption of those duties within three (3) months following the expiration of said ninety (90) day period. For the purposes of this Agreement, permanent disability shall be determined by two (2) physicians licensed to practice medicine in the State of California, one of which shall be selected by the Executive Director, or her duly authorized representative. The other physician shall be selected by the HACM. In the event the two (2) physicians disagree as to the existence or extent of disability, a third physician shall be selected by mutual agreement of both parties. If the parties are unable to mutually agree to a third physician, the two (2) physicians shall then select a third physician to review the matter. The termination of the Executive Director's employment, pursuant to the terms of this paragraph, shall not be effective until she is deemed permanently disabled, and the Executive Director shall be entitled to receive all compensation described in Paragraphs 3 and 4 above until she is deemed permanently disabled.

C. Termination of the Executive Director for Good Cause. The proven or admitted dishonesty of the Executive Director, or her discharge for good cause as specified in this section. The term "good cause", as used in this Agreement, shall include the following:

- i) Substantial neglect by the Executive Director of her duties, obligations, and responsibilities under this Agreement;
- ii) The Executive Director's willful disobedience of orders and/or directives of the Board of Commissioners of the HACM;
- iii) Probable cause that the Executive Director has committed a felony crime;
- iv) The Executive Director being under the influence of alcohol or drugs during regular working hours;
- v) The violation by the Executive Director of any of the terms and conditions of this Agreement; or,

vi) Other good cause.

D. Severance Payment. Should this Agreement terminate at any time prior to expiration, Executive Director shall be entitled to payment of ninety (90) days' salary as a severance payment.

6. EVALUATION. The Board of Commissioners will review and evaluate the performance of the Executive Director, in writing, at least one time per year which shall be prior to the annual anniversary date of this Agreement. The Board of Commissioners' evaluation of the Executive Director shall describe the degree to which the Executive Director met, fell short, or exceeded the goals, job responsibilities, and/or expectations of the Executive Director's position. In preparing the written performance evaluation, the Board of Commissioners will utilize the "Duties and Responsibilities" set forth above and the attached Exhibit "A".

The Board expects the Executive Director to have open and regular communication with the Board regarding how she is meeting her goals, job responsibilities, and/or expectations of her job position. It is anticipated that a Board Committee will regularly meet with the Executive Director to facilitate this communication.

Before each annual evaluation and at least forty-five (45) days prior to the anniversary date of this agreement, the Executive Director will prepare and present to the Board a detailed and specific summary setting forth how she met and accomplished her job responsibilities and goals in the time period since her prior evaluation was conducted and as set forth in this Agreement. The Executive Director shall include discussion of any areas where she acknowledges improvement is needed. The Board of Commissioners will review the Executive Director's summary as part of its performance evaluation of the Executive Director and shall meet with the Executive Director prior to the annual anniversary date of this agreement to discuss her performance evaluation. At such time, the Board of Commissioners will provide the Executive Director notice of any work performance deficiencies and allow for responsive information to be provided by the Executive Director. The Board will use the evaluation form, as may be amended from time-to-time, that is attached hereto as Exhibit "B", to guide the evaluation process.

7. GENERAL PROVISIONS.

A. Notices. All notices under this Agreement shall be in writing and shall be effective either upon personal delivery or, if sent by registered mail, return receipt requested, addressed to the last known address of the party to whom such notice is to be given. Notice sent as above shall be deemed served forty-eight (48) hours after deposit in the United States mail and issuance of the registry receipt.

B. Execution of Further Documents. Each of the parties agrees that they shall execute all other documents which may be necessary for the completion of the transaction contemplated herein.

- C. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the Executive Director of the HACM, is a fully integrated document, and contains all of the covenants and agreements between the parties with respect to such employment in any matter whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement will be effective unless it is in writing, signed and dated by the parties to be charged.
- D. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining shall nevertheless continue in full force without being impaired in any way.
- E. Construction and Interpretation of Agreement. This Agreement has been jointly developed by the Executive Director and HACM. The Executive Director acknowledges that she has been provided the opportunity to consult with her own independent counsel regarding the agreement and its contents and therefore any rules of interpretation shall not be read as against the drafting party. This agreement shall be governed by, and interpreted pursuant to, the laws of the State of California.
- F. Grievance Procedure. It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances, and to settle any that arise informally at the lowest practical level of supervision as fairly and promptly as possible. Grievances will be processed in the following manner and within the stated time limits:
- i) Informal Discussion. It is agreed that each grievance should be discussed informally with the Chairman of the Board of Commissioners and then, if no settlement is reached, taken to the Board of Commissioners for resolution.
 - ii) Arbitration. Any controversy between the parties, that is not resolved informally, regarding the construction or application of this Agreement, and any claim arising out of this Agreement or its breach, shall be submitted to binding arbitration upon the written request of one party after service of that request upon the other party. Either party may demand arbitration by filing a written demand with the other party within forty-five (45) days after occurrence of the dispute.

Powers of the Arbitrator: The arbitrator shall be selected by requesting a list of seven potential arbitrators from the California State Mediation Service. Each of the seven shall be attorneys licensed to practice law in the State of California. Thereafter, the Parties may agree to select a specific arbitrator from the list to serve as Arbitrator. Absent mutual

agreement on an arbitrator, each party shall strike names from the list of seven until one remains who shall serve as the Arbitrator.

The Arbitrator shall have no ability to add to, delete from or modify the terms and conditions of this agreement. In any arbitration, the formal rules of evidence shall not apply. Fees and costs related to arbitration of a dispute held pursuant to this agreement, other than the parties own attorney fees and costs, shall be borne equally between the parties.

G. Attorney's Fees. In any litigation of arbitration over the terms of this agreement or held pursuant to the terms of this agreement, each party shall bear their own attorney fees and costs.

8. EXECUTION.

Date: _____

Date: _____

By: _____

Rosa C. Vasquez
Executive Director

By: _____

Rachel Torres
Chairperson, Board of
Commissioners

MEMORANDUM

TO: Board of Commissioners,
Housing Authority of the County of Merced

FROM: Rennise Ferrario, Executive Director

DATE: November 21, 2016

SUBJECT: Recommendation to adopt **Resolution No. 2016-25**, designating updated list of signators for all Housing Authority of the County of Merced bank accounts.

From time to time it is necessary to update the names of individuals authorized to sign warrants/checks issued by the Authority through banking institutions when conducting normal business operations

RECOMMENDATION

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2016-25**, approving to update the list of signators for all Housing Authority of the County of Merced bank accounts.

RESOLUTION NO. 2016-25

APPROVING TO UPDATE LIST OF SIGNATORS FOR ALL HOUSING AUTHORITY OF THE COUNTY OF MERCED BANK ACCOUNTS

WHEREAS, it is necessary for the Housing Authority to update the information provided to banks for individuals authorized to sign on warrants/checks issued by the Authority; and

WHEREAS, the financial institutions (banks) require a formal Board Resolution to designate such individuals; and

WHEREAS, the Housing Authority needs to maintain multiple operating/reserve accounts with multiple banking institutions during the normal course of business transactions; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Merced does hereby authorize the following individuals as signators for Housing Authority accounts maintained at various banking institutions:

Rosa Vazquez, Executive Director

Margaret Pia, Commissioner

Brian Watkins, Finance Officer

PASSED AND ADOPTED by the Board of Directors of the Housing Authority of the County of Merced, this 21st Day of November, 2016 by the following vote:

Motion:

Second:

Ayes:

Nayes:

Absent

Abstain:

Chairperson, Board of Commissioners
Housing Authority of the County of Merced

Dated: November 21, 2016