

AGENDA

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Annual Meeting
Tuesday, December 15, 2020
12:00 p.m.

Closed session immediately following

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. 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.

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

(M/S/C): ___/___/___

IV. APPROVAL OF THE FOLLOWING MEETING MINUTES

1. November 17, 2020, Regular Meeting

(M/S/C): ___/___/___



V. CONSENT CALENDAR:

1. Rent Delinquency Report November 2020
2. Track Summary Report for November 2020

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

VI. INFORMATION/DISCUSSION ITEM(S)

1. Staff Report – Procurement Solicitations

VII. EXECUTIVE DIRECTOR REPORT

1. HUD Waiver Extension
2. Los Banos Winter Housing
3. Public Housing Waiting List Opening

VIII. WRITTEN CORRESPONDENCE

None

IX. RESOLUTION ITEM(S)

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

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

2. **Resolution No. 2020-13:** Accepting an additional twenty (20) HUD-VASH vouchers for the Housing Choice Voucher Program.

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

X. ACTION ITEM(S)

None

XI. COMMISSIONER’S COMMENTS

XII. CLOSED SESSION ITEM(S)

None

XIII. ADJOURNMENT

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



MINUTES

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Regular Meeting Tuesday, November 17, 2020

- I. The meeting was called to order by Chairperson Jackson at 12:03 p.m. and the Secretary was instructed to call the roll.

Commissioners Present:

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

Commissioners Absent:

None

Chairperson Jackson 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
Tracy Jackson, Director of Housing Programs
Maria F. Alvarado, Clerk of the Board

Others Present:

None

II. **CLOSED SESSION ITEM(S)**

The Board of Commissioners went into closed session at 12:04 p.m. The following people were present:

Board Members

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

*Commissioners Dorsey and Walsh entered Closed Session at 12:08 p.m. and
Commissioner Torres entered Closed Session at 12:14 p.m.*

The Board returned to Regular Session at 12:38 p.m. No reportable action and direction was given to staff.

III. UNSCHEDULED ORAL COMMUNICATION

None

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

Resolution 2020-11 will be tabled and presented at the December 2020 meeting.

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

V. APPROVAL OF THE FOLLOWING MEETING MINUTES

1. October 20, 2020, Regular Meeting

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

VI. CONSENT CALENDAR

1. Rent Delinquency Report for September 2020

2. Track Summary Report for September 2020

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

VII. INFORMATION AND DISCUSSION ITEM(S)

None

VIII. EXECUTIVE DIRECTOR REPORT

1. Executive Director Vazquez has met with City of Los Banos and Los Banos Police Department representatives to discuss the Pacheco Village and Pacheco Court Apartments. This complex was passed onto the Authority during the dissolution of the Redevelopment Agency. This complex has experienced high crime rates and gang activity. The Authority will continue to meet with City representatives to help remedy this situation.

2. The Authority has been approached and asked to participate in two upcoming housing projects, Project Home-Key and No Place Like Home. The Authority will partner with City and County officials and provide whatever assistance the Authority can offer. Project updates will be provided as available.

IX. WRITTEN CORRESPONDENCE

None



X. RESOLUTIONS ITEM(S)

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

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

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

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

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

Resolution tabled and will be presented at the December 2020 meeting.

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

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

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

XI. ACTION ITEM(S)

None

XII. COMMISSIONER’S COMMENTS

The Board thanks staff for their work during these times and wishes all a Happy Thanksgiving.

Minutes should reflect that Commissioner Walsh stepped out at 1:25 p.m. and was absent during the vote of Resolution 2020-12, however, his vote would have been in approval of the resolution.

XIII. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 1:31 p.m.

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

Chairperson Signature

Date: December 15, 2020

Secretary Signature

Date: December 15, 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	4,111.55	1,303.45	362.00	647.89	6,424.89		6,424.89
ca023010 PH - Merced	3,814.45	788.70	537.00	773.91	5,914.06		5,914.06
ca023013 PH - Merced Sr	537.32	83.70	-	-	621.02		621.02
ca023021 PH - Acquisition	-	-	-	-	-		-
ca023023 PH - Acquisition	-	-	-	-	-		-
AMP 1 TOTALS	8,463.32	2,175.85	899.00	1,421.80	12,959.97	-	12,959.97
AMP 2							
ca023003 PH - Atwater - Cameo	1,143.00	630.09	137.00	-	1,910.09		1,910.09
ca023006 PH - Livingston	1,909.94	694.00	164.00	(496.65)	2,271.29		2,271.29
012a PH - Atwater	2,152.07	769.52	347.00	2,460.16	5,728.75		5,728.75
012b PH - Winton	59.60	-	-	(281.00)	(221.40)		(221.40)
AMP 2 TOTALS	5,264.61	2,093.61	648.00	1,682.51	9,688.73	-	9,688.73
AMP 3							
ca023002 PH - Los Banos	875.00	290.00	24.00	24.00	1,213.00		1,213.00
ca023004 PH - Los Banos - Abby, B, C & D	3,110.41	201.31	148.19	(12.86)	3,447.05		3,447.05
ca023005 PH - Dos Palos - West Globe	2,558.00	1,125.32	804.00	401.00	4,888.32		4,888.32
ca023011 PH - Los Banos - J & K St	683.00	68.00	-	-	751.00		751.00
012c PH - Dos Palos - Alleyne	1,057.37	789.00	789.00	2,485.00	5,120.37		5,120.37
012d PH - Dos Palos - Globe	718.00	133.00	133.00	127.10	1,111.10		1,111.10
AMP 3 TOTALS	9,001.78	2,606.63	1,898.19	3,024.24	16,530.84	-	16,530.84
AMP 4							
ca023024 PH - 1st Street	90.35	74.00	26.00	(99.00)	91.35		91.35
AMP 4 TOTALS	90.35	74.00	26.00	(99.00)	91.35	-	91.35
VALLEY VIEW							
atw Atwater Elderly	432.00	218.00	78.50	51.00	779.50		779.50
dp Dos Palos Elderly	837.28	-	-	(73.00)	764.28		764.28
mid Midway	2,079.24	1,423.00	695.36	668.32	4,865.92		4,865.92
VALLEY VIEW TOTALS	3,348.52	1,641.00	773.86	646.32	6,409.70	-	6,409.70
FELIX TORRES YEAR ROUND							
ft-yr Felix Torres Year Round Center	3,775.98	2,224.00	908.00	2,323.00	9,230.98		9,230.98
FELIX TORRES YEAR ROUND TOTALS	3,775.98	2,224.00	908.00	2,323.00	9,230.98	-	9,230.98
HOUSING AUTHORITY TOTALS	29,944.56	10,815.09	5,153.05	8,998.87	54,911.57	-	54,911.57

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	340										
Average Lease Up Days		37	31										
Make Ready Time		472	542										
Average Make Ready Days		59	49										
Down Days		8	8										
Average Down Days		1	1										
Total # Vacant Units Turned		8	11										
Total # Turn Around Days		773	890										
Average Turn Around Days (To Date)	A = 0-20 B = 21-25 C = 26-30 D = 31-40 F = more than 50	97	81										

% Emergency Work Orders Abated W/in 24 hours	A = 99% B=98% C=97% D=96% E=95% F= less than 95%	100%	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	38										

STAFF REPORT

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

FROM: Melina Basso, Director of Development and Asset Management

DATE: December 15, 2020

SUBJECT: Intent to Solicit for Contractors: PH Tree Maintenance, PH Unit Modification, and PH Roofing

The Housing Authority of the County of Merced (Authority) owns several residential developments around Merced County, specifically in Merced, Atwater, Winton, Livingston, Los Banos, and Dos Palos. The Authority has a few projects currently being planned out for solicitation during the coming months. In chronological order according to when they will be published, we will be soliciting contractors for the following projects: Tree removals and trimming around Public Housing (PH) developments, unit modifications at several of the developments, and roofing replacements throughout the PH developments.

The Authority will first publish an Invitation for Bids (IFB) for tree trimming and removal services. Many of the trees throughout our PH developments have grown out and need to be trimmed back for several reasons, including but not limited to street and/or site light and sign clearance, risk reduction, health management, structural, and aesthetic purposes. Moreover, several more trees are dying, intrusive, or too large to keep and will need to be removed. A scope of work has been prepared by the Authority to better outline the expectations and guidelines that the prospective contractors will be asked to adhere to.

Secondly, the Authority will be publishing a Request for Proposals (RFP) to solicit licensed contractors for the modernization and updating work to be done on around 34 units throughout the PH jurisdiction. The 34 units are dated and in need of many updates such as but not limited to new flooring, kitchen and bathroom countertops, cabinets, sinks, lighting fixtures, plumbing fixtures, and thermostats. A scope of work with more exact guidelines is currently being worked on.

Lastly, the Authority will solicit via an RFP for roofing companies to install new roofs on many of the PH developments. The roofs are getting old, some have been repaired a few times in the last several years, and it is time to replace them with a more robust product.

The Authority will seek sealed proposals and bids as required by the procurement policy by conducting wide-spread advertising both electronically and physically as well as sending notifications and proposal packets to Builders Exchange.

Recommendations to award contracts are anticipated to be submitted to the Board of Commissioners for approval at the March meeting.

STAFF REPORT

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

FROM: David G. Ritchie, Counsel

DATE: December 15, 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 \$160,846.00 annually. Follow-up with Yolo County Housing revealed that the salary increased from a 2018 figure of \$156,310, in 2019 to \$158,580, and in 2020 to \$160,846. After establishing these base salary levels, Yolo experienced a retirement of their then Executive Director. Following that, the agency entered into a one-year agreement for interim Executive Director services for a contract base salary rate of \$175,241 annually. It is not yet known what changes in base salary will be necessary when Yolo seeks to fill their Executive Director position with a permanent candidate after the one-year interim has completed, it is presumed that this will be determined when negotiating with the new appointee.

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 will trail behind the current 2020 salary level in Yolo, the most comparable agency by approximately \$4,000 per year or more if an incoming executive director there causes further adjustment to the pay rate (this appears likely in light of the increased current rate paid to their interim Executive Director). Our proposed compensation model, while it improves upon and is more competitive with the market than current, would not sufficiently address increases to base compensation in most comparable agencies since 2018 and as are expected to increase over the life of the Executive Director contract through 2022. If it approves this resolution, the Board may choose to address this as part of strategic planning as it develops goals and objectives for the future and addresses in-agency succession planning.

We have added a one-time payment upon ratification to the executive director of \$850.00 to the resolution to offset the delay in implementing a corresponding increase under the expired agreement (equivalent to approximately six weeks of the difference between current pay rate and the new pay rate).

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 Commissioners 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 15TH day of December by the following vote to wit:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: December 15, 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 "HACM") 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 HACM 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 HACM have determined that it is in the best interests of the HACM 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 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 continued employment with HACM 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 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.

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 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 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.

Upon ratification of the resolution adopting this contract, the Executive Director shall receive a one-time payment of \$850.00 less applicable taxes.

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.

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

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 \$1,273.69 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 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 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, HACM 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. 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

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

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, 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 a HACM 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 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.

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

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

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

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.

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

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

Jack Jackson

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

Executive Director

Chairperson, Board of Commissioners

STAFF REPORT

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

FROM: Rosa Vazquez, Executive Director

DATE: December 15, 2020

SUBJECT: Recommendation to adopt **Resolution No. 2020-13**, Accepting an additional twenty (20) HUD-VASH vouchers for the Housing Choice Voucher Program.

On July 8, 2020, Notice PIH-2020-14 was issued. This notice announced the availability of \$50 million in HUD-Veterans Affairs Supportive Housing (HUD-VASH) funding that would support approximately 6,000 new HUD-VASH vouchers.

These vouchers are administered in partnership with the U.S. Department of Veterans Affairs (VA), and enable homeless veterans and their families to access affordable housing with an array of supportive services. The Authority has a current allocation of one-hundred and three (103) HUD-VASH vouchers.

The Authority along with the VA Central California Health Care System – VISN 21 Station 570 submitted a Registration of Interest, in order to request an additional fifteen (15) HUD-VASH vouchers.

On December 10, 2020, the Authority received notification that it would be allocated an additional twenty (20) vouchers.

RECOMMENDATION

It is recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2020-13**, Accepting an additional twenty (20) HUD-VASH vouchers for the Housing Choice Voucher Program.

