

# Yolo County Housing Yolo County, California

June 13, 2018

## MINUTES

The Yolo County Housing met on the 13th day of June, 2018, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 3:00 p.m.

Present: Will Arnold; Mark Johannessen; Pierre Neu; Karen Vanderford  
Absent: Angel Barajas; Helen Thomson  
Staff Present: Lisa Baker, CEO  
Phil Pogledich, Agency Counsel subbing for Hope Welton  
Janis Holt, General Director  
Julie Dachtler, Clerk

### CALL TO ORDER

1. Pledge of Allegiance.
2. Consider approval of the agenda.

Minute Order No. 18-19: Approved agenda as submitted.

MOTION: Neu. SECOND: Vanderford. AYES: Arnold, Johannessen, Neu, Vanderford. ABSENT: Barajas, Thomson.

3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

There was no public comment.

## PRESENTATIONS

4. Presentation - Certificate of Appreciation to the 6th Grade Graduating Class of the Cesar Chavez Elementary School, Davis CA

Chair Arnold presented the Certificate of Appreciation to the 6th Grade Graduating Class of the Cesar Chavez Elementary School, Davis CA for their efforts in fundraising to provide funds to the children of the Davis Migrant Center.

5. Presentation - Certificate of Recognition to the 2nd Place Winner, 9 - 11 Year Old Category of the HAI Group Playground Poster Contest to Bennie Moses, Las Casitas Apartments, West Sacramento

Commissioner Johannessen presented the Certificate of Recognition to the 2nd Place Winner, 9 - 11 Year Old Category of the HAI Group Playground Poster Contest to Bennie Moses, Las Casitas Apartments, West Sacramento.

6. Presentation - Certificate of Achievement to Tanya Moreno and to Maria Pena for the USDA 2018 Farm Labor Housing Training Course

Janis Holt, General Director, presented the Certificate of Achievement to Tanya Moreno and to Maria Pena for the USDA 2018 Farm Labor Housing Training Course.

7. Presentation - Certification in Self-Sufficiency Coordination to Ricardo Lopez

Janis Holt, General Director, presented the Certification in Self-Sufficiency Coordination to Ricardo Lopez.

8. Introduction of New Employees - Kristin Barron, Lease and Rental Coordinator. Isaac Blackstock, Lead Client Service Coordinator

Janis Holt, General Director, introduced New Employees Kristin Barron, Lease and Rental Coordinator and Isaac Blackstock, Lead Client Service Coordinator.

9. Presentation - 2018 Special Recognition Environmental Award from the City of Davis

Chair Arnold presented the 2018 Special Recognition Environmental Award from the City of Davis to CEO Lisa Baker on behalf of Yolo County Housing.

## CONSENT AGENDA

Minute Order No. 18-20: Approved Consent Agenda Item Nos. 10-12.

MOTION: Johannessen. SECOND: Neu. AYES: Arnold, Johannessen, Neu, Vanderford. ABSENT: Barajas, Thomson.

10. Review and Approve the Minutes of May 9, 2018

Approved the Minutes of May 9, 2018 on Consent.

11. Review, Approve and Adopt Resolution Authorizing Execution of Standard Contract Amendment 1 with State Department of Housing and Community Development Office of Migrant Services by CEO (Gillette, Baker)

Approved **Resolution No. 18-05** and **Agreement No. 18-01** on Consent.

12. Review and Approve Proposed Employment Agreement with the Chief Executive Officer and Authorize the Board Chair to Execute the Agreement

Approved **Agreement No. 18-02** on Consent.

## REGULAR AGENDA

13. Review, Approve and Adopt Resolution Adopting 2018 - 2019 Annual Operating Budget (Gillette, Holt, Baker)

Minute Order No. 18-21: Approved recommended action by **Resolution No. 18-06**.

MOTION: Neu. SECOND: Vanderford. AYES: Arnold, Johannessen, Neu, Vanderford. ABSENT: Barajas, Thomson.

14. Receive Update on YCH Governance from CEO Baker

Agency Counsel Phil Pogledich provided an update on the YCH Governance, noting with the adoption of an ordinance at the May 22, 2018 Board of Supervisors meeting, the YCH will be reconstituted with expanded duties, such as all decisions by the Commission will be final with no need for the Board of Supervisors to review. He went over the makeup of the new commission, which will be a total of seven seats with one from each City (total of 4), one from the County and two Tenant Commissioners, all appointed by the Board of Supervisors. As to the timeline, this will take effect sometime in July or August. The hope is to improve governance of the Housing Authority. The preference is for each city to appoint a city council member to this Board, although it is not required.

15. Receive Comments from CEO Baker

CEO Baker reported the recent trip she and Jim Gillette made to Washington DC regarding the RAD and Section 18 rules was very valuable. One of the bonuses was being able to talk to other Housing Authorities who have gone through the process, which was very helpful. There is real opportunity to be able to look at options for the majority of the Housing stock. Jim also added there appears to be future development opportunities and the best ways to approach it. They will be spending the next few months working on this and with HUD. At the next Housing Authority meeting, they will ask the Commission to set up an ad hoc subcommittee to review this process. No tax credits anymore but keeping it in public ownership. They were feeling positive about the new direction.

16. Receive Comments from Commissioners

There were no comments from the Commissioner.

**ADJOURNMENT**

Next meeting is July 11, 2018

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Will Arnold, Chair  
Yolo County Housing

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Julie Dachtler, Clerk  
Yolo County Housing

# YOLO COUNTY HOUSING

## AGENDA

### REGULAR MEETING

June 13, 2018

Please Note Time Change to 3:00 P.M.



**YOLO COUNTY HOUSING**  
HOUSING COMMISSION

WILL ARNOLD  
ANGEL BARAJAS  
MARK JOHANNESSEN  
PIERRE NEU  
HELEN MACLEOD THOMSON  
KAREN VANDERFORD

**BOARD OF SUPERVISORS CHAMBERS**  
625 COURT STREET, ROOM 206  
WOODLAND, CALIFORNIA 95695

LISA A. BAKER  
CHIEF EXECUTIVE OFFICER

HOPE WELTON  
AGENCY COUNSEL

## Reminder: Please turn off cell phones.

### CALL TO ORDER

1. Pledge of Allegiance.
2. Consider approval of the agenda.
3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

### PRESENTATIONS

4. Presentation - Certificate of Appreciation to the 6th Grade Graduating Class of the Cesar Chavez Elementary School, Davis CA
5. Presentation - Certificate of Recognition to the 2nd Place Winner, 9 - 11 Year Old Category of the HAI Group Playground Poster Contest to Bennie Moses, Las Casitas Apartments, West Sacramento
6. Presentation - Certificate of Achievement to Tanya Moreno and to Maria Pena for the USDA 2018 Farm Labor Housing Training Course
7. Presentation - Certification in Self-Sufficiency Coordination to Ricardo Lopez
8. Introduction of New Employees - Kristin Barron, Lease and Rental Coordinator. Isaac Blackstock, Lead Client Service Coordinator
9. Presentation - 2018 Special Recognition Environmental Award from the City of Davis

### CONSENT AGENDA

10. Review and Approve the Minutes of May 9, 2018
11. Review, Approve and Adopt Resolution Authorizing Execution of Standard Contract Amendment 1 with State Department of Housing and Community Development Office of Migrant Services by CEO (Gillette, Baker)

12. Review and Approve Proposed Employment Agreement with the Chief Executive Officer and Authorize the Board Chair to Execute the Agreement

### REGULAR AGENDA

13. Review, Approve and Adopt Resolution Adopting 2018 - 2019 Annual Operating Budget (Gillette, Holt, Baker)
14. Receive Update on YCH Governance from CEO Baker
15. Receive Comments from CEO Baker
16. Receive Comments from Commissioners

### ADJOURNMENT

Next meeting is July 11, 2018

I declare under penalty of perjury that the foregoing agenda was posted by Friday, June 8, 2018 by 3:00 p.m. at the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board of Yolo County Housing, 147 West Main Street, Woodland, California.
- On the Yolo County website: [www.yolocounty.org](http://www.yolocounty.org).

Julie Dachtler, Clerk of the Board

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

## **NOTICE**

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 72 hours prior to the meeting. The Clerk of the Board may be reached at (530) 666-8195 or at the following address:

Yolo County Housing  
c/o Clerk of the Board of Supervisors  
County of Yolo  
625 Court Street, Room 204, Woodland, CA 95695

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 18-20 Item No. 10, of the Yolo County Housing meeting of June 13, 2018.

MOTION: Johannessen. SECOND: Neu. AYES: Arnold, Johannessen, Neu, Vanderford. ABSENT: Barajas, Thomson.

10.

Review and Approve the Minutes of May 9, 2018

Approved the Minutes of May 9, 2018 on Consent.

# Yolo County Housing Yolo County, California

May 9, 2018

## MINUTES

The Yolo County Housing met on the 9th day of May, 2018, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 3:00 p.m.

Present: Will Arnold; Mark Johannessen; Pierre Neu; Karen Vanderford; Jennifer Wienecke-Friedman

Absent: Angel Barajas; Helen Thomson

Staff Present: Lisa Baker, CEO  
Hope Welton, Agency Counsel  
Julie Dachtler, Clerk  
Absent, Janis Holt, General Director

### CALL TO ORDER

1. Pledge of Allegiance.
2. Consider approval of the agenda.

Minute Order No. 18-17: Approved agenda as submitted.

MOTION: Johannessen. SECOND: Vanderford. AYES: Arnold, Johannessen, Neu, Vanderford, Wienecke-Friedman. ABSENT: Barajas, Thomson.

3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

There was no public comment.

## CONSENT AGENDA

Minute Order No. 18-18: Approved Consent Agenda Item Nos. 4-7.

MOTION: Wienecke-Friedman. SECOND: Neu. AYES: Arnold, Johannessen, Neu, Vanderford, Wienecke-Friedman. ABSENT: Barajas, Thomson.

4. Review and Approve the Minutes of the Meeting of April 11, 2018

Approved the minutes of April 11, 2018 on Consent.

5. Receive and File Letter of Resignation from Commissioner Wienecke-Friedman (Baker)

Approved recommended action on Consent.

6. Review, Approve and Adopt Resolution Recognizing the Service of Ms. Jennifer Wienecke-Friedman to the Housing Commission of the Yolo County Housing (Baker)

Approved **Resolution No. 18-04** on Consent.

7. Review and Approve Rescission of Resolution 18-01 Amending the Housing Payments Standards in Accordance with the Small Area Fair Market Rents (SAFMR) and Approve Reinstatement of the Housing Payment Standard Schedule Implemented on March 1, 2016 (FMR) (Baker, Holt and Jimenez-Perez)

Approved recommended action on Consent.

## PRESENTATIONS

8. Presentation of Certificate of Completion for FSS Graduate and Commissioner Jennifer Wienecke-Friedman

Isaac Blackstock presented the Certificate of Completion for FSS Graduate and Commissioner Jennifer Wienecke-Friedman.

9. Presentation of Resolution Recognizing the Service of Commissioner Jennifer Wienecke-Friedman

Chair Arnold presented the Resolution recognizing the service of Commissioner Jennifer Wienecke-Friedman.

## REGULAR AGENDA

10. Receive Verbal Report from CEO on Proposed Benefit Cuts by the administration of the Department of Housing and Urban Development

CEO Lisa Baker provided an update to the Commissioners, noting that as of late last week, HUD put out a proposal for rent reform that is going to be problematic to folks in Yolo County. One piece was about raising rent \$150 a month and Lisa noted that 13% (56 families) would not meet the threshold and would have difficulty paying this increased rent. She went over the consequences should this go through. There is a good deal of concern associated with these proposals for rent reform. She'll be working with local congressional members to let them know of the impacts. They also proposed moving the minimum rent from 30 to 35% of median income towards rent. Lisa explained that one piece of rent reform does have one work component part, however, this impacts those that are disabled or elderly, as they cannot work. The rationale is that there is impetuous that folks shouldn't get too comfortable. Lisa encouraged city representatives to take this back to their cities and have them contact their congressmen. Lisa indicated that she would provide the Commissioners something in writing to share with their colleagues.

11. Receive Verbal Report on IGT House implementation

CEO Baker provided a verbal update on the IGT House implementation, noting it is up and running and it's full. So far they are being welcomed into the neighborhood, which is good news. Encouraging to see that these folks are making good progress. They are looking for things like outdoor furniture, extra chair in the living room and desk chairs.

12. Receive Verbal Report on Cyber Security Review by M&I Technology Consulting

CEO Baker provided a verbal overview of the Cyber Security Review by M&I Technology Consulting to the Commissioners. Jim Gillette commented that for security reasons, the report will not be coming to the board.

13. Receive Update on YCH Governance from CEO Baker

Agency Counsel Hope Welton provided an update to the Commissioners, noting that the Ordinance/Resolution is coming to the Board of Supervisors on May 22, 2018 for adoption. CEO Lisa Baker noted they hope to have this all in place beginning July 1, 2018, since this coincides with the start of their fiscal year.

14. Receive comments from CEO Baker

CEO Baker provided updates on the following items: 1) West Beamer Place, which is considered permanent housing, is doing well and ahead of completion schedule. Eligibility teams are working on filling the rooms and construction should be finished late summer to late fall; 2) Working with the City of W. Sacramento on a Master Lease in securing short term housing for CalWORKS eligible folks. This would place families in one bedroom apartments vs. motel rooms; 3) Grant applications: a) PG&E for ways to attack heat resilience for vulnerable populations. How to help families adapt to high heat, be resilient and survive. Excited about their role; b) Working with Global Green and other partners for cooling centers in West Sacramento; 4) Lisa provided a report about her recent trip to Washington DC and what's going on back there in regards to housing and the possibility of them taking funding back. Money that is being obligated for other projects is what they are referring to; 4) Immigration issues; 5) At HUD's invitation, she and Jim Gillette will be going to Washington DC next week regarding the RAD waitlist and whether it will be a good option for them, as well as the Demolition Disposition Rule; 6) Soccer Company was recently purchased; 6) Office of Emergency Services and preliminary hearing with other jurisdictions regarding homeless camps in the county. More info coming; and 7) UC Davis Robotics will be coming to Yolano Donnelly Circle.

15. Receive comments from Commissioners

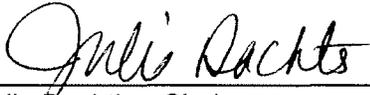
Commissioner Wienecke-Friedman talked about a flyer she sent to Lisa regarding tenant credit rating, who said she will take a look at it. Commissioner Neu reported that he is working with Winters City Manager John Donlevy about housing issues in Winters and that he will update the Board in the future. Commissioner Wienecke-Friedman thanked everyone for the opportunity to serve with them.

**CLOSED SESSION**

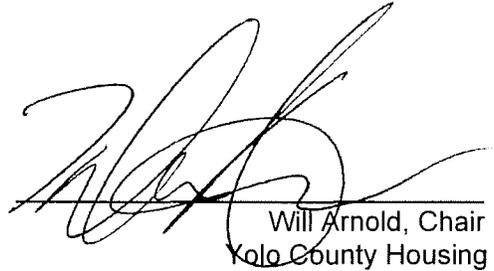
16. Conference with Legal Counsel - Anticipated Litigation  
Pursuant to Government Code Section 54956.9 (d) (2)  
Significant exposure to litigation: 1 case
  
17. Public Employment. Employee Evaluation  
Pursuant to Government Code Section 54954.5  
Position Title: CEO

**ADJOURNMENT**

Next meeting is June 13, 2018



Julie Dachtler, Clerk  
Yolo County Housing



Will Arnold, Chair  
Yolo County Housing

Yolo County Housing  
Yolo County, California

Meeting Date: June 13, 2018

To: County Counsel ✓  
Yolo County Housing ✓

5.

Presentation - Certificate of Recognition to the 2nd Place Winner, 9 - 11 Year Old Category of the HAI Group Playground Poster Contest to Bennie Moses, Las Casitas Apartments, West Sacramento

Commissioner Johannessen presented the Certificate of Recognition to the 2nd Place Winner, 9 - 11 Year Old Category of the HAI Group Playground Poster Contest to Bennie Moses, Las Casitas Apartments, West Sacramento.



Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 18-20 Item No. 11, of the Yolo County Housing meeting of June 13, 2018.

MOTION: Johannessen. SECOND: Neu. AYES: Arnold, Johannessen, Neu, Vanderford. ABSENT: Barajas, Thomson.

11.

Review, Approve and Adopt Resolution Authorizing Execution of Standard Contract Amendment 1 with State Department of Housing and Community Development Office of Migrant Services by CEO (Gillette, Baker)

Approved **Resolution No. 18-05** and **Agreement No. 18-01** on Consent.



# ***Yolo County Housing***

**Main Office:** 147 W. Main Street, Woodland, Ca 95695  
Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

DATE: June 13, 2018

TO: YCH Housing Commission

FROM: Lisa A. Baker, Chief Executive Officer  
James D. Gillette, Finance Director

SUBJECT: **Review, Approve, and Adopt Resolution Authorizing Execution of Standard Contract Amendment 1 with State Department of Housing and Community Development Office of Migrant Services by the CEO**

## **RECOMMENDATIONS:**

That the Housing Commission:

1. Adopt the Resolution Authorizing Adoption of Amendment 1 to the Standard Agreement No. 17-OMS-11333 for the Davis Migrant Center, located in Yolo County; and
2. Authorize the CEO to execute Amendment 1 to the Standard Agreement No. 17-OMS-11333 for the Davis Migrant Center.

## **BACKGROUND/DISCUSSION:**

YCH manages migrant centers for the Department of Housing and Community Development, Office of Migrant Services (OMS). These centers are part of a program for administering housing for migratory workers and their families at the Davis and Madison migrant centers in Yolo County.

In 2016, YCH entered into a site and building improvement contract with OMS for a total cost of \$1,356,536 with various funding sources, including \$919,124 of OMS grant funds and \$337,412 of replacement reserves which are controlled by USDA-Rural Development (RD) as a condition of the rehabilitation loan made to the OMS for construction of the buildings. The use of these replacement reserve funds drops the reserve balance below the contractual amount that triggers a requirement for these funds to be replenished at a rate of \$48,000 per year beginning in FY2018-2019. Therefore, the current two-year contract needs to be amended to reflect this change.

In addition to the funding increase in the contract, OMS has encouraged us to request a resolution that incorporates a 5% operating contingency on the total contract into the second year in order to help facilitate any other minor cost increases that may be required without having to obtain additional approval from the Board.

A summary of the funding changes contemplated in Amendment 1 to this contract for the two fiscal years combined funding (FY2017-2018 and FY2018-2019) beginning July 1, 2017 are noted in the table below:

	<u>FY2017-18</u>	<u>FY2018-19</u>	<u>2-Year Total</u>
Original Contract	\$ 424,701	\$ 429,325	\$ 854,026
Repl Reserve Funds	-	48,000	48,000
Mgmt Fee for RR Funds	-	4,800	4,800
Contract Subtotal	424,701	482,125	906,826
Contingency (5% of total)	-	45,341	45,341
Totals	<u>\$ 424,701</u>	<u>\$ 527,466</u>	<u>\$ 952,167</u>

Other than the increase in funding noted previously, Amendment 1 makes no other structural changes to the agreement. Therefore, the other terms of the original agreement, including the terms in the Contract Management/Enforcement Differences Summary

(discussion between YCH and OMS staff) where OMS has agreed to manage or enforce some of the contract terms differently than they are stated in the standard agreements since OMS does not want to further delay the execution of the contracts while the contract language is modified. OMS has agreed to work on correcting the language in the "standard agreements" over the next year so that they will be ready for execution prior to the next two-year budget/contract cycle.

As the Commission is aware, this program has been operated by YCH for 53 years as of 2018 and YCH has been a proud provider of assistance. However, the program is continuing to become ever more difficult to operate due to fiscal constraints, lack of sufficient funding for maintenance and rehabilitation (for infrastructure, buildings, appliances, and mechanical systems), a lack of understanding regarding non-controllable or unforeseen costs, and no current ability to replace aging vehicles to ensure they are capable of assisting, rather than hindering the work to be done.

**Fiscal Impact:**

The increase to the contract amount contemplated in Amendment 1 will replenish some of the funds used from the replacement reserve on the recent capital improvement project by \$48,000 plus management fees of \$4,800. This increase in funding is purely a benefit to the project at no out of pocket cost to YCH.

**Conclusions:**

The Resolution is recommended for adoption to increase funding in the contract for FY2018-2019 by \$52,800 and allow for a contingency of \$45,341. Therefore, staff

Housing Commission

June 13, 2018

Page **3** of **3**

recommends that the Housing Commission adopt the resolution and authorize the COE to execute Amendment 1.

**Attachments:** Resolution  
OMS Contract 17-OMS-11333 Amendment 1 for Davis Migrant Center

**FILED**

JUN 15 2018

**HOUSING AUTHORITY OF THE COUNTY OF YOLO**

**RESOLUTION NO. 18-05**

BY Julie Dachter  
DEPUTY CLERK OF THE BOARD

**RESOLUTION APPROVING THE 2017-2019 FISCAL YEARS OPERATION AND MAINTENANCE CONTRACT FOR THE DAVIS MIGRANT CENTER BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO CONTRACT # 17-OMS-11333 AMENDMENT 1**

**WHEREAS**, the California Department of Housing and Community Development has approved an amendment to the Operation and Maintenance Contract for the 2017-2019 Fiscal Years for the Davis Migrant Center; and

**WHEREAS**, the Housing Authority of the County of Yolo, acting through its Housing Commission desires to approve this amendment to the Operation and Maintenance Contract for the 2017-2019 operation of the Davis Migrant Center.

**NOW, THEREFORE, BE IT RESOLVED**, the Housing Commission of the Housing Authority of the County of Yolo hereby approves the Operation and Maintenance Contract # 17-OMS-11333 Amendment 1 in the revised amount of \$906,826.00 plus a 5% contingency for a total not to exceed amount of \$952,167 and authorizes Lisa A. Baker, its Chief Executive Officer, to execute said amendment to said contract, on behalf of the Housing Authority of the County of Yolo.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of June, 2018 by the following vote:

**AYES: Arnold, Johannesehl, Neu, Vanderford.**

**NOES: None.**

**ABSENT: Barajas, Thomson.**

**ABSTAIN: None.**

By:   
Will Arnold, Chair  
Yolo County Housing Commission

Approved as to Form:

By:   
Hope Welton, Agency Counsel

Attest:  
Julie Dachter, Clerk  
Yolo County Housing Commission

By:   
Deputy



AGREEMENT NUMBER <b>17-OMS-11333</b>
REGISTRATION NUMBER <b>1</b>

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
 CONTRACTOR'S NAME  
 Housing Authority of the County of Yolo
- The term of this Agreement is: **Upon HCD/DGS Approval** through **06/30/2019**
- The maximum amount of this Agreement is: **\$ 906,826.00 – (Am. 1 increased the contract amount by \$48,000.00 plus related fees)**
- The parties mutually agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

**Exhibit B is hereby deleted and replaced with a new Exhibit B, revised 5/11/18**  
**Exhibit B-2 is hereby deleted and replaced with a new Exhibit B-2, revised 5/11/18**

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		California Department of General Services Use Only          <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>6/13/18</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Lisa Baker CEO</b>		
ADDRESS <b>147 W. Main St. Woodland CA 95695</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Housing and Community Development</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Synthia Rhinehart, Contracts Office Manager Business and Contract Services Branch</b>		
ADDRESS <b>2020 W. El Camino Avenue, Room 330, Sacramento, CA 95833</b>		

## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. Agreement Amount

- A. For the purposes of performing the Work, the Department agrees to provide the amount of \$424,701.00 for fiscal year 2017/18 and \$482,125.00 for fiscal year 2018/19, not to exceed \$906,826.00 (total for *two-years funding pursuant to this biannual contract*). At the sole discretion of the Department, this amount may be adjusted per annum in accordance with the grant allocation provided by the State of California to the Department, which may require an amendment to this Agreement.
- B. Unless amended, the Department is not liable for any costs for the Work in excess of the amount of this Agreement, nor for any unauthorized or ineligible costs.
- C. Funds provided under this Agreement shall be provided in the form of a grant only for the approved purposes and itemized amounts as stated in Exhibit B-1 Year One Operating Contract Budget and Exhibit B-2 Year Two Operating Contract Budget ("Budgets") attached hereto and incorporated herein.
- D. Upon Year 2 of this Agreement's term, Exhibit B-2 may be modified to adjust line item amounts in accordance with the Contractor's Year 2 allocation, as granted by the State of California to the Department.
- E. Any adjustments to the Year 1 or Year 2 Budget require an amendment to this agreement, which may necessitate a written justification.

#### 2. Disbursement of Funds

- A. Upon receipt of a certified resolution, determined to be legally sufficient by the Department, and the execution of this agreement, the Department agrees to disburse to the Contractor or its authorized agent, funds not to exceed the total amount stated in Paragraph 1.A of this Exhibit.
- B. The Department further agrees to disburse said funds only for the approved purposes and itemized amounts as described in the Budget.
- C. The Department shall reimburse the Contractor monthly in arrears for the Contractor's actual and necessary expenses in accordance with the Budget and upon receipt of (but not limited to) the following items:

Signed timesheets, reserve accounts, tenant security deposit account, CARE account bank statements, rental income reports with copies of corresponding monthly rental income checks remitted to the Department as described in Exhibit

**EXHIBIT B**

D(2)(A), detailed ledgers that originate outside of the Contractor's sole control (i.e. through an Accounting Branch/Unit) with copies of all utilities bills, Monthly Operations Statement and Request for Reimbursement (invoices), and any other documentation relevant to the operation of the migrant farm labor center, as requested by the Department.

The Department cannot commence processing arrears until it has received the documents detailed above, therefore the Department shall withhold reimbursement until all required documentation is received and verified. The Department will withhold payment for disputed items *but all non-contested items will be processed for invoicing and repayment to the Contractor.*

- D. At the end of each fiscal year, funds provided through this Agreement which are in excess of actual and necessary expenses may be disbursed and deposited into an OMS reserve account established and funded pursuant to Health and Safety Code Section 50710.1(b), provided the Department certifies there is no need to address reasonable general maintenance requirements or repairs, rehabilitation, and replacement needs of the requesting migrant farm labor center(s) which affect the immediate health and safety of residents. The cumulative balance shall not exceed 10 percent of the operating funds annually committed to the Contractor by the Department.

At the end of each fiscal year, all remaining budget funds shall be deposited into an OMS reserve account not to exceed 10% of the operating funds annually committed to the Contractor by the Department, and the difference shall be disencumbered. Funds in the reserve account shall be used only for capital improvements such as replacing or repairing structural elements, furniture, fixtures, or equipment of the migrant farm labor center, the replacement or repair of which are reasonably required to preserve the migrant farm labor center. Withdrawals from the reserve account shall be made only upon receipt of the written approval of the Department detailing the amount and nature of expenditures. Withdrawals or expenditures made without prior Department approval are not subject to required repayment. This reserve account, all other reserve accounts, the tenant security deposit account, and the general operations account must be maintained separately from one another.

- E. Upon the effective date of this Agreement, the Contractor may, upon written request, obtain an advance of funds in an amount not to exceed twenty percent (20%) of the total Agreement amount, per annum, as stated in Paragraph 1.A. These advanced funds shall be applied against the final three months of invoices, for each year of funding provided under this Agreement.
- F. The Department shall disburse requested funds for Work performed on behalf of or by the Contractor (and actions that are to be performed and documented by the Contractor pursuant to statute, regulation, contract, or schedule) and where

## EXHIBIT B

accordingly such Work has been documented by the Contractor, or for equivalent services that have been rendered and documented by the Contractor.

- G. If the Contractor is in violation of any provision of this Agreement, the Department may, at its sole discretion, withhold payment of funds under this Agreement until such violations are corrected.

### 3. Line Item Changes

The Contractor may, upon prior written approval by the Department, transfer any approved allocations or portions thereof, to other cost categories listed in the Budget for that fiscal year. In no event shall the total amount of this Agreement be exceeded without prior execution of a formal amendment to this Agreement.

### 4. Special Funding Conditions

- A. Funds allocated for Minor Rehabilitation as specified in line item 304 of the Budget shall be subject to the following provisions:
- 1) Funds may be spent only for the items and activities, in the maximum amounts specified, and according to the priority expressed in Item F of the Budget.
  - 2) Notwithstanding Paragraph 3 of this Exhibit, these funds shall not be subject to transfer to other cost categories.
  - 3) No advances shall be provided by the Department from these funds. All reimbursements shall be in arrears and shall require submission of invoices and related supporting documentation in a manner directed by the Department.
  - 4) Any funds not expended upon the expiration of this Agreement shall be automatically disencumbered on that date and shall not be available for additional expenditures or reimbursements except as provided in Health and Safety Code Section 50710.1(b).
- B. Funds allocated in Item B, line 209 "Major Equipment Repair/Maintenance" of the Budget shall be spent only for the items, and in the maximum amounts, specified in Item G of the Budget.
- C. Funds allocated in Item B, line 401 "Administrative Support Services" of the Budget shall be calculated as 10% of the total Budget per year, and shall be spent on administrative costs incurred by the Contractor to administer the OMS program.

### 5. Availability of Funds

OMS – Rural Development  
2017 - 2019  
Approval Date: 07/07/2017  
Prep. Date: 05/11/2018

**EXHIBIT B**

The obligations under this Agreement are hereby made expressly contingent upon the availability of projected rental income and other funds for the purposes of performing the services identified in this Agreement. It is understood that this Agreement may have been written prior to the beginning of the fiscal year in order to expedite contract processing; however, should adequate funds not be appropriated by the Legislature for the current fiscal year or should other funds be reduced as a result of a court order or any other incident deemed legal and binding by the Department, the Department may exercise its option to cancel this Agreement or, at the Department's sole discretion, reduce the on-season period, unless the Department and the Contractor either amend this Agreement or mutually agree to budget reductions and a rescission of a portion of the encumbered funds.

**EXHIBIT B-2**  
**YEAR TWO OPERATING CONTRACT BUDGET**  
 THIS IS NOT AN INVOICE

Contract No. 17-OMS-11333 (RD), Davis			
Term: July 1, 2018 - June 30, 2019			
			<b>CONTRACTOR FUNDS</b>
			<b>STATE FUNDS</b>
<b>A.</b>	<b>CENTER PERSONNEL</b>		
	101	Permanent Salaries/Wages	\$ 68,496.00
	102	Temporary Salaries/Wages	14,602.00
	103	Personnel Benefits	62,844.00
		<b>SUBTOTAL</b>	<b>\$ 0.00</b>
<b>B.</b>	<b>OPERATING EXPENSES</b>		
	201	Center Office Supplies	\$ 900.00
	202	Household Supplies	0.00
	203	Communications	2,250.00
	204	Travel	1,000.00
	205	Auto Repairs/Maintenance	2,000.00
	206	Gas/Oil	3,000.00
	207	Minor Equipment Repair/Maintenance	2,000.00
	208	Purchases Under \$150	0.00
	209	Major Equipment Repair/Maintenance	4,400.00
	211	Equipment Rental	0.00
	212	Electricity and Gas	36,800.00
	213	Garbage, Trash	10,200.00
	214	Sewer, Water	71,400.00
	215	Other Costs	14,014.00
	217	Property and Liability Insurance	15,986.00
	218	Other Insurance	
	219	Advertising	
		<b>SUBTOTAL</b>	<b>\$ 163,950.00</b>
<b>C.</b>	<b>MAINTENANCE EXPENSES</b>		
	301	Electrical/Plumbing/Paint/Solar Supplies	\$ 6,300.00
	302	Lumber and Materials	5,500.00
	303	Grounds Maintenance	3,200.00 Op
	304	Minor Rehabilitation	38,430.00
		<b>SUBTOTAL</b>	<b>\$ 41,630.00</b>
<b>D.</b>	<b>CONTRACTOR ADMINISTRATION</b>		
	401	Administrative Support Services	\$ 47,614.00
	402	Travel	1,540.00
	403	Audit	1,500.00
		<b>SUBTOTAL</b>	<b>\$ 50,654.00</b>
<b>E.</b>	<b>DEBT SERVICE &amp; REPLACEMENT</b>		
	501	Reserves	\$ 48,000.00
	502	Payment	59,779.00
		<b>SUBTOTAL</b>	<b>\$ 107,779.00</b>
	<b>TOTAL</b>		<b>\$ 482,125.00</b>



Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 18-20 Item No. 12, of the Yolo County Housing meeting of June 13, 2018.

MOTION: Johannessen. SECOND: Neu. AYES: Arnold, Johannessen, Neu, Vanderford. ABSENT: Barajas, Thomson.

12.

Review and Approve Proposed Employment Agreement with the Chief Executive Officer and Authorize the Board Chair to Execute the Agreement

Approved **Agreement No. 18-02** on Consent.



## ***Yolo County Housing***

147 W. Main Street  
WOODLAND, CA 95695

Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

**DATE:** June 13, 2018  
**TO:** YCH Housing Commission  
**FROM:** Lisa A. Baker, CEO  
**SUBJECT:** **Review and Approve Proposed Employment Agreement with the CEO and Authorize the Board Chair to Execute the Agreement**

### **RECOMMENDED ACTIONS:**

That the Board of Commissioners:

1. Review and approve the proposed employment agreement with the Chief Executive Officer; and
2. Authorize the Board Chair to Execute the Agreement.

### **BACKGROUND / DISCUSSION**

After an executive search and conducting interviews on September 19, 2006, the Yolo County Housing ("YCH") Commission extended an offer of employment to Lisa A. Baker to serve as Executive Director of YCH. In April of 2007, Ms. Baker's employment agreement was extended from a three (3) year agreement to five (5) years, set to expire November 19, 2011. In December 2010, as part of the process of transitioning from the interim Board of Commissioners to a new permanent Board of Commissioners, the Housing Commission entered into a new five (5) year agreement with the Executive Director that expired at the end of 2015. The Housing Commission proposes to enter into a new five year agreement. The terms of the proposed agreement are as follows:

- The proposed Agreement will expire in May 2023;
- Clarifies the definition of outside work and consulting work;
- Adds Sabbatical Leave for a period of research, academic activity or development of Agency materials. Requires a report to the Board;
- Sets the monthly cell phone allowance at \$85 a month;

- Authorizes the CalPERS Buy Back of up to 1.8 years of prior PERS credit in an amount not to exceed \$10,000 to be paid in either bi-monthly installments or lump sum depending on which method is in the best interest of YCH;
- There will be no automatic pay increase clause in the new agreement.

### **FISCAL IMPACT**

The salary for the CEO is included in the FY 2018-2019 budget.

### **CONCLUSION**

Ms. Baker has fulfilled her obligations under the employment agreement and it is recommended that she continue to serve as CEO and that the proposed new five (5) year agreement be approved.

Attachment: Employment Agreement

**YOLO COUNTY HOUSING AGREEMENT NO. 18-02**

EMPLOYMENT AGREEMENT OF THE CHIEF EXECUTIVE OFFICER

**THIS AGREEMENT** is made this 13th day of June, 2018, by and between the Housing Authority of the County of Yolo, a public body corporate and politic (hereinafter referred to as "YCH"), and Lisa A. Baker, an individual (hereinafter referred to as "EMPLOYEE"), who agree as follows:

**RECITALS**

**WHEREAS**, on October 3, 2006, the parties entered into Agreement No. 06-06 to employ EMPLOYEE as YCH's Executive Director; and

**WHEREAS**, since that time EMPLOYEE has served YCH as its Executive Director and Chief Executive Officer; and

**WHEREAS**, the Board of Commissioners of YCH (hereinafter referred to as "BOARD") and EMPLOYEE have determined that it is in the best interests of YCH to further extend the term of EMPLOYEE's employment with YCH for an additional five (5) years; and

**WHEREAS**, the parties wish to enter into this new Employment Agreement of the Chief Executive Officer (hereinafter referred to as "Agreement"), which sets forth the terms and conditions of said employment.

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

**SECTION 1.0. TERM OF EMPLOYMENT**

Section 1.01 Term.

The BOARD hereby employs EMPLOYEE and EMPLOYEE hereby accepts employment with YCH for a period of five (5) years, commencing on June 13, 2018 and ending at midnight on June 12, 2023.

Section 1.02 Option to Extend Agreement.

- A. If EMPLOYEE complies with all of the terms and conditions of this Agreement, then and in such event, the BOARD may elect, on or before March 1, 2023, to further extend the term of this Agreement for an additional two (2) year period, subject to the parties negotiating prior to March 1, 2023 the terms and conditions of employment mutually agreeable to both parties.
- B. In the event that either (1) the BOARD fails to elect to exercise this option by February 28, 2023, or (2) the parties fail to negotiate the terms of the contract by February 28, 2023, then this Agreement shall continue or terminate as provided for in Section 1.03 of this Agreement.

Section 1.03 Expiration of Term.

In the event that the parties to this Agreement do not enter into such a written extension agreement as referred to in Section 1.02 on or before February 28 of the initial or any extended term, then and in such event this Agreement shall be automatically renewed and extended on the same terms and conditions as then in effect on an annual basis unless either the BOARD or EMPLOYEE gives written notice to the other party by March 1 of the year in which the Agreement is to expire, that it is the expressed intention of that party that the Agreement terminate on the expiration date.

Section 1.04 At-Will Employee.

EMPLOYEE understands and agrees that EMPLOYEE serves at the pleasure of the BOARD and may be terminated at the will of the BOARD, subject to the provisions set forth in Section 5.02 of this Agreement. In like manner, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from the position of Chief Executive Officer, subject only to the provisions set forth in Section 5.02 of this Agreement.

**SECTION 2.0. DUTIES AND OBLIGATIONS OF EMPLOYEE**

Section 2.01 Duties.

- A. The BOARD hereby agrees to employ EMPLOYEE as Chief Executive Officer of YCH to perform the functions and duties as specified in the Job Description for the position of Chief Executive Officer, marked Exhibit "A", attached hereto and made a part herein by this reference, and to perform such other legally permissible and proper duties and functions as the BOARD shall, from time to time, assign to EMPLOYEE which are reasonably related to the position of Chief Executive Officer.
- B. EMPLOYEE shall report to and be responsible to the BOARD. EMPLOYEE will be responsible and will have full authority for the management of YCH, subject to and in accordance with the policies and direction set by the BOARD. The BOARD retains the right to alter the specific duties of EMPLOYEE; however, the duties will at all times be consistent with the position of a chief executive officer of a public housing authority.

Section 2.02 Devotion to Duties.

EMPLOYEE will faithfully perform the duties assigned to EMPLOYEE to the best of EMPLOYEE's ability during the employment term of this Agreement; provided, however, this provision shall not be interpreted or intended to prohibit EMPLOYEE from making passive personal investments in accordance with Conflict of Interest Laws and Regulations.

- A. EMPLOYEE shall not engage in any outside employment or consulting work, unless EMPLOYEE first obtains the express written approval from the BOARD. This shall not include the sale of private artistic works created by EMPLOYEE.
- B. EMPLOYEE is entitled to telecommute from home as necessary a minimum of two (2) days per month, or as permitted by YCH's policies, whichever is greater, provided that EMPLOYEE's telecommuting does not negatively interfere with EMPLOYEE's ability to perform her duties in a satisfactory manner.

Section 2.03 Relationship with Board.

EMPLOYEE shall perform said duties, subject to the directives of the BOARD. EMPLOYEE and the BOARD will engage in a complete and frank exchange of views and, shall be consulted on policy decisions. EMPLOYEE is obligated to present EMPLOYEE's views to the BOARD upon request in a timely manner and in a clear and precise manner. EMPLOYEE shall be responsible for the execution of policy and for carrying out other directives of the BOARD.

Section 2.04 Performance Evaluation Procedure.

The BOARD shall review and evaluate the performance of EMPLOYEE on an annual basis. Said review and evaluation shall be in accordance with specific criteria developed by the BOARD with

input from EMPLOYEE. EMPLOYEE, in consultation and with the approval of the BOARD, shall establish performance goals and objectives for the upcoming year. The criteria for EMPLOYEE's annual evaluation shall include consideration of EMPLOYEE's performance in accordance with EMPLOYEE's stated performance goals and objectives during the immediately preceding twelve-month period. The evaluation shall be performed by the BOARD. Any adjustment in salary as it relates to the annual performance evaluation shall be effective May 9th, unless otherwise mutually agreed by the parties.

### **SECTION 3.0. COMPENSATION OF THE CHIEF EXECUTIVE OFFICER**

#### Section 3.01 Annual Base Salary.

The BOARD agrees to pay to EMPLOYEE for services rendered by EMPLOYEE pursuant to this Agreement an annual base salary of One Hundred Fifty Six Three Hundred and Twelve Dollars and No Cents (\$156,312.00) commencing on May 9, 2018, calculated as an annual amount payable in equal installments at the same time and in the same manner as other employees of YCH are paid. During the remainder of the term of this Agreement, provided that EMPLOYEE's job performance is satisfactory to the BOARD, the BOARD, in its sole discretion, may increase EMPLOYEE's annual base salary by no more than four percent (4%) on November 20th of each year.

#### Section 3.02 Modification of Annual Base Salary.

The BOARD, in its sole and absolute discretion, may increase the annual base salary of EMPLOYEE by following the Performance Evaluation Procedure of Section 2.04. Any modification made to EMPLOYEE's salary shall be in the form of a written addendum to this Agreement.

#### Section 3.03 Cost of Living Adjustment.

Beginning on or after July 1, 2019, EMPLOYEE shall be entitled to receive and shall receive such cost of living adjustment(s) provided by YCH to its other management employees during the term of this Agreement, at the same rate accorded to said employees.

### **SECTION 4.0. EMPLOYEE BENEFITS**

#### Section 4.01 Generally.

Except as otherwise provided in this Section 4.0, EMPLOYEE shall be entitled to receive and shall receive all employee benefits provided by YCH to its management employees at the same rate accorded to said employees, including but not limited to, retirement benefits, health, dental and vision coverage, vacation leave, sick leave, and holidays, and shall be similarly compensated as provided by law for any unused accruals at termination of employment.

#### Section 4.02 Administrative Leave.

EMPLOYEE shall be entitled to receive one hundred (100) hours of paid administrative leave per year.

#### Section 4.03 Sabbatical Leave.

EMPLOYEE shall be entitled to a minimum of Forty (40) Hours and a maximum of Eighty (80) Hours of Sabbatical Leave during each Fiscal Year. Sabbatical Leave is a release from normal duties

reserved primarily for a period of research, academic activity or the development of agency materials. Submission of an Annual Report of Sabbatical Leave Activities to the BOARD Chair shall be a condition of Sabbatical Leave.

Section 4.04 Automobile Allowance.

EMPLOYEE shall use her own automobile for transportation. During the term of this Agreement, EMPLOYEE shall be entitled to receive an automobile allowance of Seven Thousand Two Hundred Dollars and No Cents (\$ 7,200.00) per year.

Section 4.05 Cell Phone Allowance.

During the term of this Agreement, EMPLOYEE shall be entitled to receive a cell phone allowance of Eighty-Five Dollars and No Cents (\$85.00) per month.

Section 4.06 CalPERS Service Credit Buy Back.

EMPLOYEE shall be entitled to receive up to Ten Thousand Dollars and No Cents (\$10,000.00) for the purchase by EMPLOYEE of 1.8 years of CalPERS Service Credit Buy Back. These funds may be paid out either in bi-monthly installments or in a lump sum depending on which method is in the best interest of YCH.

Section 4.07 Professional Dues and Subscriptions.

The BOARD agrees to pay for professional dues and subscriptions of EMPLOYEE necessary for EMPLOYEE's continuation and full participation in national and state housing YCH associations, subject to BOARD approval during YCH's annual budget.

Section 4.08 Expenses.

EMPLOYEE shall be entitled to reimbursement for all actual expenses incurred by EMPLOYEE in the performance of the duties of the Chief Executive Officer upon presentation of receipts indicating the amount and purpose thereof, and further provided that such expenses are in accordance with policies established from time to time by the BOARD and consistent with budget allocation adopted by the BOARD for that purpose during the term of this Agreement. Any such expenses of EMPLOYEE, not in the normal course of business or not set forth and approved in YCH's annual budget, shall be approved by the BOARD.

Section 4.09 Industry Organization.

- A. The BOARD hereby agrees to pay, in accordance with YCH's Travel Policy, travel and subsistence expenses of EMPLOYEE for official travel, meetings, and occasions to adequately pursue necessary official and other functions for YCH including, but not limited to, such national, regional, state and local government groups and committees which EMPLOYEE serves as a member, provided the BOARD has made provisions for such costs in the annual budget.
- B. The BOARD also agrees to pay tuition, travel and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for EMPLOYEE's development in carrying out her duties and responsibilities and for the good of YCH, provided the BOARD has provided for same in the annual budget.

#### Section 4.10. Modification of YCH Employee Benefits.

The BOARD, in its sole and absolute discretion, may increase the employee benefits of EMPLOYEE at such times and to such extent as the BOARD may determine. The BOARD shall annually review with the EMPLOYEE her on-the-job performance as Chief Executive Officer, and with a satisfactory performance, the BOARD may approve an increase in EMPLOYEE's benefits. In exercising its discretion, the BOARD shall act fairly and in good faith with EMPLOYEE. Any modification made to EMPLOYEE's benefits shall be in the form of a written addendum to this Agreement.

### **SECTION 5.0. RESIGNATION AND TERMINATION**

#### Section 5.01 Resignation.

In the event EMPLOYEE voluntarily and without the official request of the BOARD resigns the position of Chief Executive Officer before the expiration of this Agreement, EMPLOYEE shall give written notice to the BOARD at least sixty (60) calendar days in advance of the final date of employment, unless the parties otherwise agree. Such resignation shall not be deemed to be a "termination" within the meaning and context of the severance benefit provision of Section 5.02, and severance benefits shall not apply.

#### Section 5.02 Early Termination of Agreement.

##### A. Disability.

1. Subject to EMPLOYEE's rights under the provisions of the Americans With Disabilities Act and the Family and Medical Leave Act, if, for a period of four (4) successive weeks beyond any accumulated sick leave, or for twenty (20) working days over a thirty (30) day period beyond any accumulated sick leave, EMPLOYEE is permanently disabled or is otherwise unable to perform the duties of Chief Executive Officer because of illness, accident, injury, mental incapacity, or any other health or physical condition, the BOARD may, at its option, terminate this Agreement without any prejudice to EMPLOYEE's rights to disability benefits through the Public Employees Retirement System or Workers' Compensation. However, EMPLOYEE shall be compensated for any accumulated leave time and any other benefit for which EMPLOYEE is eligible.
2. For the purposes of this Agreement and any extension thereof, disability shall be determined by two (2) physicians licensed to practice medicine in the State of California, one of which shall be selected by EMPLOYEE or her duly authorized representative. The other physician shall be selected by the BOARD. In the event the two 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 physicians shall then select a third physician to review the matter. The physicians shall determine whether EMPLOYEE is able to perform the essential functions of the Chief Executive Officer position.

##### B. Termination for Cause.

1. The BOARD may terminate this Agreement, and any extension thereof, at any time for cause. The term "cause," as used in this Agreement, shall include but not be limited to, any of the following:

- a. Substantial neglect by EMPLOYEE of her duties, obligations, and responsibilities;
  - b. EMPLOYEE's willful disobedience of orders and/or directives of the BOARD;
  - c. Probable cause that EMPLOYEE has committed a felony;
  - d. EMPLOYEE being under the influence of alcohol or drugs during regular working hours, or otherwise while performing her duties;
  - e. A material violation by EMPLOYEE of any of the terms or conditions of this Agreement or any extension thereof;
  - f. Any other cause which would amount to a material breach of the terms of this Agreement, or any extension thereof, or would constitute a ground for dismissal under YCH's Personnel Rules as those rules now exist or are hereafter amended.
2. If the BOARD exercises its authority under this paragraph B of Section 5.02 to terminate the employment of EMPLOYEE for cause, that employment shall terminate on the effective date of the termination as specified by the BOARD. Once a final decision by the BOARD has been made to terminate the employment of EMPLOYEE, and notwithstanding the provisions of paragraph C of Section 5.02 below, EMPLOYEE shall be entitled to no further compensation beyond the effective date as established by the BOARD. EMPLOYEE shall not be entitled to the severance pay benefits described in paragraph D of Section 5.02. Prior to making this final determination, the BOARD shall first provide written notice to EMPLOYEE of the BOARD's intent to consider the possible termination of this Agreement, or any extension thereof, and the BOARD shall provide EMPLOYEE an opportunity to meet with the BOARD in closed session (if permitted by law) or in open session for the purpose of permitting EMPLOYEE to provide input to the BOARD prior to the BOARD making its final determination. The BOARD shall then make its final decision and provide notice of it to EMPLOYEE.
  3. The parties understand and agree that the authority to terminate this Agreement pursuant to this paragraph B of Section 5.02 is in addition to the BOARD's authority to terminate in accordance with paragraph C of Section 5.02 below. The BOARD reserves the authority to terminate for "cause" pursuant to either paragraph B or C of Section 5.02.

C. Termination for Convenience.

Notwithstanding the provisions of paragraph B of Section 5.02 above, this Agreement, and any extension thereof, may be terminated at any time for any reason, with or without "cause," by the BOARD, with at least thirty (30) calendar days prior written notice to EMPLOYEE of such intent.

D. Severance Benefits.

1. If EMPLOYEE is removed from the position of Chief Executive Officer and this Agreement, or any extension thereof, is terminated pursuant to paragraph C of Section 5.02, the amount of compensation to be paid EMPLOYEE shall be a sum equal to six (6) months' salary, as determined by EMPLOYEE's current salary rate at the effective date of termination, and all accrued, unused vacation, floating holiday, and administrative leave,

minus applicable federal and state withholding taxes. The parties agree that the payment of said amount shall constitute the only cash settlement to which EMPLOYEE will be entitled as a result of the termination of this Agreement, or any extension thereof, and shall satisfy any and all claims, rights, and causes of action of EMPLOYEE in any way arising out of her employment and/or terms of this Agreement, or any extension thereof.

2. Notwithstanding subparagraph 1 above, if there are less than seven (7) months remaining on the current term of employment as of the effective date of termination, the amount of compensation to be paid EMPLOYEE shall be equal to her salary for the remainder of the term of employment and all accrued, unused vacation, floating holiday, and administrative leave, minus applicable federal and state withholding taxes. The parties agree that the payment of said amount shall constitute the only cash settlement to which EMPLOYEE will be entitled as a result of the termination of this Agreement, or any extension thereof, and shall satisfy any and all claims, rights, and causes of action of EMPLOYEE in any way arising out of her employment and/or the terms of this Agreement, or any extension thereof.

## **SECTION 6.0. MISCELLANEOUS PROVISIONS**

### Section 6.01 Notices.

All notices under this Agreement shall be in writing and shall be deemed effective either upon personal delivery or, if sent by registered or certified mail, return receipt requested, addressed to the address of the party to whom such notice is to be given as follows:

- A. To EMPLOYEE, at her residence address as from time to time is maintained in the official records of the YCH.
- B. To YCH, addressed to the Chairperson of the Board, Board of Commissioners, Yolo County Housing, 147 W. Main Street, Woodland, CA 95695.

Any party may change the address to which notice is to be made by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. Notice shall be deemed served forty-eight (48) hours after deposit in the United States mail.

### Section 6.02 Indemnification.

To the extent permitted by law, YCH shall defend, save harmless and indemnify EMPLOYEE against any and all claims, costs, liabilities, damages or demands or other legal action, whether groundless or otherwise, arising out of or connected with any alleged act or omission occurring within the course and scope of EMPLOYEE's employment as Chief Executive Officer, for that period of time commencing November 20, 2006 and continuing until EMPLOYEE leaves the employment of YCH. YCH will compromise and settle any such claims or suit and pay the amount of any settlement or judgment rendered thereon. This indemnification does not apply to any act, action or omission arising out of the gross negligence or willful misconduct on the part of EMPLOYEE.

### Section 6.03 Severability.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 6.04 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 6.05 Attorneys' Fees.

Should any litigation be commenced between the parties concerning the rights and duties of either party in relation to this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to recover such reasonable attorneys' fees and court costs as are awarded by the court.

Section 6.06 Waiver of Breach.

The waiver by the BOARD or EMPLOYEE of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by any of the parties hereto.

Section 6.07 Public Records Act.

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

Section 6.08 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 EMPLOYEE, 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, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement will be effective unless it is in writing, signed and dated by the parties to be charged. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first set forth above.

**EMPLOYEE:**

LISA A. BAKER

By \_\_\_\_\_  
Lisa A. Baker  
Chief Executive Officer

**YCH:**

HOUSING AUTHORITY OF THE COUNTY OF YOLO

By \_\_\_\_\_  
Will Arnold, Chair  
Board of Commissioners of the  
Housing Authority of the County of Yolo

Approved as to Form:

By Hope P. Welton  
Hope P. Welton, Agency Counsel

Attest:

Julie Dachtler, Clerk  
Board of Commissioners of the  
Housing Authority of the County of Yolo

By Julie Dachtler  
Agency Clerk



Yolo County Housing  
Yolo County, California

Meeting Date: June 13, 2018

To: County Counsel ✓  
Yolo County Housing ✓

13.

Review, Approve and Adopt Resolution Adopting 2018 - 2019 Annual Operating Budget  
(Gillette, Holt, Baker)

Minute Order No. 18-21: Approved recommended action by **Resolution No. 18-06.**

MOTION: Neu. SECOND: Vanderford. AYES: Arnold, Johannessen, Neu,  
Vanderford. ABSENT: Barajas, Thomson.



## ***Yolo County Housing***

**Lisa A. Baker, Executive Director**

147 W. Main Street      Woodland: (530) 662-5428  
WOODLAND, CA 95695      Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

DATE:            June 13, 2018  
TO:              YCH Housing Commission  
FROM:           Lisa A. Baker, Chief Executive Officer  
                    Jim Gillette, Finance Director  
SUBJECT:       **Review and Approve Resolution Adopting FY 2018-2019 Annual Operating Budget**

### **RECOMMENDATIONS:**

That the Housing Commission:

- a) Review and, after making any modifications to the proposed budget, adopt the FY 2018-2019 budget for Yolo County Housing (YCH).
- b) Execute the attached HUD-52574 PHA Board Resolution Approving Operating Budget

### **BACKGROUND/DISCUSSION:**

#### **Budget Overview:**

As required by the HUD Asset Management Program (AMP) regulations, department heads, division managers and program managers were active participants in this budget process. Managers are responsible for baseline budgeting while Finance staff compiles this information into a comprehensive presentation. Finance staff actively worked with staff via email, telephone and individual meetings to develop the projections presented to you today. This is the eighth year of program staff involvement in budget preparation.

	FY2017-18 Current Budget					FY2018-19 Proposed Budget				
	Operating Revenue	Operating Expense	Operating Revenue Net of Operating Expenses	Other Income / (Expense), net	Net Change in Fund Balance	Revenue	Expense	Operating Revenue Net of Operating Expenses	Other Income / (Expense), net	Net Change in Fund Balance
101-Woodland (AMP 1)	1,259,559	1,267,121	(7,561)	20,000	12,439	1,282,567	1,279,101	3,467	-	3,467
102-Winters (AMP 2)	1,172,557	1,202,277	(29,720)	350,000	320,280	1,190,095	1,188,841	1,255	250,000	251,255
103-West Sac (AMP 3)	1,028,081	1,033,839	(5,758)	-	(5,758)	1,054,076	1,047,312	6,764	-	6,764
147-Admin Building	166,329	165,407	922	167,892	168,814	214,452	155,301	59,151	-	59,151
200-HCV Admin	1,135,032	1,220,531	(85,499)	-	(85,499)	1,140,560	1,213,605	(73,045)	-	(73,045)
200-Housing Assist (HAP)	11,580,464	11,548,800	11,664	-	11,664	11,601,000	11,599,000	2,000	-	2,000
251 - GTZ Vouchers	63,490	63,490	-	-	-	98,884	98,888	5	-	5
310-COCC	2,077,796	2,084,105	(6,309)	8,112	1,802	2,062,886	2,058,105	4,781	(2,077)	2,704
320-Helen Thomson (ADMH)	29,191	29,191	0	-	0	50,831	50,831	-	-	-
323-IGT House	TBD	TBD	-	338,000	338,000	TBD	TBD	-	-	-
400-New Hope Corporate	10,365	24,755	(14,390)	219	(14,171)	10,674	23,350	(12,676)	-	(12,676)
401-Cottonwood	352,484	332,533	19,951	25,000	44,951	356,200	341,888	14,312	179,018	193,330
501-Davis Migrant Ctr	424,701	429,056	(4,355)	-	(4,355)	430,784	430,784	-	48,000	48,000
502-Wadison Migrant Ctr	627,286	625,582	1,704	(0)	1,704	610,985	610,985	-	11,500	11,500
503-Rehrman Migrant Ctr	426,193	450,192	(23,999)	-	(23,999)	417,731	417,731	-	-	-
600-Davis Solar	46,285	67,846	(21,561)	-	(21,561)	57,602	51,610	5,992	-	5,992
700-Pacifico	229,503	229,503	(0)	-	(0)	210,047	210,047	-	-	-
991-ROSS Grant (2017-2019)	87,765	87,765	-	-	-	98,202	98,202	-	-	-
	<b>20,697,080</b>	<b>20,861,993</b>	<b>(164,913)</b>	<b>909,223</b>	<b>744,310</b>	<b>20,887,588</b>	<b>20,875,582</b>	<b>12,007</b>	<b>486,441</b>	<b>498,448</b>
NHDC (4xx) only	362,848	357,288	5,560	25,219	30,779	366,874	366,238	1,636	179,018	180,654
YCH without NHDC	20,334,232	20,504,705	(170,473)	884,004	713,531	20,520,714	20,510,344	10,370	307,423	317,798

**Significant Assumptions included in the Proposed Budget**

**Agency-wide**

- The budget excludes depreciation of approximately \$1,100,000.
- The table above shows net operating revenue exceeding expense as positive (for an increase to fund balance) and any excess cost over revenue as negative (for a decrease to fund balance).
- In an effort to show a true impact items that are not typical operating revenue or expense, revenue associated with costs shown on the balance sheet (rather than changes in fund balance statement) have been separated below the Net Operations Change in Fund Balance line on the individual budgets and the net amounts are included in the numbers shown in the preceding table. Positive amounts in these columns reflect an increase to fund balance and negative amounts reflect a reduction to fund balance.
- Salary and benefit costs shown throughout this budget reflect projected compensation plus employer costs for benefits (including increased costs for CalPERS retirement and OPEB prepayment contributions) and taxes.

**Real Estate Services**

- Across the portfolio, dwelling rent and other income are expected to increase slightly over these items in the current year budget. Differences for specific programs will be explained below.
- Based on known and projected increases in utility usage and rates, the costs included in the budgets have typically been projected to rise by 10% over the current year for water and 5% for electricity, gas, and sewer. The impact of energy efficiency upgrades made during 2018 have not been shown in the enclosed numbers in an effort to be conservative until actual impact of these improvements is realized.
- As approved by the Board in May 2017, energy and water conservation improvements have been installed at sites throughout the portfolio. Some of these upgrades were funded through reserves, while others were funded with equipment financing. The impact of any financing on the properties is discussed below.

### **Administration Building**

- Rental Income Commercial represents charges (currently at \$1.068 per sf) related to a lease with an unaffiliated chiropractor office. The rental rate under the chiropractor lease includes an annual COLA escalator.
- Space Rental Income which represents charges (blended rate for commercial and warehouse space) to the programs for space utilized. The rental rates charged to the programs are evaluated annually for reasonableness based on market rate and other factors. Though the rental rates have not been changed in this budget, the common-areas of the building are now being charged a pro-rata share to the programs that they serve so that there is sufficient income to maintain the property. This was not allowed under the CFFP financing we had received from HUD, however, YCH will be retiring the debt early. Early repayment of the remaining \$355,000 of debt on the building will be funded using available capital funds which will save approximately \$20,000 of interest over the next couple of years and improve the overall balance sheet for the Agency without impacting the ability to perform the capital improvement work outlined in the five-year capital plan. Therefore, staff anticipates this debt will be retired in June 2018.
- A new loan of \$140,000 for energy efficiency upgrades to the building (approved by the Board in 2017) would be the only debt remaining on this property after the first mortgage is repaid.

### **Central Office Cost Center (COCC)**

- Under the Asset Management model, the Central Office Cost Center (COCC) includes all administrative support functions, including the CEO, finance, facilities management, human resources, risk management, operations management, and any unbilled staff time for maintenance and IT services. To support the COCC operations, three types of fees are charged: Management fees, bookkeeping fees and asset management fees. In addition, fee for service income for maintenance and IT charges is anticipated for direct services provided

to the AMP's and other programs. COCC also receives management fees from migrant centers, Davis Solar Housing, Cottonwood, Pacifico, Helen Thomson Homes, and Capital Funds.

- Various fees charged to YCH programs will be eliminated on consolidation for the audited financial statements, which are shown separately in the attached budgets.
- Inception to date deferred developer fees earned by YCH (Eleanor Roosevelt Circle) were recognized in the FY 2014-2015 financials and are now shown as receivable balances on the Statement of Position (formerly known as the balance sheet) at year end. Any adjustments related to anticipated timing of these payments is expected to be minimal and therefore has not been budgeted in the attached schedules.

### **New Hope Community Development Corporation (NHCDC)**

- Beginning in FY 2016-2017 most of the social services and tenant programs are shown as components of New Hope CDC in order to highlight these activities and facilitate fundraising efforts.
- Inception to date deferred developer and management fees earned by New Hope CDC (Cesar Chavez Plaza, Rochdale Grange, and Crosswood Apartments) were recognized in the FY 2014-2015 financials and are now shown as receivable balances on the Statement of Position (formerly known as the balance sheet) at year end. Any adjustments related to anticipated timing of these payments is expected to be minimal and therefore has not been budgeted in the attached schedules.

### **Program Summaries**

#### **LIPH (AMPs: Woodland, Winters, and West Sacramento):**

- Dwelling rents from tenants are projected based on the current year actual results and are expected to increase slightly over the FY 2017-2018 budgets.
- With the continued low levels of operating subsidy and capital fund allocations from HUD, meeting continually increasing operating costs for utilities and maintenance expenses remains very challenging. Both operating subsidy and capital fund allocations are projected to be consistent with actual funding levels received during the current year. Any further subsidy reductions would likely result in decreased staffing and directly impact performance and long-term viability of the properties.
- Capital Funds:
  - YCH receives a capital fund allocation that varies annually, based on Congressional appropriations. The CFP authorized for 2018 was \$1,159,652, which is more than \$350,000 higher than expected. These additional funds will be combined with

remaining funds in the other capital fund grants will be used to expedite some of the needs identified in the 5-year capital plan.

- The 2018-2019 budget includes capital fund draws from the 2015 through 2018 capital funds. Capital Grants are earmarked for some operational costs and various capital projects, as well as CFP income, which are included in the individual AMP, Admin Building, and COCC budgets. The actual amount expended is determined by the actual timing of work performed, which may be increased or decreased significantly by the availability of additional capital funds for larger projects.
- The transfer in of operating funds (part of the capital fund program) can be directed to the AMPs as needed each year based on need. The majority of this income is typically directed toward West Sacramento to help subsidize the lower rents from its senior tenants.
- Capital Grants must be expended within four years of receipt therefore funds from more than one grant year may be expended and earned in any fiscal year. During the 2018-2019 fiscal year, the majority of the capital projects planned relate to ADA upgrades in Winters.
- Leasing costs for energy and water improvements, as noted above, are shown as expenses in the budgets with the offsetting HUD operating subsidy funding to cover the financing costs for these improvements shown as revenue. The exact amounts and timing of this funding is subject to revision as we finalize the EPC contract with HUD and as utility rates fluctuate.
- The play structure in Winters had become unsafe and had to be removed earlier in the year. A replacement structure is anticipated to cost approximately \$50,000 which is expected to be funded with \$25,000 from cash reserves at the property (currently at approximately \$400,000); staff will be seeking additional revenue from other sources as a match.

#### **Helen Thomson (ADMH) Homes:**

- These homes are owned by YCH and used by County Health and Human Services (HHSA) to run one of their programs. Based on the agreement with the County, all operating costs and approved capital improvement needs are reimbursed by the County. During the year, staff anticipates replacing dilapidated flooring and a water heater for an estimated cost of \$15,000, assuming these expenses are approved by the County.

#### **IGT House:**

- Similar to the Helen Thomson Homes, this house is owned by YCH and used by ~~Count~~ County Probation to run one of their programs. We are in the process of negotiating the agreement with the County, therefore approval of the budget for this program will be presented at a future date for approval.

### **Cottonwood Meadows Senior Apartments:**

- Because the rental rates were not sufficient to fund necessary replacement reserves needed to cover the immediate capital needs of the property, a rent increase, coupled with an internal subsidy based on income to ensure current tenants are not displaced by the higher rental rates, was approved by the Commission in April 2017. Based on this change, the net increase in annual revenue for FY 2018-2019 is projected to be just under \$20,000.
- Some of the additional revenue from the higher affordable rents will be placed into a replacement reserve to fund near-term capital improvement needs, such as roof and siding replacement. Current funding level into this reserve is \$2,500 per month.

### **Migrant Housing (Davis, Madison, and Rehrman/Dixon Migrant Centers)**

- The Migrant Centers continue to operate at or near 100% occupancy and provide seasonal housing to approximately 232 families each year.
- The operating budgets for the migrant program were approved by OMS in May 2017 for 2 years (FY 2018-2019 through FY 2018-2019). These negotiated budgets are reflected in the enclosed numbers for each center. These budgets are consistent with prior years with only small increases in overall operating costs.
- The site and ADA improvement work done at the Davis Migrant Center during the year was partially funded by replacement reserves controlled by USDA-RD. Under the loan agreement between OMS and USDA-RD, once these replacement reserve funds dip below the minimum threshold, then OMS is required to fund \$48,000 per year into this fund until replenished. A separate staff report and resolution has been presented to amend the YCH contract with OMS related to this adjustment.

### **Davis Solar Housing**

- This is a self-sustaining program with no government subsidy which YCH manages for a fee of approximately \$7,500/year.
- Over the last few years, costs of this program have exceeded income by over \$7,000 per year. To address this problem, the Commission approved a plan to increase rents over a five-year period starting in 2017. The projected revenue in the budget reflects this increase.

### **Housing Assistance (HCV Program) Administration**

- Continuous market rent increases adversely impact costs to both voucher families and YCH operations in the HCV program including average monthly costs for housing assistance payments. Absorbing these higher costs has not been met with a higher level of funding from HUD, requiring staff to stop or limit issuance of new vouchers since February 2016 in order to maintain families under lease. Unfortunately, the tight rental market and above-FMR rent

increases will continue to affect both voucher families and YCH operations. Currently, there are 1,412 families under lease as of May 2018.

- Funding for the administrative costs of this program is based on the number of vouchers under lease as of the first day of each month. Total vouchers under lease is impacted by three (3) major factors: 1) total funding appropriated for housing assistance; 2) current market costs for rental housing; and 3) income of participants. As rental rates rise, wages remain stagnant and benefit income remains stagnant or decreases, assistance payments rise. Federal funding has not risen to meet these market conditions. Therefore, the total number of vouchers YCH is able to lease has decreased over the last couple of years. Because of this, there are fewer vouchers under lease as of the first of each month. In addition, the federal government continues to pro-rate the administrative fees to a percentage lower than what is specified in the contract. Therefore, the funding for these administrative costs for the program has shrunk by 11% or \$137,687. The investment in efforts being made to increase participation in the program caused by a tight rental market will help improve funding for administrative costs. These efforts include applying for additional vouchers as available - such as VASH for homeless veterans, FUP for family unification and 811 Mainstream for formerly institutionalized populations. The work of the new Lease and Rental Coordinator can also assist landlords to better understand the value of our programs to them.
- Staff is also exploring options to enable the program to assist more families at a lower cost per household over time. These changes will be reflected in the updated Administrative Plan and ACOP documents to be presented to the Commission later in the year.

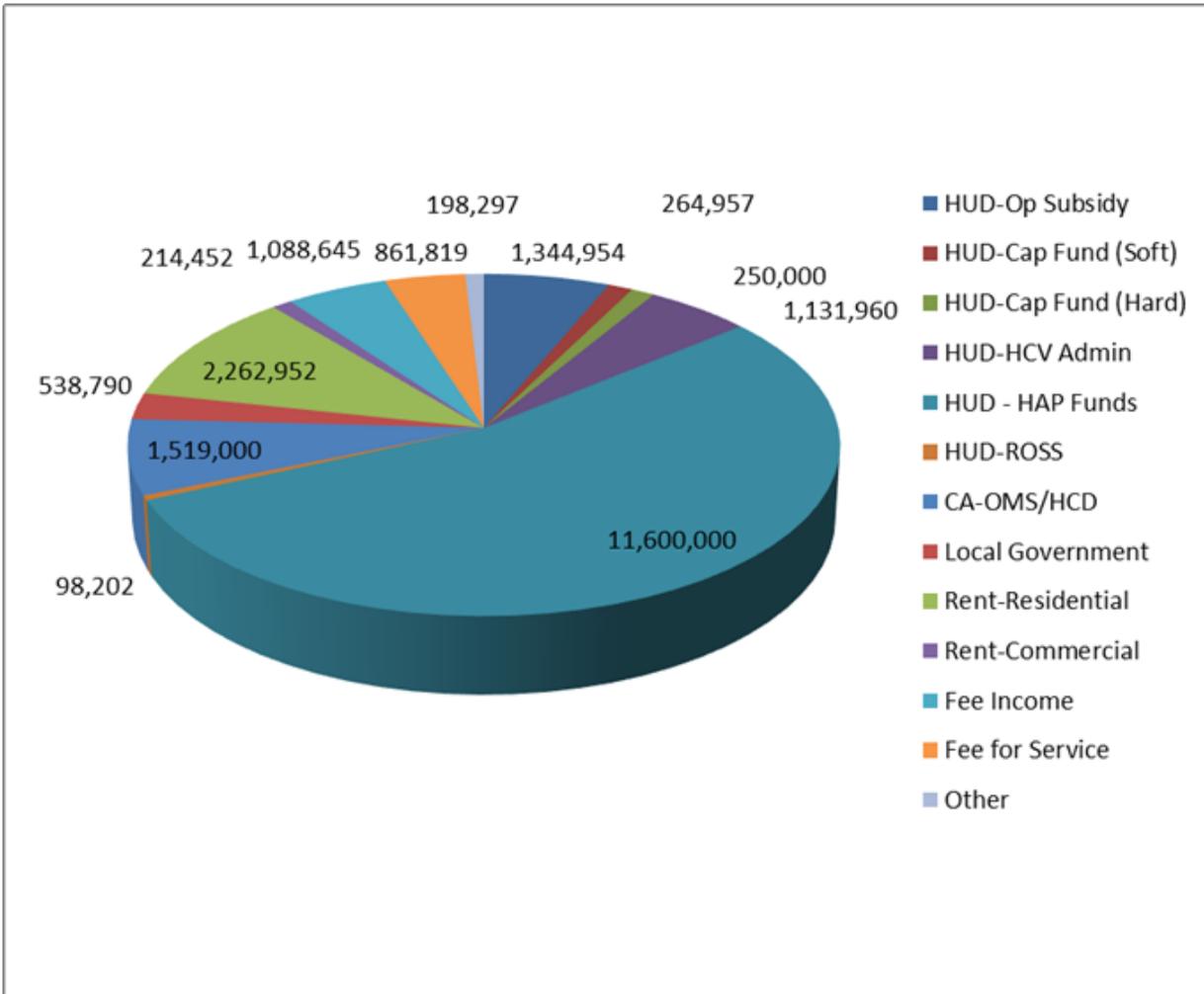
#### **Housing Assistance (HCV HAP) Payments:**

- As noted above, the increase in voucher costs driven by rental rate increases has forced YCH to reduce the number of outstanding vouchers and shrink the program. Staff is working directly with landlords to help stabilize rents and increase participation in the program. This, coupled with the use of \$200,000 in HUD Held Reserves (HHR) and expected higher HAP funding levels, will allow the program to assist more families over the next year.
- Typically, the funding for this program is based on the actual voucher costs incurred during the prior year with some proration applied. Any additional shortfall from the funding and HHR could be covered with a one-time contribution of administrative reserves with a current balance of under \$500,000.
- Staff expects to issue additional vouchers based on the expected funding level over the next few months to grow the program and serve more families through the remainder of the calendar year.

#### **Conclusions:**

Although HUD funding remains uncertain due to ongoing Federal budget issues, staff has attempted to be very conservative in its revenue projections and very tight in projecting costs. When more

definitive information is received from HUD in late 2018 or early 2019, these budgets will need to be revisited during the mid-year budget reallocation process.



<b>Funding Sources</b>		
HUD-Op Subsidy	1,344,954	6%
HUD-Cap Fund (Soft)	264,957	1%
HUD-Cap Fund (Hard)	250,000	1%
HUD-HCV Admin	1,131,960	5%
HUD - HAP Funds	11,600,000	54%
HUD-ROSS	98,202	0%
CA-OMS/HCD	1,519,000	7%
Local Government	538,790	3%
Rent-Residential	2,262,952	11%
Rent-Commercial	214,452	1%
Fee Income	1,088,645	5%
Fee for Service	861,819	4%
Other	198,297	1%
<b>Total</b>	<b>21,374,029</b>	<b>100%</b>

**Attachments:**

HUD Budget Resolution (HUD-52574)  
Goals & Objectives  
FY2018-2019 Budget Detail

**PHA Board Resolution**

U.S. Department of Housing

OMB No. 2577-0026

Approving Operating Budget  
Urban Development  
(exp. 04/30/2016)

and

Office of Public and Indian Housing -  
Real Estate Assessment Center (PIH-REAC)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name:  Housing Authority of the County of Yolo  PHA Code:  CA044

PHA Fiscal Year Beginning:  July 1, 2018  Board Resolution Number:  18-06

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

Operating Budget approved by Board resolution on:  
 June 13, 2018

Operating Budget submitted to HUD, if applicable, on: \_\_\_\_\_

Operating Budget revision approved by Board resolution on: \_\_\_\_\_

Operating Budget revision submitted to HUD, if applicable, on: \_\_\_\_\_

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

**PHA Board Resolution**

Approving Operating Budget  
**Urban Development**  
(exp. 04/30/2016)

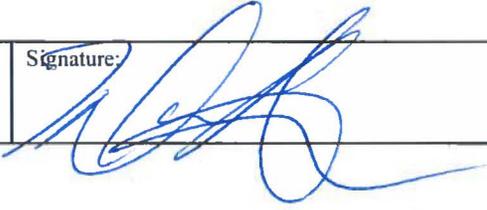
**U.S. Department of Housing**

OMB No. 2577-0026

**and**

Office of Public and Indian Housing -  
Real Estate Assessment Center (PIH-REAC)

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:  Will Arnold	Signature: 	Date: 09/13/18
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**YCH Housing Commission  
Operational Goals and Objectives by Division and Fund  
FY 2018-2019 Budget**

**Real Estate Services:**

**Funds 101, 102 & 103 – Low Income Public Housing (AMPs)**

**Status Update on LIPH Goals & Objectives for 2017-18**

- Maintain High-Performer Status and Metrics:

**Maintained status annually since FY 2015.**

- Implement HUD Smoke-Free Housing Rule at all rental properties by July 31, 2018.

**RES is currently in the process of preparing and educating the residents about the rules involved with the Smoke-free initiative. We offer services for those who are seeking to quit smoking and working with interested residents to create designated smoking areas. We are on track with our project implementation timetable and on schedule for a July 2018 implementation.**

- Expand camera surveillance system throughout public housing properties to include Donnelly Circle in Woodland and property entrances at El Rio Villas in Winters. Surveillance at Las Casitas and Riverbend Manor in West Sacramento will be implemented as funding allows.

**The camera systems at the property entrance to El Rio Villas and Las Casitas has been installed and are operational. With funding approval, Riverbend Manor will be scheduled for installation Fall of 2018. Woodland Police Department and YCH executed an MOU for the installation of a camera for Donnelly Circle where activity will be monitored in cooperation with Woodland PD enhancing security for resident families and property. The MOU gives YCH the ability to review all footage and requires YCH approval prior to any media release.**

- Complete purge of public housing waitlist by December 2017.

**The purge was completed in March 2018.**

- Reduce average lease-up time from 8 days to 6 days.

**YCH is currently averaging 15 days. This is due to staff vacancy in the eligibility position and the learning curve time for training new staff. Limited maintenance staff due to unforeseen circumstances has negatively impacted the unit turn process over the last 6 months.**

**LIPH Goals for FY 2018-19**

- Maintain High-Performer Status and metrics.
- Create a tree management program which will ultimately grant us the ability to monitor the

date of when trees are trimmed, manage the removal of diseased and dead trees and ultimately lower costs on the tree trimming budget line.

- Review playground installation and current status: create long-term plan for replacement.
- Relocate the AMP I (Yolano, Donnelly, Yolo and Knights Landing) property manager office from the administrative office to Lemen Avenue across from Yolano Village.
- Implement weekly, monthly and quarterly property inspections protocols including using technology for inspections and tracking.
- Install camera located at the Donnelly property by the Woodland PD through a joint MOU agreement.

### **Fund 320 – Helen Thomson Home**

- Update Physical Needs Assessment (PNA) to start addressing capital improvement needs.

**PNA completed and current needs being discussed with HHSA staff for inclusion in the FY 2019 budget.**

### **Fund 323 – (IGT) House**

#### **Status Update on IGT House Goals for 2017-18**

- Identify and purchase suitable home for this program.

**YCH purchased a home for the program in December 2017 and completed rehabilitation work in February 2018. After a successful neighborhood outreach with minimal opposition from neighbors, Our partnership with the County of Yolo has successfully moved in five individuals.**

#### **IGT House Goals for 2018-19**

- Complete MOU and Implement “Rent Ready Curriculum”.

### **Fund 401 – Cottonwood Meadows Senior Apartments**

#### **Status Update on Cottonwood Meadows Goals from FY 2017-18**

- Update property management standard operating procedure guidelines based on updated YCH policies.

**We are currently in the process of approving an updated revision of our public housing ACOP. Once completed, we will be using elements of the ACOP to institute new, yet consistent, operational policies and procedures to help the staff better manage the**

**waitlist, applications process, move in procedures, inspections, resident issues, and the grievance process.**

- Implement HUD Smoke-Free Housing Rule at all rental properties by July 31, 2018.

**As stated for LIPH, we are currently in the process of preparing and educating the residents about the rules involved with the Smoke-free initiative. Offering services for those who are seeking to quit and working with interested residents to create designated smoking areas.**

#### **Cottonwood Meadows Goals for FY 2018-19**

- Obtain welfare exemption for property taxes on the 33 restricted units at the property.
- Complete stairway repairs and replace two (2) stairwells at the site as grant funding allows.
- Rehab management office layout for better functionality and aesthetics.

#### **Fund 600 – Davis Solar Housing**

##### **Status Update on Davis Solar Housing Goals for 2017-18**

- Partner with UC Davis on energy upgrade program using a Davis Solar residence.

**UC Davis has completed the Energy upgrades in one unit which included state of the art economical cooling system, low flow toilets, aerator replacement, and low flow shower heads. UC Davis will be monitoring the impacts to energy efficiency using a variety of modalities including remote sensors.**

##### **Davis Solar Housing Goals for 2018-19**

- Evaluate needed improvements based on PNA in coordination with available funding.
- Continue with the approved rental increases. YCH is currently in the second year of the approved rental increases. In fiscal year 2018, staff moved in two new families at the approved rental rate of \$770/month.

#### **Fund 700 – Pacifico Cooperative Community**

##### **Status Update on Pacifico Goals for FY 2017-18**

- Update property management standard operating procedure guidelines.

**In progress with focus on three important aspects of our housing policy with**

**concentration on wait list management, eligibility processes, and lease execution. Once this has been finalized these items will be a central part of the new standard operating procedures.**

- Implement updated applicant criteria.

**The updated application criteria has been completed, approved and implemented.**

- Continue to work with residents in a cooperative community setting.

**The continuation of the resident meetings and constant communication about issues and concerns has added to the sense of community. Furthermore, the installation of security cameras has added to improved safety and security of the property. Since the cameras have been added issues of theft, vandalism, and unauthorized tenants have decreased significantly.**

#### **Pacifico Goals for FY 2018-19**

- Design and establish updated designated smoking area for residents.
- Safety and security protocols to be introduced and reinforced through resident meetings and possible training sessions.
- More focus on rent collection processes that will reduce and/or eliminate delinquency.
- Paint and rebrand Pacifico.
- Continue to update property management standard operating procedure guidelines.

#### **Housing Assistance (Includes Fund 200):**

##### **Fund 200 – Housing Choice Voucher Program**

##### **Status Update on HCV Goals from FY 2017-18**

- Maintain 98% lease up in the budget year (combined between tenant-based HCV and project-based vouchers).

**This goal was reached.**

- Evaluate opportunities to apply for Family Unification (FUP) vouchers and for additional vouchers to serve homeless veterans through the Veterans Affairs Supportive Housing (VASH) program.

**Five Tenant-Based VASH vouchers were awarded this fiscal year. Applying for additional vouchers to expand service to families such as Family Unification Program (FUP) and Mainstream Vouchers remains a goal.**

- Continue promoting the Voucher Homeownership Program. Staff will continue marketing this program to qualified voucher holders, as well as to partner with the participating cities during the year.

**Staff continues working with families that have expressed interest in transitioning from the HCV Tenant-Based assistance to HCV Homeownership. One family is in the final stages of obtaining a loan.**

- Through outreach and marketing, staff will attract new owners to participate in the Agency's Housing Choice Voucher program. Tools to reach this goal and to show value added service will include recruitment, providing landlords with the opportunity to advertise and update the availability of their rental units and maintain the Landlord Access Program.

**New landlords have entered into Housing Assistance Payment contracts and YCH continues its efforts to attract more landlords. A Lease and Rental Coordinator position was created to expand landlord outreach, recruitment and retention.**

- Implement Tenmast modules (Tendocs, Tenant Portal, etc.) to improve efficiency and maximize tenant engagement in the process as these systems become available.

**This is an ongoing goal. The software contractor was acquired by another company (MRI); this change in addition to software changes have delayed the implementation of Tendocs and Tenant Portal.**

### **Housing Assistance Goals for FY 2018-19**

- Maintain High-Performer status.
- Evaluate opportunities to expand voucher portfolio and apply for Family Unification Program (FUP) vouchers, Mainstream vouchers for families who are homeless or at risk of being homeless, and for additional vouchers for homeless veterans through the Veterans Affairs Supportive Housing (VASH) program.
- Continue promoting the Voucher Homeownership Program. Staff will continue marketing this program to qualified voucher holders, as well as continuing to partner with the participating cities during the year.
- Expand outreach and marketing to attract new owners to participate in the Agency's Housing Choice Voucher program. Utilize the Lease and Rental Coordinator position to promote value-added services for participating and new landlords in the tight rental market. YCH will continue providing landlords with the opportunity to advertise the availability of their rental units at no cost, and will maintain the Landlord Access Program.
- Implement Tenmast modules (Tendocs, Tenant Portal, etc.) to improve efficiency and maximize tenant engagement in the process as these systems become available.

- Evaluate opportunities to expand the Family Self-Sufficiency program and obtain funding for the program.
- Purge the Housing Choice Voucher (HCV) and Project Based Voucher (PBV) wait lists to improve the lease-up success rate.

## **Facilities (Includes Capital Fund, USDA and OMS)**

### **Status Update on Facilities Goals from FY 2017-2018**

- Complete El Rio Villas west water well replacement and abandonment of the old west water well.

#### **To be completed by July 2018.**

- Complete ADA site and building improvements at Davis and Madison migrant centers funded by OMS

#### **To be completed by July 2018.**

- Complete El Rio Villa II and IV ADA site improvements.

#### **In the design phase, goal will continue into FY 2019.**

- Complete design phase of ADA site improvements at Yolo and Knights Landing

#### **To be completed by July 2018.**

- Complete design phase of septic system lift station repairs and improvements at Yolo site

#### **Still in progress and will continue into next fiscal year goals.**

- Oversee energy retrofits and solar installation projects.

**Lighting upgrades completed May of 2018. Water savings upgrades estimated completion date June of 2018. Solar installation upgrades in progress.**

### **Facilities Goals for FY 2018-2019**

- Complete El Rio Villa II and IV ADA site improvements.

#### **Completion of ADA improvements by April 2019.**

- Complete design phase of septic system lift station repairs and improvements at Yolo site

#### **Completion by December 2018.**

- Oversee energy retrofits and solar installation projects.

#### **Solar installation upgrades in progress with anticipated completion September 2018.**

- Request for Proposals (RFP) and initiate agreement for painting contractor and landscape maintenance.

#### **Completion by December 2018.**

## **General Management**

### **Status Update on General Management Goals for FY 2017-18**

- Implement online training platforms for staff in worker safety, risk management, tenant services, and program service certifications (Housing Specialist, Property Management, etc.).

**Completed December 2018 using Target Solutions, Bickmore Risk Consulting, HTVN, and internal documentation processes.**

- Select and implement virtual HR information system software to improve recruitment, onboarding, communication, and performance feedback.

**Completed August 2017 with ongoing exploration of use of BambooHR performance feedback systems.**

- Expand youth programming opportunities throughout the portfolio.

**Opened Computer Learning Centers (CLC) for youth on four large campuses across portfolio. Coordinators at CLC's have implemented reading, homework, art, science, and other educational programs to youth including quiet areas for reading. Client Services staff continue to explore opportunities to expand educational programs for youth through partnerships.**

- Create job trainee opportunities within the portfolio for YCH demographic.

**Staff expanded partnerships with the WIOA program to offer youth work experience and training opportunities. On-site training programs in the field of maintenance support is being explored.**

### **General Management Goals for FY 2018-2019**

- Develop and implement Rent Ready Curriculum to assist program participants with improved access to affordable housing and maintaining tenancy.
- Implement programs on-site at public housing campuses through partnerships such as public radio station, robotics program, recreation programs, and expansion of CLC activities.
- Identify and apply for grant opportunities expanding the YCH voucher portfolio and programs such as Mainstream, Family Unification Program, FSS and VASH.



## **Central Office Cost Center/General Fund (Fund 310):**

### **Community Development**

#### **Status Update on Community Development Goals from FY 2017-18**

- Work with the City of Davis to create a viable development concept for the 1212 L Street lot owned by YCH.

**This project has not yet moved forward.**

- Work with the City of Davis to revise the development plan for Pacifico/Symphony rehabilitation at a lower cost than originally projected.

**YCH is in discussions on a possible development scenario with the City of Davis**

- Complete the 6 Esparto lots

**YCH has completed the lot split from 3 to 6 lots, received County approval and is in the process of finalizing the tract map. YCH has selected a partner to produce and sell the completed manufactured product.**

- Build out 180 W. Beamer

**Construction well underway with estimated date of completion and occupancy in 2018.**

- Continue to work on the development of the Training Center and community room for Yolano-Donnelly and surrounding neighborhoods

**Funding for this project continues to be a challenge. At this time, staff is working to rehabilitate an existing structure to serve as an interim facility while continuing to search for funding.**

- Complete the purchase, rehab and implementation of the IGT “Step Down” House for formerly incarcerated.

**Work has been completed and home is occupied.**

#### **Community Development Goals for FY 2018-19**

- Complete RAD application to HUD in July 2018. This will formally begin the conversion planning and implementation process.
- Work with the City of Davis to finalize the development plan for Pacifico/Symphony rehabilitation.
- Complete the 6 Esparto lots.
- Look for other potential development partnership opportunities to build affordable housing throughout the County.
- Continue to work with the cities and the county on joint partnerships for improved family outcomes.

## **Data Management/IT**

### **Status Update on IT Goals for FY 2017-18**

- Complete phase III of SmartSearch implementation for electronic invoices by June 2018. This phase will involve data validation of 2 fields (active account code and vendor name) between SmartSearch and Tenmast, which is the last large hurdle before direct upload of data between the systems can be accomplished (Phase IV).

**Project on hold until after new MRI (purchased Tenmast Software) accounting system is in place.**

- Full implementation of TenDocs electronic document filing system for HCV and Real Estate Services related to applications and other operational documents by December 2017.

**Project on hold until after new MRI (purchased Tenmast Software) accounting system is in place.**

- Initial design of Tenmast and SmartSearch system integration for HCV and Real Estate services documents based on evaluation of Alameda County system in 2018.

**Project on hold until after new MRI (purchased Tenmast Software) accounting system is in place.**

- Implement the Tenmast tenant portal by the end of 2018.

**Project on hold until after new MRI (purchased Tenmast Software) accounting system is in place.**

- Once tenant portal has been implemented, a kiosk system in the administration building lobby for self-help applications, application changes, rent payments, and general YCH information to be installed by June 2018.

**Project on hold until after new MRI (purchased Tenmast Software) accounting system is in place.**

### **IT Goals for FY 2018-19**

- Upgrade IT infrastructure to address issues noted and recommendations from M&I Technologies during 2019.
- Assuming adequate funding is available, AV system upgrades for large conference rooms to be installed in 2019.
- Evaluate options for new system for managing goals and objectives which will improve tracking and reporting capabilities.
- Begin to assess telephone replacement systems to resolved cyber security issues.

## **Finance and Grants Management**

### **Status Update on Finance Goals for FY 2017-18**

- Complete monthly financial statement and issue internal monthly financial statement packages on a regular basis within 30 days of the end of each month by December 2017.

**New MRI (parent of Tenmast Software) accounting system is expected to address some of the reporting challenges. The initial reporting format for this project will be completed in July 2018.**

- Finalize synchronization of general ledger and FDS account structure at YCH with that utilized by the auditors to allow regular reporting in the same financial statement structure as the audit reports by June 2017.

**Final portion of this project to be completed in June 2018.**

- Implement new time reporting system to incorporate more detailed program billing structure and more efficient payroll processing by January 2018.

**Went live on system in January 2018. Various reporting and processing refinements nearing completion.**

- Administer Intergovernmental Agreements with County of Yolo, cities of Winters and Davis to meet timely funding and project milestones during the fiscal year.

**Goal met.**

- Develop an improved grants management invoicing system that interfaces with the time reporting and Tenmast systems by Spring 2018.

**Initial system in place. Further refinement for efficiencies and more timely invoicing to continue through 2019.**

- Write two new grants in relation to housing and community development opportunities to help low income individuals by Spring 2018

**Ineligible during the year due to State 50% spend-down rule not yet met for existing projects (Westucky and Esparto II).**

- Finalize plan for rebranding/marketing of YCH and New Hope programs by December 2017. This will include the reintroduction of the quarterly e-newsletter and planning for special events promoting both YCH and New Hope.

**Due to other competing priorities, this project has been deferred until 2020.**

**Goals for FY 2018-19**

- Issue internal quarterly financial statement packages on a regular basis within 30 days of the end of each quarter end beginning in 2019.
- Write two new grants in relation to housing and community development opportunities to help low income individuals in 2019.
- Bring solar farm power generation and related tenant billing processes on line concurrent with completion of construction by December 2018.
- Finalize plan for RAD conversion of public housing assets in 2019.
- Realign intergovernmental agreements with County of Yolo, City of Davis, and City of Winters to address new and/or revised projects, programs, and updated billing rates.