

A G E N D A

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

**Annual Meeting
Wednesday, March 20, 2024
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

Rick Osorio, Chairperson
Hub Walsh, Vice-Chair
Evelyn Dorsey
Robert Dylina
Diana Odom Gunn
Marilyn Scorby

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 subject-matter 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 3-minute presentation.

All persons addressing the Commission are requested to state their name and address for the record. Public comments must not interfere with orderly discussion or otherwise disrupt the meeting (CA Gov. Code 54957.9, SB 1100 (2022)). Slanderous, profane, threatening remarks or disorderly conduct that disrupts the meeting are prohibited (CA Gov. Code 36813, White v. City of Norwalk, 900 F.2d 1421 (1990)). Disruptive conduct may be grounds for removal from the meeting.

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

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



IV. NOMINATION and ELECTION OF BOARD OF COMMISSIONER OFFICERS (Chairperson and Vice Chairperson):

- 1. Nomination of Chairperson (M/S/C): ___ / ___ / ___
- 2. Election of Chairperson (M/S/C): ___ / ___ / ___
- 3. Nomination of Vice Chairperson (M/S/C): ___ / ___ / ___
- 4. Election of Vice Chairperson (M/S/C): ___ / ___ / ___

V. APPROVAL OF THE FOLLOWING MEETING MINUTES

- 1. February 20, 2024 Regular Meeting (M/S/C): ___ / ___ / ___

VI. CONSENT CALENDAR:

- 1. Rent Delinquency Report February 2024
- 2. Financial Reports for February 2024
- 3. Public Housing Occupancy/Vacancy Report for February 2024
- 4. HCV Program Counts February 2024

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

VII. INFORMATION/DISCUSSION ITEM(S)

- 1. Staff Report – Procurement Policy
- 2. Staff Report – PG&E Electric Vehicle Charging Stations
- 3. Staff Report – Development/HR/Board Clerk

VIII. EXECUTIVE DIRECTOR REPORT

- 1. Staff Report – Rental Zebra Update

IX. WRITTEN CORRESPONDENCE

None

X. RESOLUTION ITEM(S)

- 1. **Resolution No. 2024-02:** Approving the new successor Executive Director Employment Agreement.

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

- 1. **Resolution No. 2024-03:** Adopting revisions to the by-laws of the Housing Authority of the County of Merced.

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

XI. ACTION ITEM(S)

None

XII. COMMISSIONER’S COMMENTS



XIII. CLOSED SESSION ITEM(S)

None

XIV. ADJOURNMENT

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



Housing Authority of the County of Merced

MEMORANDUM

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

FROM: Rosa Vazquez, Executive Director

DATE: March 20, 2024

SUBJECT: Election of Officers for the positions of Chairperson and Vice-Chairperson

Bylaws of the Housing Authority of the County of Merced

Article II Section 2: The Chairperson shall preside at all meetings of the Housing Authority of the County of Merced ("Authority"). At every Board of Commissioners meeting, the Chairperson shall submit such recommendations and information necessary and proper concerning the business, affairs and policies of the Authority. The Chairperson maintains and promotes a cooperative and collaborative working relationship with and among other Board members, Authority staff and management, and represents the Authority in a professional manner with those encountered in the regular conduct and performance of his/her official duties.

Article II Section 3: The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of the resignation or death of the Chairperson, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall select a new Chairperson.

Article II Section 7: The Chairperson and Vice Chairperson shall be elected at the annual meeting of the Board from among the Commissioners, and shall hold office for one year or until their successors are elected, whichever occurs later.

Current Nomination Process

- Take nominations at meeting
- Does Vice-Chairperson want to be considered?
- If one nomination received
 - o Vote takes place
 - o It does not need to be a secret ballot
 - o It can be open vote by show of hands
- If more than one nomination
 - o Vote can be by secret ballot
 - o If it's a tie they may vote again
 - o If it remains a tie – Draw
- Announce duly elected Chairperson of the Board
- The newly elected Chairperson takes over for election of Vice-Chairperson

MINUTES

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Regular Meeting
Tuesday, February 20, 2024

Closed session immediately following

- I. The meeting was called to order by Chairperson Osorio at 12:00 p.m. and the Secretary was instructed to call the roll.

Commissioners Present:

Rick Osorio, Chairperson
Robert Dylina
Diana Odom Gunn
Marilyn Scorby

Commissioners Absent:

Evelyn Dorsey
Hub Walsh, Vice-Chair

Chairperson Osorio declared there was a quorum present.

Staff Present:

Rosa Vazquez, Executive Director/Board Secretary
David Ritchie, Legal Counsel
Bruce Milgrom, Finance Officer
Melina Frederick, Director of Procurement & Asset Management
Blanca Arrate, Director of Housing Programs
Maria F. Alvarado, Director of Housing and Community Development

Others Present:

Erin Hamm, Rental Zebra
Christy McHammon, City of Los Banos

II. **UNSCHEDULED ORAL COMMUNICATION**

Erinn Hamm from Rental Zebra was present to speak on issues Rental Zebra has been experiencing with certain Authority processes as well as volunteer to serve on any advisory board that explores expedited or streamlined processes for landlords. Some of the issues to be reviewed include quicker inspection times and online processes.

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

None



IV. APPROVAL OF THE FOLLOWING MEETING MINUTES

1. January 16, 2024, Regular Meeting

(M/S/C): Commissioner Odom Gunn/Commissioner Dylina/Motion Passed

V. CONSENT CALENDAR

1. Rent Delinquency Report for January 2024
2. Financial Reports for January 2024
3. Public Housing Occupancy and Vacancy Report January 2024
4. HCV Special Program Counts January 2024

(M/S/C): Commissioner Odom Gunn/Commissioner Dylina /Motion Passed

VI. INFORMATION/DISCUSSION ITEM(S)

None

VII. EXECUTIVE DIRECTOR REPORT

1. Executive Director Vazquez informed the Board that she met with City Manager Scott McBride to discuss the acquisition of the “Old Sun-Star” building. At this time the City of Merced will no be disposing of the property as it has other potential plans for the site. City Manager McBride stated there may be other partnersip opportunities in the future.
2. Executive Director Vazquez will be meeting with the meeting with the Authority’s Grant Coordinator as there are several grants that the Authority would like to explore as they will help with possible development in the Authority owned lots as well as potentially provide continuing subsidy.

VIII. WRITTEN CORRESPONDENCE

None

IX. RESOLUTIONS ITEM(S)

1. **Resolution No. 2024-02:** Approving the new successor Executive Director Employment Agreement.

Resolution was tabled and will be brought back at the next meeting.

X. ACTION ITEM(S)

None

XI. COMMISSIONER’S COMMENTS

Commissioner Scorby inquired on how Ms. Hamm’s inquiry would be handled. After some discussion, it was determined that Executive Director Vazquez will



reach out to further discuss and if the item needs to be brought to the Board for update it will be done in a future meeting.

Commissioner Dylina followed-up on a payment issue that was submitted by Ms. Hamm. Although the issue has been resolved an explanation on the resolution will be brought forward in a future meeting.

XII. CLOSED SESSION ITEM(S)

The Board of Commissioners went into closed session at 12:57 p.m. The following people were present:

Board Members

Rick Osorio, Chairperson
Robert Dylina
Robert Dylina
Diana Odom Gunn
Marilyn Scorby

Others Present

David Ritchie, Legal Counsel
Rosa Vazquez, Executive Director/Board Secretary
Maria Alvarado, Director of Housing and Community Development

1. Conference with Legal Counsel – Existing Litigation (§ 54956.9)

Name of Case:

Merced County Sup. Ct. Case No. 23CV-01818

2. Public Employee Discipline/Dismissal Release (§ 54957)

The Board returned to Regular Session at 1:19 p.m. and no reportable action. Direction was given to staff.

XIII. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 1:19 p.m.

Chairperson Signature

Date: March 20, 2024

Secretary Signature

Date: March 20, 2024



Aged Receivables Report as for 02/29/2024 - As of 03-12-2024

Property	0 - 30 days	31-60 days	61 - 90 days	Over 90 days	Total Unpaid Charges	Balance
AMP 1						
ca023001 PH - Merced	1,108.10	1,238.05	408.85	-2,941.49	-186.49	-186.49
ca023010 PH - Merced	20.00	-1,565.24	-1,490.84	-2,257.30	-5,293.38	-5,293.38
ca023013 PH - Merced Sr	164.00	75.35	25.35	375.00	639.70	639.70
ca023021 PH - Acquisition	0.00	0.00	0.00	0.00	0.00	0.00
ca023023 PH - Acquisition	0.00	0.00	0.00	-25.00	-25.00	-25.00
AMP 1 TOTALS	1,292.10	-251.84	-1,056.64	-4,848.79	-4,865.17	-4,865.17
AMP 2						
CA023003 PH - Atwater - Cameo	35.00	375.75	0.00	-351.00	59.75	59.75
ca023006 PH - Livingston	1,615.00	1,040.11	1,120.51	-767.42	3,008.20	3,008.20
012a PH - Atwater	865.00	706.25	-72.00	3,457.24	4,956.49	4,956.49
012b PH - Winton	0.00	0.00	0.00	0.00	0.00	0.00
AMP 2 TOTALS	2,515.00	2,122.11	1,048.51	2,338.82	8,024.44	8,024.44
AMP 3						
ca023002 PH - Los Banos	224.00	25.00	0.00	-519.20	-270.20	-270.20
ca023004 PH - Los Banos - Abby, B, C & D	945.97	-86.00	-159.21	-1,620.00	-919.24	-919.24
ca023005 PH - Dos Palos - West Globe	85.00	29.14	25.00	234.30	373.44	373.44
ca023011 PH - Los Banos - J & K St	404.92	38.00	-294.00	-1,040.30	-891.38	-891.38
012c PH - Dos Palos - Alleyne	529.00	0.00	-26.02	-59.00	443.98	443.98
012d PH - Dos Palos - Globe	0.00	-10.00	0.00	0.00	-10.00	-10.00
AMP 3 TOTALS	2,188.89	-3.86	-454.23	-3,004.20	-1,273.40	-1,273.40
AMP 4						
ca023024 PH 1st Street	-219.00	0.00	-50.00	0.00	-269.00	-269.00
AMP 4 TOTALS	-219.00	0.00	-50.00	0.00	-269.00	-269.00
VALLEY VIEW						
atw Atwater Elderly	0.00	0.00	0.00	0.00	0.00	0.00
dp Dos Palos Elderly	0.00	0.00	0.00	0.00	0.00	0.00
mid Midway	0.00	0.00	0.00	200.00	200.00	200.00
pbc - atw	0.00	0.00	0.00	-180.00	-180.00	-180.00
pbc - dp	-20.00	18.00	25.00	-129.00	-106.00	-106.00
pbc - mid	1,298.00	600.00	473.00	3,379.79	5,750.79	5,750.79
VALLEY VIEW TOTALS	1,278.00	618.00	498.00	3,270.79	5,664.79	5,664.79
FELIX TORRES YEAR ROUND						
ft.yr Felix Torres Year Round Center	2,360.50	336.00	526.00	2,997.00	6,219.50	6,219.50
FELIX TORRES YEAR ROUND TOTALS	2,360.50	336.00	526.00	2,997.00	6,219.50	6,219.50
HOUSING AUTHORITY TOTALS	9,415.49	2,820.41	511.64	753.62	13,501.16	13,501.16

Housing Authority of the County of Merced

Financial Statement - AMP 1 (.fs-amp1)

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	257,198	258,385	-1,187	0	775,155
TOTAL GRANT INCOME (2)	228,570	233,613	-5,043	-2	700,838
TOTAL INCOME	485,768	491,998	-6,230	-1	1,475,993
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4,5)	167,605	155,392	-12,212	0	466,176
TOTAL TENANT SERVICES EXPENSES	818	567	-251	-44	1,700
TOTAL UTILITY EXPENSES (6)	76,788	89,120	12,332	14	267,360
TOTAL MAINTENACE EXPENSES	109,946	146,152	36,206	25	438,456
TOTAL GENERAL EXPENSES (6,7,8)	52,170	47,353	-4,816	-10	142,060
TOTAL HOUSING ASSISTANCE PAYMENTS	1,703	1,333	-370	-28	4,000
TOTAL FINANCING EXPENSES (9)	13,333	13,333	0	0	40,000
TOTAL NON-OPERATING ITEMS (10)	2,269	12,572	10,303	82	37,716
TOTAL EXPENSES	424,632	465,823	41,192	9	1,397,468
NET INCOME	61,136	26,175	34,962	134	78,525

- (1) Tenant Rents -\$ 2K Under Budget
- (2) Grant Inc. down -\$ 5K
- (3) Salaries +\$ 2K, Benefit Exp +\$ 2K
- (4) Legal is under +\$ 6K, Misc. Admin. -\$ 16K -(Temp Labor -\$ 18K)
- (5) Other Admin -\$ 6K (Audit & Mgt Fees +\$ 4K, Consultant -\$ 10K)
- (6) Sewer & Water - +\$ 10K, Garbage +\$ 2K
- (6) Maint. Salary Exp. -\$ 2K, Benefits +\$ 12K
- (7) Maint. Costs Supplies -\$ 3K (replacement parts)
- (8) Contract Costs +\$ 29K - (some cost lower in winter, expected to catch up in summer)
- (9) Property Ins Higher -\$ 6K, W/C lower +\$ 2K
- (11) Depreciation Items fully depreciated +\$ 10K

Housing Authority of the County of Merced

Financial Stmt - Financial Statement - AMP 2 (.fs-amp2)

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	228,224	211,986	16,238	8	635,959
TOTAL GRANT INCOME (2)	166,194	150,843	15,351	10	452,530
TOTAL INCOME	394,418	362,830	31,588	9	1,088,489
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3)	114,069	107,940	-6,128	-6	323,820
TOTAL TENANT SERVICES EXPENSES	0	533	533	100	1,600
TOTAL UTILITY EXPENSES (4)	71,877	84,642	12,765	15	253,926
TOTAL MAINTENACE EXPENSES (5,6,7)	85,474	111,557	26,083	23	334,672
TOTAL GENERAL EXPENSES (8,9)	39,744	40,012	268	1	120,036
TOTAL HOUSING ASSISTANCE PAYMENTS	699	773	74	10	2,320
TOTAL FINANCING EXPENSES	6,333	6,333	0	0	19,000
TOTAL NON-OPERATING ITEMS	79	0	-79	N/A	0
TOTAL EXPENSES	318,275	351,791	33,516	10	1,055,374
NET INCOME	76,143	11,038	65,104	590	33,115

- (1) Tenant Rents +\$ 16K
- (2) HUD PHA Subsidy +\$ 15K
- (3) Admin - Salary & Benefits +\$ 2K, Legal +\$ 1K, Other Admin +\$ 2K, Misc Admin -\$ 11K - (Temp Salaries -\$14)
- (4) Utilities - Water/Sewer +\$ 9K, Elect./Gas +\$ 4K
- (5) Maint. Salary & Benefits Exp. +\$ 13K
- (6) Material Exp. -\$ 1K - Supplies and Materials ordered
- (7) Contract Costs +\$ 13K, Timing on using Contract Labor
- (8) W/C +\$ 2K
- (9) Payments in Lieu -\$ 3K

Housing Authority of the County of Merced

Financial Statement - AMP 3 (.fs-amp3)

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	205,979	211,887	-5,908	-3	635,662
TOTAL GRANT INCOME (2)	164,982	149,826	15,156	10	449,477
TOTAL INCOME	370,961	361,713	9,248	3	1,085,139
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4,5)	107,596	117,186	9,590	16	351,557
TOTAL TENANT SERVICES EXPENSES	325	433	108	25	1,300
TOTAL UTILITY EXPENSES (6)	66,302	65,099	-1,203	-2	195,298
TOTAL MAINTENANCE EXPENSES (7,8,9)	48,136	115,611	67,474	58	346,832
TOTAL GENERAL EXPENSES (10)	37,553	42,681	5,127	12	128,043
TOTAL HOUSING ASSISTANCE PAYMENTS	1,315	1,400	85	6	4,200
TOTAL FINANCING EXPENSES	5,667	5,667	0	0	17,000
TOTAL NON-OPERATING ITEMS	82	0	-82	N/A	0
TOTAL EXPENSES	266,976	348,077	81,099	23	1,044,231
NET INCOME	103,985	13,636	90,347	663	40,908

- (1) Tenant Rent -\$ 7K
- (2) Grant Subsidy +\$ 15K
- (3) Salaries +\$ 15K & Benefits +\$ 7K
- (4) Legal +\$ 4K, Other Admin. -\$ 17K (Mgt Fee +\$ 5K, Consulting -\$ 6K)
- (5) Misc. Admin - Temp Labor -\$ 17K
- (6) Water & Sewer -\$ 2K, Elect/Gas -\$ 1K, Garbage +\$ 1K
- (7) Maintenance Salary *& Benefits +\$ 18K & Vehicle Gas -\$ 1K
- (8) Supplies Maintenance +\$ 25K - (Maint/Repairs +\$ 20K, Appliances/Decorating +\$ 5K)
- (9) Contract Costs Lower +\$ 25K, (Repairs/Painting +\$ 6K, Landscaping +\$9K, HVAC +\$ 5K, Equip Rental +\$ 4K)
- (10) Property Ins. +\$ 2K, W/C lower +\$ 2, Pymts in Lieu Taxes +\$ 1k

Housing Authority of the County of Merced

Financial Stmt - AMP4 - 1st Street, Merced (.fs-amp4)

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	5,940	6,669	-728	-11	20,006
TOTAL GRANT INCOME (2)	7,620	9,081	-1,461	-16	27,244
TOTAL INCOME	13,561	15,750	-2,189	-14	47,250
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES	4,273	4,428	155	4	13,284
TOTAL UTILITY EXPENSES	2,311	2,808	497	18	8,424
TOTAL MAINTENACE EXPENSES	3,058	2,449	-609	-25	7,347
TOTAL GENERAL EXPENSES	1,270	1,350	80	6	4,051
TOTAL HOUSING ASSISTANCE PAYMENTS	0	33	33	100	100
TOTAL FINANCING EXPENSES	333	333	0	0	1,000
TOTAL NON-OPERATING ITEMS	15,933	15,919	-14	0	47,757
TOTAL EXPENSES	27,178	27,320	142	1	81,964
NET INCOME	-13,617	-11,571	-2,047	18	-34,714

(1) Tenant Rent -\$ 1K

(2) Grant Subsidy -\$ 1K

Housing Authority of the County of Merced

Financial Stmt - All HCV Properties with Sub (.fs-hcvs)

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
TOTAL GRANT INCOME (1,2)	8,042,783	8,532,963	-490,180	-6	25,598,890
TOTAL OTHER INCOME	261	500	-239	-48	1,500
TOTAL INCOME	8,043,044	8,533,463	-490,419	-6	25,600,390
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4,5,6,7,8)	544,438	664,681	120,243	18	1,994,042
TOTAL TENANT SERVICES EXPENSES	1,793	883	-910	-103	2,650
TOTAL UTILITY EXPENSES	0	88	88	100	265
TOTAL MAINTENACE EXPENSES (9)	332	8,017	7,685	96	24,050
TOTAL GENERAL EXPENSES (10,11)	16,156	27,332	11,177	41	81,997
TOTAL HOUSING ASSISTANCE PAYMENTS (12,13,14)	7,522,763	7,761,502	238,739	3	23,284,505
TOTAL FINANCING EXPENSES	24,183	24,183	0	0	72,550
TOTAL NON-OPERATING ITEMS	541	0	-541	N/A	0
TOTAL EXPENSES	8,110,206	8,486,686	376,481	4	25,460,059
NET INCOME	-67,162	46,777	-113,938	-244	140,331

- (1) Lower HAP from HUD -\$458K
- (2) Lower Admin Fees -\$ 32K
- (3) Lower Salaries +\$ 79K & Benefits Costs +\$24K
- (4) Lower Mgt and Bookkeeping Fees +\$ 41K
- (5) Higher inspections -\$ 23K, Higher Consultant Costs -\$ 5K, Auditing +\$ 3K
- (6) Misc. Admin. Exp. - Office Supp +3K, Comp Parts +\$ 2K, Copiers & Postage +\$ 9K
- (7) Higher Temp. Labor Exp. -\$ 35K
- (8) Misc. Admin. Exp. Section 8, -\$ 18K - not budgeted
- (9) Lower Contract Costs +\$ 7K, Not utilized to date as expceted
- (10) Lower Workman's Comp. Exp. +\$ 6K
- (11) Lower Port-out admin fees +\$ 5K
- (12) Lower HAP issued +\$ 201K
- (13) Port Out Payments +\$ 42K (lower than budgeted)
- (14) Tenant Utility -\$ 2K (higher than budgeted)

Housing Authority of the County of Merced

Financial Stmt - Central Office Cost Center (cocc)

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
TOTAL OTHER INCOME (1,2,3,4)	419,747	462,692	-42,946	-9	1,388,076
TOTAL INCOME	<u>419,747</u>	<u>462,692</u>	<u>-42,946</u>	<u>-9</u>	<u>1,388,076</u>
EXPENSES					
Total Miscellaneous Admin Expenses	32,566	47,817	15,252	37	143,450
TOTAL ADMINISTRATIVE EXPENSES (5,6,7,8)	423,404	354,605	-66,298	-19	1,063,816
TOTAL UTILITY EXPENSES (9)	15,724	17,813	2,089	12	53,439
TOTAL MAINTENACE EXPENSES (10)	16,628	28,872	12,244	42	86,615
TOTAL GENERAL EXPENSES	11,557	11,767	210	2	35,300
TOTAL FINANCING EXPENSES	25,000	25,000	0	0	75,000
TOTAL NON-OPERATING ITEMS	3,080	2,624	-456	-17	7,873
TOTAL EXPENSES	<u>496,443</u>	<u>441,181</u>	<u>-52,761</u>	<u>-12</u>	<u>1,323,543</u>
NET INCOME	<u>-76,696</u>	<u>21,511</u>	<u>-95,707</u>	<u>-445</u>	<u>64,533</u>

- (1) Lower Mgmt. Fees from HCV -\$26K
- (2) Lower Bookkeeping Fees -\$ 16K
- (3) Asset Mgt Fee booked as budgeted (As Budgeted \$16K)
- (4) Admin Fee to be booked as Cap Projects funding allows (Budgetted 89K)
- (5) Admin Salary -\$ 26K & Benefits Higher -\$ 13K (Posting Resolution Mgt in Nov for 9 mo.)
- (6) Legal Fees Lower -\$ 41K (Bills from 9,10,12 posted in Jan 24)
- (7) Admin Misc. Exp Lower + \$ 15K (Postage +\$ 4K, Copiers +\$ 3K, Mbrship +\$ 3K, Internet/Ad/Parts +\$ 5K, Other Admin Exp -\$ 3K)
- (8) Admin Other Exp -\$ 3K - (Training/travel/Audit +\$ 14K, Consultants -\$ 17K)
- (9) Utilities Gas & Elect. +\$ 2K
- (10) Mainttenance Exp - Materials and Contract costs lower +\$ 12K - time of year, additional exp during summer

Housing Authority of the County of Merced

Financial Stmt - Langdon Villas (langdon)

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME	25,716	24,809	907	4	74,428
TOTAL OTHER INCOME	174,075	94,182	79,893	85	282,546
TOTAL INCOME (1,2)	199,791	118,991	80,800	68	356,974
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3)	32,376	27,554	-4,822	-18	82,661
TOTAL UTILITY EXPENSES	0	533	533	100	1,600
TOTAL MAINTENACE EXPENSES (4)	0	3,893	3,893	100	11,680
TOTAL GENERAL EXPENSES	7,597	7,577	-20	0	22,732
TOTAL FINANCING EXPENSES	51,000	51,000	0	0	153,000
TOTAL NON-OPERATING ITEMS	1,146	1,146	0	0	3,438
TOTAL EXPENSES	92,119	91,704	-416	0	275,111
NET INCOME	107,672	27,288	80,384	295	81,863

(1) Other Income +\$ 79K - Interest income from F & M Bnak on deposit accounts - not budgeted

(2) Management Fee Lower -\$ 1K

(3) Salary -\$ 3K, Legal +\$ 1K, Consultants -\$ 3K

(4) Contract Cost Lower +\$ 3K, Timing - Landscaping +\$ 2K, HVAC +\$ 1K

Housing Authority of the County of Merced

Financial Stmt - Obanion Learning Center (obanion)

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	64,351	72,653	-8,301	-11	217,958
TOTAL INCOME	<u>64,351</u>	<u>72,653</u>	<u>-8,301</u>	<u>-11</u>	<u>217,958</u>
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES	6,893	7,344	451	6	22,033
TOTAL UTILITY EXPENSES (2)	29,156	31,677	2,522	8	95,032
TOTAL MAINTENANCE EXPENSES	13,407	13,146	-262	-2	39,438
TOTAL GENERAL EXPENSES	2,007	2,090	83	4	6,270
TOTAL NON-OPERATING ITEMS	18,365	17,933	-431	-2	53,800
TOTAL EXPENSES	69,828	72,191	2,363	3	216,573
NET INCOME	<u>-5,477</u>	<u>462</u>	<u>-5,939</u>	<u>-1,286</u>	<u>1,385</u>

(1) Tenant Rents - lower -\$ 10K, (Golden Valley Health moved out), Tenant Utilities +\$ 2K

(2) Garbage +\$ 2K

Housing Authority of the County of Merced

Financial Stmt - Property = .fs-vw sub-dp sub-mid sub-atw

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	288,120	209,218	78,903	38	627,653
TOTAL GRANT INCOME (2)	212,388	210,799	1,589	1	632,397
TOTAL INCOME	<u>500,508</u>	<u>420,017</u>	<u>80,492</u>	<u>19</u>	<u>1,260,050</u>
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4)	37,767	60,024	22,257	37	180,072
TOTAL UTILITY EXPENSES (5)	34,893	39,675	4,782	12	119,025
TOTAL MAINTENACE EXPENSES (6,7)	25,112	51,066	25,954	51	153,197
TOTAL GENERAL EXPENSES (8)	12,814	14,062	1,248	9	42,187
TOTAL HOUSING ASSISTANCE PAYMENTS (9)	213,042	210,799	-2,243	-1	632,397
TOTAL FINANCING EXPENSES	22,833	22,833	0	0	68,500
TOTAL NON-OPERATING ITEMS	5,196	5,196	0	0	15,588
TOTAL EXPENSES	<u>351,657</u>	<u>403,655</u>	<u>51,998</u>	<u>13</u>	<u>1,210,966</u>
NET INCOME	<u>148,851</u>	<u>16,361</u>	<u>132,490</u>	<u>810</u>	<u>49,084</u>

- (1) Tenant Assistance Pmts +\$ 83K, Tenat Rents -\$ 4K
- (2) Grant Inc +\$ 2k
- (3) Vacant staff positions +\$ 10K, Lower Benefit costs +\$ 4K
- (4) Legal Exp Lower +\$ 5K (no legal billing to date)
- (5) Utility Invoices timing. +\$ 5K (Water/Sewer +\$ 3K, Gas/Electric +\$ 2K)
- (6) Maint. Salary & Benefits Lower +\$ 7K, Supplies Costs lower +\$ 6K
- (7) Contract Landscaping Lower -\$ 15K (Building Repairs +\$ 3K, Landscaping +\$ 6K)
- (8) W/C lower +\$ 1K
- (9) Housing Assistance Pmt Higher -\$ 2K

Housing Authority of the County of Merced

Financial Stmt - Felix Torres Year Round (.fs-fty)

Budget Comparison

Period = Oct 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	178,201	189,343	-11,142	-6	568,030
TOTAL OTHER INCOME	20	0	20	N/A	0
TOTAL INCOME	178,221	189,343	-11,122	-6	568,030
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2)	18,069	25,904	7,835	30	77,712
TOTAL UTILITY EXPENSES (3)	30,202	33,823	3,621	11	101,470
TOTAL MAINTENACE EXPENSES (4,5)	43,292	36,073	-7,219	-20	108,218
TOTAL GENERAL EXPENSES	13,214	13,464	250	2	40,391
TOTAL NON-ROUTINE MAINTENANCE (6)	9,648	0	-9,648	N/A	0
TOTAL FINANCING EXPENSES	6,667	6,667	0	0	20,000
TOTAL NON-OPERATING ITEMS	65,157	65,157	0	0	195,471
TOTAL EXPENSES	186,249	181,087	-5,161	-3	543,262
NET INCOME	-8,028	8,256	-16,283	-197	24,768

(1) Vacancies -\$ 24K, Rental Assistance +\$ 12K

(2) Sal & Benefits costs +\$ 6K

(3) Water\Sewer +\$ 1K, Elect/Gas -\$ 1K, Garbage +\$ 3K

(4) Supplies -\$ 8K (Water Heaters Res Exp 6K/ Ranges-Refrig Res Exp 5K)

(5) Contract +\$ 2K

(6) Non-Routine Exp. - Res Exp -\$ 10K

Housing Authority of the County of Merced

Financial Stmt - Migrant (.fs-mig)

Budget Comparison

Period = Jul 2023-Jan 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME (1)	938,726	1,231,151	292,425	24	2,110,544
TOTAL INCOME	938,726	1,231,151	292,425	24	2,110,544
EXPENSES					
Total - Center Personnel (2)	376,728	425,171	48,443	11	728,865
Total - Operating Expenses (3)	365,742	594,552	228,810	38	1,019,231
Total - Maintenance Expenses	22,426	38,004	15,578	41	65,150
Total - Contractor Administration (5)	92,049	85,689	-6,360	-7	146,896
Total - Debt Service and Replacement	81,781	87,734	5,953	7	150,402
TOTAL	938,726	1,231,151	292,425	24	2,110,544

(1) Zero budget, offset to variance in expenses -\$ 256K

(2) Salaries +\$ 5K, Benefits +\$ 44K

(3) Higher utilities - Net diff. -\$ 61K, (Utilities -\$49k, Communications +34K, Major Equip. +\$ 255 Other Costs -\$ 12K -not budgeted)

(OMS/ High Speed Interned project not started, impacting Operations budget figures)

(4) General lower supplies and contract expenses +\$4K, Painting and Material. Supplies +\$ 34K

(5) Expense compared to budget -Audit Fees Higher than Bgdt YTD-\$ 5K and Higher than Bgt Audit -\$ 2K

Total Number of Public Housing Units: 421
 Number of Occupied Units: 409
 Number of Vacant Units: 12

Unit ID	Prospective Resident	Move - In Date	Security Deposit Amount
169	NO	200 Selected from Waiting List	\$500.00
424	NO	200 Selected from Waiting List	\$500.00
270	YES	Rescheduled to 3/21/24	\$800.00
259	YES	Rescheduled to 3/21/24	\$500.00
56	YES	Rescheduled to 3/29/24	\$300.00
277	YES	Rescheduled to 3/28/24	\$500.00
120	YES	Pending Unit Turnover	\$500.00
417	YES	Pending Unit Turnover	\$500.00
464	NO	200 Selected from Waiting List	\$300.00
249	NO	200 Selected from Waiting List / Pending Unit Turnover	\$500.00
11	NO	200 Selected from Waiting List / Pending Unit Turnover	\$500.00
442	NO	200 Selected from Waiting List / Pending Unit Turnover	\$500.00

Indicators

Sub-Indicator #1	Performance Scoring	Sept	Oct	Nov	Dec	Jan	Feb
Lease Up Days		113	138	Yardi data unavailable due to system upgrades			914
Average Lease Up Days		5	5				44
Make Ready Time		545	350				417
Average Make Ready Days		13	15				20
Down Days		53	61				1904
Average Down Days		1	1				91
Total # Vacant Units Turned		35	38				21
Total # Turn Around Days		711	549				3235

Total Number of Public Housing Units: 421
 Number of Occupied Units: 409
 Number of Vacant Units: 12

Unit ID	Prospective Resident	Move - In Date	Security Deposit Amount
Average Turn Around Days (To Date)	A = 0-20 B = 21-25 C = 26-30 D = 31-40 F = more than 50	23	23
			154

STAFF REPORT

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

FROM: Melina Frederick, Director of Procurement

DATE: March 20, 2024

SUBJECT: Procurement Policy update

At the February Board of Commissioners meeting, the Executive Director reported that the Housing Authority of the County of Merced (Authority) would be updating the agency's Procurement Policy. The Procurement Policy was last updated and approved by a Board resolution in 2016. The amendments being made consist of updating the dollar amounts to reflect the current federal procurement thresholds as well as the inclusion of the Build America, Buy America (BABA) Act.

The BABA Act was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58), also known as the Bipartisan Infrastructure Law. BABA requires any infrastructure project funded by any Federal Financial Assistance (FFA) to apply a domestic content procurement preference. This means that all iron, steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States. This is called the "Buy American Preference" (BAP).

This draft Procurement Policy is attached for review and it will be brought back to the April Board of Commissioners meeting to be voted on.

HOUSING Authority OF THE COUNTY OF MERCED
PROCUREMENT POLICY

[Updated March ??, 2024 / Resolution No. 2016-06]

Commented [EC1]: Will this go to the board? Or do I keep the resolution #?

March 2024

Table of Contents

TABLE OF CONTENTS	2
GENERAL PROVISIONS	5
A. GENERAL.....	5
B. APPLICATION	5
C. DEFINITION.....	5
D. EXCLUSIONS.....	6
E. CHANGES IN LAWS AND REGULATIONS	6
F. PUBLIC ACCESS TO PROCUREMENT INFORMATION.....	6
ETHICS IN PUBLIC CONTRACTING	6
A. GENERAL	6
B. CONFLICTS OF INTEREST.....	6
C. GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION	6
D. PROHIBITION AGAINST CONTINGENT FEES	7
E. PROCUREMENT Authority AND ADMINISTRATION	7
PROCUREMENT PLANNING	8
PROCUREMENT METHODS	8
A. PETTY CASH PURCHASES	8
B. SMALL PURCHASE PROCEDURES	8
1. MICRO PURCHASES OF \$10,000 OR LESS.....	8
2. SMALL PURCHASES FROM \$10,001-\$250,000	9
3. PURCHASE ORDERS	9
C. SEALED BIDS	9
1. CONDITIONS OF USING SEALED BIDS	9
2. SOLICITATION AND RECEIPT OF BIDS	10
3. BID OPENING AND AWARD.....	10
4. MISTAKES IN BIDS	10
D. COMPETITIVE PROPOSALS	10
1. CONDITIONS FOR USE.....	10
2. FORM OF SOLICITATION.....	11
3. NEGOTIATIONS	11
4. AWARD	11
5. ARCHITECT/ENGINEER SERVICES	11
E. NONCOMPETITIVE PROPOSALS	12
1. CONDITIONS FOR USE.....	12
2. JUSTIFICATION	12
3. PRICE REASONABLENESS.....	12
F. COOPERATIVE PURCHASING/INTERGOVERNMENTAL AGREEMENTS	12
G. INDEPENDENT COST ESTIMATE (ICE)	13
COST AND PRICE ANALYSIS	13
A. PETTY CASH AND MICRO PURCHASES.....	13
B. SMALL PURCHASES	13
C. SEALED BIDS	13
D. COMPETITIVE PROPOSALS	13
E. CONTRACT MODIFICATIONS.....	13

SOLICITATION AND ADVERTISING	14
A. METHOD OF SOLICITATION	14
1. PETTY CASH AND MICRO PURCHASES	14
2. SMALL PURCHASES	14
3. SEALED BIDS AND COMPETITIVE PROPOSALS	14
B. TIME FRAME	14
C. FORM	14
D. TIME PERIOD FOR SUBMISSION OF BIDS	14
E. CANCELLATION OF SOLICITATIONS	14
1. IFB, RFP	14
2. SOLICITATION	14
3. REASONS	15
4. NOTICE	15
5. UNREASONABLENESS	15
6. SPECIFICATION(S) PROBLEMS	15
F. CREDIT (OR PURCHASING) CARDS	15
BONDING REQUIREMENTS	16
A. BID BONDS/GUARANTEE	16
B. PAYMENT AND PERFORMANCE BONDS	16
CONTRACTOR QUALIFICATIONS AND DUTIES	16
A. CONTRACTOR RESPONSIBILITY	16
B. SUSPENSION AND DEBARMENT	17
C. VENDOR LISTS	17
CONTRACT PRICING ARRANGEMENTS	17
A. CONTRACT TYPES	17
B. OPTIONS	17
CONTRACT CLAUSES	18
CONTRACT ADMINISTRATION	18
SPECIFICATIONS	18
A. GENERAL	18
B. LIMITATION	19
1. GEOGRAPHIC RESTRICTIONS	19
2. BRAND NAME SPECIFICATIONS	19
3. UNNECESSARY BONDS OR EXPERIENCE REQUIREMENTS	19
APPEALS AND REMEDIES	19
A. GENERAL	19
B. INFORMAL APPEALS PROCEDURE	19
C. FORMAL APPEALS PROCEDURE	19
ASSISTANCE TO SMALL AND OTHER BUSINESSES	20
A. REQUIRED EFFORTS	20
B. DEFINITIONS	20
1. A SMALL BUSINESS	20
2. A MINORITY-OWNED BUSINESS	20
3. A WOMEN'S BUSINESS ENTERPRISE	21
4. A SECTION 3 BUSINESS	21

5. A LABOR SURPLUS AREA BUSINESS21

BOARD APPROVAL OF PROCUREMENT ACTIONS 21

DELEGATION OF CONTRACTING AUTHORITY 21

DOCUMENTATION 21

FUNDING AVAILABILITY 22

SELF-CERTIFICATION 22

DISPOSITION OF SURPLUS PROPERTY 22

ATTACHMENT A: AUTHORIZATIONS FORM 21

ATTACHMENT B: PURCHASE TABULATION FORM 22

ATTACHMENT C: QUOTE/BID TABULATION FORM 23

DRAFT

Commented [EC2]: These forms aren't referenced in any part of this procurement policy. Question, should they be updated and an explanation of use/or reference to them inserted somewhere in the policy? EX: Attachment A reference in Procurement Methods?

Housing Authority of the County of Merced Procurement Policy

This Procurement Policy complies with the Annual Contributions Contract (ACC) between the Housing Authority of the County of Merced (Authority) and the HUD, Federal Regulations at 24 CFR 85.36, the procurement standards of the Procurement Handbook for Authority's, HUD Handbook 7460.8, Rev 2, and applicable State and Local laws.

Commented [EC3]: Will I change AUTHORITY to Authority?

GENERAL PROVISIONS

A. Responsibilities:

The Authority shall:

- Provide for a procurement system of quality and integrity;
- Provide for the fair and equitable treatment of all persons or firms involved in purchasing by the Authority;
- Ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable prices available to the HA;
- Promote competition in contracting;
- Assure that Authority purchasing actions are in full compliance with applicable Federal standards, HUD regulations, State, and local laws; and
- Provide safeguards for maintaining a procurement system of quality and integrity.

B. Application:

This Procurement Policy applies to all procurement actions of the Authority, regardless of the source of funds, except as noted under exclusions, below. However, nothing in this Policy shall prevent the Authority from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. When both HUD and non-Federal grant funds are used for a project, the work to be accomplished with the funds should be separately identified prior to procurement so that appropriate requirements can be applied, if necessary. If it is not possible to separate the funds, HUD procurement regulations shall be applied to the total project. If funds and work can be separated and work can be completed by a new contract, then regulations applicable to the source of funding may be followed.

C. Definition:

The term procurement, as used in this Policy, includes the procuring, purchasing, leasing, or renting of:

- Goods, supplies, equipment, and materials;
- Construction and maintenance;
- consultant services;
- Architectural and Engineering (A/E) services;
- Social Services, and
- Other services

D. Exclusions:

This policy does not govern administrative fees earned under the Section 8 voucher program, the award of vouchers under the Section 8 program, the execution of landlord Housing Assistance Payments contracts under that program, or non-program income, e.g., fee-for-service revenue under 24 CFR Part 990. These excluded areas are subject to applicable State and local requirements.

E. Changes in Laws and Regulations:

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these policies, automatically supersede these policies.

F. Public Access to Procurement Information:

Certain procurement information is normally considered public and shall be a matter of public record to the extent provided by the California Freedom of Information Act and shall be available to the public as provided in that statute. Other information related to procurement is that is considered proprietary and protected from disclosure to the public.

ETHICS IN PUBLIC CONTRACTING

A. Responsibilities:

The Authority hereby establishes this code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations (**Authority Personnel Policy**).

B. Conflicts of Interest 24 CFR 85.36 (b)(3) and Section 19 of the ACC:

No employee, officer, Board of Commissioner (BOC) member, or agent of the Authority shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- An employee, officer, BOC member, or agent involved in making the award;
- His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister); and His/her partner; or an organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

C. Gratuities, Kickbacks, and Use of Confidential Information:

No officer, employee, BOC member, or agent shall ask for or accept gratuities, favors, or items of more than \$25 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

D. Prohibition Against Contingent Fees:

Contractors wanting to do business with the Authority must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

E. Procurement Authority and Administration:

All procurement transactions shall be administered by the Contracting Officer, who shall be the Executive Director or other individual he or she has authorized in writing. The Executive Director shall issue operational procedures to implement this statement, which shall be based on HUD Handbook 7460.8. The Executive Director shall also establish a system of sanctions for violations of the ethical standards described in the section below, consistent with State law.

The Executive Director or his/her designee shall ensure that:

- Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing;
- Contracts and modifications are in writing, clearly specifying the desired supplies, services or construction, and are supported by sufficient documentation regarding the history of the procurement chosen, the selection of the contract type, the rationale for selection or rejecting offers, and the basis for the contract price;
- For procurements other than small purchases, a minimum of 15 days is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public;
- Solicitation procedures are conducted in full compliance with Federal standards stated in 24 CFR 85.36, or State and local laws that are more stringent, provided they are consistent with 24 CFR 85.36;
- An independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;
- Contract award is made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the greatest value to the Authority, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified ten days after contract award;
- There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment is made promptly for contract work performed and accepted; and The Authority complies with applicable HUD review requirements, as provided in the operational procedures supplementing this Statement.

This statement and any later changes shall be submitted to the Board of Commissioners (BOC) for approval. The BOC appoints and delegates procurement authority to the Executive Director and is responsible for ensuring that any procurement policies adopted are appropriate for the Authority.

Commented [EC4]: I don't find a Section IX below, should I edit to state, Section below?

PROCUREMENT PLANNING

Planning is essential to managing the procurement function properly. Hence, the Authority will periodically review current records of prior purchases, as well as evaluate future needs, to:

- Find patterns of procurement actions that could be performed more efficiently or economically;
- Maximize competition and competitive pricing among contracts and decrease the Authority's procurement costs;
- Reduce Authority administrative costs;
- Ensure that supplies and services are obtained without any need for re-procurement, e.g., resolving bid protests; and
- Minimize errors that occur when there is inadequate lead time. Consideration should be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

PROCUREMENT METHODS

If it has been decided that the Authority will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.

A. Petty Cash Purchases:

Purchases under \$50.00 which can be satisfied by local sources may be processed through the use of the "Petty Cash" account. The contracting officer shall ensure that:

- The account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one month);
- Security is maintained and only authorized individuals have access to the account;
- The account is periodically reconciled and replenished by submission of a voucher to the Authority Finance Officer; and
- The account is periodically audited by the Finance Officer or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.

B. Small Purchase Procedures:

Any contract not exceeding \$250,000 may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute small purchase under this section.

1. Micro Purchases of \$10,000 or less

For any amounts above the Petty Cash ceiling, but not exceeding \$10,000, only one quotation is required provided the quote received is considered reasonable. To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order.

2. Small Purchases from \$10,001-\$250,000

For purchases in excess of \$10,001 but not exceeding \$250,000, no less than three (3) offerors shall be solicited to submit price quotations which may be obtained orally by phone, or in writing, as allowed by the State or local laws. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted and the date and amount of each quotation or bid shall be recorded and maintained as public record.

3. Purchase Orders

Purchase orders are normally issued for purchases up to \$25,000. The issuance of a purchase order by the Authority and its acceptance by the vendor constitutes contract. It is crucial; therefore, that the purchase order clearly specify the purchased item(s), service(s), and the terms and conditions of the purchase. The purchase order should be furnished to the vendor to initiate delivery of any item(s) or service(s). The purchase order, when signed by the Authority and sent to the vendor, constitutes an order for performing a service(s) or delivering an item(s) in the quantity specified on the purchase order at the established price.

- a. A blanket purchase order may be utilized for a purchase arrangement in which the Authority contracts with a vendor to provide the Authority's requirement for an item(s) or service(s). Such arrangement shall have a set limit on the period of time the blanket purchase order and the maximum amount of money which may be spent at one time or within a period of time.

4. Commission Approval

All checks, contracts, or other items, which spend or obligate the Authority to disburse an amount in excess of \$150,000 shall be pre-approved by the Commission; except in an emergency situation.

The Executive Director may authorize emergency expenditures not to exceed 60% of the simplified acquisition threshold described in 2 C.F.R 200.88 and 200.320(b) as may be set by HUD from time-to-time.

The Executive Director, with approval from the Chairperson, may authorize emergency expenditures not to exceed 100% of the simplified acquisition threshold described in C.F.R 200.88 and 200.320(b) as may be set by HUD from time-to-time provided that the Commission is advised of the Chairperson's emergency authorization at the next regular meeting of the Commission.

C. Sealed Bids:

For all Authority contracting requirements above the small purchase threshold, competitive procurements are conducted by inviting *sealed bids* or by requesting *competitive proposals*.

Sealed bidding is the preferred method for procuring construction, supply, and non-complex service contracts that are expected to exceed the small purchase threshold.

1. Conditions for Using Sealed Bids (24 CFR 85.36(d)(2)(i):

Contracts shall be awarded based on competitive sealed bidding if the following conditions are present:

- ❖ a complete, adequate, and realistic statement of work, specification, or purchase description is available;
- ❖ two or more responsible bidders are willing and able to compete effectively for the work;
- ❖ the procurement lends itself to a firm fixed price; and
- ❖ the selection of the successful bidder can be made principally on the lowest price.

Sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation. For professional services contracts, sealed bidding should not be used.

2. Form of Solicitation and Receipt of Bids (24 CFR 85.36.(d)(d):

An Invitation for Bids (IFB) shall be issued including specifications and all contractual terms and conditions applicable to the procurement; including a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the Invitation for Bids. The IFB must state the time and place for both receiving the receipt of bids and the public bid opening. All bids received shall be date and time-stamped but not opened and shall be stored in a secure place public bid opening. A bidder may withdraw the bid at any time prior to the bid opening.

3. Bid Opening and Award

Bids shall be opened publicly and in the presence of at least one witness. An abstract of the bids shall be recorded and made available for public inspection. Award shall be made as provided 9 in the invitation for bids by written notice to the successful bidder. If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless provided in State or local law and stated in the IFB, if only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price.

4. Mistakes in Bids

Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.

All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Contracting Officer. After bid opening, changes in bid prices, or other provisions of bids prejudicial to the interest of the Authority or fair competition shall not be permitted.

D. Competitive Proposals:

Unlike sealed bidding, the competitive proposal method permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award is normally made on the basis of the proposal that represents the best overall value to the Authority, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc., set forth in the solicitation and not solely the lowest price. Justification for the rationale for choosing the competitive proposals rather than sealed bidding procedures shall be documented in the procurement file.

1. *Conditions for Use*

Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and the Authority determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited.

Generally, the competitive method should be used whenever any of the following conditions exist:

- ❖ The requirement cannot be described specifically enough to permit the use of sealed bidding. In other words, the work is not definite enough to accurately estimate the total cost of the contract.
- ❖ The nature of the requirement is such that the Authority needs to evaluate more than just price to be sure that the prospective contractor understands the Authority's needs and can successfully complete the contract, especially when contracting for professional services (e.g., legal, architect, engineer, accounting, etc.), the Authority needs specific expertise and experience.
- ❖ The requested work lends itself to different approaches, e.g., proposals.

2. *Form of Solicitation*

The Request for Proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and subfactors, including the weight given to each technical factor and subfactor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the request for proposals.

3. *Negotiations*

Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements.

No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

4. Award

After evaluation of the proposal's revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are most advantageous to the Authority

5. Architect/Engineer/Services

Architect/Engineer services in excess of the small purchase limitation must be obtained by qualifications-based selection procedures, unless State law mandates the specific method. Sealed bidding, however, shall not be used to obtain architect/engineer services. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even though architect-engineer firms are potential sources.

E. Noncompetitive Proposals:

1. Conditions for Use

Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following applies:

- ❖ The item is available only from a single source, based on a good faith review of available sources;
- ❖ An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the Authority, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;
- ❖ HUD authorizes the use of noncompetitive proposals; or
- ❖ After solicitation of a number of sources, competition is determined inadequate.

2. Justification

Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The justification, shall be approved by the Contracting Officer.

3. Price Reasonableness

Commented [EC5]: Include what "following" information?

The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in "Cost and Price Analysis" section.

F. Cooperative Purchasing/Intergovernmental Agreements

The Authority may enter into State and/or local cooperative or intergovernmental agreements to purchase or use common supplies, equipment, or services. The decision to use an interagency agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The Authority is encouraged to use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

G. Independent Cost Estimate (ICE)

For all purchases above the Micro Purchase threshold, the Authority shall prepare an ICE prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

COST AND PRICE ANALYSIS

A cost or price analysis shall be performed for all procurement actions, including contract modifications to determine that the price is reasonable. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.

A. Petty Cash and Micro Purchases

No formal cost or price analysis is required. Rather, the execution of a contract by the Contracting Officer (through a purchase order or other means) shall serve as the Contracting Officers determination that the price obtained is reasonable, which may be based on prior experience or other factors.

B. Small Purchases

A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the Contracting Officer shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the Contracting Officers personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

C. Sealed Bids

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where the Authority cannot reasonably determine price reasonableness, the Authority must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable.

D. Competitive Proposals

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, the Authority must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, the Authority must conduct a cost analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.

E. Contract Modifications

A cost analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of \$25,000.

SOLICITATION AND ADVERTISING

A. Method of Solicitation

1. *Petty Cash and Micro Purchases:*

The Authority may contact only one source if the price is considered reasonable.

2. *Small Purchases*

Quotes may be solicited orally, by telephone, through fax, or by any other reasonable method.

3. *Sealed Bids and Competitive Proposals*

Solicitation must be done publicly. The Authority must use one or more following solicitation methods, provided that the method employed provides for meaningful competition.

- ❖ Advertising in newspapers or other print mediums of local or general circulations.
- ❖ Advertising in various trade journals or publications (for construction).
- ❖ E-Procurement. The Authority may conduct its public procurements through the Internet using e- procurement systems. However, all e-procurements must otherwise be in compliance with 24CFR 85.36, State and local requirements, and the Authority's procurement policy.

B. Time Frame

For purchases of more than \$250,000 the public notice should run not less than once each week for two consecutive weeks.

Commented [EC6]: Does this amount change to reflect the new prices?

C. Form

Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a contact who can provide a copy of, and information about, the solicitation, and a brief description of the needed items(s).

D. Time Period for Submission of Bids

A minimum of 15 days shall generally be provided for preparation and submission of sealed bids and competitive proposals. However, the Executive Director may allow for a shorter period depending upon circumstances.

E. Cancellation of Solicitations

1. *Invitation for Bid (IFB), Request for Proposal (RFP)*

An IFB, RFP, or other solicitation may be cancelled before bids/offers are due if:

- ❖ The Authority no longer requires the supplies, services, or construction;
- ❖ The Authority can no longer reasonably expect to fund the procurement;
- ❖ The proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
- ❖ If problems are found with the specifications, Authority should cancel the solicitation, revise the specifications, and resolicit.
- ❖ Other similar reasons.

2. *Solicitation*

A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:

- ❖ The supplies or services (including construction) are no longer required;
- ❖ Ambiguous or otherwise inadequate specifications were part of the solicitation;
- ❖ The solicitation did not provide for consideration of all factors of significance to the Authority;
- ❖ Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
- ❖ There is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith;
- ❖ For good cause of similar nature when it is in the best interest of the Authority.

3. *Reasons*

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

4. *Notice*

A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

5. *Unreasonableness*

If all otherwise acceptable bids received in response to an IFB are at unreasonable prices, or only one bid is received and the price is unreasonable, the Authority shall cancel the solicitation and either:

- ❖ Re-solicit using a request for proposals; or
- ❖ Complete the procurement by using the competitive proposal method following the related information above (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method and following

the above related information (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the Authority's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of the Authority's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.

6. Specification(s) Problems

F. Credit (or Purchasing) Cards

Credit card usage should follow the rules for all other small purchases. For example, the Contracting Officer may use a credit card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a credit card. When using credit cards, the Executive Director or his/her appointed designee shall monitor all expenditures to insure compliance with policy. The Authority should have reasonable safeguards to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards).

BONDING REQUIREMENTS

The standards under this section apply to construction contracts that exceed \$250,000. There are no bonding requirements for small purchases or for competitive proposals. The Authority may require bonds in these latter circumstances when deemed appropriate; however, non-construction contracts should generally not require bid bonds.

A. Bid Bonds/Guarantee

For construction contracts exceeding \$250,000, offerors shall be required to submit a bid bond or guarantee from each bidder equivalent to 5% of the bid price.

B. Payment and Performance Bonds

For construction contracts exceeding \$250,000, the successful bidder shall furnish an assurance of completion. This assurance may be any one of the following four:

- A performance and payment bond for 100% of the contract price; or
- Separate performance and payment bonds, each for 50 % or more of the contract price; or
- A 20 % cash escrow; or
- A 25 % irrevocable letter of credit.

These bonds must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

CONTRACTOR QUALIFICATIONS AND DUTIES

A. Contractor Responsibility

Procurements shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have satisfactory record of integrity. Before awarding a contract, the Authority shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Authority's), and financial and technical resources. If a prospective contractor is found to be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidders/offerors existing commercial and governmental business commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed Limited Denial of Participation (LDP). If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

B. Suspension and Debarment

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect the Authority their business dealings.

C. Vendor List

All interested businesses shall be given the opportunity to be included on qualified bidder's lists. Any pre-qualified lists of persons, firms, or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

CONTRACT PRICING ARRANGEMENTS

A. Contract Types

Any type of contract which is appropriate to the procurement and which will promote the best interests of the Authority may be used, provided the cost-plus-a-percentage-of-cost and percentage-of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Authority's needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles.

A time and materials contract may be used if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

B. Options

Options for additional quantities or performance periods may be included in contracts, provided that:

- The option is contained in the solicitation;
- The option is a unilateral right of the Authority;
- The contract states a limit on the additional quantities and the overall term of the contract;
- The options are evaluated as part of the initial competition;
- The contract states the period within which the options may be exercised;
- The options may be exercised only at the price specified in or reasonably determinable from the contract; and
- The options may be exercised only if determined to be more advantageous to the Authority than conducting a new procurement.

C. Build America Buy America Act

The Build America, Buy America (BABA) Act was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58), also known as the Bipartisan Infrastructure Law. BABA requires any infrastructure project funded by any Federal Financial Assistance (FFA) to apply a domestic content procurement preference. This means that all iron, steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States. This is called the "Buy American Preference" (BAP).

There are currently 4 active general waivers for the BAP that HUD has approved. These are for Small Grants, De Minimis, Exigent Circumstances, and Tribal Consultation. The Small Grants waiver is for projects that cost up to \$250,000 total. The De Minimis waiver is for a cumulative total of no more than 5 percent of the total cost of the iron, steel, manufactured products, and construction materials, up to a maximum of \$1 million. The Exigent Circumstances waiver is for when there is an urgent need by a grantee to immediately complete an infrastructure project because of a "exigent circumstances," or a threat to life, safety, or property of residents and the community. The Tribal Consultation waiver only applies to Tribal recipients to allow time for HUD to consult with Tribally Designated Housing Entities, and other Tribal Entities on how to apply the BAP.

CONTRACT CLAUSES

All contracts should identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the Authority. Additionally, the HUD forms:

- 5369, Instructions to Bidders for Contracts Public and Indian Housing Programs
- 5369-A, Representations, Certifications and Other Statements of Bidders Public and Indian Housing Programs
- 5369-B, Instructions to Offerors, Non-Construction
- 5370, General Conditions for Construction Contracts-Public Housing Programs
- 5370-C, General Conditions for Non-Construction Contracts, Section I- (with or without Maintenance Work)
- 5370-C, General Conditions for Non-Construction Contracts, Section II- (with Maintenance Work)
- 5370-EZ, General Contract Conditions for Small Construction/Development Contracts &
- 51915- A, Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

which contain all HUD-required clauses and certifications for contracts of more than \$250,000, as well as any forms/clauses as required by HUD for small purchases, shall be used in all corresponding solicitations and contracts issued by the Authority.

CONTRACT ADMINISTRATION

The Authority shall maintain a system of contract administration designed to ensure that contractors perform in accordance with their contracts. These systems shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters. For cost-reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in HUD Handbook 2210.18.

SPECIFICATIONS

A. General

All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying Authority's needs. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

B. Limitation

The following specification limitations shall be avoided:

Commented [EC7]: Should this be deleted? Or should it be integrated into future contracts?

Commented [MB8R7]:

1. Geographic Restrictions

Geographic restrictions not mandated or encouraged by applicable Federal law (except for A/E contracts, which may include geographic location as a selection factor if adequate competition is available);

2. Brand Name Specifications

- ❖ Brand name specifications: unless a written determination is made that only the identified item will satisfy the Authority's needs.
- ❖ Brand name or equal specifications: unless they list minimum essential characteristics and standards to which the item must conform to satisfy its intended use.

3. Unnecessary Bonding or Experience Requirements

- ❖ Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (example: having a consultant perform a study of the Authority's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

Commented [EC9]: Is #3 supposed to have the below paragraph under it? as an explanation? Or is it just a stand-alone title?

APPEALS AND REMEDIES

A. General

It is the Authority's policy to resolve all contractual issues informally at the Authority level and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority may consider the use of informal discussion between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.

B. Informal Appeals Procedure

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

C. Formal Appeals Procedure

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee, for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the BOC within five (5) calendar days of decision letter.

ASSISTANCE TO SMALL AND OTHER BUSINESSES

A. Required Efforts

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, and other labor surplus area businesses and individuals or firms located in or owned in substantial part by persons residing in the area of the Authority project are used when possible. Such efforts shall include, but shall not be limited to:

- Including such firms, when qualified, on solicitation mailing lists;
- Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135.36 (2)(i) (Preference for Section 3 business concerns...); and
- Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Goals may be established by the Authority periodically for participation by small business, minority-owned business, women's business enterprises, labor surplus area businesses, and business concerns which are located in or owned in substantial part by person residing in the area of the project in the Authority's prime contracts and subcontracting opportunities.

B. Definitions

1. *A small business*

A small business is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 shall be used, unless the Authority determines that their use is inappropriate.

2. *A minority-owned business*

A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

3. A women’s business enterprise

A women’s business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

4. A Section 3 business

A Section 3 business concern is as defined under 24 CFR Part 135.

5. A labor surplus area business

A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the Department of Labor (DOL) in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

BOARD APPROVAL OF PROCUREMENT ACTIONS

Other than approval of this Procurement Policy by the Board of Commissioners (BOC), approval is not required for any procurement action. Rather, it is the responsibility of the Executive Director to make sure that all procurement actions are conducted in accordance with the policies contained herein.

DELEGATION OF CONTRACTING Authority

While the Executive Director is responsible for ensuring that the Authority’s procurements comply with this Policy, the Executive Director may delegate all procurement authority as is necessary and appropriate to conduct the business of the Agency. Further, and in accordance with this delegation of authority, the Executive Director shall, where necessary, establish operational procedures (such as a procurement manual or standard operating procedures) to implement this Policy. The Executive Director shall also establish a system of sanctions (generally covered in the Authority Personnel Policy) for violations of the ethical standards described above, consistent with Federal, State, or local law.

DOCUMENTATION

The Authority must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

- Rationale for the method of procurement (if not self-evident);
- Rationale of contract pricing arrangement (also if not self-evident);
- Reason for accepting or rejecting the bids or offers;
- Basis for the contract price (as prescribed in this handbook);
- A copy of the contract documents awarded or issued and signed by the Contracting Officer;
- Basis for contract modifications; and
- Related contract administration actions.

The level of documentation should be commensurate with the value of the procurement. Records are to be retained for a period of three years after final payment and all matters pertaining to the contact are closed.

FUNDING AVAILABILITY

Before initiating any contract, the Authority shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

SELF-CERTIFICATION

The Authority self-certifies that this Procurement Policy, and the Authority's procurement system, complies with all applicable Federal regulations and, as such, the Authority is exempt from prior HUD review and approval of individual procurement action.

DISPOSITION OF SURPLUS PROPERTY

- Reusable and surplus building materials or appliances that are no longer needed in units must be offered as a donation to non-profit donation centers such as Habitat for Humanity.
- Goods that can be written off, sold or traded, must, prior to disposition have BOC approval for disposition.
- Goods, which have become surplus, obsolete or unusable and have current values, shall not be sold or exchanged for less than their fair market value. Personal property in the excess of the estimated fair value of \$1,000 shall be sold at public sale. The award shall be made to the highest bidder.
- Goods that have no real or scrap value shall be written off and/or disposed of.
- Goods, which have a value of \$250 or more, shall be advertised and sold or auctioned.
- The Authority shall maintain complete records relating to the disposition of all excess property.

STAFF REPORT

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

FROM: Melina Frederick, Director of Procurement

DATE: March 20, 2024

SUBJECT: PG&E Electric Vehicle Charging Initiative

In June of 2023, PG&E partnered with Ecology Action, an environmental protection non-profit based in Santa Cruz, to launch the Multifamily Housing and Small Business Electric Vehicle (EV) Charger Program. The purpose of this program is to greatly expand access to EV chargers for lower-income communities by installing them at multifamily housing, non-profit organizations, and small businesses at no cost to the property owner.

The Authority is looking into how the Authority could participate with the PG&E EV Charging Initiative. The program provides installation of either Level 1 or Level 2 chargers at properties that are eligible, pays for two years of networking and software fees, and provides site-specific Operations and Maintenance plan. The program also includes an education campaign for site residents and employees to increase awareness about the charger installation and other EV benefits and incentives. The EV chargers would be made available to the residents of Public Housing and to the surrounding residents of the local community. The Housing Authority of the County of Merced (Authority) will be able to set the cost for charging.

A member of Ecology Action reached out to the Authority recently to assess eligibility and assist in the application process. All of the Authority's properties are eligible since the program does prioritize low-income demographics. Not every property that the Authority owns is a good installation candidate though, for example some have proper parking lots while others only have individual parking that sits right up against the units. To encourage the community to use them more, it is recommended to install the EV chargers in an actual parking lot. To start, the Authority recommended 13 properties for this program.

Once the applications are accepted, the timeline for the entire project will be about 2-4 months. The Authority will update the Board once the next steps of the project are underway.

The funds generated would be put to in a reserve for future upgrades to charging station software. Excess funds shall be deposited into an unrestricted account to be reinvested into Authority programs.

STAFF REPORT

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

FROM: Maria Alvarado, Director of Housing & Community Development/
HR Manager/Clerk of the Board

DATE: March 20, 2024

SUBJECT: Housing Authority of the County of Merced Departmental Update

Clerk of the Board

The Authority met with a candidate to discuss joining the Board and although the candidate was extremely interested they are unable to join at this time due to personal reasons. The Authority subsequently met with another candidate this month and they have expressed interest. The candidate has served several years in the Resident Advisory Board. Their application will be submitted to the Board of Supervisors once completed.

Commissioner Walsh and Commissioner Osorio will be reappointed to the Board. Their oat/swearing in is pending.

Human Resources

The Authority currently has seven (7) vacant positions. Those positions are: Compliance Analyst (1), Eligibility Specialist (2), Maintenance Manager (1), Maintenance Worker (1), Director of Housing Programs (1), and Migrant Center Aide (1).

As of the last report in January, the Authority staffed two (2) vacant Administrative Clerk positions, tentatively staffed one (1) Eligibility Specialist position, and received separation notice from a Migrant Center Aide (1).

The Authority publishes the recruitment announcement in the following ways: Merced Sun-Star, Authority website, mailings to community partners such as WorkNet, Merced College, Human Services Agency, etc.

Development

As previously reported, the Authority issued a Request For Proposals (RFP) for one hundred and fifty (150) Project-Based Vouchers (PBVs). The RFP was published on October 23, 2023, and closed on November 30, 2023 at 4:00 p.m.

The Authority received a total of eight (8) proposals of which seven (7) were accepted and moved onto the review process by an external/independent panel. One (1) proposal was rejected as it was submitted after the deadline.

After the panel reviewed and submitted their evaluation of the proposals, a total of two hundred and fifty-three (253) vouchers were awarded. This award adds seven (7) new Project-Based properties to the portfolio. A public notice was been posted and the bidders have been notified.

The small home projects in the City of Los Banos (City) continue to move along, however, it hit a small delay as the City requested individual plans for each of the units. After some discussion, the City allowed the Authority to submit a master plan versus individual plans. At this time building permits are still pending approval.

Farm Labor Year-Round & Migrant Seasonal Housing

Felix Torres Year Round Housing consists of fifty (50) year-round units.

- 100% Occupancy Rate
- 50 Leased Units
- 0 Vacant Units

Migrant (Seasonal) Housing:

Atwater Migrant

Seasonal Housing consists of fifty-nine (59) family units & two (2) staff units.

- Atwater Migrant Center will open on April 16, 2024, and it is projected that it will be fully leased on opening day.

Los Banos Migrant

Seasonal Housing consists of forty-eight (48) units & one (1) staff unit.

- Los Banos Center will open on May 14, 2024, and it is projected that it will be fully leased on opening day.

Merced Migrant

Seasonal Housing consists of forty-nine (49) units & two (2) staff units.

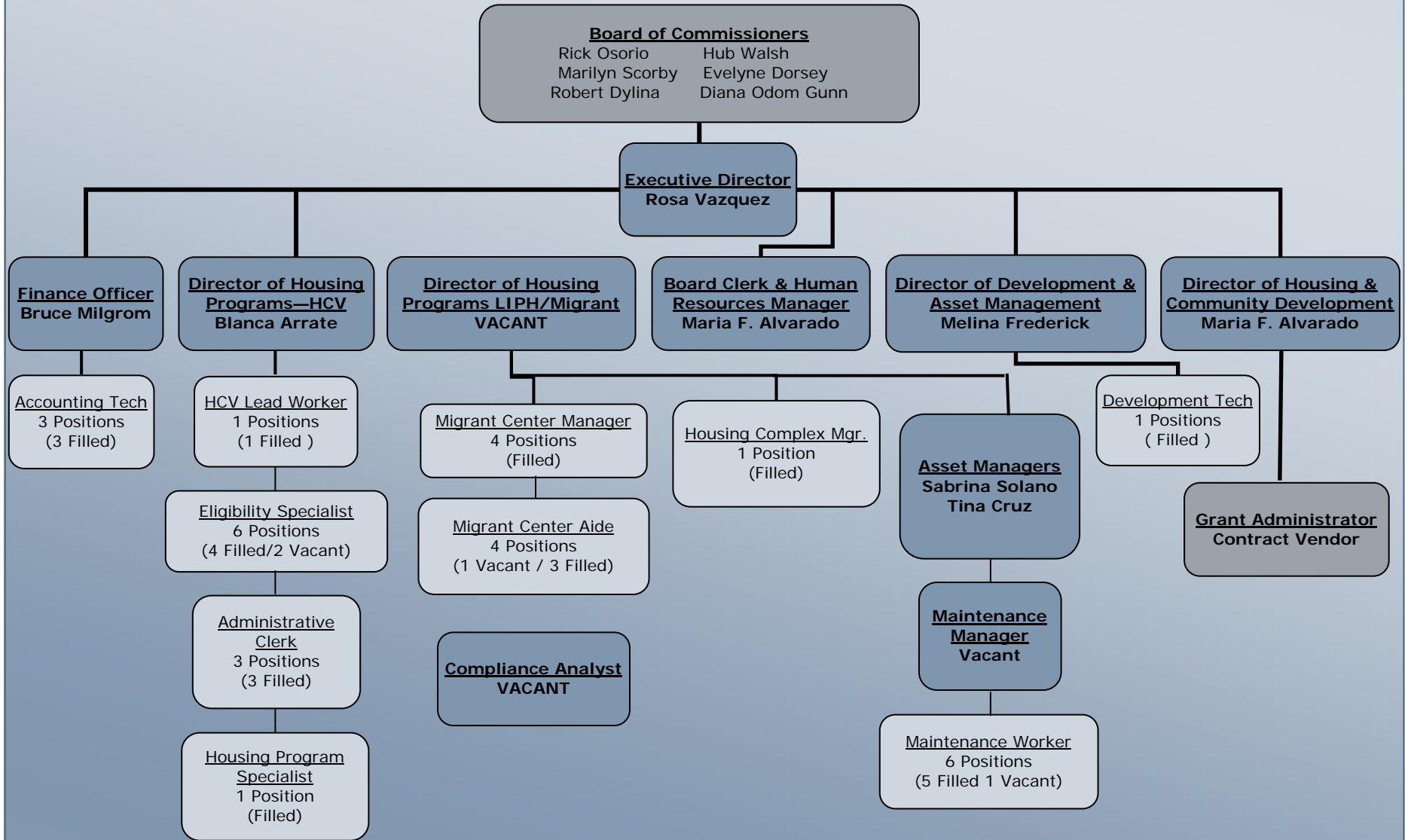
- Merced Migrant Center will open on May 21, 2024, and it is projected that it will be fully leased on opening day.

Planada Migrant

Seasonal Housing consists of seventy-one (71) units & two (2) staff units.

- Planada Center will open on May 28, 2024

Housing Authority of the County of Merced



STAFF REPORT

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

FROM: Rosa Vazquez, Executive Director

DATE: March 20, 2024

SUBJECT: Rental Zebra Update

A few weeks ago, Board members forwarded an email from Rental Zebra, a property management company, regarding two tenant issues they were experiencing. These issues revolve around the timeliness of the Authority's processes. In order to comply with Personal Identifiable Information (PII) protocols Tenant #1 and Tenant #2 will be used to differentiate each case.

The Authority received a Request For Tenancy Approval (RFTA) for Tenant #1 on November 6, 2023. The RFTA was processed and forwarded for inspection the very next day, November 7, 2023. Tenant #1's unit passed inspection on November 13, 2023. The Housing Assistance Payment (HAP) contract was drafted and emailed to Rental Zebra on December 6, 2023, with a due/return date of December 16, 2023. The HAP contract was not received by the due date and subsequently, the staff person assigned to processing the HAP contracts separated from employment with the Authority. Rental Zebra sent a follow-up email on January 19, 2024, and the Authority responded by resending the HAP paperwork that same day. The final paperwork was processed on January 23, 2024, with a retroactive effective date of November 13, 2023. The payment was issued to Rental Zebra on January 24, 2024. Delays in processing and payment were a result of both a missed submission deadline and holiday office closures.

The Authority received an RFTA for Tenant #2 on November 20, 2023. The RFTA was processed on November 28, 2023, as the Authority offices were closed for the Thanksgiving holiday. Tenant #2's unit passed inspection on December 14, 2023. The HAP contract for this unit could not be processed as Tenant #2 was still residing in the previous unit and did not vacate until December 25, 2023. The Authority cannot provide double subsidy for units that Tenant #2 was under contract for, therefore, the final HAP contract was processed on January 19, 2024, with a retroactive effective date of December 26, 2023. Rental Zebra returned the paperwork that same day and payment was issued on January 24, 2024. Issues in processing this payment are a result of Tenant #2 moving into Rental Zebra's unit while still occupying the previous unit.

STAFF REPORT

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

FROM: David G. Ritchie, General Counsel

DATE: March 20, 2024

SUBJECT: Consideration to adopt **Resolution No. 2024-02**, approving Employment Agreement with the Executive Director and setting the Executive Director Salary and Benefits.

For your consideration, is Resolution No 2024-02, Approving an employment agreement for the Executive Director (a successor agreement). 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.

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

In 2020, the Board set compensation based on the closest comparable agency returning data to HR (Yolo County Housing), a central valley agency with similar breadth of programs and similar number of staff and properties, and similar geographic considerations. This proposed adjustment takes into account average salaries of several comparable agencies. In doing so, the experience level of different Directors and specific circumstances of those agencies (for example if they employ an interim) are averaged across the comparable agencies to better reflect the mean salary for the position.

The recommended adjustments to the agreement are as follows:

Dates of Agreement: Initial 3-year term

Salary Adjustment: Increase from \$156,083.81 annually to \$176,083.34 annually based on comparable agency (Housing Authority) salary calculations. 5% Increases in successive years of the agreement are provided for in the initial term and to be determined at the time of the two extensions, respectively.

Vacation accrual language added to reflect the accrual rate (not a change, just reflects what is currently in place).

Contribution to Medical / Dental / Vision language added to reflect the current amount (not a change, just reflects what is currently in place).

Management Leave: Executive Director proposed an increase from 80 to 112 hours annually (for discussion, but is a recommended addition).

Holidays: Adjusted to the current number of Holidays consistent with all other staff (adding Juneteenth).

Vehicle Allowance: Increased from \$475 to \$600 / month to reflect increased costs over those that existed in 2017 (amount of increase is aligned with the Bureau of Transportation estimates that ownership and operation of a vehicle have increased by 20% since 2017 including estimated increases through the life of the Agreement).

Severance Payment: Severance payment is adjusted from 3 months to 6 months to be more consistent with other public entity Executive Director / City Manager and County Admin Officer Agreements (Statutorily these are limited to 18 months, this one is set to 1/3 of that statutory amount). Also added language recognizing Government Code section 53243 through 53243.4 outlining situations where severance is disallowed.

Indemnification section added: This is a standard section outlining when the Authority is required to defend the Executive Director (for actions within the scope of employment) and is non-controversial as there is an existing legal obligation to provide this for any employee.

Waiver section added: This is a standard provision where if a party waives their rights under any section, this does not constitute an enduring waiver of any future breaches of the agreement.

RECOMMENDATION

It is recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2024-02**, approving the new successor Executive Director Employment Agreement.

ALTERNATIVES

The Board could choose not to authorize the Executive Director's Agreement at this time.

ATTACHMENTS:

Executive Director Employment Agreement
Resolution No. 2024-02

RESOLUTION # 2024-02

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 Commissioners is authorized to employ and approve terms and conditions of employment of an Executive Director pursuant to California Government Code and Article 1, Section 6 of the Housing Authority Bylaws; and

WHEREAS, the Board of Commissioners desires to enter into a successor agreement with its current Executive Director, as the prior Agreement has ended; and

WHEREAS, the Board of Commissioners has considered staff recommendations and information presented to it at a Regular Meeting of the Board of Commissioners pertaining to the terms and conditions for the continued employment of 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 (“Agreement”) with Rosa C. Vazquez, a true and correct copy of which is attached hereto and incorporated herein as Exhibit “A”.
3. The Board of Commissioners hereby sets the Executive Director Annual Base compensation as outlined in the Agreement and directs that the appropriate budget amendments be made accordingly. The salary shall be set at: \$176,083.81 annually beginning upon ratification of this Resolution, \$184,887.51 annually beginning February 1, 2025; and \$194,131.88 annually beginning February 1, 2026.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of Merced this 20th day of March, 2024 by the following vote to wit:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: March 20, 2024

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

This Employment Agreement (”Agreement”) is entered into and effective on the date ratified by the Board of Commissioners, (the “Execution Date” in Article 8, below) by and between the Housing Authority of the County of Merced (hereinafter referred to as the "Authority") and Rosa Vazquez, the Executive Director (hereinafter referred to as the "Executive Director") collectively, the “Parties”.

RECITALS.

WHEREAS, the Parties previously entered into previous employment Agreements in 2017 and in 2020 as amended from time-to-time; 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, through the date of this new successor Agreement 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 ratification. The term of employment shall be for a period ending at 12:00 midnight on January 31, 2027 (the “initial term”). This agreement may be extended for one first extension of an additional one (1) year at the end of the initial term (ending at 12:00 midnight on January 31, 2028), and one second extension of an additional one (1) year (ending at 12:00 midnight on January 31, 2029) by mutual agreement of the PARTIES.

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

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

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.

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 \$ 176,083.34 per year, payable on a bi-weekly basis, calculated as an annual amount disbursed evenly over twenty-six (26) payroll periods.

The Executive Director shall be provided at one-time payment in the amount of \$2,692.24, less applicable taxes, upon ratification by the Board of Commissioners. This one-time payment shall be paid along with the next regularly scheduled payroll after March 20, 2024.

Effective February 1, 2025, the executive Director's salary shall increase to \$184,887.51 annually.

Effective February 1, 2026, the Executive Director's salary shall increase to \$194,131.88 annually.

The compensation of the Executive Director in any extension period(s) after the initial term of this Agreement shall be evaluated at the time of extension in consideration of changes in the cost of living, the Executive Director's performance evaluation and other factors deemed appropriate by the Board of Commissioners.

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

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

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 at the accrual rate of 7.7 hrs/PP, 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 \$1333.65 (current) 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 contribution may be adjusted annually to cover any premium increases.

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 one hundred twelve (112) 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, request approval from the Board Chairperson to receive cash 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.

The Board Chairperson shall not unreasonably deny a cash-out request made under and compliant with this section. The Executive Director may accrue a total of three (3) times the annual (vacation) leave amount in a single year as the maximum total vacation accrual. In the event that the Executive Director approval for cash-out of vacation leave in any year of this Agreement is not approved, the maximum accrual cap will be increased by 80 hours.

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

~~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.~~

~~GF. 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.~~

~~HG. 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.~~

~~HH. 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.~~

~~JI. Holidays. The Executive Director shall be provided with fifteen (15) paid holidays as follows: New Year's Day, Martin Luther King's Birthday, Lincoln's Day, Presidents' Day, Cesar Chavez's Birthday, Memorial Day, Juneteenth, 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.

~~KJ. 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~~

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

\$600.00 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.

LK. Changes to Benefit Levels: If the Authority increases employer contributions for benefits or offers new or different benefits, such as those described in this section, to other represented or non-represented employees during the term of this agreement, the increase to benefits shall be provided equally to the Executive Director unless the Parties enter into an amendment to this Agreement addressing those changes in a different manner.

Any modification made to the Executive Director's benefits shall be reduced to writing, signed by all Parties and attached as an amendment 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 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,

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

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. Subject to Government Code Section 53260(a), in the event the services of the Executive Director are terminated without cause upon the initiative and action of the Board of Commissioners, the Authority shall pay to the Executive Director at the time of such termination severance pay (in addition to payout of any eligible accrued vacation time) an amount equal to the lesser of (a) ~~six-three (36)~~ months of the monthly base salary, or (b) the monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement.

The provisions of California Government Code sections 53243 to 53243.4, as those sections now or hereafter exist, are hereby incorporated by reference into this Agreement. If the Executive Director is convicted of a crime involving an abuse of their office or position, whether before or after release from employment, the Executive Director shall fully reimburse the Authority for any severance pay, paid leave, salary disbursed pending an investigation related to the crime, or legal criminal defense funds relevant to the crime. .

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".

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

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 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 contained in a subsequent writing, signed and dated by the Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, agents and personal representatives.

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

D. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining sections/provisions shall nevertheless continue in full force without being impaired in any way.

E. Construction and Interpretation of Agreement / Venue. 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, the venue shall be the County of Merced, California.

F. Indemnification. The Authority shall indemnify and defend the Executive Director from any and all claims, demands, actions, losses, or charges arising out of, related to or as a consequence of the Executive Director's performance of duties and conduct that are within the scope of employment. Acts of the Executive Director that substantially deviate from the assigned duties for a personal purpose, criminal and other conduct such as assault, battery, sexual harassment, whistleblower retaliation, and other intentional torts that are unrelated to the Executive Director's job are deemed to be outside the ordinary course and scope of employment for purposes of this section.

The parties agree that this section shall survive termination of this Agreement and Executive Director's employment with the Authority. This section shall apply at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be, provided that the act or omission giving rise to the claim occurred during the time that the Executive Director was employed by the Authority.

G. Attorney's Fees. In any litigation or 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.

H. Waiver. No waiver of a breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party shall be construed to be a waiver of any later breach of the same or other covenant, agreements, provisions or conditions of this Agreement.

8. EXECUTION.

Date:

Date:

By:

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

Rosa C. Vasquez
Executive Director

Rick Osorio
Chairperson, Board of Commissioners

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

This Employment Agreement ("Agreement") is entered into and effective on the date ratified by the Board of Commissioners, (the "Execution Date" in Article 8, below) by and between the Housing Authority of the County of Merced (hereinafter referred to as the "Authority") and Rosa Vazquez, the Executive Director (hereinafter referred to as the "Executive Director") collectively, the "Parties".

RECITALS.

WHEREAS, the Parties previously entered into previous employment Agreements in 2017 and in 2020 as amended from time-to-time; 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, through the date of this new successor Agreement 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 ratification. The term of employment shall be for a period ending at 12:00 midnight on January 31, 2027 (the "initial term"). This agreement may be extended for one first extension of an additional one (1) year at the end of the initial term (ending at 12:00 midnight on January 31, 2028), and one second extension of an additional one (1) year (ending at 12:00 midnight on January 31, 2029) by mutual agreement of the PARTIES.

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

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

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.

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 \$ 176,083.34 per year, payable on a bi-weekly basis, calculated as an annual amount disbursed evenly over twenty-six (26) payroll periods.

The Executive Director shall be provided at one-time payment in the amount of \$2,692.24, less applicable taxes, upon ratification by the Board of Commissioners. This one-time payment shall be paid along with the next regularly scheduled payroll after March 20, 2024.

Effective February 1, 2025, the executive Director's salary shall increase to \$184,887.51 annually.

Effective February 1, 2026, the Executive Director's salary shall increase to \$194,131.88 annually.

The compensation of the Executive Director in any extension period(s) after the initial term of this Agreement shall be evaluated at the time of extension in consideration of changes in the cost of living, the Executive Director's performance evaluation and other factors deemed appropriate by the Board of Commissioners.

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

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

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 at the accrual rate of 7.7 hrs/PP, 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 \$1333.65 (current) 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 contribution may be adjusted annually to cover any premium increases.

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 one hundred twelve (112) 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, request approval from the Board Chairperson to receive cash 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.

The Board Chairperson shall not unreasonably deny a cash-out request made under and compliant with this section. The Executive Director may accrue a total of three (3) times the annual (vacation) leave amount in a single year as the maximum total vacation accrual. In the event that the Executive Director approval for cash-out of vacation leave in any year of this Agreement is not approved, the maximum accrual cap will be increased by 80 hours.

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

~~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.~~

~~GF. 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.~~

~~HG. 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.~~

~~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 fifteen (15) paid holidays as follows: New Year's Day, Martin Luther King's Birthday, Lincoln's Day, Presidents' Day, Cesar Chavez's Birthday, Memorial Day, Juneteenth, 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~~

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

\$600.00 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.

LK. Changes to Benefit Levels: If the Authority increases employer contributions for benefits or offers new or different benefits, such as those described in this section, to other represented or non-represented employees during the term of this agreement, the increase to benefits shall be provided equally to the Executive Director unless the Parties enter into an amendment to this Agreement addressing those changes in a different manner.

Any modification made to the Executive Director's benefits shall be reduced to writing, signed by all Parties and attached as an amendment 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 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,

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

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. Subject to Government Code Section 53260(a), in the event the services of the Executive Director are terminated without cause upon the initiative and action of the Board of Commissioners, the Authority shall pay to the Executive Director at the time of such termination severance pay (in addition to payout of any eligible accrued vacation time) an amount equal to the lesser of (a) six (6) months of the monthly base salary, or (b) the monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement.

The provisions of California Government Code sections 53243 to 53243.4, as those sections now or hereafter exist, are hereby incorporated by reference into this Agreement. If the Executive Director is convicted of a crime involving an abuse of their office or position, whether before or after release from employment, the Executive Director shall fully reimburse the Authority for any severance pay, paid leave, salary disbursed pending an investigation related to the crime, or legal criminal defense funds relevant to the crime. .

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

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

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 contained in a subsequent writing, signed and dated by the Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, agents and personal representatives.

D. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining sections/provisions shall nevertheless continue in full force without being impaired in any way.

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

EMPLOYMENT AGREEMENT

EXECUTIVE DIRECTOR

E. Construction and Interpretation of Agreement / Venue. 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, the venue shall be the County of Merced, California.

F. Indemnification. The Authority shall indemnify and defend the Executive Director from any and all claims, demands, actions, losses, or charges arising out of, related to or as a consequence of the Executive Director's performance of duties and conduct that are within the scope of employment. Acts of the Executive Director that substantially deviate from the assigned duties for a personal purpose, criminal and other conduct such as assault, battery, sexual harassment, whistleblower retaliation, and other intentional torts that are unrelated to the Executive Director's job are deemed to be outside the ordinary course and scope of employment for purposes of this section.

The parties agree that this section shall survive termination of this Agreement and Executive Director's employment with the Authority. This section shall apply at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be, provided that the act or omission giving rise to the claim occurred during the time that the Executive Director was employed by the Authority.

G. Attorney's Fees. In any litigation or 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.

H. Waiver. No waiver of a breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party shall be construed to be a waiver of any later breach of the same or other covenant, agreements, provisions or conditions of this Agreement.

8. EXECUTION.

Date:

Date:

By:

Rosa C. Vasquez
Executive Director

Rick Osorio
Chairperson, Board of Commissioners

STAFF REPORT

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

FROM: David G. Ritchie, General Counsel

DATE: March 20, 2024

SUBJECT: CONSIDERATION OF A RESOLUTION ADOPTING REVISIONS TO THE BYLAWS OF THE HOUSING AUTHORITY OF THE COUNTY OF MERCED.

The Housing Authority has, previously, adopted By-Laws governing the functioning of the Board. On October 17, 2023 at the Regular Meeting of the Board of Commissioners, the Chair appointed Commissioners, Dylina and Scorby to serve on an Ad-Hoc Committee alongside himself to review the current By-Laws and to make recommendations to the Board for amendments.

The Committee convened on several occasions, most recently on March 7, 2024 to discuss and consider amendments to the By-Laws and has determined to recommend the Full Board consider adopting the following changes:

- A revision to Article 1, Section 5 to reference the portions of the Code of Federal Regulations, Title 24, governing the selection and qualifications of *tenant* members of the Board.
- A revision to Article 1, Section 5 making a recommendation for removal of a Board Member permissive by majority vote when that Commissioner is absent without a compelling reason for the requisite number of meetings.
- A revision to Article 2, Section 4 clarifying that the Board approves an institution or institutions to provide banking services by adoption of a Resolution of the Board.
- A revision to Article 2, Section 4 moving the clause about appointing the Secretary of the Commission into the correct section from elsewhere in the By-Laws (reorganization).
- A revision to Article 2, Section 5 updating the signature authority of the executive director, and executive director with concurrence of the Board Chair in cases of emergency and aligning these with 2 Code of Federal Regulations 200.88 and 200.320(b).
- A revision to Article 3, Section 2 setting the regular meeting date to the third Wednesday of each month.
- A revision to Article 3, Section 5 streamlining the order of business for regular meetings of the Commission.

- A revision to Article 3, Section 7 setting adjusted compensation for attending Board meetings (changed by Counsel to be consistent with HSC 34274).

The Committee recommends a full board discussion on the regular time of the meetings, and whether the noon meeting time should continue, whether a different time should be selected, whether meeting times should be adjusted in summertime months as opposed to wintertime months, and whether these should be set out in the By-Laws or in an annual resolution of the Board at the beginning of each year.

RECOMMENDATION

Other than those items the Committee has brought forward for full Board discussion (time of meetings), the above are recommended by the Committee for full Board approval.

ALTERNATIVES

The Board could decline to approve, the By-Laws would remain the same as they are currently and the Board could then provide further direction if it wishes.

ATTACHMENTS:

Draft Revised By-Laws
Resolution No.

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF MERCED, CALIFORNIA, ADOPTING AMENDMENTS TO THE BY-LAWS OF THE HOUSING AUTHORITY OF THE COUNTY OF MERCED.

WHEREAS, the Housing Authority of the County of Merced (“Authority”) has previously adopted by-laws, amended in 2017 and in 2020; and

WHEREAS, the Housing Authority has appointed an ad-hoc committee composed of three Board members who have conferred and recommended amendments to said By-Laws); and

WHEREAS, the ad-hoc committee has requested staff of the authority to study the proposed amendments to ensure they are consistent with Health and Safety Code 34200 et. seq. (the Housing Authorities Law) and any applicable sections of the Code of Federal Regulations pertaining to the Housing Authority, and staff has completed that process; and

WHEREAS, at least three days advance notice of these amendments to the By-Laws has been given to all current members of the Commission as required in Article IV, Section 1 of the By-Laws currently in effect;

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. All prior resolutions adopting prior by-laws, and any amendments thereto, pertaining to the Housing Authority of the County of Merced, are hereby repealed.
3. The Board of Commissioners hereby adopts the “By-Laws of the Housing Authority of the County of Merced”, attached hereto as Exhibit “A” as the By-Laws for the Housing Authority.
4. This Resolution shall take effect immediately upon adoption of the Board of Commissioners.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of Merced this 20th day of March, 2024 by the following vote to wit:

MOTION:

SECOND:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Rick Osorio, Chairperson

**BYLAWS OF
THE HOUSING AUTHORITY OF THE COUNTY OF MERCED**

AS AMENDED January 14, 2020

ARTICLE I - THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be "The Housing Authority of the County of Merced."

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. Office of Authority. The offices of the Authority shall be at such locations in the County of Merced, State of California, as the Authority may, from time to time, designate by resolution. The Authority may hold its meetings at such places, as designated by public notice.

Section 4. Governing Laws. The Authority was created pursuant to the provisions of California Health and Safety Code Section 34200 *et. seq.* (Housing Authority Law) and shall operate its business in compliance with the applicable laws and regulations of the United States, the U.S. Department of Housing and Urban Development, the Housing Authority Law, and these Bylaws.

Section 5. Board of Commissioners. The Board of Commissioners (hereafter known as the "Commission") shall consist of seven members appointed by the County Board of Supervisors (hereafter known as the "Appointing Board"). The Authority prefers to have one Commissioner appointed from each of the five (5) supervisorial districts to ensure maximum representation from all areas of the County served by the Authority. Two of the seven members shall be tenants/clients of the Authority chosen in a manner consistent with the requirements contained in 24 CFR 964 and/or other regulations of the U.S. Department of Housing and Urban Development. Preferably one tenant commissioner shall be a public housing tenant and one tenant commissioner shall be an HCV/Section 8 tenant. One of the tenant commissioners shall be over sixty-two (62) years of age, if the Authority has tenants of such age.

All Commissioner vacancies shall be announced by the Commission and notice of vacancy shall be forwarded to the Appointing Board by the Board Secretary within ten (10) days of receipt of notice or resignation. Tenant Commissioner vacancies shall be publicized to agency clients/tenants. The Housing Authority shall receive all Tenant Commissioner applications and shall confirm that all Tenant Commissioner applicants meet the requirements in 24 CFR 964 and are in good standing. Prospective Commissioner applicants must comply with all of the provisions and conditions of the Appointing Board's AT LARGE BOARD OF SUPERVISORS APPOINTMENTS process unless, for Tenant Commissioner applicants, the Appointing Board's criteria would result in no tenant commissioner being appointed.

Commented [DGR1]: Resident Board Member requirements are regulated by HUD in

§ 964.415 Resident board members.

The minimum qualifications are set by Federal Regulation having a pre-emptive effect on local rules. What this means though, in a practical sense, is that whatever criteria are applied by the Board of Supervisors for general qualifications are applied to all applicants (equally to the tenant applicants) HOWEVER, if those criteria (such as a requirement that they have an expertise in real estate or the like) cause the Authority to have no eligible residents as members then the tenant applicants cannot be required to meet those criteria.

Our Agency sends notice of vacancies to tenants, and to the Board of Supervisors. We then send any applicants for tenant spots to the Board. They go through the Board process unless that process results in a tenant vacancy not being filled.

A tenant Commissioner shall have all the rights, powers, duties, privileges, and immunities of any other Commissioner, pursuant to current California Health and Safety Code.

If a Commissioner misses three (3) consecutive meetings or six (6) meetings in any twelve (12) month period without a medical or other compelling reason, his/her situation shall be discussed by the Commission and an appropriate course of action recommended. The Commissioners through the Board Secretary may, upon a majority vote, recommend to the Appointing Board that the Commissioner be removed and another Commissioner be appointed to serve the remaining term.

Section 6. Commission Contracts. The Commission shall employ an Executive Director, who shall also be the Secretary/Treasurer of the Authority. Additionally, the Commission may contract for technical experts, and any other officers and/or agents that it requires, and shall determine their qualifications, duties, terms of employment, and compensation in accordance with Authority policies and procedures.

The Commission shall adopt personnel rules and regulations applying to the Authority staff. Those rules shall contain procedures affecting conflicts of interest, use of funds, and personnel procedures on hiring and firing, including removal of personnel for inefficiency, neglect of duties, or misconduct. Such rules and regulations shall be of public record.

ARTICLE II – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairperson, Vice Chairperson, and Secretary/Treasurer.

Section 2. Chairperson. The Chairperson shall preside at all meetings of the Authority. At each meeting, the Chairperson shall submit such recommendations and information necessary and proper concerning the business, affairs, and policies of the Authority. The Chairperson maintains and promotes a cooperative and collaborative working relationship with and among other Board members, Authority staff, and management, and represents the Authority in a professional manner with those encountered in the regular conduct and performance of his/her official duties.

Section 3. Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of the resignation or death of the Chairperson, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall select a new Chairperson.

Section 4. Secretary. The Secretary shall be the Executive Director of the Authority and, as Executive Director, he/she shall have general supervision over the

administration of its business and affairs, subject to the direction of the Commission.

As Secretary, he/she shall keep the records of the Authority, shall act as Secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/she shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

The Secretary shall also be the Treasurer of the Authority. As Treasurer, he/she shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as approved by resolution of the Board. He/she shall keep regular books of accounts showing receipts and expenditures and shall render to the Commission, at each regular meeting (or when requested), a detailed report of the financial condition of the Authority.

The Secretary shall be appointed by the Commission. Any person appointed to fill the Office of Secretary, or any vacancy therein, shall serve at the pleasure of the Commission, but no Commissioner of the Authority shall be eligible to serve in this capacity.

The Commission shall also evaluate the performance of the Secretary annually.

Section 5. Signature Authority. The Executive Director, serving as the Treasurer of the Authority, shall have the authority to sign all contracts, orders, and/or checks for the payment of money and shall pay out and disburse such monies on behalf of the Authority. The Chief Financial Officer of the Authority shall also have signature authority for all contracts, orders, and checks.

All checks, contracts or other items, which spend or obligate the Authority to disburse an amount in excess of \$150,000 shall be pre-approved by the Commission; except in an emergency situation.

The Executive Director may authorize emergency expenditures not to exceed 60% of the simplified acquisition threshold described in 2 C.F.R 200.88 and 200.320(b) as may be set by the U.S. Department of Housing and Urban Development from time-to-time.

Commented [DR2]: This section is revised to adjust signature authority and align with 2 CFR 200

The Executive Director, with approval from the Chairperson, may authorize emergency expenditures not to exceed 100% of the simplified acquisition threshold described in 2 C.F.R 200.88 and 200.320(b) as may be set by the U.S. Department of Housing and Urban Development from time-to-time provided that the Commission is advised of the Chairperson's emergency authorization at the next regular meeting of the Commission.

Section 6. Additional Duties. The officers of the Authority shall perform such other duties and functions as may, from time to time, be required by the Commission or the Bylaws or rules and regulations of the Authority.

Section 7. Election or Appointment. The Chairperson and Vice Chairperson shall be elected at the annual meeting of the Commission from among the Commissioners and shall hold office for one year or until their successors are elected. An officer may be elected for

more than one term.

Section 8. Vacancies. Should the office of Chairperson become vacant or if the Chairperson is suspended for any reason, the Vice Chairperson shall immediately assume the office of Chairperson for the balance of the term. Should the office of Vice Chairperson become vacant for any reason, including suspension, the Board should take action as soon as possible to elect a Commissioner to become the Vice Chairperson for the balance of the term of office.

Section 9. Committees. The Commission shall, at such times deemed necessary, establish committees to assist management or to address special projects. Such committees may be either designated as “standing” or “special”. Committee meetings shall comply with current Brown Act requirements. Authorization for establishment of committees shall be by formal Board resolution. Committee members shall be appointed by the Commission, and may include Commission members and agency staff who have the expertise consistent with the committee assignment. However, no committee shall have more than (3) sitting Commission members. Appointments to “standing” committees shall be made at each annual meeting of the Commission or as otherwise appointed by the Commissioners. Appointments to “special” committees shall be for the duration of the committee purpose. Each committee shall designate a committee Chairperson, and determine the time and place of meetings within the jurisdiction of the Authority, as directed by the committee Chairperson. Reports from committees shall be part of the regular Commission agenda. Upon expiration of term, or resignation, appointment of Commission members to a committee shall be rescinded as of their exit date from the Commission.

ARTICLE III - MEETINGS

Section 1. Annual Meeting. The annual meeting of the Commission shall be held on the third Tuesday of March at a properly designated time, at the regular meeting place of the Authority. In the event such date shall fall on a legal holiday, the annual meeting shall be held on the next succeeding business day or other date designated by the Commission.

Section 2. Regular Meetings. The Commission shall meet once each month (if there is sufficient business of the Authority to warrant said meeting) in regular session at the regular meeting place, 405 "U" Street, Merced, California, at 12:00 p.m., or later, on the third Wednesday of each month. The Commission may change the date, time, and place of a monthly meeting to accommodate scheduling conflicts or other issues that may arise. Written notice of the date, time, and place of such regular meeting shall be delivered personally to each Commissioner, or sent by email or mail to each, at least two days before the meeting. If the need arises, the Commission may hold additional meetings to conduct the business of the Authority.

Commented [DR3]: The Committee desires a broader conversation by the full board regarding the *time* of the Regular Meetings, and whether these should be set in the by-laws or in policy (in an annual resolution setting said times)

Section 3. Special Meetings. A special meeting may be called at any time by the Chairperson or by a majority of the members of the Commission by delivering personally, by email, or regular mail written notice to each member of the Commission and to each local newspaper of general circulation, radio or television station requesting notice in writing. The notice shall be delivered personally or by email or regular mail and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice. The call and notice shall specify the date, time, and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings of the Commission. Written notice of a special meeting may be waived pursuant to the provisions of the Brown Act at California Government Code Section 54956.

Section 4. Quorum. The powers of the Commission shall be vested in the currently appointed Commissioners thereof. Four Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a meeting may be adjourned until such time as a quorum is present. A meeting of the Commission will not be considered legal and binding unless it is determined by the Chairperson that a quorum of members is present.

Section 5. Order of Business. At the regular meetings of the Commission, the following shall be the order of business:

1. Call to order and roll call.
2. Public Comment
3. Agency or Commissioner Revisions to Agenda Revisions
4. Consent calendar
5. Regular Calendar
6. Executive Director Report / Department Head Reports
7. Commissioners' Comments / Requests for Future Agenda Items
8. Adjourn to Closed Session: Closed Session Item(s)
9. Reconvene to Open Session: Closed Session Report of Actions
10. Adjournment

All resolutions shall be in writing and shall be entered into a master resolution directory of the Commission. Action items are not required to be in the form of a written resolution, but shall be documented and entered into a journal of the proceedings of the Commission.

Section 6. Manner of Voting. The voting on all resolutions coming before the Commission shall be by roll call, and the yeas and nays shall be entered in the minutes of such meeting. For all other items coming before the Commission which require action, a voice vote shall be used and the minutes of such meeting shall contain the vote totals for each item as well as, listing any individual Commission members who vote against or abstain on any actionable item. The concurrence of four (4) Commissioners shall be necessary to take

Commented [DR4]: Streamlined the order of business. Recommend considering adoption of Rosenberg's rules of Order (a streamlined set of parliamentary rules for conducting business). This can be done by separate resolution unless the Commission wishes it to be included in their bylaws

any action unless otherwise required by law.

Section 7. Manner of Compensation. ~~Commissioner compensation shall be set by authority of and in a manner consistent with California Health and Safety Code Section 34274. For attendance at the Regular and Special Meetings of the Board or at any meetings of Committees of the Board, Commissioners shall receive a per-diem of \$50.00 (daily maximum) up to a maximum of four meeting days each month. Each Commissioner is entitled to receive FIFTY DOLLARS AND NO CENTS (\$50.00) per diem for attending the regular monthly Board Meeting pursuant to the provisions of California Health and Safety Code Section~~

~~34274. For attendance at any additional and/or Special or Committee Meetings of the Board of Commissioners, each Commissioner is entitled to receive TWENTY FIVE DOLLARS AND NO CENTS (\$25.00) for meetings of less than two (2) hours duration or FIFTY DOLLARS AND NO CENTS (\$50.00) for meetings lasting two (2) hours or more. Each Commissioner is also entitled to receive necessary traveling and subsistence expenses in the discharge of his/her duties. Commissioners are limited to receive a maximum amount of TWO HUNDRED DOLLARS AND NO CENTS (\$200.00) per month.~~

ARTICLE IV

Section 1. Amendments to Bylaws. The Bylaws of the Authority shall be amended only with the approval of a majority of the members of the Commission at a regular or special meeting. However, no amendment shall be adopted unless at least three days' notice thereof has previously been given to all members of the Commission.

Commented [DR5]: HSC 34274 limits what the commission can include here to this revised version.

Formatted: Indent: Left: 0.08", First line: 0.45", Right: 0.12", Line spacing: single, Tab stops: 1.58", Left + 3.49", Left