

A G E N D A

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Regular Meeting
Tuesday, November 17, 2020
12:00 p.m.

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

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

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 Clerk of the Board 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. CLOSED SESSION ITEM(S)

A. Pursuant to Government Code §54957

Public Employee Performance Evaluation for Executive Director

III. 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.



IV. COMMISSIONER and/or AGENCY ADDITIONS/DELETIONS TO THE AGENDA

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

V. APPROVAL OF THE FOLLOWING MEETING MINUTES

- 1. October 20, 2020, Regular Meeting

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

VI. CONSENT CALENDAR:

- 1. Rent Delinquency Report October 2020
- 2. Track Summary Report for October 2020

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

VII. INFORMATION/DISCUSSION ITEM(S)

None

VIII. EXECUTIVE DIRECTOR REPORT

- 1. Los Banos Update
- 2. Merced County Projects

IX. WRITTEN CORRESPONDENCE

None

X. RESOLUTION ITEM(S)

- 1. **Resolution No. 2020-07:** Approving the revisions to the Public Housing Admissions and Continued Occupancy Policy (ACOP).

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

- 2. **Resolution No. 2020-08:** Approving the revisions to the Housing Choice Voucher Program Administrative Plan.

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

- 3. **Resolution No. 2020-11:** Approving Employment Agreement with the Executive Director and setting the Executive Director Salary and Benefits.

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

- 4. **Resolution No. 2020-12:** Accepting a donation in-kind to be applied to Authority Staff Appreciation efforts.

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

XI. ACTION ITEM(S)

None

XII. COMMISSIONER’S COMMENTS

XIII. ADJOURNMENT

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



MINUTES

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Regular Meeting
Tuesday, October 20, 2020

- I. The meeting was called to order by Vice-Chair Osorio at 12:01 p.m. and the Secretary was instructed to call the roll.

Commissioners Present:

Rick Osorio, Vice Chairperson
Evelyne Dorsey
Margaret Pia
Hub Walsh

Commissioners Absent:

Jack Jackson, Chairperson
Rachel Torres
Jose Resendez

Vice-Chair Osorio declared there was a quorum present.

Staff Present:

Rosa Vazquez, Executive Director/Board Secretary
David Ritchie, Legal Counsel
Cliff Hatanaka, Finance Officer
Blanca Arrate, Director of Housing Programs
Maria F. Alvarado, Clerk of the Board

Others Present:

None

II. **UNSCHEDULED ORAL COMMUNICATION**

None

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

None

(M/S/C): Commissioner Pia/Commissioner Walsh/Motion Passed

IV. **APPROVAL OF THE FOLLOWING MEETING MINUTES**

1. September 15, 2020, Regular Meeting – Revision to minutes to reflect that Commissioner Pia was not in attendance.

(M/S/C): Commissioner Walsh/Commissioner Pia/Motion Passed



V. CONSENT CALENDAR

1. Rent Delinquency Report for September 2020
2. Track Summary Report for September 2020
3. Financial Reports for September 2020

(M/S/C): Commissioner Walsh/Commissioner Pia/Motion Passed

VI. INFORMATION AND DISCUSSION ITEM(S)

None

VII. EXECUTIVE DIRECTOR REPORT

1. Executive Director Vazquez provided the Board information regarding a PHA Consortium that is being created. The Board has requested that before considering joining the Authority seek clarification on several items. Those items include, costs associated with the use of staff from other agencies, audit costs, and contract termination. Executive Director Vazquez will request the information and provide it to the Board at the next meeting.

VIII. WRITTEN CORRESPONDENCE

None

IX. RESOLUTIONS ITEM(S)

1. **Resolution No. 2020-06:** Approving the 5-Year and PHA Annual Plan Fiscal Year 2020 for submission to the Department of Housing & Urban Development.

(M/S/C): Commissioner Walsh/Commissioner Dorsey/Motion Passed

2. **Resolution No. 2020-07:** Approving the revisions to the Public Housing Admissions and Continued Occupancy Policy (ACOP).

Resolution Item Tabled for 11/20/2020 Meeting

(M/S/C): Commissioner Walsh/Commissioner Pia/Motion Passed

3. **Resolution No. 2020-08:** Approving the revisions to the Housing Choice Voucher Program Administrative Plan.

Resolution Item Tabled for 11/20/2020 Meeting

(M/S/C): Commissioner Walsh/Commissioner Pia/Motion Passed

4. **Resolution No. 2020-09:** Approving the Operational Budget for Fiscal Year 2020-2021.

(M/S/C): Commissioner Walsh/Commissioner Pia/Motion Passed



5. **Resolution No. 2020-10:** Approving the Housing Authority salary schedules for non-represented Authority employees.

(M/S/C): Commissioner Pia/Commissioner Walsh/Motion Passed

X. ACTION ITEM(S)

None

XI. COMMISSIONER'S COMMENTS

The Board has requested that an appreciation letter to staff be provided in recognition of their work during the pandemic. The Board also requests that the Authority meet and discuss local matter with its Senators and Congressmen.

XII. CLOSED SESSION ITEM(S)

The Board of Commissioners went into closed session at 12:51 p.m. The following people were present:

Board Members

Rick Osorio, Vice-Chair
Evelyn Dorsey
Margaret Pia
Hub Walsh

Others Present

David Ritchie, Legal Counsel
Maria F. Alvarado, HR Manager/Board Clerk

- A. Pursuant to Government Code §54957
Public Employee Performance Evaluation for the Executive Director

The Board returned to Regular Session at 1:22 p.m. No reportable action and direction was given to staff.

XIII. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 1:22 p.m.

(M/S/C): Commissioner Pia/Commissioner Walsh/Motion Passes

Chairperson Signature

Date: November 17, 2020

Secretary Signature

Date: November 17, 2020



Aged Receivables Report as of 10/31/2020

Property	0 - 30 days	31 - 60 days	61 - 90 days	Over 90 days	Total Unpaid Charges	Prepayments	Balance
AMP 1							
ca023001 PH - Merced	2,775.09	661.00	-	1,195.89	4,631.98		4,631.98
ca023010 PH - Merced	3,096.45	1,005.28	-	863.91	4,965.64		4,965.64
ca023013 PH - Merced Sr	675.57	35.35	-	-	710.92		710.92
ca023021 PH - Acquisition					-		-
ca023023 PH - Acquisition					-		-
AMP 1 TOTALS	6,547.11	1,701.63	-	2,059.80	10,308.54	-	10,308.54
AMP 2							
ca023003 PH - Atwater - Cameo	889.00	650.09	-	-	1,539.09		1,539.09
ca023006 PH - Livingston	1,784.94	589.08	-	1,111.35	3,485.37		3,485.37
012a PH - Atwater	885.59	347.00	-	2,460.16	3,692.75		3,692.75
012b PH - Winton	49.60	-	-	(281.00)	(231.40)		(231.40)
AMP 2 TOTALS	3,609.13	1,586.17	-	3,290.51	8,485.81	-	8,485.81
AMP 3							
ca023002 PH - Los Banos	902.00	358.00	-	35.55	1,295.55		1,295.55
ca023004 PH - Los Banos - Abby, B, C & D	1,801.30	201.00	-	64.33	2,066.63		2,066.63
ca023005 PH - Dos Palos - West Globe	1,946.00	1,168.32	-	185.00	3,299.32		3,299.32
ca023011 PH - Los Banos - J & K St	132.00	132.00	-	152.00	416.00		416.00
012c PH - Dos Palos - Alleyne	1,084.37	789.00	-	2,485.00	4,358.37		4,358.37
012d PH - Dos Palos - Globe	718.00	133.00	-	127.10	978.10		978.10
AMP 3 TOTALS	6,583.67	2,781.32	-	3,048.98	12,413.97	-	12,413.97
AMP 4							
ca023024 PH - 1st Street	90.35	26.00	-	(99.00)	17.35		17.35
AMP 4 TOTALS	90.35	26.00	-	(99.00)	17.35	-	17.35
VALLEY VIEW							
atw Atwater Elderly	436.00	78.50	-	51.00	565.50		565.50
dp Dos Palos Elderly	610.28	-	-	(73.00)	537.28		537.28
mid Midway	2,536.32	1,561.36	-	1,220.32	5,318.00		5,318.00
VALLEY VIEW TOTALS	3,582.60	1,639.86	-	1,198.32	6,420.78	-	6,420.78
FELIX TORRES YEAR ROUND							
ft-yr Felix Torres Year Round Center	3,155.98	1,996.00	-	3,001.00	8,152.98		8,152.98
FELIX TORRES YEAR ROUND TOTALS	3,155.98	1,996.00	-	3,001.00	8,152.98	-	8,152.98
HOUSING AUTHORITY TOTALS	23,568.84	9,730.98	-	12,499.61	45,799.43	-	45,799.43

PHAS Tracking Summary Fiscal Year Ending 09/30/21

Indicators	Estimated Status at End of Month												
Sub-Indicator #1	Performance Scoring	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Lease Up Days		293											
Average Lease Up Days		37											
Make Ready Time		472											
Average Make Ready Days		59											
Down Days		8											
Average Down Days		1											
Total # Vacant Units Turned		8											
Total # Turn Around Days		773											
Average Turn Around Days (To Date)	A = 0-20 B = 21-25 C = 26-30 D = 31-40 F = more than 50	97											

% Emergency Work Orders Abated W/in 24 hours	A = 99% B=98% C=97% D=96% E=95% F= less than 95%	100%											
Average # days to complete Non-Emergency Work Orders	A = 25 days or less B=26-36 C=31-40 D=41-50 E=51-60 F= greater than 60	38											

STAFF REPORT

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

FROM: Rosa Vazquez, Executive Director

DATE: November 17, 2020

SUBJECT: Recommendation to adopt **Resolution No. 2020-07**, Approving Revisions to the Housing Choice Voucher Administrative Plan.

The Housing Authority of the County of Merced recognizes the need to review and update its policies to ensure that they are compliant with HUD Regulations and current practice.

At this time, it is necessary to revise all of the Housing Choice Voucher Administrative Plan.

Attached for your review are the proposed revisions.

RECOMMENDATION

I recommend that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2020-07**, approving the revisions to the HCV Administrative Plan.

RESOLUTION NO. 2020-07

**APPROVING THE REVISIONS OF
OF THE HOUSING CHOICE VOUCHER (HCV) PROGRAM
ADMINISTRATIVE PLAN**

WHEREAS, the Housing Authority of the County of Merced recognizes the need to review and update its policies to ensure that they are compliant with HUD Regulations and current practice;

WHEREAS, at this time it is necessary to revise various portions of the Housing Choice Voucher (HCV) Program Administrative Plan as needed in order to be consistent and compliant with the HUD 24 CFR language and current practice,

THEREFORE, BE IT RESOLVED that the Housing Authority of the County of Merced does hereby adopt **Resolution No. 2020-07**, approving the revisions to the Housing Choice Voucher (HCV) Program Administrative Plan.

The foregoing was introduced at the November 17, 2020, Board meeting of the Board of Commissioners of the Housing Authority of the County of Merced and adopted by the following vote:

Motion: Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: November 17, 2020

STAFF REPORT

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

FROM: Rosa Vazquez, Executive Director

DATE: November 17, 2020

SUBJECT: Recommendation to adopt **Resolution No. 2020-08**, approving the revision of the Public Housing Admissions and Continued Occupancy Policy (ACOP).

The Housing Authority of the County of Merced recognizes the need to review and update its policies to ensure that they are compliant with HUD Regulations and current practice.

At this time, it is necessary to revise all of the Admissions and Occupancy Policy (ACOP). The revisions are needed in order to be consistent and compliant with the HUD 24 CFR language and current practice.

Attached for your review are the proposed revisions.

RECOMMENDATION

I recommend that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2020-08**, approving the revision of the Public Housing Admissions and Continued Occupancy Policy (ACOP).

RESOLUTION NO. 2020-08

**APPROVING THE REVISIONS OF THE
ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

WHEREAS, it is necessary from time to time to revise the Admissions and Continued Occupancy Policy (ACOP) for the Public Housing Program; and

WHEREAS, the Public Housing Admissions and Continued Occupancy Policy (ACOP) revisions are necessary because of regulation, policy, and procedure changes in the Program and/or local housing needs changing; at this time, it is necessary to revise the entire Public Housing Admissions and Continued Occupancy Policy (ACOP); and

WHEREAS, the changes will ensure that the Housing Authority is compliant with current HUD regulations and has acted responsibly in its administration of the Public Housing Program,

THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced does approve the attached revisions of the Public Housing Admissions and Continued Occupancy Policy (ACOP).

The foregoing was introduced at the November 17, 2020 Board meeting of the Board of Commissioners of the Housing Authority of the County of Merced and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: November 17, 2020

STAFF REPORT

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

FROM: David G. Ritchie, Counsel

DATE: November 17, 2020

SUBJECT: Recommendation to adopt **Resolution No. 2020-11**, approving Employment Agreement with the Executive Director and setting the Executive Director Salary and Benefits.

For your consideration, is Resolution No 2020-11, Approving an employment agreement for the Executive Director (a successor agreement) following the annual performance review. The Executive Director is a direct report employed at the pleasure of the Board of Commissioners, and for whom the Board sets compensation and benefits through an employment agreement (contract) adopted by Resolution at a Regular Meeting of the Board of Commissioners. The ad-hoc committee formed by the Board of Commissioners to review the Executive Director's performance and make related recommendations to the Board has reviewed the terms of this agreement and recommend adoption.

Executive compensation may only be adjusted by the Board as an action item and part of the regular agenda at a regularly scheduled meeting of the Board of Commissioners.

This Executive Director agreement sets compensation for the executive director based on the Ad-Hoc Committee recommendation in consideration of comparable/competitive salaries for similar agencies. In this case the closest comparable agency returning data to HR during the survey is Yolo County Housing, a central valley agency with similar breadth of programs and similar number of staff and properties, and similar geographic considerations. A comparison of the Executive Director agreement and compensation reveals that the Yolo County Housing Executive Director Salary figures as provided for in their current ED contract are \$156,312.00 annually (beginning in June of 2018) with 4% increases to base pay each November 20, plus any matching increases as provided to other management staff beginning on or after July 1, 2019.)

The recommended compensation for the Merced Executive Director by way of this resolution would be as follows:

Upon adoption of the resolution the annual base salary would be set to **\$141,572.61**, with increases on 2/1/2021 to **\$148,651.24**; and on 2/1/2022 to **\$156,083.81**.

The increases provided here would mirror the timing of increases for represented and non-represented non-contract employees here at HACM. It is important to realize that the base salary figure for the Executive Director here in 2022 would still trail behind that of the same position in Yolo as established in 2018, however only slightly. This proposed compensation model, while it improves upon and is more competitive with the market,

would not address increases to base compensation of the comparable position that have occurred since 2018 over the life of the Executive Director contract.

RECOMMENDATION

It is recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2020-11**, approving the new successor Executive Director Employment Agreement.

ALTERNATIVES

The Board could choose not to authorize the Executive Director's Agreement at this time. This is not recommended as the current agreement and all authorized extensions have expired and the agency currently operates on a continuation of the terms and conditions of the prior agreement as amended. Any changes, however slight, to compensation or benefits could not be made without further Board action on a resolution item at a regular Board of Commissioner's Board Meeting.

ATTACHMENTS:

Executive Director Employment Agreement

RESOLUTION # 2020-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF MERCED, CALIFORNIA AUTHORIZING THE CHAIRPERSON TO EXECUTE THE EMPLOYMENT AGREEMENT WITH THE EXECUTIVE DIRECTOR AND SETTING THE COMPENSATION THEREFOR

WHEREAS, the Board of Directors of the Housing Authority of the County of Merced has created a subcommittee to creview the performance of the Executive Director of the Housing Authority and to make recommendations regarding terms of employment; and

WHEREAS, the subcommittee has met under the leadership of Chairperson Jack Jackson; and

WHEREAS, the subcommittee has reviewed compensation and the terms and conditions of employment of executive directors; and

WHEREAS, the subcommittee has identified and recommended to the Board that it authorize and execute a new successor contract with the Executive Director;

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

1. The above recitals are true and correct.
2. The Board of Commissioners hereby authorizes the Chairperson sign a successor employment agreement with Rosa C. Vazquez, a true and correct copy of which is attached hereto as Exhibit "A".
3. The Board of Commissioners hereby sets the Executive Director Annual Base compensation as follows and directs that the appropriate budget amendments be made accordingly: A) Effective upon approval - \$141,572.24; B) Effective 2/1/2021 - \$148,651.24; and C) Effective 2/1/2022 - \$156,083.81

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of Merced this 17th day of November by the following vote to wit:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: November 17, 2020

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 17th day of November 2020 by and between the Housing Authority of the County of Merced (hereinafter referred to as the "Authority") and Rosa C. Vazquez, the Executive Director (hereinafter referred to as the "Executive Director") collectively, the "Parties".

RECITALS.

WHEREAS, the Parties previously entered into an employment agreement dated October 31, 2016, and such agreement was extended on two subsequent occasions on May 17, 2017, and on November 27, 2017; and,

WHEREAS, the Executive Director and the Authority have by mutual agreement continued their employment relationship on the same terms and conditions of their Employment Agreement, as amended following its expiration on November 21, 2019; and,

WHEREAS, The Commissioners of the Authority have determined that it is in the best interests of the Authority to enter into a new successor Employment Agreement with the Executive Director; and,

WHEREAS, The Executive Director is willing and agreeable to enter into a new successor Employment Agreement with the Authority;

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

1. TERM OF EMPLOYMENT.

The Authority hereby employs the Executive Director and the Executive Director hereby accepts continued employment with the Authority commencing on November 17, 2020. The term of employment shall be for a period ending at 12:00 midnight on September 30, 2022. 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, September 30, 2024.

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 Authority. 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 Authority Commissioners for: 1) the execution of the Authority policy; and 2) making recommendations for their consideration and adoption.

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

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 the Authority. The Board of Commissioners of the Authority shall be primarily responsible for adopting appropriate policies for the Authority 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 an annual salary of \$141,572.61 per year, payable on a bi-weekly basis, calculated as an annual amount disbursed evenly over twenty-six (26) payroll periods.

Effective February 1, 2021, the Executive Director's salary shall increase to \$148,651.24 annually.

Effective February 1, 2022, the Executive Director's salary shall increase to \$156,083.81 annually.

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 Authority provides to all of its other contract administrative personnel unless otherwise provided for herein.

B. Contribution to Medical, Dental, and Vision Premiums. The Authority 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 \$1,273.69 per month. Any remaining balance from the Authority'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 contributions may be adjusted annually to cover any premium increases.

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

C. Term Life Insurance. The Authority will provide and pay the premium costs for a term life insurance policy with coverage up to one year of salary as provided for in Paragraph 3, above.

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 the 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.

In addition to the above, the Authority shall notify the Executive Director in the event that she is projected to reach maximum annual (vacation) leave balance accrual within the following two pay periods. In such eventuality, the Executive Director may, at her sole discretion, opt to cash out up to forty (40) hours of annual (vacation leave) to prevent reaching maximum accrual. In the event that the Executive Director. The right to cash out annual leave to prevent reaching maximum accrual is in addition to any right to elect leave cash-out provided for elsewhere in this section.

F. Vehicle Lease. The Authority will lease or otherwise provide a vehicle for the Executive Director to use during the term of this Agreement for business use only. The Authority will pay for all fuel used and all other maintenance and repairs on the vehicle.

G. Disability Insurance Policy. The Authority 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. The Authority 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 Authority 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.

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

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 Authority, or, if initially paid the Executive Director, shall be reimbursed by the Authority. 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, Lincoln's Day, 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.

The Executive Director shall be granted two (2) floating holidays. One floating holiday shall be earned on January 1 each year and taken on or before June 30 in that year (the first half expiration date), and the second floating holiday shall be earned on July 1 each year and taken on or before December 31 in that year (the second half expiration date). Floating holidays may not be converted to cash (no cash-out) and may not be carried forward if unused before the respective expiration date.

K. Vehicle Allowance: In recognition of the fact that the executive director has periodic responsibilities for travel using her personal vehicle in instances where an Authority vehicle may be unavailable, the Executive Director shall be provided with a monthly vehicle allowance of \$475.00 to offset wear and tear of the Executive Director's personal vehicle when used for work purposes. The Executive Director may also submit fuel receipts when her personal vehicle is used for work purposes and is eligible to receive reimbursement at actual cost.

If benefit levels, such as those described in this section, of other represented or nonrepresented employees change during the term of this agreement, either the Executive Director or the Authority 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

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

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 Authority. 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 Authority;
- 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

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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 Authority, 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 the Authority. 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.

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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

Jack Jackson
Chairperson, Board of Commissioners

STAFF REPORT

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

FROM: David G. Ritchie, Counsel

DATE: November 17, 2020

SUBJECT: Recommendation to adopt **Resolution No. 2020-12**, accepting a donation in-kind to be applied to Authority Staff Appreciation efforts.

For your consideration, is Resolution No 2020-12, Approving the acceptance by the Board of a donation in-kind from a community member intended, according to the donor, to be used as a contribution toward staff appreciation efforts.

Following the Board discussion about staff appreciation and direction to provide a letter to employees from the Board expressing appreciation, the Authority received notification that an anonymous donor wished to contribute financially toward staff appreciation.

Generally, the Authority does not accept gratuities, and staff do not accept individualized gratuities for work that they perform as a function of their employment duties. In the event that a sum is bequeathed or given, it is important (for transparency purposes) to have the Board be notified and accept the donation, and to oversee that the donation is put to the use intended by the donor if that is practicable.

RECOMMENDATION

It is recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2020-12**, accepting the donation and directing staff to use those as part of employee recognition programs.

ALTERNATIVES

The Board could choose not to accept the donation, and staff would attempt to contact the donor to gracefully decline the donation.

ATTACHMENTS:

None

