

# Yolo County Housing Yolo County, California

October 25, 2017

## MINUTES

The Yolo County Housing met on the 25th day of October, 2017, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 4:00 p.m.

Present: Will Arnold; Angel Barajas; Mark Johannessen; Pierre Neu; Helen Thomson; Karen Vanderford

Absent: Jennifer Wienecke-Friedman

Staff Present: Hope Welton, Agency Counsel  
Janis Holt, General Director (subbing for CEO Lisa Baker)  
Lupita Ramirez, Clerk

### CALL TO ORDER

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

Minute Order No. 17-44: Approved agenda as submitted.

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

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. 17-45: Approved Consent Agenda Item Nos. 4-13.

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

4. Approval of Minutes from the meeting of August 23, 2017

Approved the minutes from the meeting of August 23, 2017 on Consent.

5. Review, Approve and Adopt a Resolution Honoring the Yolo Food Bank for its Participation in the Drought Food Assistance Program (Baker, Holt)

Approved **Resolution No. 17-13** on Consent.

6. Receive and File Correspondence from the U.S. Department of Housing and Urban Development (HUD) Quality Assurance Division (QAD) Regarding its Rent Reasonableness Remote Review (holt, Jimenez-Perez)

Approved recommended action on Consent.

7. Review and Approve the Management Unit Collective Bargaining Agreement (Baker, Holt)

Approved **Agreement No. 17-05** on Consent.

8. Review and Approve Assignment of Preference Points in the Admissions and Continued Occupancy Plan (ACOP) for Displacement to Conform to other YCH programs (Holt)

Approved recommended action on Consent.

9. Review, Approve and Authorize the Write-Off of Quarterly Uncollectible Debt in Accordance with the Adopted Accounts Receivable Charge-Off Policy (Gillette, Dogias)

Approved recommended action on Consent.

10. Review, Approve and Adopt a Resolution Updating the YCH Resident-Citizen Participation Plan in Accordance with Requirements of the Affirmatively Furthering Fair Housing Rule (Baker, Holt)

Approved **Resolution No. 17-14** on Consent.

11. Review and Approve a One Year Extension of Fair Housing Agreement with Legal Services of Northern California and Authorize the CEO to Execute (Baker, Holt)

Approved **Agreement No. 17-06** on Consent.

12. Receive and File Unaudited Financial Statement for Fiscal Year Ending June 30, 2017 (Gillette, Baker)

Approved recommended action on Consent.

13. Review and Approve Contract Award to S.W. Allen Construction for the Davis Migrant Center Americans with Disabilities Act (ADA) Improvements and Authorize the CEO to Execute (Ichtertz)

Approved recommended action on Consent.

## PRESENTATIONS

14. Presentation of a Resolution to the Yolo Food Bank for its Participation in the Drought Assistance Program (DFAP)

Janis Holt, General Director, presented the resolution to the Yolo Food Bank.

15. Presentation of New Computer Learning Center Staff: Olivia Ayala (Crosswood), Alysia Castillo (El Rio Villas), Jennifer Mitchell (Las Casitas), Aren Scardaci (Yolano-Donnelly)

Janis Holt, General Director, presented new Computer Learning Center Staff.

## REGULAR AGENDA

16. Review, Approve and Authorize YCH to Apply to the List for the Rental Assistance Demonstration Program (RAD) and Explore Options to Improve the Financial Position of its Public Housing Stock (Baker, Gillette, Holt, Dogias, Ichtertz)

Minute Order No. 17-46: Approved recommended action.

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

17. Review, Approve and Authorize the CEO on behalf of YCH to Participate in the Statewide Moving to Work Initiative (MTW) and to Participate in Future MTW Opportunities that May Become Available (Baker, Gillette, Holt)

Minute Order No. 17-47: Approved recommended action.

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

18. Receive comments from General Director Holt

General Director Holt referred to an article written by CEO Lisa Baker in the Journal of Housing & Community Development titled, "Walls & Bridges - Inside the Neuroscience of Implicit Bias." She also referred to a book given to each Commissioner titled, "What Matters: Investing in Results to Build Strong, Vibrant Communities." She also provided an update on the progress of the new MHSA Housing Project going up at 10 N. Cottonwood (formerly 180 W. Beamer) and encouraged Commissioners to drive by and take a look. Ms. Holt mentioned the film series on Saturday, November 4, 2017 at the Veterans Memorial Theatre called "I Am Your Neighbor: A Tale of Two Cities" but that it also was recently held in West Sacramento. An update on the water well was provided as well. 'Getting to Zero' Quarterly Report by the Davis Pathways to Permanent Supported Housing was provided to each member. Letter was recently sent to HUD for more VASH Vouchers for Yolo County. And lastly, Esperanza Crossing Phase II in Esparto has recently housed several families, so that is good news.

19. Receive comments from Commissioners

There were no comments from the Commissioners.

### CLOSED SESSION

20. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Reyes v. Yolo County Housing (Yolo Superior Court CV17-1347)

**ADJOURNMENT**

Next meeting is December 6, 2017

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Mark Johannessen, Chair  
Yolo County Housing

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Julie Dachtler, Clerk  
Yolo County Housing

# YOLO COUNTY HOUSING

## AGENDA

### REGULAR MEETING

October 25, 2017

4:00 p.m.



**YOLO COUNTY HOUSING**  
HOUSING COMMISSION

WILL ARNOLD  
ANGEL BARAJAS  
MARK JOHANNESSEN  
PIERRE NEU  
HELEN MACLEOD THOMSON  
KAREN VANDERFORD  
JENNIFER WIENECKE-FRIEDMAN

#### **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.

### **CONSENT AGENDA**

4. Approval of Minutes from the meeting of August 23, 2017
5. Review, Approve and Adopt a Resolution Honoring the Yolo Food Bank for its Participation in the Drought Food Assistance Program (Baker, Holt)
6. Receive and File Correspondence from the U.S. Department of Housing and Urban Development (HUD) Quality Assurance Division (QAD) Regarding its Rent Reasonableness Remote Review (holt, Jimenez-Perez)
7. Review and Approve the Management Unit Collective Bargaining Agreement (Baker, Holt)
8. Review and Approve Assignment of Preference Points in the Admissions and Continued Occupancy Plan (ACOP) for Displacement to Conform to other YCH programs (Holt)
9. Review, Approve and Authorize the Write-Off of Quarterly Uncollectible Debt in Accordance with the Adopted Accounts Receivable Charge-Off Policy (Gillette, Dogias)
10. Review, Approve and Adopt a Resolution Updating the YCH Resident-Citizen Participation Plan in Accordance with Requirements of the Affirmatively Furthering Fair Housing Rule (Baker, Holt)
11. Review and Approve a One Year Extension of Fair Housing Agreement with Legal Services of Northern California and Authorize the CEO to Execute (Baker, Holt)
12. Receive and File Unaudited Financial Statement for Fiscal Year Ending June 30, 2017 (Gillette, Baker)

13. Review and Approve Contract Award to S.W. Allen Construction for the Davis Migrant Center Americans with Disabilities Act (ADA) Improvements and Authorize the CEO to Execute (Ichtertz)

### **PRESENTATIONS**

14. Presentation of a Resolution to the Yolo Food Bank for its Participation in the Drought Assistance Program (DFAP)
15. Presentation of New Computer Learning Center Staff: Olivia Ayala (Crosswood), Alysia Castillo (El Rio Villas), Jennifer Mitchell (Las Casitas), Aren Scardaci (Yolano-Donnelly)

### **REGULAR AGENDA**

16. Review, Approve and Authorize YCH to Apply to the List for the Rental Assistance Demonstration Program (RAD) and Explore Options to Improve the Financial Position of its Public Housing Stock (Baker, Gillette, Holt, Dogias, Ichtertz)
17. Review, Approve and Authorize the CEO on behalf of YCH to Participate in the Statewide Moving to Work Initiative (MTW) and to Participate in Future MTW Opportunities that May Become Available (Baker, Gillette, Holt)
18. Receive comments from General Director Holt
19. Receive comments from Commissioners

### **CLOSED SESSION**

20. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Reyes v. Yolo County Housing (Yolo Superior Court CV17-1347)

## ADJOURNMENT

Next meeting is December 6, 2017

I declare under penalty of perjury that the foregoing agenda was posted by Friday, October 20, 2017 by 4:00 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. 17-45 Item No. 4, of the Yolo County Housing meeting of October 25, 2017.

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

4.

Approval of Minutes from the meeting of August 23, 2017

Approved the minutes from the meeting of August 23, 2017 on Consent.

# Yolo County Housing Yolo County, California

August 23, 2017

## MINUTES

The Yolo County Housing met on the 23rd day of August, 2017, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 4:00 p.m.

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

Absent: Helen Thomson

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

### CALL TO ORDER

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

Minute Order No. 17-40: Approved agenda as submitted.

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

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.

Mary Hammes from YCH introduced Jennifer Fallon, intern from Sacramento State.

## PRESENTATIONS

4. Presentation of New Staff Member: Destinee Rodriguez, Temporary OA II

Janis Holt, General Managing Director, presented Destinee Rodriguez.

5. Presentation of Mid-Year Presentation of Accomplishments, 1/1/2017 - 7/30/2017

CEO Lisa Baker presented the Mid-Year Accomplishments.

## CONSENT AGENDA

Minute Order No. 17-41: Approved Consent Agenda Item No. 1.

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

6. Approval of Minutes from the meeting of July 26, 2017

Approved the minutes from the meeting of July 26, 2017 on Consent.

## REGULAR AGENDA

7. Review, Approve and Adopt Resolution for the Section Eight Management Assessment Program (SEMAP) Certification of YCH as a High Performer (Holt and Jimenez-Perez)

Minute Order No. 17-42: Approved recommended action by **Resolution No. 17-10.**

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

8. Review, Approve and Adopt Resolutions Authorizing the Execution of a Standard Contract for Migrant Housing Services with the State of California, Department of Housing and Community Development, Office of Migrant Services (Baker, Gillette, Holt)

Minute Order No. 17-43: Approved recommended action by **Resolution Nos. 17-11 and 17-12.**

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

9. Receive comments from CEO.

CEO Lisa Baker reported on recent issues at Pacifico, which they are working on, as well as addressing vandalism incidents. She praised the maintenance staff for responding promptly and efficiently in reducing the damage at this property.

10. Receive comments from Commissioners.

There were no comments from the Commissioners.

### **CLOSED SESSION**

11. Conference with Labor Negotiator: Lisa A. Baker, CEO; Janis Holt, Resource Administrator; Hope Welton, Agency Counsel
- Bargaining Units: Management

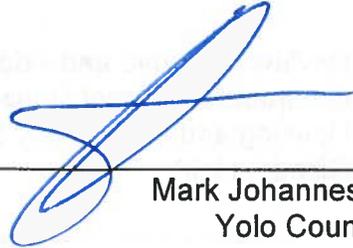
There was no report out of closed session.

**ADJOURNMENT**

Next meeting is September 27, 2017



Julie Dachtler, Clerk  
Yolo County Housing



Mark Johannessen, Chair  
Yolo County Housing

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 17-45 Item No. 5, of the Yolo County Housing meeting of October 25, 2017.

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

5. Review, Approve and Adopt a Resolution Honoring the Yolo Food Bank for its Participation in the Drought Food Assistance Program (Baker, Holt)

Approved **Resolution No. 17-13** 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:** October 25, 2017  
**TO:** YCH Housing Commission  
**FROM:** Lisa A. Baker, Executive Director  
**PREPARED BY:** Janis Holt, General Director  
**SUBJECT:** **REVIEW, APPROVE AND ADOPT RESOLUTION HONORING THE YOLO FOOD BANK FOR ITS PARTICIPATION IN THE DROUGHT FOOD ASSISTANCE PROGRAM**

## **RECOMMENDED ACTION**

That the Housing Commission adopts the Resolution recognizing Yolo Food Bank for their service to YCH families.

## **BACKGROUND/DISCUSSION**

YCH recognizes that in order to fulfill our mission, we require our service partners who help us to support our extremely and very low income families. We would like to take this opportunity to recognize the Yolo Food Bank for their contributions to our families throughout our portfolio and delivery to our public housing and migrant housing locations in Yolo County.

Through the Drought Food Assistance Program, Yolo Food Bank provided 187,920 pounds of food to families affected by the drought at El Rio Villas, Madison Migrant Center and Davis Migrant Center. Through the Emergency Food Assistance Program, Yolo Food Bank provides monthly on-site food distribution at El Rio Villas and Las Casitas as well as the Migrant Centers during the season.

## **FISCAL IMPACT**

None.

## **CONCLUSION**

Staff recommends that the Housing Commission approve the proposed Resolution.  
Attachment: Resolution

**FILED**

NOV 09 2017

**YOLO COUNTY HOUSING  
RESOLUTION NO. 17- 13**

BY Julie Rackets  
DEPUTY CLERK OF THE BOARD

**WHEREAS**, Yolo Food Bank was established in 1970 to feed the hungry and those in need throughout Yolo County; and

**WHEREAS**, Yolo Food Bank distributes food directly to programs through a network of 60 agencies which includes four Yolo County Housing locations; and

**WHEREAS**, Yolo Food Bank serves 19,000 households a month representing approximately 52,000 individuals; and

**WHEREAS**, Yolo Food Bank assisted Yolo County Housing families affected by the drought with the distribution of 187,920 pounds of food through the Drought Food Assistance Program (DFAP) since the program began in 2014; and

**WHEREAS**, Yolo Food Bank distributed 1,646,850 total pounds through the Drought Food Assistance Program throughout the County of Yolo; and

**WHEREAS**, Yolo Food Bank continues to distribute to Yolo County Housing families through the Emergency Food Assistance Program (EFAP) on a monthly basis; and

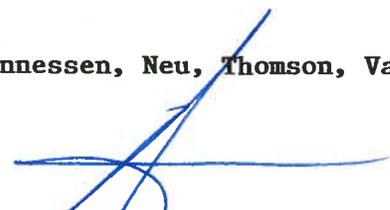
**WHEREAS**, Yolo Food Bank partners with local farmers, growers, and packers enabling them to provide health food options to families in need with up to 25% of their annual inventory comprised of fresh produce; and

**WHEREAS**, Yolo Food Bank is an invaluable resource to the extremely low and very low income families we serve; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Housing Commission of Yolo County Housing extends its sincere appreciation to Yolo Food Bank for their outstanding service and look forward to working in partnership for many years to come.

**PASSED AND ADOPTED**, by the Housing Commission of the Housing Authority of the County of Yolo, State of California, this 25<sup>th</sup> day of October 2017 by the following vote:

AYES: **Arnold, Barajas, Johannessen, Neu, Thomson, Vanderford.**  
NOES: **None.**  
ABSTAIN: **None.**  
ABSENT: **Wienecke-Friedman.**

  
\_\_\_\_\_  
Mark Johannessen, Chair  
Housing Commission of the  
Housing Authority of the County of Yolo

FILED

NOV 14 2017

DEPUTY CLERK OF THE BOARD

Approved as to Form:

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

Attest:  
Julie Dachtler, Agency Clerk  
Housing Commission of the  
Housing Authority of the County of Yolo

By Julie Dachtler



Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 17-45 Item No. 6, of the Yolo County Housing meeting of October 25, 2017.

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

6. Receive and File Correspondence from the U.S. Department of Housing and Urban Development (HUD) Quality Assurance Division (QAD) Regarding its Rent Reasonableness Remote Review (holt, Jimenez-Perez)

Approved recommended action 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:** October 25, 2017  
**TO:** YCH Housing Commission  
**FROM:** Lisa A. Baker, CEO  
**PREPARED BY:** Irma Jimenez-Perez, Housing Assistance Supervisor  
**SUBJECT:** **Receive and File Correspondence from the U.S. Department of Housing and Urban Development (HUD) Quality Assurance Division (QAD) Regarding its Rent Reasonableness Remote Review**

### **RECOMMENDED ACTION**

That the Housing Commission:

1. Receive and File the Rent Reasonableness Review Letter

### **BACKGROUND/DISCUSSION**

The Department of Housing and Urban Development (HUD) Quality Assurance Division (QAD) staff conducted a Comprehensive Rent Reasonableness Remote Review of the Yolo County Housing (YCH) Housing Choice Voucher program.

The purpose of the review was to assist YCH with Rent Reasonableness analysis and to provide guidance and technical assistance to improve the Rent Reasonableness process.

The Rent Reasonableness test is an important factor in YCH's determination to approve a family's tenancy; it is based on data collection and analysis of the rents throughout the jurisdiction. The rent is determined reasonable when the proposed amount is not more than the rent charged for comparable units in the private unassisted market, and for comparable unassisted units in the premises.

The comparability system takes into consideration nine factors:

- Location
- Size
- Type

*Working together to provide quality affordable housing and community development services for all*

- Quality
- Age of unit
- Amenities
- Housing services
- Maintenance
- Utilities supplied by the owner

The most important of the nine factors are: location of the unit, unit size (number of bedrooms) and the type of unit (garden apartment, duplex, single family home).

QAD staff did not find any significant areas of concern and verbally congratulated YCH staff. The specialist conducting the review only had one observation regarding one file where technical assistance was provided.

The overall conclusion is that YCH has a good Rent Reasonableness program and is performing adequate Rent Reasonableness.

**FISCAL IMPACT:**

None.

**CONCLUSION:**

Staff recommends that the Commission receive and file the correspondence.

**Attachment:** Correspondence from HUD



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
WASHINGTON, DC 20410-5000  
OFFICE OF PUBLIC AND INDIAN HOUSING  
Quality Assurance Division

September 1, 2017

Lisa Baker  
Executive Director  
Yolo County Housing  
147 W. Main Street  
Woodland, CA 95695

Dear Ms. Baker:

Recently, Quality Assurance Division (QAD) staff conducted a remote Rent Reasonableness review of the Yolo County Housing Authority. The purpose of the review was to assist your agency with Rent Reasonableness analysis errors, and to provide guidance and technical assistance related to improving the Rent Reasonableness process.

During the review, QAD staff did not find any significant areas of concern. The Realty Specialist did have one observations and noted technical assistance provided, as indicated in the report.

We appreciate the cooperation extended to QAD staff during the remote review and your assistance in helping us ensure the best possible Rent Reasonableness process. Should you have any questions or concerns, please contact Tom Witcher by phone at 816-426-6187, or by email at [James.T.Witcher@hud.gov](mailto:James.T.Witcher@hud.gov).

Sincerely,

A handwritten signature in cursive script that reads "Brian McIntyre".

Brian McIntyre  
Supervisory Program Analyst  
Quality Assurance Division

Enclosure: Rent Reasonableness Review CA044

cc: Gerard Windt, San Francisco PIH Director

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**Rent Reasonableness Review CA044**  
Observations Identified & Technical Assistance Provided

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**Observation No. 1**

In one file, **1220 Olive Dr. Davis, CA**, the rental comparables did not indicate what the utilities were and who was responsible for paying them, the tenant or the landlord.

This information is critical in doing a market rental comparison. This occurred in only 1 file, and; therefore, does not indicate a pattern of error.

**Technical Assistance**

Based on Observation #1, the Realty Specialist provided technical assistance by discussing the importance of identifying whether the tenant or the landlord pays the utilities. QAD is looking for a direct comparison and without identifying who pays utilities it is impossible to properly make that assessment. As noted in the report, this only happened in one file reviewed, therefore not pattern of error exists.

**Summary Statement**

The overall conclusion is that the PHA has a good Rent Reasonableness program. In all files reviewed, Rent Reasonableness was conducted and documented. The only area for recommended improvement is noted and discussed in Observation #1.

Therefore, based on an independent analysis and review of the RR Program, the Realty Specialist has determined that the Yolo Housing Authority is performing adequate Rent Reasonableness.

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 17-45 Item No. 7, of the Yolo County Housing meeting of October 25, 2017.

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

7.

Review and Approve the Management Unit Collective Bargaining Agreement (Baker, Holt)

Approved **Agreement No. 17-05** 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:** October 25, 2017  
**TO:** YCH Housing Commission  
**FROM:** Lisa A. Baker, CEO  
**PREPARED BY:** Janis Holt, General Director  
**SUBJECT:** **Review and Approve the Management Unit Collective Bargaining Agreement**

### **RECOMMENDED ACTION**

That the Housing Commission:

1. Approve the Collective Bargaining Agreement ("CBA") with the Management Unit effective July 1, 2017; and
2. Commend the staff and representatives from the International Brotherhood of Teamsters, Local 856 for their work on behalf of YCH.

### **BACKGROUND/DISCUSSION**

The Management Unit has been operating under the terms of the expired agreement since its expiration on June 30, 2016. The Management Unit and executive team have agreement for a successor contract from July 1, 2017 through June 30, 2020.

The major elements in the proposed multi-year successor agreement are listed below:

1. Management unit members agree to a Multi-Year Agreement from 7/1/2017 through 6/30/2020.
2. Management unit members agree to an annual cost of living increases of 5.5% effective July 1, 2017 and 2.5% effective July 1, 2018. The increase effective July 1, 2019 shall be adjusted by the Consumer Price Indices at an amount not less than 2% and not more than 4% as outlined in Article V. Section B.
3. Management unit members agree to the revised longevity pay schedule once a member reaches top of salary range. The revised pay schedule will be 2.5% at three years, 2.5% at six years, 2.5% at ten years and a fourth and final longevity of 2.5% at fifteen years as outlined in Article V. Section E.
4. Management unit members agree to a revised bilingual pay schedule of \$50 for Level I translation, \$65 for Level II translation and \$85 for Level III translation for

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a second language as deemed a benefit in the agency's Language Assistance Plan (LAP) for Limited English Proficiency (LEP) as outlined in Article V, Section G.

5. Management unit members agree to revising holiday pay to be 100 hours of holiday pay for the ten (10) paid holidays and 20 hours of floating holidays each fiscal year as outlined in Article VII. Section B.
6. Management unit members agree to an increase in the maximum vacation accrual amount to three hundred forty (340) hours for employees with 12 years of service and three hundred sixty (360) hours for employees with more than 13 years of service as outlined in Article VII. Section C.5)
7. Management unit members agree that employees may sell back up to one hundred (100) hours of vacation during any calendar year as long as employees have 40 or more hours accrued at the time of the buyback.
8. Management unit members agree to the reasonable rate for meal and incidental expenses when traveling on YCH business in the amount equal to federal per diem rate set for the Sacramento/Yolo area excluding those incidentals included in the cost of the training or conference.
9. Management unit members agree to an increase in the discretionary benefit up to six hundred dollars (\$600) effective July 1, 2017, up to six hundred twenty five dollars (\$625) effective July 1, 2018, and up to six hundred fifty dollars (\$650) effective July 1, 2019 as outlined in Article V, Section G.
10. The term of this agreement will expire June 30, 2020.

**FISCAL IMPACT:**

The terms of the agreement have been accounted for in the FY 2018 budget and will be executed in FY 2019 and FY 2020 budgets.

**CONCLUSION:**

Staff recommends that the Commission review and approve the General Unit Collective Bargaining Agreement effective July 1, 2017.

**Attachment:** Management Unit CBA

**Agreement No. 17-05**

**AGREEMENT**

**BETWEEN**

**HOUSING AUTHORITY OF THE COUNTY OF YOLO**

**AND**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS UNION,**

**LOCAL 856**

**REPRESENTING THE MANAGEMENT BARGAINING UNIT**

**JULY 1, 2017 THROUGH JUNE 30, 2020**

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## PREAMBLE

- A. This Agreement, hereinafter referred to as the Agreement, has been entered into by Yolo County Housing Authority, hereinafter referred to as YCH or the Authority, and International Brotherhood of Teamsters Union, Local 856, hereinafter referred to as Union. These parties have met and conferred in good faith, and this resulting Agreement has as its purpose the promotion of harmonious labor relations between the Authority and the Union, establishment of an equitable and peaceful procedure for the resolution of differences regarding compliance with the Agreement, and the establishment of salaries, hours of work, and other conditions of employment for members of the management bargaining unit.
- B. The provisions of the YCH Personnel Policy and Procedure Manual and other YCH policies and rules are not a part of this Agreement and are applicable to management bargaining unit members only to the extent the subject matter addressed therein is not addressed in this Agreement. For example, leaves of absence, health and welfare benefits, and compensation provisions for management bargaining unit members are governed exclusively by this Agreement, and nothing on those subjects contained in the Personnel Policy and Procedure Manual or other YCH policies and rules shall be applicable to management bargaining unit members. [By way of contrast, for example, YCH's Harassment-Free Policy in the Personnel Policy and Procedure Manual, while not a part of this Agreement, is applicable to all YCH employees.] To further clarify this distinction, the Board of Commissioners shall maintain in Section 2001.1 of the YCH Personnel Policy and Procedure Manual the following:
- The provisions of this Manual are applicable to employees in a recognized bargaining unit only to the extent the subject matter addressed in this Manual is not addressed in the unit's collective bargaining agreement. The statement of this modification shall not be construed to make any matter not expressly covered by the Agreement subject to the Agreement's grievance procedure.
- C. Persons who fill vacancies after September 1, 2000, in positions in the management bargaining unit shall serve at the will or the pleasure of YCH, may be discharged without prior notice and without cause, and may be subject to separate employment contracts.

## ARTICLE I DEFINITIONS

Applicability of Definitions. Unless otherwise noted, the definitions in this article apply to the provisions of this Agreement only. Terms used in this Agreement shall, unless the context clearly indicates a contrary intent, have the meaning accorded them by the definitions in this section.

- A. Authorized Position: A specific work position within a job classification in the management bargaining unit which is or may be held by a manager and which the YCH intends to fill.
- B. Continuous Employment: YCH employment which is uninterrupted except by authorized paid absences.
- C. Demotion: An involuntary change in job classification to one in a lower salary range.
- D. Department: A major administrative branch of YCH involving a general line of work, with one or more employees working under the direction of one or more supervisors.
- E. Dismissal: Involuntary termination of a manager's employment with YCH.
- F. Employee: [Also referred to as "manager."] A person who is employed to serve in a YCH job position in the management bargaining unit or who is on an authorized leave of absence from such position, unless otherwise specifically provided in this Agreement
- G. Chief Executive Officer: The Chief Executive Officer of Yolo County Housing Authority or his/her designee.
- H. Job Classification: Descriptive title of a certain type of job performed by a manager. Inherent in each classification are certain duties, responsibilities, and degrees of authority.
- I. Leave of Absence: When authorized, an absence from duty for a specified period of time. A manager on authorized leave may return to the same or a similar position at the end of the authorized leave period.
- J. Manager: See definition of "Employee," above.
- K. Merit Pay Increase: An increase in pay based upon satisfactory performance (as affirmed by the Chief Executive Officer) and longevity of service.
- L. Pay Period: The period from the first day of a calendar month through the fifteenth day of that calendar month, and the period from the sixteenth day of the month to the last day of the same calendar month. Paychecks shall normally be issued on or before the fifteenth day of the calendar month and on or before the last day of the calendar month.
- M. Performance Evaluation: A review and evaluation of a manager's performance and demonstrated capabilities in his/her authorized position by the Chief Executive Officer.

- N. Salary Range: A category which determines the minimum and maximum salary payable for an employment position in the management unit.
- O. Suspension: A YCH-mandated temporary unpaid leave of absence, as distinguished from administrative leave, which is a YCH-mandated temporary paid leave of absence.
- P. Vacancy: An unfilled authorized management bargaining unit position which YCH intends to fill.
- Q. Workdays and Workweek: During the term of this Agreement, The regular workday shall be at least ten hours in length and the regular workweek shall be at least forty (40) hours during a four day, Monday through Thursday workweek; provided, however, managers' workday and workweek are not restricted to 8 hours and 40 hours, respectively, but are expected to be of such length as is reasonably necessary to fulfill the job's responsibilities in an efficient and effective manner, as determined by the Chief Executive Officer.

## **ARTICLE II RECOGNITION**

The Authority hereby recognizes the Union as the sole and exclusive collective bargaining agent for the members of the management bargaining unit in the following positions, subject to the right of a manager to represent himself/herself as provided in Government Code section 3502:

Housing Program Supervisor  
Agricultural Housing Supervisor

## **ARTICLE III UNION RIGHTS AND RESPONSIBILITIES**

- A. Dues Deductions. The Authority agrees to establish payroll deductions for members of the Union for the normal and regular membership dues. All payroll deductions shall be subject to the following conditions:
  - 1. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the Authority. Any changes or modifications in the forms as originally established by the Authority shall be agreed upon between the Authority and the Union.
  - 2. Such deductions shall be made only upon submission to the Authority's Personnel Officer of said authorization form duly completed and executed by the manager and the Union.

3. The Union will be responsible for submitting to the Authority's Personnel Officer any changes in the amounts to be payroll deducted from the paychecks of managers who have authorization forms on file with the Authority. The Authority may devise a payroll deduction input document for use by the Union.
  4. The Authority will remit to the Union a check for all the dues deductions.
  5. The Authority must approve, in advance, all payroll deductions other than Union membership dues and has discretion to not approve such deductions.
  6. The Union agrees to indemnify, defend, and hold the Authority and the County of Yolo, their officers, agents, and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Section A.
- B. Manager Rights. Managers covered by this Agreement shall have all rights specified in Government Code Section 3502. Managers shall be free to join or refrain from joining employee unions.
- C. Union Stewards and Union Representation.
1. The Authority recognizes and agrees to deal with the accredited Union job steward and non-employee representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.
  2. A written identification of the Union job steward shall be furnished to the Chief Executive Officer immediately after his/her designation, and the Union shall notify the Authority promptly in writing of any changes of such job steward.
  3. The number of Union job stewards shall not exceed one. Any change in the number of stewards shall be made only by mutual written agreement of the Chief Executive Officer and the Union.
  4. While a job steward for the bargaining unit of the aggrieved manager or a representative of the Local may investigate the specified grievance and assist in its presentation, investigation shall not occur during normal work time of either the steward or the aggrieved manager. If additional time is needed beyond the rest break and meal time, a reasonable amount of release time will be allowed subject to prior scheduling with and agreement with the Chief Executive Officer.
  5. Upon notification to the Chief Executive Officer, a representative of Local #856 who will be representing the manager in the grievance and appeal

procedure may visit the Authority at any time mutually agreeable to the Chief Executive Officer and the Union representative for the purpose of preparing the case for appeal. The Chief Executive Officer will not unreasonably withhold agreement.

6. A representative of the Authority, at the Chief Executive Officer's option, may accompany the parties. In addition, the representative and the Union President, or his/her designated representative, may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the Authority, not during an employee's normal work time, and for a reasonable period of time. If additional time is needed beyond the rest break and meal time, a reasonable amount of release time will be allowed subject to prior scheduling with and agreement with the Chief Executive Officer.
7. During any such visits, representatives, the job steward, and Union officers shall not in any way interfere with the orderly and efficient operation of the Authority.
8. The Authority's Chief Executive Officer shall, upon written request of the Union, meet monthly at a mutually agreed-upon time with the job steward of the Union who desires to attend the meeting. The purpose of any such meeting is to informally discuss matters of concern and/or interest to either party. The Union business agent may attend the meeting.

D. Union Business.

1. Members of the Union Negotiating Committee shall be granted leave from duty with pay and benefits for the purpose of negotiating the terms of an agreement when such negotiating meetings take place at a time during which such members are normally scheduled to be on duty. Leave from duty shall not be granted for the purpose of planning for or preparation for negotiations.
2. Authorized non-employee Union representatives may have access to Authority work locations after first notifying the Chief Executive Officer of the time of a visit to a work location and the nature of the business to be transacted, for the purpose of investigation and processing of grievances, provided that contact with bargaining unit members shall not occur during normal work time. For grievance investigation and processing, if additional time is needed beyond the rest break and meal time, a reasonable amount of release time will be allowed subject to prior scheduling with and agreement with the Chief Executive Officer.
3. The Authority shall make available to the Union, upon its reasonable request, any existing documents, statistics, and records relevant to

negotiations or necessary for proper enforcement of the terms of this Agreement.

4. The Authority will provide the Union with copies of all personnel actions related to managers as they are issued. As used in this section, "personnel actions" shall be defined as all written notices of actual disciplinary actions (suspensions, demotions, reductions of salary in class, or dismissals), notices of proposed disciplinary actions, and layoff notices.
5. The Authority will arrange to transmit or make available to a Union-designated job steward a copy of the Authority Commission's regular and special meetings' public session agenda in advance of the meetings.
6. The Union shall be permitted, with the prior written notification to the Authority's Chief Executive Officer, to place ballot boxes in Authority-designated places at Authority work locations for the purpose of collecting unit members' ballots on all Union issues subjected to ballot except ballots described in law and except ballots regarding job actions. Such boxes shall be the property of the Union, and neither the ballot boxes nor the ballots shall be subjected to the Authority's review. The Authority shall not be responsible for damage to or loss of Union ballot boxes.
7. Incidental personal use of computers is permitted for business-oriented communication between bargaining unit employees and paid staff of the Union. Such personal use of Authority computers must not consume more than a trivial amount of resources, must not interfere with employee productivity, must not interfere with or preempt any Authority business, and must not be for the purpose of planning for or engaging in any concerted activities against the Authority.
8. Employees may use the Authority's messenger service for Union business, provided no violations of law are permitted and further provided letters shall not be placed in the messenger service, nor shall it be used for planning for or engaging in any concerted activities against the Authority.

E. Bulletin Boards and Authority Vehicles

1. For purposes of posting Union notices, the Authority shall provide the Union with space on a bulletin board currently in any facility where the Union has bargaining unit employees it represents. Such notices may be posted by the Union. These same bulletin boards shall be utilized for the posting of job examination announcements.
2. In the event a dispute arises concerning the appropriateness of material posted by the Union, the principal officer of the Union Local will be advised by the Chief Executive Officer of the nature of the dispute, and the posted

material will be removed until the dispute is resolved.

3. Without prior permission from the Chief Executive Officer, managers shall not place on any Authority vehicle, facility, or property any Union decals, placards, or other Union insignia or signs, or non-Union material.
- F. List of Managers. Upon written request of the Union, the Authority will provide the Union with a list of managers covered by this Agreement. The Authority shall not be obligated to provide such list more than once per three calendar months.
- G. The State Mediation and Conciliation Service may conduct any election required by law or required pursuant to a written agreement between the Union and the Authority.

#### **ARTICLE IV HOUSING AUTHORITY RIGHTS**

- A. All matters not specifically enumerated as within the scope of representation in Government Code §§3500-3511 and/or designated as rights shared with the Union are reserved to the Authority. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. The legal, operations, geographical, and organizational structure of the Authority, including the chain of command, division and allocation of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  2. The financial structure of the Authority, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
  3. The acquisition, disposition, number, location, types, and utilization of all Authority properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, services, and activity functions assigned to such properties;

4. All services to be rendered to the public and to Authority personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed;
5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, consultants, and supervisors, so long as such utilization does not result in the layoff of existing bargaining unit members; and the methods of selection and assignment of such personnel;
6. The Authority's policies, procedures, objectives, goals, and programs, including but not limited to housing admission, rejection, and exclusion; personnel; housing residents; public health and safety; racial and ethnic balances; and emergency situations with respect to such matters;
7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the Authority; equal employment policies and programs to improve the Authority's utilization of women and minorities; the assignment of unit members to any location and also to any facilities, functions, activities, departments, tasks, or equipment; and the determination as to whether, when, and where there is a job opening;
8. The job classification and the content and qualifications thereof,
9. The duties, schedules and standards of performance of all managers; and whether unit members adequately perform such duties and meet such standards;
10. The dates, times, and hours of operation of the Authority's facilities, functions, and activities;
11. Safety and security measures for housing residents, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties of all personnel with respect to such matters;
12. The rules, regulations, and policies for all unit members (which are not subject to meet and confer requirements), housing residents, and the public;
13. The retirement of unit members under PERS for disability; and
14. The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of the Authority not limited by the language of this Agreement.

- B. All other rights of management of the Authority not expressly limited by the language of this Agreement are also expressly reserved to the Authority.
- C. The exercise of any right reserved to the Authority herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Authority's right or preclude the Authority from exercising the right in a different manner, nor does the Union waive any rights guaranteed by law.
- D. The Authority retains its rights to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency, for the purposes of this Article, shall be an incident or condition where the safety or health of the public or employees is at threat.
- E. The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation of this Agreement.
- F. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of the Authority is not subject to the grievance provisions set forth in this Agreement. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.
- G. Authority to appoint, promote, transfer, demote, suspend, reduce salary in class, separate, and/or terminate the employment of the Authority personnel is vested in the Chief Executive Officer.

## **ARTICLE V COMPENSATION**

- A. When new positions in the management bargaining unit are established by YCH or if the job description of an existing position in the bargaining unit is substantially changed, YCH shall assign a proposed salary range to the position and forward the information to the Union for review. Pending review and any resulting negotiations, YCH may pay a salary in the proposed salary range to affected managers. The Agreement will then be subject to reopening for the sole purpose of negotiating a salary range for the position, and only if so requested in writing by the Union and filed with the Chief Executive Officer within fifteen calendar days after the information is forwarded to the Union.
- B. Salaries.
  - 1. Notwithstanding any other provision of this Agreement, during the term of this Agreement, the parties have agreed that covered managers will work a forty (40) hour work week subject to the scheduling rights of YCH.

2. Effective July 1, 2017 wages shall be increased by an amount equal to 5.5%.
  3. Effective July 1, 2018 wages shall be increased by an amount equal to 2.5%.
  4. Effective July 1, 2019 wages shall be adjusted by the Consumer Price Indices for All Urban Consumers, California and United States (CPI-U), at an amount not less than 2% and not more than 4%. CPI-U shall mean the percentage increase, if any, in the CPI -U for the twelve (12) month period ending June 30, 2018.
- C. Anniversary Date: The anniversary date for each manager for purposes of wages schedule movement is the manager's first day of paid service in probationary status.
- D. Merit Pay Annual Increase.
1. Each bargaining unit classification shall have a wages range which includes five steps as specified in Exhibit A to this Agreement. A permanent full-time manager will receive and shall be entitled to a one step increase in wages annually on his/her anniversary date (up to the top (fifth) step in the range) during the term of this Agreement. In that event, the manager shall remain at the same wage until s/he has received the next annual evaluation and has received an overall performance rating of satisfactory or higher at which time, prospectively, the manager shall receive the one step increase, up to the maximum wage step in the range (unless s/he was already at the maximum wage step in the range (Failure of the Chief Executive Officer to meet a time deadline for completion of an evaluation shall not prevent the withholding of a merit increase unless the delay exceeded sixty days; it is the fact of an evaluation, albeit delayed, that is key.) A manager shall automatically receive the one step increase after sixty (60) calendar days from the anniversary date if no annual evaluation has been given.
  2. Denial of a merit pay (annual) increase based upon less-than-satisfactory performance shall not be subject to the grievance procedure. The Chief Executive Officer's decision shall be final and binding on the parties.
- E. Longevity Steps. Permanent full-time managers will receive and shall be entitled to longevity steps during the term of this Agreement. Effective July 1, 2017 a manager who has been at the existing maximum wage for three (3) years and has received at least a satisfactory overall rating in each of the last three annual evaluations shall be entitled to a two and one-half percent (2 1/2%) increase above the maximum wage. A second longevity pay increase of two and one-half percent (2 ½%) shall be awarded following an additional three (3) years of employment during which the manager has received at least a satisfactory overall rating in each of the three annual evaluations. A third longevity pay

increase of two and a half percent (2 ½%) shall be awarded following an additional four (4) years of employment beyond the effective date of the second longevity pay increase provided the manager obtains at least a satisfactory overall rating in each of the last three annual evaluations. A fourth and final longevity pay increase of two and a half percent (2 ½%) shall be awarded following an additional five (5) years of employment beyond the effective date of the third longevity pay increase provided the manager obtains at least a satisfactory overall rating in each of the last three annual evaluations. No further or additional longevity pay increases shall be awarded with respect to any particular job classification.

F. Health and Welfare Benefits:

1. Upon execution of this Agreement the Housing Authority shall implement a cafeteria benefit plan for medical, buy up dental and vision insurance plans for each employee. Under the cafeteria benefit plan, employees shall receive a monthly amount to put towards the cost of medical, dental and vision insurance as set forth below:
  - a. Employee only: \$690.00
  - b. Employee plus one dependent: \$1,100.00
  - c. Employee plus family: \$1,405.00
  - d. No coverage (medical): \$545.00
2. The Housing Authority will pay \$88 per month towards basic dental premiums for all covered employees.
3. Married employees shall not individually select employee only plans and shall decide amongst themselves whom shall be the designated employee for the purposes of enrollment in the employee chosen plan. All dependents shall be enrolled under the designated employees plan.
4. Employees may select from the PERS medical insurance plans now in effect. Unless there is a written agreement between the parties to leave the PERS medical plans, the medical plans utilized through PERS will remain in effect. Employees must continue dental coverage. Buy up dental and vision coverage is optional.
5. Any amount remaining in the cafeteria plan after payment of medical, dental and vision insurance premiums selected by the employee or any amount remaining of any opt out payment may be taken in wages, directed to a deferred compensation account or directed to cover the employee's share of the PERS contribution.
6. An employee may opt out of the cafeteria plan upon providing written

verification of current health coverage through a group health insurance plan to the Housing Authority. In the event of such an opt out by an employee the employee shall receive an opt out payment in the amount of five hundred and forty five dollars (\$545.00).

7. Stop loss. If during the term of this Agreement, the cost of the least expensive medical insurance for employee only, employee plus one dependent, or employee plus family offered shall exceed the cafeteria plan amount set forth herein by more than \$10.00 per month, the Agency shall increase the cafeteria amount by an amount not to exceed \$100.00 per month to meet the increased cost of the cafeteria plan and limit the employees share of any increase to \$10.00 per month unless and until the amount paid by the Agency to meet such increased cost shall reach \$100.00 per month per employee.
8. No sooner than October 2018, either party, in its discretion and in good faith, shall have the right to re-open the provisions of Article V, Section F to negotiate new insurance language to the extent that the cafeteria benefit plan no longer covers the cost of the least expensive medical insurance for an employee only, employee plus one dependent, or employee plus family.

G. Discretionary Benefits. Discretionary Benefits will be paid by YCH for specified educational or other uses approved by YCH in the following amounts:

1. \$600 per member for the fiscal year beginning July 1, 2017.
2. \$625 per member for the fiscal year beginning July 1, 2018.
3. \$650 per member for the fiscal year beginning July 1, 2019.

H. Bilingual Pay Differential. Managers qualifying as bilingual in a language as spelled out in the Agency's LEP or otherwise deemed to be a benefit to the Agency pursuant to a test given by an outside provider selected by the Housing Authority shall receive differential pay in the amount of \$50.00 per month for managers having Level I Translation for a second spoken language other than English, \$65.00 per month for managers having Level II Translation for a second spoken language other than English and \$85.00 per month for managers legally qualifying as bilingual in a second language other than English with respect to reading, writing and speaking. This provision shall not apply where only single non-English speaking ability (e.g. Spanish) is the requirement for a particular job classification or assignment. Managers who speak, read and write more than one language other than English are eligible for only one bilingual differential pay.

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**ARTICLE VI  
HOURS AND CONDITIONS OF WORK**

A. Alternative Work Schedules.

1. Any manager or group of managers desiring an alternate work schedule may request in writing that such be established by YCH.
2. For purposes of this Section, alternative work schedules shall mean a biweekly work schedule consisting of eighty (80) hours of work in no fewer than eight (8) work days with no more than ten (10) hours scheduled on any workday.

B. Mileage.

1. Managers are entitled either to use of a YCH vehicle for YCH business or a monthly transportation allowance of \$500.00 during the term of this agreement. Any manager who receives a vehicle allowance for the personal use of their personal vehicle and is required to travel to an adjacent county to supervise a site that is under their daily management and supervision responsibilities will not be compensated for such mileage. However, managers who must travel to other countries to attend trainings or meetings with the State of California, other HUD-related activities, Office of Migrant Services, or other duties and responsibilities in fulfillment of their positions will be compensated. The mileage allowance shall be the maximum rate approved by the Internal Revenue Service for business mileage reimbursement without attribution to the manager's income.
2. All mileage claims are due within thirty days after incurred. A check will be issued to the manager during the next accounts payable run, but not later than fourteen days.

C. Meals

1. Managers shall be entitled to reimbursement for reasonable and necessary meal expense incurred while on official YCH business approved by the Chief Executive Officer in an amount equal to federal per diem rate set for the Sacramento/Yolo area, excluding where those incidentals are included in the cost of the training or conference.
2. Managers will be reimbursed for reasonable and necessary meal expenses incurred and approved during the next scheduled accounts payable processing, but not more than thirty (30) days after submission.
3. Meal reimbursement shall be made in conformance with IRS regulations. Receipts are not required for per-deim reimbursements at the rates

consistent with IRS regulations.

D. Lodging. Managers shall be entitled to reimbursement for reasonable and necessary lodging while out of the County on official YCH business, as approved.

E. Advance Travel. YCH may provide managers with advance travel funds.

F. Miscellaneous Travel

1. Costs of taxi fares, telephone calls, internet access, business center services (i.e. printing, computer use) and similar items necessarily incident to the performance of official business shall be considered reimbursable items.
2. Reimbursement for these costs, where receipts are not available, shall be submitted to the Chief Executive Officer to determine the reasonableness of cost, and shall be paid upon the Chief Executive Officer's written approval.

G. Record-keeping

1. Accurately recording days worked is the responsibility of every manager.
2. Managers shall accurately record any time away from work on leaves of absence.

## **ARTICLE VII LEAVES OF ABSENCE, HOLIDAYS AND VACATION**

A. Attendance and Absences.

1. One indicator of the quality of a manager's performance is regular attendance. A manager must be reliable. Whenever a manager is unable to come to work or will be more than a few minutes late, the manager must let the Chief Executive Officer know of the expected absence or expected arrival as soon as possible.
2. If a manager is sick or injured and cannot come to work, YCH needs the manager's cooperation to properly cover her/his job. Therefore, a manager must notify the Chief Executive Officer that the manager will be absent and of when s/he expects to return to work. If a manager does not know the return date, the manager must call the Chief Executive Officer each day within the one hour period before the beginning of his/her regular workday.
3. If a manager knows in advance that s/he is going to be absent, the manager must schedule the absence with the Chief Executive Officer a reasonable time in advance of the absence.

4. Excessive absence and failure to report absence on time may lead to discipline, up to and including termination of employment. Absences are excessive if they occur frequently or if they show a pattern.

B. Holidays.

1. All YCH managers shall be entitled to the following holidays with ten (10) hours of holiday pay:
  - a. Independence Day-July 4th
  - b. Labor Day-(1<sup>st</sup> Monday of September)
  - c. Veteran's Day (November 11<sup>th</sup>)
  - d. Thanksgiving Day (4<sup>th</sup> Thursday of November)
  - e. Day After Thanksgiving
  - f. Christmas Day (December 25<sup>th</sup>)
  - g. New Year's Day (January 1<sup>st</sup>)
  - h. Martin Luther King Jr.'s Birthday (Observed 3<sup>rd</sup> Monday of January)
  - i. President's Day (3<sup>rd</sup> Monday in February)
  - j. Memorial Day (last Monday in May)
  - k. Two Floating Holidays. (See Section B.5., below.)
  - l. All other days appointed by the President of the United States or Governor of the State of California for a public fast, Thanksgiving or holiday and approved by the YCH.
2. Should a holiday fall on a scheduled work day, the manager shall take that work day off from work. Should a holiday fall on a non-scheduled work day, a manager shall be entitled to the previous or subsequent work day to the holiday, or to add the holiday hours to his/her holiday bank; providing that the observance is scheduled and approved in advance with the manager's supervisor.
3. If a holiday falls during a manager's approved vacation period, the manager will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.

4. Managers on leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence.
5. All managers receive during a given fiscal year two (2) paid floating holidays which may be taken off at any time during the year with the advance approval of the Chief Executive Officer. A manager may have only two (2) floating holidays during any given fiscal year. If a manager has two (2) unused floating holidays on the books, s/he will not be given any new floating holidays until some of the two (2) unused days have been used. Upon termination of employment, the manager's unused floating holiday(s) shall be paid at his/her current daily rate.
6. Managers hired after July 1st shall be credited with floating holiday time at the rate of one (1) hour for each month remaining in the fiscal year from the date of employment.

C. Vacation.

1. Paid vacation is available to managers to provide opportunities for rest, relaxation, and personal pursuits.
2. Managers shall be entitled to accrue vacation days beginning on the first day of employment.
3. In order to allow a well-coordinated schedule, managers shall submit their request for vacation leave to the Chief Executive Officer at least thirty calendar days prior to when they would like to take their vacation. Approval will depend on whether, in the Chief Executive Officer's determination, the request would impose an undue hardship on YCH's workload. The Chief Executive Officer may require a manager to take accrued vacation and schedule the manager's use of vacation.
4. The maximum amount of paid vacation time, monthly accrual rate, and maximum vacation accrual amounts increase with length of service.

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5. Vacation Accrual for Managers:

Years of Service	Maximum Vacation Hours per Year	Accrual Rate (Hours/Month)	Maximum Permissible Accrual
3 Years or Less	80 Hours	6.67 Hours	320 Hours
After 3 Years	120 Hours	10.00 Hours	320 Hours
After 11 Years	128 Hours	10.67 Hours	320 Hours
After 12 Years	136 Hours	11.33 Hours	340 Hours
After 13 Years	144 Hours	12.00 Hours	360 Hours
After 14 Years	152 Hours	12.67 Hours	360 Hours
After 15 Years	160 Hours	13.33 Hours	360 Hours
After 16 Years	168 Hours	14.00 Hours	360 Hours

Accrual rates assume a full-time manager working at least forty per week. During the term of this Agreement, full-time managers will continue to accrue vacation as if they were working a forty hour work week. Part-time managers will accrue vacation on a pro rata basis based on the number of hours worked during a week.

6. A manager who reaches the maximum accrual amount does not accrue additional vacation leave until s/he utilizes vacation leave so that there is room under the maximum accrual cap. During the term of this Agreement, the maximum accrual amount is increased to three hundred sixty (360) hours. When a manager is within six months of reaching the manager's maximum accrual of vacation, the manager and the manager's supervisor shall agree to a schedule of time off to avoid exceeding the maximum accrual. In the event that it is not possible for the manager to schedule the appropriate time off the manager will either be allowed to exceed the maximum accrual or receive cash payment each pay period for accrued vacation at the agency's option until it is appropriate for the manager to take time off.
7. A manager continues to accrue vacation leave while on any authorized and compensated paid leave but does not accrue any vacation leave during any leave without pay.
8. Upon separation from YCH employment, managers will be paid for unused vacation time. The manager's current rate of pay prior to the date of termination will be used to calculate payment.

9. A manager who becomes ill while on vacation and desires to claim sick leave rather than vacation leave shall make such a request as soon as possible after s/he desires sick leave to begin. The Chief Executive Officer may require a medical doctor's certification that the manager has been examined and is ill.

D. Leave Buy-Back.

1. Managers may sell back up to one hundred (100) hours of leave during any fiscal year so long as they maintain at least a minimum balance of forty hours (40) after any such sell back of leave time. Managers may elect to sell back hours more than once a year, but not more than one hundred (100) hours annually.
2. For purposes of buy-back, leave is defined as only vacation, management leave, or floating holidays.
3. All requests for buy-back shall be submitted in writing to the YCH Accounting Department for processing. Payments will be issued as soon as administratively feasible.

E. Sick Leave.

1. Sick leave is a manager benefit provided by YCH for periods of temporary absence due to illnesses or injuries. It is not an earned right to be used like vacation time. Sick leave is granted to a manager when s/he must be absent from duty because of an illness or injury.
2. Full-time managers shall accrue eight hours of sick leave with pay for each one month of service. Sick leave shall be credited as of the first of each month following the completion of one month of employment. All unused sick leave may be carried forward into the next year.
3. Pay for any day of sick leave absence shall be the same as the pay that would have been received had the manager worked on the day of illness.
4. Managers who are unable to report to work due to illness or injury shall notify the Chief Executive Officer by telephone before the scheduled start of their workday. The Chief Executive Officer must also be contacted on each additional day of absence, unless other arrangements have been made. When the manager returns to work, s/he must sign an absence request form and have it approved by the Chief Executive Officer. All managers may be required to submit a physician's written verification of the manager's illness or injury for any such absence.
5. Notwithstanding the provisions of this Section E, and recognizing a potential

for abuse of sick leave, the Chief Executive Officer may employ reasonable means to determine the validity of any sick leave need or use. The Chief Executive Officer may require a licensed physician's statement verifying the need for any sick leave of three (3) days or more including medical appointments, illness, injury, and beginning and expected ending dates. Any manager who is on an excused absence for more than three days due to illness or injury must contact the Chief Executive Officer prior to returning to the workplace.

6. Sick leave may be applied to:
  - a. An absence due to a manager's personal illness or injury.
  - b. Medical and dental appointments, provided the manager notifies the Chief Executive Officer in advance.
  - c. Care for an ill spouse, child, or other member of the manager's household.
  - d. Death in the manager's immediate family.

F. Leaves of Absence.

1. Introduction.

- a. It is YCH's policy to grant leaves of absence under certain circumstances to all eligible managers on a nondiscriminatory basis. Except as otherwise indicated, all leaves of absence approved by YCH are on an unpaid basis.
- b. Subject to any applicable legal restrictions, requests for leaves of absence will be considered on the basis of the manager's length of service, performance, level of responsibility, the reason for the request, and YCH's ability to obtain a satisfactory replacement during the time the manager is away from work.
- c. Managers having any questions regarding this policy should contact Resource Administrator.

2. Family Care and Medical Leave.

- a. Eligibility. To be eligible for family care and medical leave, a manager must:
  1. have worked for YCH for at least twelve months prior to the date on which the leave is to commence; and

2. have worked for YCH at least 1,250 hours in the twelve months preceding the leave.
- b. Permissible Uses of Family Care and Medical Leave. "Family care leave" may be requested for:
1. the birth or adoption of a manager's child;
  2. the placement of a foster child with the manager; or
  3. the serious health condition of a manager's child, spouse, or parent. "Medical Leave" may be requested for a manager's own serious health condition. "Serious health condition" is one that requires either inpatient care in a medical facility or continuing treatment or supervision by a health care provider.
- c. Substitution of Paid Leave for Family Care and Medical Leave. Managers are required to substitute accrued vacation time and other paid personal leave for all family care and medical leaves. Managers are required to substitute sick leave only for medical leaves.
- d. Amount of Leave.
1. Provided all the conditions of this policy are met, a manager may take a maximum of 12 weeks of family care and medical leave in a 12-month period. The 12-month period commences on the first day on which the first family care or medical leave is taken. Spouses who are both employed by YCH may take a maximum combined total of 12 weeks of family care leave in a 12-month period for the birth, adoption, or foster care of their child.
  2. The substitution of accrued paid leave for family care or medical leave does not extend the total duration of family care and medical leave to which a manager is entitled to beyond 12 weeks in a 12-month period. For example, if a manager has accrued four weeks of unused paid vacation time at the time of the request for family care or medical leave, that paid vacation time will be substituted for the first four weeks of family care or medical leave, leaving up to eight additional weeks of unpaid leave.
  3. Family care leave taken for the birth, adoption, or foster care placement of a child must begin within one year of the birth, adoption, or placement and may not be taken intermittently or on a reduced schedule without the Chief Executive Officer's

permission. YCH retains the discretion to temporarily transfer the manager to an alternative position for which the manager is qualified and which better accommodates recurring periods of intermittent leave or leave on a reduced schedule taken for the manager's own serious medical condition. (29 CFR Sec. 825.204(a).)

e. Procedure for Requesting Family Care and Medical Leave:

1. Notice requirements.

a. The manager should notify the Chief Executive Officer of his/her request for family care or medical leave as soon as s/he is aware of the need for such leave. For foreseeable events, if possible, the manager must provide 30 calendar days' advance written notice to the Chief Executive Officer of the need for family care or medical leave. For events that are unforeseeable 30 days in advance but are not emergencies, the manager must notify the Chief Executive Officer in writing as soon as s/he learns of the need for the leave, ordinarily no later than 2 to 3 working days after the manager learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the manager may be asked to reschedule the treatment so as to minimize disruption of the Housing Authority operations. If a manager fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Chief Executive Officer reserves the right to deny the taking of the leave until at least 30 days after the date the manager provides notice of the need for family care or medical leave.

b. All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a family care or medical leave must be received at least five working days before the date on which the manager was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

2. Medical Certification.

a. Any request for medical leave for a manager's own

serious health condition or for family care leave to care for a child, spouse, or parent with a serious health condition must be supported by medical certification from a health care provider.

- b. The manager must provide the required medical certification within fifteen calendar days after the Chief Executive Officer's request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen days of being asked to do so may result in a denial of the manager's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification. The medical certification for a child, spouse, or parent with a serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care provider's estimate of the amount of time needed for family care; and (d) the health care provider's assurance that the health care condition requires family care leave.
- c. The medical certification for leave for the manager's own serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) a statement that, due to the serious health condition, the manager is unable to perform the functions of his/her position. In addition, the Chief Executive Officer may require the manager to obtain a second opinion from a doctor of the Chief Executive Officer's choosing at YCH's expense. If the manager's health care provider and the doctor providing the second opinion do not agree, the Chief Executive Officer may require a third opinion, also at YCH's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the manager to return to work, the Chief Executive Officer also may require the manager to provide medical certification that s/he is able to return to work.
- f. Leave's Effect on Pay. Except to the extent that other paid leave is

substituted for family care or medical leave, family care leave is unpaid.

g. Leave's Effect on Benefits.

1. During a manager's family care or medical leave, YCH shall continue to pay for the manager's participation in YCH's group health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same terms and conditions as would apply had the manager not taken leave.
2. If the manager fails to return from the leave for a reason other than the recurrent or continuation of the health condition that brought about the leave or other circumstances beyond the manager's control, the manager shall reimburse YCH for any health premiums paid by YCH on the manager's behalf during any unpaid periods of the leave.

h. Leave's Effect on Reinstatement.

1. Managers returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. YCH retains the right to deny reinstatement to managers who are 25 among the highest paid ten percent of YCH's managers and whose reinstatement would cause substantial and grievous economic injury to YCH's operations.
2. If the manager fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the manager's control, the manager may, at YCH's option, be required to reimburse YCH for any health premiums paid by YCH on the manager's behalf during any unpaid periods of the leave. The manager also may, at YCH's option, be required to reimburse YCH for such health premiums paid during the manager's unpaid leave if, upon the manager's return, s/he requests and is granted a reduced work schedule for which such benefits would not be paid by YCH.
3. Managers on family care or medical leave accrue employment benefits, such as sick leave and vacation benefits, only when paid leave is being substituted for unpaid leave and only if the manager would otherwise be entitled to such accrual.

3. Pregnancy-Related Disability.

- a. Any manager who is disabled on account of pregnancy, childbirth, or a related medical condition may request a pregnancy-related disability leave. This leave may be for the period the manager's doctor verifies that the manager is disabled by pregnancy, childbirth, or a related medical condition, and that the manager is unable to perform her job, up to a maximum of four months. This leave is in addition to any family care or medical leave to which the manager may be entitled under YCH's Family Care and Medical Leave policy. The manager must consult with YCH and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to YCH's operations. Any scheduling, however, shall be subject to the approval of the manager's health care provider.
- b. YCH will provide a reasonable accommodation to a manager disabled by pregnancy, childbirth, or related medical condition, if she so requests, with the advice of her health care provider. Such reasonable accommodation may include a temporary transfer to a less strenuous or hazardous position, if the manager so requests and is qualified to perform the job, with the advice of her physician. However, YCH will not create an additional position for such an accommodation nor will the Chief Executive Officer discharge any manager or transfer a manager with more seniority.
- c. Leave Requests.
  - 1. For foreseeable events, if possible, the manager must provide thirty days advance notice of the need for such leave.
  - 2. For events that are unforeseeable thirty days in advance, the manager must notify the Chief Executive Officer as soon as practicable.
  - 3. All leave requests must include the anticipated date(s) and duration of the leave. Any requests for extension of such leave must be received by YCH at least five working days before the date on which the manager was originally scheduled to return to work and must state the revised anticipated date(s) and duration of the leave.
- d. Terms of Pregnancy Leave.

Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically available, as determined by

the manager's health care provider. If it is medically advisable for a manager to take intermittent leave or leave on a reduced work schedule and it is foreseeable based on planned medical treatment because of pregnancy, the Chief Executive Officer may require the manager to transfer to an available alternative position. This alternative position shall have the equivalent rate of pay and benefits; the manager must be qualified for the position; and it must better accommodate recurring periods of leave than the manager's regular job. It does not have to have equivalent duties. Transfers to an alternative position may include altering an existing job to accommodate better the manager's need for intermittent leave or a reduced work schedule.

e. Certificate of Eligibility.

1. Managers must consult with the Deputy Chief Executive Officer to determine their eligibility for the leave, the length and terms of the leave, and reinstatement.
2. The provisions of YCH's Family Care and Medical Leave policy regarding notice (Section F(2)(e)(1)), the effect of the leave on medical certification requirements (Section F(2)(e)(2)), the effect of the leave on pay (Section F(2)(f)), and the leave's effect on reinstatement (Section F(2)(h)) also apply to all pregnancy-disability related leaves.

4. Other Disability Leaves. In addition to medical leaves described in the other provisions of Section F, a manager may request a temporary disability leave of absence if necessary to reasonably accommodate a work place injury or an ADA-qualified disability. Any disability leave under this section will begin after the manager has exhausted any medical leave to which the manager is entitled under Section F2 (Family Care, Medical and Other Leave) of this article. Managers taking disability leave must comply with the Family Care and Medical Leave provisions regarding substitution of paid leaves (Section F2f), and medical certification (Section F2e(2)). For the purpose of applying these provisions, a disability will be considered to be a serious health condition. During a disability leave under this section, managers are not entitled to any continued employer contributions towards any manager benefit plan. A manager, however, may elect to continue participating in such benefit plans at the manager's own expense, to the extent permitted by such plans.

5. Legally Required Leaves of Absence.

- a. Managers will be granted leaves of absence as required by law for the purpose of fulfilling any required legal or military obligation,

including but not limited to jury duty, appearance as a witness in a legal proceeding, military reserve duty, appearance at school by a parent when requested (pursuant to the Education Code), performance of emergency duty by a volunteer fire-fighter, and appearance as a victim of domestic violence in a legal proceeding to obtain relief to ensure the health, safety, or welfare of the manager or his/her child. Jury duty paid leave will be limited to eighty (80) hours except with the express prior approval of the Chief Executive Officer.

- b. Managers who are parents, guardians, or grandparents having custody of one or more children in grades 1-12, inclusive, or if the children attend a licensed child day care facility, such managers may take off up to 40 hours each year, not exceeding 8 hours in any calendar month to participate in activities of the school or licensed child day care facility of any of the manager's children attending such facilities. Any manager taking time off pursuant to this paragraph shall utilize existing vacation, or leave of absence without pay. Any such manager must give at least two weeks advance notice to the Chief Executive Officer prior to taking the time off. Any such leave shall be in compliance with the provisions of Labor Code §230.8.
- c. Managers who are not seeking leave for court appearances as victims of domestic violence are required to provide reasonable advance notice of any need for such leave and are expected to return to work each day or portion of the day that they are not selected for jury duty or called as a witness.
- d. Managers who are seeking leave for court appearances as victims of domestic violence are required to provide notice of such leave unless an emergency court appearance is required for the health, safety, or welfare of the domestic violence victim or his/her child. When an unscheduled or emergency court appearance is required, the Authority shall not take any action against the manager if the manager, within a reasonable time after the appearance, provides evidence from the court or prosecuting attorney that s/he has appeared in court.
- e. For managers, salary during leave will be offset by any amounts received as jury or witness fees or as military pay.

6. Leave of Absence Without Pay.

- a. Any manager may be granted a leave of absence without pay upon approval by the Chief Executive Officer. A leave of absence without

pay may be granted for illness, disability, or other appropriate personal reasons. A manager on leave of absence without pay may make arrangements, satisfactory with YCH's business officer, for continued medical and dental insurance; the manager will be required to pay both YCH's and the manager's contribution.

- b. Request for any leave of absence without pay shall be made in writing to the Chief Executive Officer and shall state specifically the reasons for the request, the date the desired leave is to begin, and the probable date of return. The Chief Executive Officer shall respond, either granting or denying the request. If the requested leave of absence without pay is for illness or disability, the manager shall request leave according to the procedures set forth in Section F2e(1) and (2), above.
- c. A leave of absence without pay for a period of not more than one year may be granted upon approval by the Chief Executive Officer. If a manager wishes to return to work early from a leave of absence, s/he shall provide reasonable advance notice to the Chief Executive Officer and seek the Chief Executive Officer's approval. Failure to return to work at the expiration of a leave of absence shall be considered abandonment of position and cause for immediate dismissal.

G. Absence Without Notification.

- 1. If a manager is absent without providing proper notification to the Chief Executive Officer, deduction may be made from his/her salary for the period of absence, and may result in disciplinary action up to and including termination of employment.
- 2. Absence without notification of more than five working days shall be considered abandonment of position and may result in immediate dismissal.

- H. Notice on Application of Leave. Any manager who is off work on pregnancy disability leave, industrial accident leave, or non-industrial, disability leave (SDI) may choose to have accrued paid sick leave or vacation leave applied to time off, or may choose not to have such paid leave applied. When a manager requests leave under any of the provisions mentioned above, s/he must indicate in writing before or two weeks after leave begins a preference that paid accrued leave is not to be used. In the absence of a written statement of preference from the manager that paid accrued leave is not to be used, YCH will charge paid accrued leave in an amount equal to the difference between the amount of workers' compensation or SDI benefits to which the manager is entitled and the manager's full wage or salary. Under no circumstances may the manager be paid more than his/her full wage or salary.

- I. Management Leave. Since Managers are exempt from the minimum wage and overtime provisions of the law, YCH provides them annually with up to 80 hours of paid management leave. Supervisors will also receive 80 hours of management leave. Time and extent of usage of management leave are subject to prior approval of the Chief Executive Officer. Management leave shall accrue and be available to a manager only if his/her performance is, in the sole determination of the Chief Executive Officer, satisfactory or higher in all categories of duties and responsibilities. In the event a manager terminates employment, s/he will not be required to pay back any portion of management leave previously taken, nor will the Authority pay any manager for management leave left on the records after termination of employment.

**ARTICLE VIII  
EVALUATION AND PERSONNEL INFORMATION**

A. Performance Evaluations.

1. a. Managers shall be evaluated by the Chief Executive Officer at least once each year in the calendar month prior to the manager's anniversary date, except during the first year of employment during which they shall be evaluated more frequently. The evaluation shall be a narrative based upon the duties and responsibilities described in the position's job description and such other duties and responsibilities that the Chief Executive Officer from time to time has given the manager. The overall rating given to the manager shall be either "satisfactory" or "unsatisfactory."
- b. The format for the evaluation (i.e., the evaluation document) shall be developed by mutual agreement of the Chief Executive Officer and the Union; until that agreement is reached, the Chief Executive Officer's narrative shall be the evaluation.
2. If a manager feels that a performance evaluation is in error, s/he may request a meeting with the Chief Executive Officer to review the evaluation. The manager shall specify in writing any issues of disagreement. The Chief Executive Officer shall render a written decision on the controverted issues within ten working days of the receipt of the request for review. The request for review may be filed only if the manager receives an overall rating of less than satisfactory.
3. The performance ratings in an evaluation are not subject to the grievance procedure. Violations of the evaluation procedure are grievable but one or more procedural errors shall not result in invalidation of an evaluation unless the errors were material and adversely affected the manager's ability to perform his/her duties satisfactorily and obtain an overall satisfactory rating.

B. Personnel Information.

1. All manager personnel files are the property of the Housing Authority. A manager's permanent personnel file contains application materials, payroll records, performance appraisals, supervisory notes and records, and any administrative action related to the manager's employment. With the approval of the Chief Executive Officer, managers may request materials be placed in their file. This personnel file is maintained under the supervision of the Chief Executive Officer. It is confidential and only those with the responsibility and the need to know will have access to it. Managers who wish to see their personnel files may make arrangements by contacting the Chief Executive Officer. The file may be viewed in the presence of the Chief Executive Officer at a mutually convenient time during regular business hours.
2. All managers are required to notify the Chief Executive Officer in writing as changes in their personnel information occur. Notification of changes of address, telephone number, marital status, number of dependents, insurance beneficiaries, educational accomplishments, or emergency information should be submitted as soon as possible in order to keep payroll, insurance, benefits, and personnel information accurate and up-to-date.

**ARTICLE IX  
TRANSFERS**

The Chief Executive Officer reserves the right to transfer managers in accordance with the needs of the Authority as determined in good faith by the Chief Executive Officer. No manager shall be permanently transferred between locations without ten (10) calendar days prior written notice. No manager shall be temporarily transferred without at least one calendar day prior notice, except in cases of emergency. Temporary transfers shall be for a period not to exceed ninety working days.

**ARTICLE X  
LAYOFFS**

A. Layoff

1. The provisions of this Article shall apply only to managers hired into positions in the management bargaining unit on or before September 1, 2000.
2. When for reasons of lack of funds, lack of work, reclassification, or reorganization, the Authority has determined a layoff is necessary, the Chief Executive Officer shall give notice thereof to the affected managers. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this article. The Chief Executive Officer shall make an

effort to transfer any manager who is to be affected by a reduction in force to another vacant position for which, as determined by the Chief Executive Officer, the manager qualifies.

- a. Seniority: The seniority date of a manager for purposes of layoff and rehire shall be based upon the first day of paid service. A break in employment shall result in the acquisition of a new seniority date. Any manager laid off again after acquiring permanent status shall, after reinstatement, regain the seniority s/he possessed at the time of layoff. Periods of approved absences in paid status shall be credited as continuous Authority employment.
- b. Bumping: A manager whose position is eliminated may bump a less senior employee in the last lower-level position in which the manager served and attained permanency, provided it has not been abolished and the qualifications have not changed. A manager who cannot bump into his/her last held position because of lack of seniority over the incumbent or other reasons may then bump into the position s/he held with permanent status prior to that time, under the same conditions stated above. A manager who has previously held more than one position with permanent status in the Authority shall bump back in sequence from the most recent to the earliest position held.
- c. Notwithstanding the provisions of Section A2, above, a manager may exercise the bumping rights provided therein only on condition that the manager:
  1. has more Authority-wide seniority than the employee to be displaced;
  2. is willing to accept the reduced compensation level;
  3. meets the minimum qualification for the lower class, as determined by the Chief Executive Officer; and
  4. requests displacement action in writing to the Chief Executive Officer within five days after receipt of the notification of layoff.

3. Notice of Layoff.

- a. The manager shall be given written notice of layoff by the Chief Executive Officer at least twenty-one calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for layoff, effective date of layoff, a form to assert displacement rights, and any information required by Unemployment Insurance Code § 1089 and 22 CCR section 1089-1.

- b. A manager who has been notified of his/her impending layoff shall be granted up to 48 hours released time without a loss of pay or benefits, through prior arrangement with the Chief Executive Officer, to obtain other employment. In addition, managers may request scheduling of accrued vacation for this purpose once notice is given to the manager.
4. Health Insurance: A manager who has been laid off may elect to continue health insurance coverage in the group at his/her own cost, as provided by COBRA, provided that the insurance policy involved allows such continuance. It is the manager's responsibility to make mutually agreeable arrangements for such coverage with the Authority's Business Office.

## **ARTICLE XI GRIEVANCE PROCEDURE**

- A. Definition. A grievance is any dispute between (a) the parties, or (b) the Authority and a manager or managers with respect to a claim of violation of one or more specific provisions of this Agreement that adversely affects the claimant grievant. The articles on Disciplinary Action and Authority Rights are not subject to this grievance procedure.
- B. Intent. It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise informally at the lowest practicable level of supervision, and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits for the initiation of a grievance after the alleged violation of this Agreement, time limits between steps of the grievance procedure, and time limits for answers at the steps of the procedure. Any grievance not initiated or pursued by the Union or aggrieved manager, as the case may be, within these time limits will be considered settled on the basis of the last act or answer by the Authority, unless the time limit is extended by written agreement of both parties. Failure of the Authority to respond in a timely manner at any step shall entitle the grievant to proceed to the next step in the procedure. This procedure shall be the exclusive procedure for adjustment of grievances for all managers in the bargaining unit.
- C. Procedure. Grievances will be processed in the following manner and within the stated time limits.
- D. Informal Grievance. The aggrieved manager or a representative of the Union (if the Union is the grievant) shall orally present the grievance to the Chief Executive Officer within twenty calendar days after the grievant knew or should have known of the act or omission constituting the grievable event but in no event more than forty-five calendar days after the act or omission. The Chief Executive Officer shall give his/her oral answer within twenty calendar days of the date of receipt of the informal grievance.

E. Formal Grievance - Step 1. If the grievance is not resolved under Section D, it may be reduced to writing on the Authority's form setting forth the following:

1. Name of grievant
2. Manager's title;
3. Grievant's mailing address;
4. A clear statement of the nature of the grievance, citing the applicable section of this Agreement alleged to have been violated and all pertinent facts;
5. The date upon which the alleged grievance occurred;
6. The proposed solution to the grievance;
7. The date of execution of the grievance form;
8. The date of presentation of the informal grievance and the name of the person to whom it was presented.
9. The signature of the grievant; and
10. The name and signature of the grievant's representative, if any. A grievance without all of the information set forth above shall not be processed.

The written formal grievance must be presented to the Chief Executive Officer within ten calendar days after the Chief Executive Officer's answer under Section D, above, or, if no timely answer was given, within ten calendar days after the deadline for such an answer. The Chief Executive Officer may meet with the grievant but in any case shall render a written decision within fifteen calendar days after receiving the formal grievance at Step 1.

F. Formal Grievance - Step 2.

1. If the grievance is not satisfactorily resolved at Step 1, the Union may, within ten calendar days after delivery of the Step 1 decision, request a hearing by a hearing officer to be agreed upon by the Union and the Chief Executive Officer from a list supplied by the State Mediation and Conciliation Service. The request for a hearing shall be made in writing to the Chief Executive Officer who shall notify the hearing officer or the Office of Administrative Hearings (see F2, below) of the request. The hearing officer or Office of Administrative Hearings shall then schedule the hearing taking into account the availability of all the parties.

2. If the parties do not agree on a hearing officer within fifteen calendar days after the parties' receipt of the list from the State Mediation and Conciliation Service, the matter shall be heard by an administrative law judge from the State Office of Administrative Hearings.
3. The hearing officer or administrative law judge (hereinafter, the Arbitrator) shall conduct the hearing, and shall render a written proposed decision containing findings of fact and determinations on issues and submit it to Authority's Commission.
4. The Commission may adopt the proposed decision in its entirety, or the Commission may decide the case upon the record, with or without taking additional evidence. The Commission shall render its final decision within sixty calendar days after having received the proposed decision, or within sixty calendar days after having taken additional evidence. A copy of the final decision shall be served upon the grievant and any Union representative. The decision of the Commission shall be final and binding on the parties.

G. Miscellaneous.

1. The Union and the Authority shall each pay one-half the fees and costs of the Arbitrator and any transcript or reporter fees and costs.
2. The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The proposed decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon post-hearing briefs of the parties.
3. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall s/he consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or detracting) of the written terms of this Agreement. The Arbitrator shall not render any

proposed decision or award, or fail to render any proposed decision or award, merely because in his/her opinion such proposed decision or award is fair or equitable.

4. No proposed decision or award rendered by the Arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the five day period specified in Step I of the grievance procedure. The Arbitrator shall have no power to render a proposed decision or award on any grievance occurring before or after the term of this Agreement.
5. Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the Authority of a defense that the dispute is not grievable.
6. The Arbitrator may hear and determine only one grievance at a time unless the Chief Executive Officer expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
7. Motions to Dismiss. If the Chief Executive Officer claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall be heard and ruled upon by the Arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The Chief Executive Officer may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits.
8. It is expressly understood that the only matters which are subject to advisory arbitration under this Article are grievances which were processed and handled in accordance with the grievance procedure above set forth, and which are not excluded from arbitration by other provisions of this agreement.
9. Neither the Authority nor the Union shall take any reprisal against any manager for his/her participation in the grievance procedure.

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**ARTICLE XII  
DISCIPLINARY PROCEDURE**

A. Purpose.

1. To provide the Authority and YCH managers with permanent status an appropriate procedure for processing disciplinary actions and to insure that such managers are provided the rights to which they are entitled under the Constitutions of the United States and the State of California, and any applicable State and Federal laws. (NOTE: SECTIONS A THROUGH J OF THIS ARTICLE SHALL NOT APPLY TO PERSONS WHO ARE HIRED INTO VACANCIES IN POSITIONS IN THE MANAGEMENT BARGAINING UNIT AFTER SEPTEMBER 1, 2000; SUCH PERSONS SERVE AT THE WILL OR THE PLEASURE OF THE HOUSING AUTHORITY, MAY BE DISCHARGED OR OTHERWISE DISCIPLINED WITHOUT CAUSE AND WITHOUT A HEARING, AND MAY BE SUBJECT TO SEPARATE EMPLOYMENT CONTRACTS.
2. To specify the procedure for notice, response meetings, and formal hearings on appeal after disciplinary action.

B. Definitions.

1. Disciplinary Action: Dismissal, demotion, reduction of salary in class, or suspension without pay of a manager with permanent status for cause.
2. Parties: The affected manager and the Executive Director of the Authority.
3. Days: Calendar days, unless otherwise stated.
4. Response Meeting: Informal meeting at which the manager has an opportunity to respond to charges prior to disciplinary action.
5. Hearing: Formal hearing held due to appeal of a manager from disciplinary action taken by the Executive Director.
6. Notice: Notice shall be given by personal delivery or by certified mail.

C. Exclusive Procedure. This procedure shall be the exclusive procedure for taking disciplinary action against managers with permanent status and for appealing those actions.

D. Notice of Proposed Disciplinary Action.

1. Managers shall be given written notice of a proposed disciplinary action at least ten working days in advance of the date the action is proposed to be

taken.

2. The notice of proposed disciplinary action shall contain the following:
  - a. The specific disciplinary action proposed to be initiated;
  - b. The causes for the action and factual charges for the proposed action, including any rule, regulation, ordinance, or statute alleged to have been violated;
  - c. A statement that the manager is entitled to an opportunity to respond to the charges (orally or in writing or both, personally or with a Union representative) to the Executive Director or a person designated by the Executive Director; and
  - d. A statement that if no timely written response or personal response is received by the Executive Director or a person designated by the Executive Director, the Executive Director may order the proposed action into effect.
3. The notice of proposed disciplinary action shall be accompanied by either copies of the material on which the charges and proposal are based, or if the materials are too voluminous to copy easily, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies.
  - a. The manager may copy and inspect all materials designated as the basis for the charges and the proposed disciplinary action.
  - b. The manager may copy and inspect his/her personnel file, upon reasonable request to the Executive Director and at such time as the Executive Director shall set.
  - c. The manager may copy and inspect other Authority records which the manager generated in his/her job.
4. If, during the ten working-day period after service of the notice of proposed disciplinary action, the manager does not deliver a written response to the Executive Director or meet with the person designated by the Executive Director and respond to the charges, the Executive Director may order the proposed action into effect immediately.
5. If the manager requests an opportunity to respond, the Executive Director shall give him/her at least three workdays prior written notice of the time and place of the meeting (preferably at the main offices of the Authority), at which time the manager may respond. The meeting shall be held within the

ten-day period described in 4, above, if practicable. If a meeting is scheduled after the ten-day period, the Executive Director shall not take the final action until the conclusion of the response meeting, except as otherwise provided in this article.

E. Response to Notice of Proposed Disciplinary Action; Meeting.

1. At the time and place set for the response meeting, the manager may respond orally or in writing, alone or with a Union representative.
2. The manager shall not be entitled to call witnesses, shall answer all questions asked by the Executive Director, and shall provide any other information or documents requested.
3. At the meeting, the Executive Director may consider information contained in the proposed charges as well as information presented by the manager or his/her Union representative. If new information relating to new charges is introduced, or if a theory constituting a new ground or occurrence as a basis for discipline is introduced, the manager may request a reasonable continuance to copy materials and respond to these new matters.
4. After the response meeting, the Executive Director shall determine whether or not to issue a Notice of Disciplinary Action.

F. Causes: In addition to any causes provided for by statute or by policy or regulation of the Authority, each of the following constitutes cause for disciplinary action against a manager with permanent status:

1. Falsifying or altering any information supplied to the Authority, including but not limited to information supplied on application forms, employment records, or any other Authority records.
2. Incompetency or unsatisfactory performance.
3. Inefficiency.
4. Neglect of duty.
5. Insubordination.
6. Dishonesty.
7. Drunkenness on duty or being under the influence of alcohol on duty.
8. Intemperance.

9. Addiction to the use of controlled substances or being under the influence of a controlled substance on duty.
10. Absence without leave.
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
12. Immoral conduct.
13. Improper political activity.
14. Willful disobedience.
15. Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment.
16. Unlawful discrimination, including harassment, on the basis of race, religious, creed, color, national origin, ancestry, physical handicap, marital status, sex, age, or sexual orientation against another employee or against a member of the public while acting in the capacity of an Authority manager.
17. Misrepresentation or concealment of any fact in connection with obtaining employment.
18. Abuse of illness or leave privileges.
19. Misappropriation of Authority funds or property for personal use or for sale.
20. Discourteous, offensive, or abusive conduct toward or treatment of the public, a Commissioner, unrepresented employees, managers, confidential unit employees, or general unit employees.
21. For managers who drive a vehicle in the course of their employment:
  - a. Failure to maintain a good personal or business driving record;
  - b. Failure to satisfy the insurability requirements of the Authority's insurance carrier under Authority policies. The Authority's ability to obtain insurance for the manager under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
  - c. Failure to maintain a valid California driver's license in full force and

effect preventing the operation of a vehicle that the manager must drive in the course of employment.

- d. Any manager who is caught driving under the influence in a YCH or other government-owned vehicle will be subject to immediate termination.
22. Falsifying any information supplied to the Authority such as work time sheets, requests for reimbursements, or any other Authority records.
23. Refusal or failure to submit to an examination by a licensed physician when directed to do so by the Executive Director based upon reasonable suspicion of abuse of leave privileges, of use of alcohol or drugs, or reasonable concern about fitness for duty.
24. Other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the Authority or the person's employment.

G. Initiation And Notification Of Charges - Notice of Disciplinary Action.

1. The Executive Director may initiate disciplinary action as defined herein against a permanent manager.
2. In all cases involving disciplinary action, the Executive Director shall serve on the manager a written Notice Of Disciplinary Action either personally or by certified mail, at the manager's last known address. A copy shall be mailed to the Union. The Notice shall include:
  - a. A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of salary in class, discharge);
  - b. A statement of the cause or causes for the disciplinary action, as set forth in F, above;
  - c. A statement of the specific acts or omissions upon which the causes are based; and
  - d. A statement of the manager's right to appeal from the disciplinary action and the manner and time within which the appeal must be filed.

H. Right to Appeal.

1. Within ten calendar days after receiving a Notice of Disciplinary Action described above, the manager may appeal in writing. Any written document

signed, dated, and appropriately filed within the specified time limit by the manager shall constitute a sufficient appeal. An appeal is filed only by delivering the written appeal to the office of the Executive Director during normal work hours of that office. An appeal may be mailed to the office of the Executive Director but must be received or postmarked no later than the time limit stated herein.

2. The appeal shall contain a statement of the specific grounds and reasons for the appeal and a copy of any materials upon which the manager intends to rely in the appeal.
  3. If the manager fails to file an appeal within the time specified, s/he shall be deemed to have waived his/her right to appeal.
- I. Amended/Supplemental Charges. At any time before a final decision on appeal, the Executive Director may serve on the manager an amended or supplemental notice of disciplinary action. If the amended or supplemental notice presents new causes or allegations, the manager shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.
- J. Proceedings on Appeal.
1. The Executive Director shall, within twenty calendar days, set a date for the hearing which shall be held within thirty days of the date the appeal is received by the Executive Director, subject to the availability of an agreed-upon hearing officer. These time limits may be extended by the mutual written agreement of the parties. If the parties do not agree on the hearing officer within ten calendar days of the receipt of the appeal, the hearing shall be conducted by an administrative law judge from the State Office of Administrative Hearings. The costs of the hearing officer or administrative law judge (hereinafter, the arbitrator), the court reporter, and of providing a record (transcript) of the hearing shall be divided equally between the Union and the Authority.
  2. Any appeal from disciplinary action must be made through this procedure. The grievance procedure shall not apply to contest the validity of any disciplinary action or any alleged contract violation related to any disciplinary action.
  3. At least five working days prior to the hearing, each party shall serve a list of witnesses and copies of all intended exhibits on the other party. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the arbitrator.

4. The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The hearing shall be a private hearing.
5. The manager may be represented by the Union, or if the manager chooses not to be represented by the Union, the manager may be self-represented. The manager has the further right to pay for and retain independent counsel for representation at the hearing.
6. The manager shall be entitled to appear personally at the hearing and produce evidence.
7. The Union shall have the right to attend the hearing if the Union is not chosen by the manager as his/her representative.
8. The Housing Authority may also be represented by counsel.
9. At the hearing, the Housing Authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing facts by a preponderance of the evidence. The arbitrator shall administer oaths and take official notice of facts as authorized by law.
10. Oral evidence shall be taken only on oath or affirmation.
11. A court reporter shall take a transcript of the hearing.
12. The arbitrator may consider the records of any prior disciplinary actions against the manager which are final, and any records contained in the manager's personnel files if such records were introduced at the hearing.
13. Each party may call and examine witnesses; introduce exhibits; cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; impeach any witness; and rebut evidence. The manager-appellant may be called and examined as if under cross-examination.
14. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient alone to support a finding unless it would be admissible over

objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

15. a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case. The decision shall contain and be limited to specific factual findings relating to the facts alleged in the disciplinary order and any facts asserted by the manager for purposes of defense or mitigation; a determination of legal issues, if any; a determination of whether the facts found constitute good cause for discipline; and an order that affirms, modifies, or sets aside the order of disciplinary action imposed by the Executive Director.
  - b. If good cause for discipline is found, the arbitrator shall not modify the action imposed by the Executive Director unless the arbitrator determines that the discipline imposed by the appointing authority constitutes an abuse of discretion as a matter of law.
16. The decision of the arbitrator shall be final and binding.
17. The Housing Authority agrees that managers shall not suffer loss of compensation for time during work hours spent as a witness at an arbitration hearing held pursuant to this article. The manager and the Union agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

## **ARTICLE XII MISCELLANEOUS**

- A. Discrimination. The Authority and the Union agree not to unlawfully discriminate against any manager on the basis of Union membership or non-membership or on the basis of Union activity protected under the California Meyers-Milias-Brown Act.
- B. Savings. If any part of this Agreement is found by a court of competent jurisdiction to be illegal, such illegality shall not in any way invalidate any other parts of this Agreement.
- C. Concerted Activities and Lockouts. For the duration of this Agreement and any good faith negotiations to create a successor Agreement, the Union and its bargaining unit members agree that they, and each of them, shall not call, sanction, or engage in any strike (including sympathy strikes), slowdown, suspension of or stoppage of work activity, sickout, or any other activity against the Authority which would involve suspension of or interference with the normal work of the Authority, and the Authority shall not cause or engage in any lockout of bargaining unit members. In the event that bargaining unit members participate in

any such activity, the Union shall notify them to cease and desist from such activity and instruct them to return to their normal duties.

D. Driver License and Insurability.

1. Current practices regarding the use of personal vehicles for YCH business by managers shall continue unchanged. A manager may be required as a condition of employment to provide a personal vehicle for YCH business.
2. A manager who is authorized to drive an YCH vehicle or personal vehicle in the course of his/her employment shall be required as a condition of employment to maintain the required driver license for the vehicle utilized on the job and the minimum insurance on the personal vehicle which is required by State law.
3. In addition, a manager who is authorized to drive a YCH vehicle in the course of his/her employment shall maintain a safe driving record such that no assigned risk or insurability penalties are applied to YCH's insurance rates. Failure to do so will necessitate that the manager provide his/her personal vehicle for use on the job where possible, and in other instances, may result in disciplinary action and/or the manager's payment of the increased insurance charges.
4. The manager shall notify the Chief Executive Officer of the loss, suspension, or cancellation of his/her driver's license on the first working day following such loss.

E. Retirement Contributions to PERS.

1. The Housing Authority shall pay the employer share of the PERS contribution.
2. Managers shall pay the entire share of their contribution to PERS, up to seven percent (7.0%) for employees. Manager contributions shall be made on a pretax basis as provided for under IRS Code Section 414(h).3. The parties agree to renegotiate in good faith the amount of the employee share of PERS contribution, if any, paid by managers during negotiations for any subsequent agreement.
3. The parties agree that the Housing Authority will comply with the Public Employees Pension Reform Act of 2013 (Cal. Government Code §§7500, et seq.) with respect to pension formulas and contributions with respect to all new and current managers.

F. Term of Agreement.

1. This Agreement shall remain in full force and effect from upon final ratification of this Agreement by both parties. In the event that after January 1, 2018, changes to the state or federal funding of the Housing Authority or to the state or federal budget dealing with funds directed to the Housing Authority results in a situation in which additional cuts to the Housing Authority budget for the fiscal year covered by the term of this MOU, the parties agree, that if requested by the Housing Authority, the parties shall reopen negotiations to negotiate in good faith over steps to address the new budgetary shortfall caused by state or federal actions or budget issues.
2. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.
3. If subsequent to the final approval of this Agreement any other term or benefit of employment is negotiated with by YCH with any other represented unit of employees that is greater to or in addition to the terms or benefits contained in this Agreement YCH and the Union agree, upon the written request of the Union, to meet and negotiate in good faith on such new term or benefit and whether the same or greater term or benefit shall be extended to the management unit.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 856

HOUSING AUTHORITY OF THE  
COUNTY OF YOLO

By: \_\_\_\_\_  
Kenneth Akins  
Lead Negotiator

By: \_\_\_\_\_  
Lisa A. Baker  
Lead Negotiator

By: \_\_\_\_\_  
Irma Jimenez-Perez

By: Hope P. Welton  
Hope P. Welton  
Agency Counsel

By \_\_\_\_\_  
Peter Finn, Secretary/Treasurer  
Teamsters Local 856

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Approved by the Yolo County Housing Authority Commission on this  
25th day of October, 2017.

  
\_\_\_\_\_  
Mark Johannessen  
Yolo County Housing Authority Commission  
Housing Authority of the County of Yolo

Approved as to Form:

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

Attest:

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

By Julie Dachtler  
\_\_\_\_\_  
Deputy



Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 17-45 Item No. 8, of the Yolo County Housing meeting of October 25, 2017.

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

8.

Review and Approve Assignment of Preference Points in the Admissions and Continued Occupancy Plan (ACOP) for Displacement to Conform to other YCH programs (Holt)

Approved recommended action 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:** October 25, 2017  
**TO:** YCH Housing Commission  
**FROM:** Lisa A. Baker, Chief Executive Officer  
**PREPARED BY:** Janis Holt, General Director  
**SUBJECT:** **Review and Approve Assignment of Preference Points in the Admissions and Continued Occupancy Plan (ACOP) for Displacement to Conform to other YCH Programs.**

## **RECOMMENDED ACTION**

That the Housing Commission approve the assignment of two points to the Involuntary Displacement preference as already approved by the Commission in the Housing Choice Voucher Administrative Plan.

## **BACKGROUND/DISCUSSION**

Yolo County Housing (YCH) must have adopted policies regarding various aspects of organizing and managing all of their programs, including the Public Housing waitlist for applicant families. The two plans that are the policies and guidelines for YCH staff to follow in the operations of the U.S. Department of Housing and Urban Development (HUD) programs are the Admissions and Continued Occupancy (ACOP) for our public housing (units owned and managed by YCH) and the Administrative Plan for Housing Choice Voucher (tenant subsidy program to private landlords). Both plans provide guidelines for determining eligibility for admission into their programs, including local wait list preferences.

On March 1, 2005, the Commission approved the ACOP local preferences for applicants on the wait list for admission into the public housing program including an involuntarily displaced preference defined as:

- Families who claim they are being or have been displaced due to either a natural disaster declared by the President of the United States, displaced through no fault of their own, by governmental action, or displaced by domestic violence.

These sub-cat or government action: written verification by displacing unit or agency of the government.

Currently, the ACOP is silent on the number of points for this preference.

On October 23, 2014, the Housing Commission approved the assignment of two points to the Displaced by Government Action preference in the Housing Voucher Administrative Plan for families or individuals who meet this criteria.

In order to provide consistency and conformity across both programs, staff recommends the assignment of two preference points to the displaced preference in the ACOP so that it aligns with the Voucher program.

### **FISCAL IMPACT**

None.

### **CONCLUSION**

Staff recommends that the Housing Commission approve the assignment of two points to the involuntary displacement preference in the Admissions and Continued Occupancy Plan.

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 17-45 Item No. 9, of the Yolo County Housing meeting of October 25, 2017.

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

9. Review, Approve and Authorize the Write-Off of Quarterly Uncollectible Debt in Accordance with the Adopted Accounts Receivable Charge-Off Policy (Gillette, Dogias)

Approved recommended action on Consent.



## ***Yolo County Housing***

147 W. Main Street                      Woodland: (530) 662-5428

WOODLAND, CA 95695                  Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

**DATE:**                                      October 25, 2017

**TO:**    YCH Housing Commission

**FROM:**                                        Lisa A. Baker, Chief Executive Officer

**PREPARED BY:**                          Tom Dogias, Real Estate Services Supervisor

**SUBJECT:**                                  **Review, Approve and Authorize the Write-Off of Quarterly Uncollectible Debt in Accordance with the Adopted Accounts Receivable Charge Off Policy**

### **RECOMMENDED ACTIONS:**

That the Housing Commission:

1. Authorize YCH staff to write off bad debts in the amount of \$11,615 in the Yolo County Housing Low Income Public Housing Program for the period ending September 30, 2017.

### **BACKGROUND/DISCUSSION**

In accordance with the YCH Accounts Receivable Write Off Policy, staff requests that the Commission authorize the write off of debts that have not been collected for the quarter ending September 30, 2017. This amount of bad debts for the quarter are a result of:

- One very difficult eviction that required extensive bio-hazard clean up, floor replacement, past due rent, and legal fees which propelled the fees and damages to \$8,500.
- Two additional difficult evictions where the former tenants left substantial damage requiring additional cleaning/maintenance services with little chance of financial recovery.

Real Estate Services staff have continuously attempted to collect on these outstanding charges with no results. In coordination with the Finance Department, staff has assessed the collectibility of the tenant balances provided and have exhausted all efforts to locate the tenants and/or collect payment.

As a result, staff asks approval to submit write off documentation to Finance for entry into the Tenant Accounts Receivable System (TARs). These debts are forwarded to our collection agency for a final attempt at restitution.

### **FISCAL IMPACT LOW INCOME PUBLIC HOUSING**

For the first quarter of FY 2017-2018, bad debts requested to be written off for Low Income Public Housing total \$11,615.00. This amount is 2.5% of total rents charged for the programs during this period.

Low Income Public Housing Write-Offs approved per year have been:

● 2008-2009	\$25,500	1.16%
● 2009-2010	\$19,200	1.23%
● 2010-2011	\$22,300	1.49%
● 2011-2012	\$18,000	1.20%
● 2012-2013	\$ 7,500	0.50%
● 2013-2014	\$16,730	0.93%
● 2014-2015	\$17,635	1.00%
● 2015-2016	\$9,229	0.50%
● 2016-2017	\$6,805	0.29%

### **CONCLUSION**

The periodic write off of uncollectible accounts receivable helps the Agency present a true representation of revenues that can be expected to be received and of debts that have a reasonable chance of being successfully collected.

Staff recommends that the Commission approve the requested authorization to write off debt in the amount of \$11,615.00.

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 17-45 Item No. 10, of the Yolo County Housing meeting of October 25, 2017.

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

10.

Review, Approve and Adopt a Resolution Updating the YCH Resident-Citizen Participation Plan in Accordance with Requirements of the Affirmatively Furthering Fair Housing Rule (Baker, Holt)

Approved **Resolution No. 17-14** 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:** October 25, 2017  
**TO:** YCH Housing Commission  
**FROM:** Lisa A. Baker, CEO  
**PREPARED BY:** Janis Holt, General Director  
**SUBJECT:** **Review, Approve, and Adopt a Resolution Updating the YCH Resident-Citizen Participation Plan in Accordance with the Affirmatively Furthering Fair Housing Rule**

### **RECOMMENDED ACTION**

That the Housing Commission:

1. Review and Approve the Resident/Citizen Participation Plan; and
2. Adopt a Resolution for Immediate Implementation; and
3. Authorize the CEO to implement

### **BACKGROUND/DISCUSSION**

In accordance with HUD Regulations, 24 CFR, Section 903, *Public Housing Agency Plans*, Yolo County Housing provides a strategic framework for management operations and capital planning to help ensure local accountability and an easily identifiable source by which public housing residents, participants and other members of the public may locate basic policies, rules and requirements concerning YCH operations, programs and services.

Tenant participation is an important component of the planning process for the Five-Year Agency Plan, Annual Update to the Five-Year Agency Plan, Capital Fund Annual Statement and Five Year Plan, the Admissions and Continued Occupancy Plan (ACOP), the Administrative Plan, Significant Amendments, and the Affirmatively Furthering Fair Housing (AFFH) Plan.

As part of the planning process, YCH abides by the requirements outlined in the code of federal regulations including the establishment of a jurisdiction-wide Resident Advisory Board (RAB), public notice and public comment periods at a minimum of 45-days prior to the public hearing.

Outlined in 24 CFR 5.158 and 24 CFR 903.17, there are additional processes required to assure participating jurisdictions and PHA's achieve an inclusive fair housing planning process where community members, community based organizations, and program participants contribute to the development of the AFFH Plan.

To ensure clarity, transparency and promote participation, staff has taken the resident and citizen participation components from their other plans and the AFFH requirements and incorporated it into **one single** updated Resident/Citizen Participation Plan for ease of implementation.

**FISCAL IMPACT:**

None.

**CONCLUSION:**

Staff recommends that the Commission approve the Resident/Citizen Participation Plan

**Attachment:** Draft Resident/Citizen Participation Plan and Resolution



## **Yolo County Housing**

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

*Draft - October 25, 2017*

### **Yolo County Housing Resident/Citizen Participation Plan**

#### Introduction

It is the intent of Yolo County Housing (YCH) to encourage and facilitate the participation of residents, participants, and applicants of HUD funded programs in the formulation of priorities, strategies, funding allocations, policies and procedures in accordance with 24 CFR, 903.13, 903.15, 903.17 and 903.19 in the development of the following:

- Five-Year Agency Plan – *Comprehensive guide to public housing agency policies, programs, operations, and strategies for meeting local housing needs and goals submitted to HUD once every 5<sup>th</sup> fiscal year.*
- Annual Update to the Five-Year Agency Plan
- Capital Fund Annual Statement and Five Year Plan (CAP Fund) – *Funds provided annually to public housing agencies for the development, financing, and modernization of public housing developments and for management improvements.*
- Affirmatively Furthering Fair Housing (AFFH) – *Required once every five years providing an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities free from discrimination.*
- Significant Amendments (if applicable) – *Amendments to any existing Plans that would be considered a change of a sufficient nature that could impact program participants, planned or actual use of federal funds, or major changes in policies or activities.*
- Admissions and Continued Occupancy Plan (ACOP) – *Local regulations and guidelines that govern the low rent public housing program written in accordance with HUD regulations and approved by the Housing Commission.*
- Administrative Plan - *Local regulations and guidelines that govern the housing*

*choice voucher program written in accordance with HUD regulations and approved by the Housing Commission.*

### Use of the Resident/Citizen Participation Plan

This Plan identifies strategies to obtain participation from those persons directly affected by the AFFH, Five-Year Agency Plan, Annual Plan, Cap Fund, Significant Amendments, ACOP and Administrative Plan to provide accurate information and timely notification of activities, to provide education and assistance to residents to access YCH programs, to involve residents during all stages of the process, and to respond to specific complaints and needs of residents. YCH will take whatever actions are appropriate to encourage the participation of all citizens engaged in our programs, including minorities and persons with limited English speaking proficiency, persons with disabilities, and residents of public and assisted housing. YCH staff will encourage the participation of residents of public and assisted housing developments and recipients of tenant-based assistance in the process of developing and implementing the goals of the agency's plans and the AFFH Plan. Staff will coordinate with entitlement jurisdictions in Yolo County (City of Davis, City of Woodland, and City of West Sacramento) on the development of the AFFH.

### General Process

**Resident Advisory Board:** YCH has established one jurisdiction-wide Resident Advisory Board (RAB) as outlined in 24 CFR, Section 903.13(4) that adequately reflects and represents the residents assisted by the agency. YCH will make every effort to hold regular meetings with the RAB to include, but not limited to;

1. Initial meeting prior to the written draft Plan(s) to solicit input and gather additional information about community needs.
2. Review meeting to gather additional recommendations and/or comments from the RAB on draft plans during the 45 day comment period.

During RAB meetings, staff will take notes of comments and recommendations by RAB members. If required, YCH will incorporate RAB comments into the final Plan(s) prior to submission to the Housing Commission for approval.

**Public Hearing:** The Housing Commission must conduct a public hearing to discuss the Plan(s) and invite public comment on the Plan(s). The hearing must be conducted at a location that is accessible to residents served by Yolo County Housing. The location will be ADA accessible for persons with disabilities, close to public transportation, and be able to accommodate individuals who are limited English.

Not later than 45 days before the public hearing is to take place, YCH will:

1. Make the proposed Plan(s), the required attachments and documents related to

the Plan(s), and all information relevant to the public hearing to be conducted, available for inspection by the public at the principal and field offices of Yolo County Housing located at:

- a. Yolo County Housing Administrative Office, 147 West Main Street, Woodland, CA 95695
  - b. El Rio Villas Housing Office, 62 Shams Avenue, Winters, CA 95694
  - c. Las Casitas Housing Office, 685 Lighthouse Drive West Sacramento, CA 95605
  - d. Davis Branch Library, 315 E. 14th Street, Davis, CA 95616
  - e. Posted to the Yolo County Housing website, [www.ych.ca.gov](http://www.ych.ca.gov).
2. Publish a notice informing the public that the information is available for review and inspection, and that a public hearing will take place on the plan, and the date, time and location of the hearing. The Notice will be published in one or more of the following:
- a. Winters Express
  - b. Woodland Daily Democrat
  - c. Davis Enterprise
  - d. West Sacramento News Ledger
  - e. Posted to the Yolo County Housing website, [www.ych.ca.gov](http://www.ych.ca.gov)
3. Conduct reasonable outreach activities to encourage broad public participation in the process which may include, but not limited to:
- a. On-site resident meetings at public housing campuses
  - b. Social media through YCH Facebook Page and other social media vehicles if appropriate.
  - c. Partner meetings such as the Partner Coordinating Committee (PCC)

**Housing Commission:** The Housing Commission must approve the proposed Plan(s) and/or Significant Amendments authorizing the CEO to execute and implement. The approval process may require the adoption of a resolution.

For other publication purposes, YCH defines a General Circulation Publication as being one of the following:

- A. Woodland Daily Democrat
- B. Davis Enterprise

Additional Processes Required for AFFH Plan:

The requirement at 24 CFR 5.158 provides that the public has reasonable opportunities for involvement in the development of the AFFH and in the incorporation of the AFFH into the Public Housing Agency Plans. These requirements are aimed at assisting program participants achieve an inclusive fair housing planning process where

community members, community based organizations, and program participants contribute to the development of the AFFH, as well as plans and activities to achieve fair housing goals.

Yolo County Housing must follow the procedure outlined in the General Process in developing the AFFH including obtaining RAB and community feedback, and addressing complaints. In addition, YCH must:

- Ensure that the Annual Plan is consistent with the applicable jurisdiction's consolidated plan(s).
- Make any proposed analysis and relevant documents, **Including the HUD-provided data** and any other data to be included in the AFFH available to the public at least 45 days prior to the hearing.
- Follow public notice and public hearing requirements.

YCH may hold open community meetings at their affordable housing campuses to increase community participation beyond the RAB.

**HUD Submission:** Yolo County Housing will submit all required Plans to HUD for their review and approval by the designated due date.

#### Other Resident Participation Plan Requirements

*Access to Records:* YCH will provide access to public records related to the Plan(s) and the agency's use of assistance under the programs covered by the plans through written request. YCH may charge a fee for copies to recover cost of material and operations. YCH will require an appointment to view records, and, in most cases, will require YCH staff to be present during inspection of records.

*Translation and Interpretation Services:* If limited English proficiency or disabled persons request assistance to participate in a public hearing, YCH staff will retain appropriate assistance to allow such residents to participate in accordance with the agency's Language Assistance Plan and/or Reasonable Accommodation Policy. Upon request, YCH will translate documents and/or provide a proficient interpreter during the public hearing and/or during the public participation process.

*Technical Assistance:* YCH will endeavor to assist community groups and individuals as requested. The provision of assistance will be determined based on staff availability, the relationship of the request, and other available resources.

*Written Inquiries and/or Complaints:* YCH will respond to written complaints related to the Plan(s) in a timely manner, within 15 working days of receipt of the complaint by the

appropriate department/division. Written complaints should be presented by letter or email to:

Janis Holt  
General Director  
Yolo County Housing  
147 West Main Street  
Woodland, CA 95695  
Or email to: [jholt@ych.ca.gov](mailto:jholt@ych.ca.gov)

If the response is not sufficient or satisfactory, the complainant may submit an appeal to the CEO:

Lisa A. Baker  
CEO  
Yolo County Housing  
147 West Main Street  
Woodland, CA 95695  
Or email to: [lbaker@ych.ca.gov](mailto:lbaker@ych.ca.gov)

**FILED**

NOV 09 2017

BY Julie Rachtz  
DEPUTY CLERK OF THE BOARD

**YOLO COUNTY HOUSING  
RESOLUTION NO. 17- 14**

(Resolution Adopting the Yolo County Housing Resident/Citizen Participation Plan)

**WHEREAS**, Yolo County Housing submits a Five-Year Agency Plan, Annual Update to the Five-Year Agency Plan, Capital Fund Annual Statement and Five Year Plan to HUD; and

**WHEREAS**, Yolo County Housing is required to incorporate additional processes to its' Resident and Citizen Participation Plan for the Affirmatively Furthering Fair Housing Plan; and

**WHEREAS**, Yolo County Housing abides by the requirements outlined in 24 CFR, Sections 903.13, 903.15, 903.17 and 903.19; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Housing Commission of Housing Authority of the County of Yolo adopts the Resident/Citizen Participation Plan, effective immediately upon adoption.

**PASSED AND ADOPTED**, by the Housing Commission of the Housing Authority of the County of Yolo, State of California, this 25<sup>th</sup> day of October 2017 by the following vote:

AYES: Arnold, Barajas, Johannessen, Neu, Thomson, Vanderford.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Wienecke-Friedman.

\_\_\_\_\_  
Mark Johannessen, Chair  
Housing Commission 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, Agency Clerk  
Housing Commission of the  
Housing Authority of the County of Yolo

By Julie Rachtz



*Working together to provide quality affordable housing and community development services for all*

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 17-45 Item No. 11, of the Yolo County Housing meeting of October 25, 2017.

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

11.

Review and Approve a One Year Extension of Fair Housing Agreement with Legal Services of Northern California and Authorize the CEO to Execute (Baker, Holt)

Approved **Agreement No. 17-06** on Consent.



## ***Yolo County Housing***

147 W. Main Street                      Woodland: (530) 662-5428

WOODLAND, CA 95695                  Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

**DATE:**                                      October 25, 2017

**TO:**    YCH Housing Commission

**FROM:**                                        Lisa A. Baker, Chief Executive Officer

**PREPARED BY:**                          Janis Holt, General Director

**SUBJECT:**                                  **Review and Approve a One-Year Extension of Fair Housing Agreement with Legal Services of Northern California and Authorize the CEO to Execute**

### **RECOMMENDED ACTIONS:**

That the Housing Commission:

1. Review and Approve the One-Year Extension of the Fair Housing Agreement;  
and
2. Authorize the CEO the execute.

### **BACKGROUND/DISCUSSION**

In accordance with our procurement guidelines for professional services, staff has prepared a Request for Proposal for Fair Housing Services for over 10 years. During the last procurement process and in previous years, Legal Services of Northern California (LSNC) has been the sole, successful proposal. YCH entered into a three-year agreement with LSNC for fair housing services in 2014.

During this agreement reporting period, LSNC has met the contract service delivery including the coordination of the annual fair housing workshop which had record landlord attendance in 2017.

Staff is proposing to extend the Agreement for Fair Housing Services with LSNC for one additional year effective October 1, 2017 - September 30, 2018 which is allowed under our Procurement Procedural Guidelines at the same annual contract amount of Ten thousand dollars and no cents (\$10,000.00). This will allow for continued fair housing services to our residents and tenants without interruption while staff conducts the RFP process.

**FISCAL IMPACT LOW INCOME PUBLIC HOUSING**

None. The annual contract amount of \$10,000.00 has been approved in the budget.

**CONCLUSION**

Staff recommends that the Housing Commission approve the one-year extension on the fair housing services agreement with Legal Services of Northern California and authorize the CEO to execute.

**Attachment:** First Amendment to Agreement for Fair Housing Services

**Agreement No. 17-06**

**YOLO COUNTY HOUSING**

**FIRST AMENDMENT TO AGREEMENT FOR FAIR HOUSING SERVICES**

This First Amendment ("First Amendment") to Agreement No. 2014-LSNC-PS is made and entered into this 25th day of October, 2017, by and between the Housing Authority of the County of Yolo, a public body corporate and politic ("YCH"), and Legal Services of Northern California, a California nonprofit legal corporation ("Contractor").

**WITNESSETH**

**WHEREAS**, YCH is authorized under Federal and State law to make contracts as necessary for the exercise of its powers; and

**WHEREAS**, YCH and Contractor entered into Agreement No. 2014-LSNC-PS on November 18<sup>th</sup>, 2014 for Fair Housing Services from October 1, 2014 through September 30, 2017; and

**WHEREAS**, YCH has a continued need for professional services for fair housing; and

**WHEREAS**, CONTRACTOR has effectively and competently provided the services, as outlined in the Agreement to YCH; and.

**WHEREAS**, YCH wishes to elect to extend Agreement No. 2014-LSNC-PS for a one-year period to allow YCH to complete the Request for Proposal process; and

**WHEREAS**, all other terms and conditions in Agreement No. 2014-LSNC-PS shall remain unchanged.

**NOW, THEREFORE**, LSNC and County agree as follows:

1. Article 3 of Agreement No. 2014-LSNC-PS is hereby amended to read as follows:

The term of this Agreement shall be for a period of four (4) years, commencing on October 1, 2014 and ending on September 30, 2018, unless sooner terminated as hereinafter provided.

2. All other terms and conditions of Agreement No. 2014-LSNC-PS shall remain in full force and effect.

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

**CONTRACTOR:**

**YCH:**

Legal Services of Northern California

Housing Authority of the County of Yolo

By: \_\_\_\_\_  
Gary Smith, Executive Director

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

By: \_\_\_\_\_  
Alysa E. Meyer, Managing Attorney

Approved as to Form:

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

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 17-45 Item No. 12, of the Yolo County Housing meeting of October 25, 2017.

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

12.

Receive and File Unaudited Financial Statement for Fiscal Year Ending June 30, 2017 (Gillette, Baker)

Approved recommended action 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: October 25, 2017

TO: YCH Board of Commissioners

FROM: Lisa A. Baker, Chief Executive Officer

PREPARED BY: Jim Gillette, Finance Director

SUBJECT: **Receive and File Unaudited Financial Statement for Fiscal Year Ending June 30, 2017**

## **RECOMMENDED ACTION:**

Receive and file the unaudited financial report for the fiscal year ending June 30, 2017.

## **BACKGROUND/DISCUSSION:**

Annually, each housing authority is required to submit to HUD its "Unaudited" Financial Data Schedule by the end of the second month after the housing authority's year end with an automatic fifteen-day extension prior to imposing penalties. YCH's Unaudited Financial Data Schedule (FDS) has been submitted to HUD as required. A summary of the results is included in this document with the printed FDS reports attached. Depreciation is a "non-cash" expense which spreads the cost of capital assets over their useful life, but which has no useful meaning for a public agency not subject to income tax and is therefore ignored in the analysis.

These financial statements do not include the impact of current year entries for GASB 68 and GASB 45 adjustments from the actuarial reports not available at the time the reports had to be filed with HUD.

Below is a program by program overview of revenue and expenses. A more detailed discussion will be incorporated into the audited financial statements in the Management Discussion and Analysis (MD&A) section.

- **Project Total (Low Income Public Housing/AMPs):**
  - The three public housing Asset Management Projects (AMPs) receive an Operating Subsidy (\$1,173,554) and Capital Funds (\$261,820) from HUD, which are used to subsidize the costs of running the sites during the year.
  - This program had a combined operating fund balance decrease of \$13,492 (excluding depreciation) on revenue of \$3,309,902, which was primarily related to OPEB contributions of \$25,000 made partially from cash reserves;
  - Income earned in the AMPs is restricted for use within the AMPs.
  
- **Rural Rental Assistance Payments (Davis Solar Homes):**
  - Consists of 7 units (3 duplexes and 1 single-family home) in the City of Davis.
  - This program experienced slightly lower revenue than expenses for the current year with a net decrease in fund balance (excluding depreciation) of \$1,472, which was absorbed by utilizing some of the operating reserves with a current balance of about \$45,000. The small annual rental rate increases approved by the Board in June 2016 and continual focus on managing costs are designed to address the operating shortfall in the future.
  
- **Resident Opportunity and Supportive Services (ROSS Grant):**
  - Is a reimbursement program for specific types of expenses related to self-sufficiency programs within our public housing portfolio. Any small income or loss is the result of timing differences between the actual expenses incurred and the billing for the related reimbursements.
  
- **Housing Choice Vouchers (HCV) Program:**

Though the administration and management of this program is combined in the attached reports, we have highlighted the notable items below:

  - Revenue for the HCV administration and management portion of the program from HUD during the year was \$1,256,596 offset by operating expenses of \$1,252,650, which equates to an increase in unrestricted administrative fund balance (UNP) of \$3,946.
  - The Housing Assistance Payments (HAP) funded by HUD during the year were \$11,644,582 with HAP payments of \$11,789,676 which translated into \$145,095 decrease in the HAP reserves (NRP). Due to ongoing rent and other cost increases per voucher of about 3.5%, plus reduced funding of about 23.8% compared to the prior year, we were forced to allow the number of voucher holders in the program to shrink by 91 families (just over 6%) during the year.
  
- **Discretely Presented Component Unit (New Hope Crosswood Associates LP/Crosswood Apartments):**
  - Is a tax credit partnership where a subsidiary of New Hope CDC is the sole general partner and therefore the entire financial picture for this

project is included in our financials even though our ownership interest is only 0.01%.

- The numbers presented are from the December 31, 2016 audit report.
- **Blended Component Unit (New Hope CDC development and program activity, plus Cottonwood Meadows Senior Apartments):**
  - An increase in fund balance of \$232,013 (excluding depreciation) for the year, is primarily related to the development fees earned from its work with Mercy Housing on the 180 W Beamer/20 N Cottonwood development project that broke ground at the end of the year.
  - Expected development and other fee revenue for other development projects was recognized in FY2015, so only adjustments for these items will be recognized in the current and future years, which are expected to be minor.
  - Cottonwood Meadows Senior Apartments activities for the year decreased fund balance by \$2,065 (excluding depreciation) from its operations on revenue of \$300,339. The limited revenue options, coupled ongoing operating and maintenance costs increases, including some significant deferred maintenance, at the property, was addressed by the rental rate increases approved by the Board in December 2016.
- **State & Local (Pacifico, ADMH/Helen Thompson Homes, 3 migrant centers):**
  - These are all cost reimbursement programs where YCH is reimbursed for costs plus a management fee. Any increase in fund balance is for funding into replacement or operational reserves which are restricted for use only within the originating program.
- **Business Activities (Woodland Community Center II):**
  - Is a development project related to the demolition of an old building (completed during the year) and future construction of a new community center. These costs are capitalized on the balance sheet.
- **COCC (General Fund and administration building):**
  - Increase in fund balance of \$274,154 (excluding depreciation) on revenues of \$2,587,765.
  - Fee revenue of \$1,949,093 is offset by fee expenses paid by the programs, which is therefore eliminated on consolidation.
  - Capital fund contributions of \$167,898 were made through the CFFP to pay debt service on the administration building. These debt service payments included principal payments of \$151,838, which represents an increase to fund balance.
  - Rental income collected from the chiropractor office in the administration building of \$35,199 was an increase to fund balance.

## **FISCAL IMPACT**

Overall, YCH has been able to maintain operating revenue slightly above operating expenses across the portfolio. The combination of third-party rental income and CFFP contributions of \$319,736 on the administration building represent the majority of the net increase to fund balance of \$504,363 (excluding depreciation, GASB 68, and GASB 45 impacts) to the portfolio.

YCH will continue to prepare its budget forecasts in conservative manner as funding levels remain uncertain.

Although this is the “Unaudited FDS,” staff expects the final report will have no significant changes at conclusion of the audit other than reclassification entries for presentation purposes and the items noted above.

Attachments:

Agency Wide Unaudited Consolidated Balance Sheet and Revenue & Expense Reports



Entity Wide Balance Sheet Summary

Submission Type: Unaudited/Single Audit

Fiscal Year End: 06/30/2017

	Project Total	10.427 Rural Rental Assistance Payments	14.870 Resident Opportunity and Supportive Services	14.871 Housing Choice Vouchers	6.1 Component Unit - Discretely Presented	6.2 Component Unit - Blended	2 State/Local	1 Business Activities	COCC	Subtotal	ELIM	Total
111 Cash - Unrestricted	953,315	53,447		636,043	25,873	465,857	995,399		173,067	3,303,001		3,303,001
112 Cash - Restricted - Modernization and Development		44,674			135,322		1,068,418			1,248,414		1,248,414
113 Cash - Other Restricted				135,564	34,769	180,511	23,509		8,549	382,902		382,902
114 Cash - Tenant Security Deposits	166,561	2,872			13,311	15,059	53,102			250,905		250,905
115 Cash - Restricted for Payment of Current Liabilities												
<b>100 Total Cash</b>	<b>1,119,876</b>	<b>100,993</b>	<b>-</b>	<b>771,607</b>	<b>209,275</b>	<b>661,427</b>	<b>2,140,428</b>	<b>-</b>	<b>181,616</b>	<b>5,185,222</b>	<b>-</b>	<b>5,185,222</b>
121 Accounts Receivable - PHA Projects												
122 Accounts Receivable - HUD Other Projects			32,787							32,787		32,787
124 Accounts Receivable - Other Government				12,353		2,657	463,102		94,874	572,986		572,986
125 Accounts Receivable - Miscellaneous	2,003			759		1,052,927		4,013	41,336	1,101,038		1,101,038
126 Accounts Receivable - Tenants	27,997					3,204	509			47,629		47,629
126.1 Allowance for Doubtful Accounts - Tenants	(4,300)						(1,000)			(10,800)		(10,800)
126.2 Allowance for Doubtful Accounts - Other												
127 Notes, Loans, & Mortgages Receivable - Current									71,422	71,422		71,422
128 Fraud Recovery												
128.1 Allowance for Doubtful Accounts - Fraud												
129 Accrued Interest Receivable												
<b>120 Total Receivables, Net of Allowances for Doubtful Accounts</b>	<b>25,700</b>	<b>-</b>	<b>32,787</b>	<b>13,112</b>	<b>3,204</b>	<b>1,055,093</b>	<b>473,521</b>	<b>4,013</b>	<b>207,632</b>	<b>1,815,062</b>	<b>-</b>	<b>1,815,062</b>
131 Investments - Unrestricted									38,395	38,395		38,395
132 Investments - Restricted												
135 Investments - Restricted for Payment of Current Liability												
142 Prepaid Expenses and Other Assets	115,440	1,846		6,353	15,677	10,165	51,040		57,203	257,724		257,724
143 Inventories	19,211									19,211		19,211
143.1 Allowance for Obsolete Inventories												
144 Inter Program Due From	117,184						1,035,721		533,825	1,686,730	(1,686,730)	
145 Assets Held for Sale												
<b>150 Total Current Assets</b>	<b>1,397,411</b>	<b>102,839</b>	<b>32,787</b>	<b>791,072</b>	<b>228,156</b>	<b>2,762,406</b>	<b>2,664,989</b>	<b>4,013</b>	<b>1,018,671</b>	<b>9,002,344</b>	<b>-</b>	<b>7,315,614</b>
161 Land	3,185,656	40,839			90,000	239,463	177,220		3,528,120	7,261,298		7,261,298
162 Buildings	26,930,603	379,275			6,165,107	1,508,372	741,895		4,666,422	40,391,674		40,391,674
163 Furniture, Equipment & Machinery - Dwellings	144,447					77,110				221,557		221,557
164 Furniture, Equipment & Machinery - Administration	180,415			65,974	5,647				291,504	543,540		543,540
165 Leasehold Improvements												
166 Accumulated Depreciation	(21,051,914)	(319,840)		(61,530)	(328,570)	(636,392)	(137,215)		(2,563,028)	(25,098,489)		(25,098,489)
167 Construction in Progress	230,165				1	4,629	142,699	116,756	1,826	496,076		496,076
168 Infrastructure												
<b>160 Total Capital Assets, Net of Accumulated Depreciation</b>	<b>9,619,372</b>	<b>100,274</b>	<b>-</b>	<b>4,444</b>	<b>5,932,185</b>	<b>1,193,182</b>	<b>924,599</b>	<b>116,756</b>	<b>5,924,844</b>	<b>23,815,656</b>	<b>-</b>	<b>23,815,656</b>
171 Notes, Loans and Mortgages Receivable - Non-Current												
172 Notes, Loans, & Mortgages Receivable - Non Current - Past Due												
173 Grants Receivable - Non Current												
174 Other Assets				14,754	28,513	17,721				60,988		60,988
176 Investments in Joint Ventures						149			775,000	775,149	(775,100)	49
<b>180 Total Non-Current Assets</b>	<b>9,619,372</b>	<b>100,274</b>	<b>-</b>	<b>19,198</b>	<b>5,960,698</b>	<b>1,211,052</b>	<b>924,599</b>	<b>116,756</b>	<b>6,699,844</b>	<b>24,651,793</b>	<b>(775,100)</b>	<b>23,876,693</b>
<b>200 Deferred Outflow of Resources</b>	<b>146,457</b>	<b>912</b>	<b>-</b>	<b>92,665</b>	<b>-</b>	<b>5,452</b>	<b>82,887</b>	<b>-</b>	<b>159,052</b>	<b>487,425</b>	<b>-</b>	<b>487,425</b>
<b>290 Total Assets and Deferred Outflow of Resources</b>	<b>11,163,240</b>	<b>204,025</b>	<b>32,787</b>	<b>902,935</b>	<b>6,188,854</b>	<b>3,978,910</b>	<b>3,672,475</b>	<b>120,769</b>	<b>7,877,567</b>	<b>34,141,562</b>	<b>(2,461,830)</b>	<b>31,679,732</b>
311 Bank Overdraft												
312 Accounts Payable <= 90 Days		85					170,351		237,805	408,241		408,241
313 Accounts Payable >90 Days Past Due												
321 Accrued Wage/Payroll Taxes Payable					1,000					1,000		1,000
322 Accrued Compensated Absences - Current Portion	2,427	95	157	7,707		936	1,473		31,677	44,472		44,472
324 Accrued Contingency Liability												
325 Accrued Interest Payable					14,664	2,076				16,740		16,740
331 Accounts Payable - HUD PHA Programs												
332 Account Payable - PHA Projects												
333 Accounts Payable - Other Government	116,096				80,654		755,934		12,151	964,835		964,835
341 Tenant Security Deposits	160,332	1,522			13,003	18,590	49,930		3,015	246,392		246,392
342 Unearned Revenue					1,219	167,112	216,879		1,285	386,495		386,495
343 Current Portion of Long-term Debt - Capital Projects/Mortgage Revenue					1,902,526	48,061			77,381	2,027,968		2,027,968
344 Current Portion of Long-term Debt - Operating Borrowings												
345 Other Current Liabilities				948	4,784		273,899		8,573	288,204		288,204
346 Accrued Liabilities - Other	150			1,937			9,216		15,934	27,237		27,237
347 Inter Program - Due To	168,834	4,575	33,221	144,797		1,070,587	260,703	4,013		1,686,730	(1,686,730)	
348 Loan Liability - Current					85,888					85,888		85,888
<b>310 Total Current Liabilities</b>	<b>447,839</b>	<b>6,277</b>	<b>33,378</b>	<b>155,389</b>	<b>2,103,738</b>	<b>1,307,362</b>	<b>1,738,385</b>	<b>4,013</b>	<b>387,821</b>	<b>6,184,202</b>	<b>-</b>	<b>4,497,472</b>
351 Long-term Debt, Net of Current - Capital Projects/Mortgage Revenue					2,118,923	1,953,453			432,530	4,504,906		4,504,906
352 Long-term Debt, Net of Current - Operating Borrowings												
353 Non-current Liabilities - Other				38,239			369,664			407,903		407,903
354 Accrued Compensated Absences - Non Current	7,280	286	472	23,122		2,807	4,418		95,031	133,416		133,416
355 Loan Liability - Non Current					1,449,838					1,449,838		1,449,838
356 FASB 5 Liabilities												
357 Accrued Pension and OPEB Liabilities	783,898	5,078	1,334	481,864		25,668	448,475		862,854	2,609,171		2,609,171
<b>350 Total Non-Current Liabilities</b>	<b>791,178</b>	<b>5,364</b>	<b>1,806</b>	<b>543,225</b>	<b>3,568,761</b>	<b>1,981,928</b>	<b>822,557</b>	<b>-</b>	<b>1,390,415</b>	<b>9,105,234</b>	<b>-</b>	<b>9,105,234</b>
<b>300 Total Liabilities</b>	<b>1,239,017</b>	<b>11,641</b>	<b>35,184</b>	<b>698,614</b>	<b>5,672,499</b>	<b>3,289,290</b>	<b>2,560,942</b>	<b>4,013</b>	<b>1,778,236</b>	<b>15,289,436</b>	<b>-</b>	<b>13,602,706</b>
<b>400 Deferred Inflow of Resources</b>	<b>149,962</b>	<b>1,012</b>	<b>-</b>	<b>89,794</b>	<b>-</b>	<b>4,183</b>	<b>87,283</b>	<b>-</b>	<b>166,967</b>	<b>499,201</b>	<b>-</b>	<b>499,201</b>
508.4 Net Investment in Capital Assets	9,619,371	100,274			1,035,183	(808,332)	924,599		12,901	10,883,996		10,883,996
511.4 Restricted Net Position				638,099		180,511	904,083			1,722,693		1,722,693
512.4 Unrestricted Net Position	154,890	91,098	(2,397)	(523,572)		(518,828)	1,313,258	(804,432)	116,756	5,746,236	(775,100)	4,971,136
<b>513 Total Equity - Net Assets / Position</b>	<b>9,774,261</b>	<b>191,372</b>	<b>(2,397)</b>	<b>114,527</b>	<b>516,355</b>	<b>685,437</b>	<b>1,024,250</b>	<b>116,756</b>	<b>5,932,364</b>	<b>18,352,925</b>	<b>-</b>	<b>17,577,825</b>
<b>600 Total Liabilities, Deferred Inflows of Resources and Equity - Net</b>	<b>11,163,240</b>	<b>204,025</b>	<b>32,787</b>	<b>902,935</b>	<b>6,188,854</b>	<b>3,978,910</b>	<b>3,672,475</b>	<b>120,769</b>	<b>7,877,567</b>	<b>34,141,562</b>	<b>(2,461,830)</b>	<b>31,679,732</b>

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 17-45 Item No. 13, of the Yolo County Housing meeting of October 25, 2017.

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

13.

Review and Approve Contract Award to S.W. Allen Construction for the Davis Migrant Center Americans with Disabilities Act (ADA) Improvements and Authorize the CEO to Execute (Ichtertz)

Approved recommended action 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:** October 25, 2017

**TO:** YCH Housing Commission

**FROM:** Lisa A. Baker, Chief Executive Officer

**PREPARED BY:** Fred Ichtertz, Facilities Director

**SUBJECT:** **Review and Approve Contract Award to S. W. Allen Construction, Inc. for the Davis Migrant Center Americans with Disabilities Act (ADA) Improvements and Authorize Chief Executive Officer to Execute Contract.**

### **RECOMMENDED ACTIONS**

The Housing Commission:

1. Approve contract award to S. W. Allen Construction, Inc. who was determined the lowest responsive - responsible bidder for the Davis Migrant Center ADA and Building Improvements; and
2. Authorize Chief Executive Officer to execute contract.

### **BACKGROUND / DISCUSSION**

On August 31, 2017 a bid opening was held for the Davis Migrant Center ADA Site and Building Improvements. YCH received only one bid from SW Allen Construction, Inc. (SWACI) in the amount of \$1,293,335. At bid time, the project budget was \$1,256,536.

This bid opening was the third bid opening conducted by YCH for the above work within the past three years. (The first bid opening was held in April 2014 with all received bids rejected. The second bid opening was held in August 2014 with all bids rejected due to non-commitment from Housing and Community Development/Office of Migrant Service (HCD/OMS) of additional funding of \$100,000 for the project.)

After bid opening, SWACI bid documents and project budget were sent to the RD state architect, Ms. Judy Moran, and our RD representative, Mr. Zaldy Macam. Upon their review, both were concerned about only receiving one bid and that the bid was over project budget.

*Working together to provide quality affordable housing and community development services for all*

Further bidding information was sent to the both of them, including advertisement within the local paper, documentation that the Notice for Bids were sent to and posted at nine (9) builders exchanges and five (5) other construction/plan rooms and documentation that eight (8) general contractors and five (5) sub-contractors attended the pre-bid job walk.

Both Ms. Moran and Mr. Macam determined YCH did provide documentation of due diligence in advertising the project, but the received SWACI bid was over the project budget.

YCH informed RD that we would be working with the SWACI to Value Engineer (VE) the project by removing non-essential work items from their Statement of Work (SoW) that would reduce their bid amount to be more in line with the current project budget.

Subsequently during the VE process, staff discussed the possibility of releasing an additional \$100,000 from the Davis RD Replacement Reserve Fund with with Mr. Macam, who was receptive, however he wanted to see what type of VE savings would be generated before fully committing the additional \$100,000 for the project. RD previously approved the use of \$338,412 of RD Reserves for the project budget.

The final mutually agreed (SWACI & YCH) Value Engineered Statement of Work reduced the SWACI original bid amount of \$1,293,335 to \$1,228,784, a savings of \$64,551. This information was sent to RD and, based on those savings, RD agreed to release the additional \$100,000 RD Reserve Fund request for the project. The additional \$100,000 from RD resulted in a new project budget of \$1,356,536.

Final Approved Project Budget	\$1,356,536
SWACI Value Engineered Statement of Work Amount	\$1,228,784
Balance of Project Budget for Contingency and other fees	\$127,752

Ms. Moran felt the VE savings and the \$127,752 balance remaining from the final budget were adequate to cover Contingency and other fees and approved YCH to proceed with issuing a contract with SW Allen Construction Inc.

### **FISCAL IMPACT**

None – Final 2017 project budget is being funded by multiple sources including a RD Grant in the amount of \$216,000, Davis RD Replacement Reserves of \$437,412, HCD/OMS match fund of \$111,111 towards the RD Grant and a grant of \$592,013 from HCD/OMS for a total project budget of \$1,356,536.

### **CONCLUSION**

Approve contract award to S. W. Allen Construction, Inc. who was determined the lowest responsive - responsible bidder for the Davis Migrant Center ADA and Building Improvements and authorize Chief Executive Officer to execute contract.

Yolo County Housing  
Yolo County, California

Meeting Date: October 25, 2017

To: County Counsel ✓  
Yolo County Housing ✓

16.

Approve and Authorize YCH to Apply to the List for the Rental Assistance Demonstration Program (RAD) and Explore Options to Improve the Financial Position of its Public Housing Stock (Baker, Gillette, Holt, Dogias, Ichtertz)

Minute Order No. 17-46: Approved recommended action.

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



## ***Yolo County Housing***

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

**DATE:**                                      October 25, 2017  
**TO:**    YCH Housing Commission  
**FROM:**                                         Lisa A. Baker, CEO  
**PREPARED BY:**                             Janis Holt, General Director  
**SUBJECT:**                                    **Review, Approve and Authorize YCH to Apply to the List for the Rental Assistance Demonstration Program (RAD) and Explore Options to Improve the Financial Position of its Public Housing Stock**

### **RECOMMENDED ACTION**

That the Housing Commission:

1. Review and approve YCH to submit a Letter of Interest for the Rental Assistance Demonstration (RAD) program; and
2. Authorize the CEO to explore options.

### **BACKGROUND/DISCUSSION**

The Rental Assistance Demonstration (RAD) program is a federal housing program that was enacted as part of the Consolidated and Further Continuing Appropriations Act, 2012 administered by the Department of Housing and Urban Development (HUD). Broadly, the purpose of RAD is to provide a set of tools to address the unmet capital needs of deeply affordable, federally assisted public housing properties in order to maintain both the viability of the properties and their long-term affordability.

The 1.2 million units in the Public Housing program nationally have a documented repair backlog of nearly \$26 billion. Yolo County Housing (YCH) owns and operates 431 public housing units across its' portfolio located in City of Woodland, City of West Sacramento, and the unincorporated areas of the County in Knights Landing, Yolo, Esparto and outside the City of Winters. YCH public housing properties were built between 1950 and 2001 and have received 80 or above in their REAC scores over the last 6 years. Staff maintain safe, decent affordable housing throughout their portfolio through innovative, effective management and maintenance techniques with funding through rents (calculated at 30% of the family's eligible income and family size), federal operating funds and capital fund. However, funding is often prorated at 82% or less of

what YCH is contracted for. Nevertheless, YCH still needs to meet operational and capital improvement costs which have continued to accumulate over the years.

RAD was created to give public housing authorities (PHA's) a tool to preserve and improve public housing properties assisting with meeting any deferred maintenance needs as well as providing an opportunity to create a long term, permanent solution to preserving affordable housing. In considering RAD, some of the potential advantages for YCH could be:

- Moving units to a project based voucher (Section 8) platform with a long-term contract that, by law, must be renewed. This ensures that units remain **permanently affordable to low-income households**. There would be two options, Project Based Rental Assistance (PBRA) or Project Based Vouchers (PBV) that the agency could consider when moving to RAD.
- Shift of units from a public housing program to a project based program may allow YCH to leverage additional private capital markets to make capital improvements without having to rely on HUD Capital Funds which have historically been grossly underfunded or to seek cumbersome Section 30 approvals.
- Continues to maintain the public stewardship of the converted property through ongoing ownership and property use rules.
- Less burdensome regulatory reporting which could allow YCH to use resources more effectively **based on local and portfolio wide need**.

One of the common questions is, "How will this affect current public housing residents?". For the extremely low to low income residents in public housing, there will be very little effect. In fact, there could be advantages to the those who reside in public housing, such as:

- Residents will still only pay 30% of their household's adjusted gross income, therefore, their rent contribution will remain the same.
- Properties will remain under the control of the housing authority, so the responsive service they are accustomed to will continue.
- More stable platform so their affordable housing/unit will be preserved.
- More flexibility and more funding to do improvements and/or borrow funds for rehabilitation work.

On August 23, 2017, HUD released a notice on the RAD cap increase from 185,000 units to 225,000 units for conversion and is setting rents for units accepted under the increase. The first step in the process to be considered for RAD is to submit a Letter of Interest (LOI) and be placed on the list. From those submissions, at some future date, HUD will invite PHA's to submit a full application for potential RAD conversion.

On October 16, 2017, staff held an initial meeting with the YCH Resident Advisory Board (RAB) to discuss the Annual Plan Update, Admissions and Continued Occupancy Plan (ACOP) updates, and the Administrative Plan updates. During this meeting, staff provided an overview of the RAD program and received positive comments and agreement with the concept from RAB members. Prior to submitting the Letter of

Interest or RAD Application, staff will conduct on-site meetings explaining the RAD process at all housing campuses to receive initial input and feedback from current residents.

Staff is seeking Housing Commission approval to move forward with evaluating RAD as an alternative for preserving affordable housing in Yolo County for the long-term. Future RAD updates will be provided regularly to the Commission.

**FISCAL IMPACT:**

There is no fiscal impact to be placed on the interest list and explore RAD as an option. There is no obligation to accept RAD and any future decision to move forward would come back to the Commission.

**CONCLUSION:**

That the Housing Commission approve and authorize YCH to apply to the interest list for the Rental Assistance Demonstration.

Yolo County Housing  
Yolo County, California

Meeting Date: October 25, 2017

To: County Counsel ✓  
Yolo County Housing ✓

17.

Review, Approve and Authorize the CEO on behalf of YCH to Participate in the Statewide Moving to Work Initiative (MTW) and to Participate in Future MTW Opportunities that May Become Available (Baker, Gillette, Holt)

Minute Order No. 17-47: Approved recommended action.

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



## ***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:** October 25, 2017  
**TO:** YCH Housing Commission  
**FROM:** Lisa A. Baker, CEO  
**PREPARED BY:** Janis Holt, General Director  
**SUBJECT:** **Review, Approve and Authorize the CEO on behalf of YCH to Participate in the Statewide Moving to Work Initiative (MTW) and to Participate in Future MTW Opportunities that May Become Available**

### **RECOMMENDED ACTION**

That the Housing Commission:

1. Review and approve YCH to participate in the statewide MTW initiative ; and
2. Participate in any future MTW opportunities; and
3. Authorize the CEO to pursue MTW options.

### **BACKGROUND/DISCUSSION**

Moving to Work (MTW) is a demonstration program for public housing authorities (PHAs) that provides them the opportunity to design and test innovative, locally-designed strategies that use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families. MTW gives PHAs exemptions from many existing public housing and voucher rules and more flexibility with how they use their Federal funds. MTW agencies are expected to use the opportunities presented by MTW to inform Housing and Urban Development (HUD) about ways to better address local community needs.

In 2012, staff presented the MTW concept to the Housing Commission and to the Resident Advisory Board which was well received. At the time, the agency was unable to submit a complete application to become a MTW agency and no additional opportunities to apply became available. After five years, there are potentially new opportunities to apply and staff recommends that YCH look into MTW options as a vehicle to increase housing choice and expand self-sufficiency programs for our families as well as to bring cost savings to the agency.

Within California, there are currently seven (7) MTW agencies including Tulare, San Diego, San Mateo, San Bernardino, Oakland, Santa Clara County and Santa Clara/San Jose; more than in any other state. Due to the unprecedented affordability crisis in California, public housing authorities in the state face challenges as they struggle to keep pace with the growing affordability gap and need interventions and flexibility. These challenges have launched a statewide effort to make California an MTW state. If successful, housing authorities will have the option of using MTW to create specific, local solutions for their jurisdictions.

In addition to the statewide initiative, HUD issued a draft MTW expansion notice for public comment which ended September 8, 2017. It is anticipated, that in the future, HUD will release the final notice which will provide new guidance to public housing authorities that have an interest in becoming an MTW agency. Only PHA's that are high performers in both their Low-Rent Public Housing and Housing Choice Voucher programs are eligible to apply. YCH has consistently maintained high performer status in both programs for the last four years.

In becoming an MTW agency, YCH can seek exemption from existing Public Housing and Housing Choice Voucher program rules in pursuit of three objectives:

- Reduce cost and achieve greater cost effectiveness in Federal expenditures;
- Give incentives to families with children where the head of household is working, is seeking work, or is preparing for work by participating in job training, educational programs, or programs to assist people to obtain employment and become economically self-sufficient; and
- Increase housing choice for low-income families.

Some activities that MTW agencies have implemented include:

- Block grant approach -- combining public housing operating and capital funds with voucher funds and use them interchangeably depending on the housing needs of the service area.
- Extending FSS Escrow accounts to public housing residents
- Increased case management services
- Linking rental assistance with supportive services
- Streamlining and redesigning processes/forms
- Simplified rent calculations
- Developing mixed-income and tax credit properties
- Expansion of mortgage assistance and homeownership programs.

Becoming an MTW agency would allow YCH to expand on implementation of innovative policies and strategies that will help those families and individuals most in need (such as in homeless recovery programming), expand avenues and opportunities for family self-sufficiency and use resources to best serve Yolo County constituents. The creation of any future YCH MTW work plan would require resident/tenant participation and feedback, partner agency input, and guidance from the Housing Commission.

On October 16, 2017, staff held an initial meeting with the YCH Resident Advisory Board (RAB) to discuss the Annual Plan Update, Admissions and Continued Occupancy Plan (ACOP) updates, and the Administrative Plan updates. During this meeting, staff provided an overview of opportunities through the MTW program and received positive comments and agreement with the concept from the RAB members.

Staff is seeking Housing Commission approval to move forward with options for applying to become an MTW agency through the statewide initiative and/or apply directly to HUD with the proposed MTW expansion.

**FISCAL IMPACT:**

Unknown at this time. Potential cost savings through streamlined efficiencies.

**CONCLUSION:**

That the Housing Commission approve the CEO, on behalf of YCH, to participate in the statewide MTW initiative and to participate in the MTW expansion when it becomes available.

# RENTAL ASSISTANCE DEMONSTRATION (RAD)

## FACT SHEET #2: STEPS IN A RAD CONVERSION

### WHAT IS RAD?

The **Rental Assistance Demonstration (RAD)** is a program of the Department of Housing and Urban Development (HUD) that seeks to **preserve affordable housing**.

Public housing across the country needs more than \$26 billion in repairs and many public housing agencies (PHAs) do not have enough money to keep units in good condition. RAD provides PHAs a way to stabilize, repair, or replace properties.

### WHAT ARE THE STEPS IN A RAD CONVERSION?

A RAD conversion will typically take 6 to 18 months and will require multiple steps in engaging with residents, securing financing, and demonstrating to HUD that the property will be improved and remain in good physical condition. The major steps include:

1. PHA applies to HUD
2. HUD issues an initial approval through a "Commitment to enter into a Housing Assistance Payment" (CHAP)
3. PHA plans significant amendment
4. PHA completes and submits a financing plan to HUD
5. HUD issues a RAD conversion commitment
6. Closing/conversion

### RAD APPLICATION

A PHA must first apply to HUD before it can begin a RAD conversion. Before submitting a RAD application to HUD, a PHA must have at least two meetings with residents of properties submitted for a conversion to discuss the proposed conversion plans and solicit feedback. Before the first

#### FACT SHEETS FOR PUBLIC HOUSING RESIDENTS

This series of fact sheets is intended to help residents of public housing learn about RAD. All fact sheets are posted on RAD's website at [www.hud.gov/rad](http://www.hud.gov/rad), under the 'Residents' tab. This fact sheet discusses the steps that your PHA must take in order to convert public housing assistance through RAD.

resident meeting, the PHA must provide a RAD Information Notice (called a RIN) to each resident that explains the residents' rights, provides basic program information, and facilitates residents' engagement with the PHA.

### PHA PLAN SIGNIFICANT

#### AMENDMENT

A RAD conversion is important enough that it must be documented in the PHA's annual or five-year plan.

If the RAD conversion isn't already described in the PHA plan, the PHA needs to prepare a **significant amendment to the PHA plan**. Any changes to a PHA plan must go through a public comment process, which includes a public meeting.

In addition to the information generally required in the PHA plan, your PHA must include the following information specific to its RAD conversion plans:

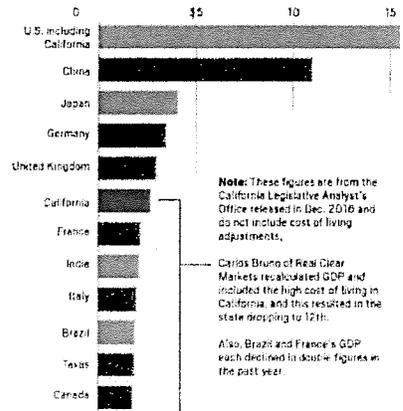
- A description of the number units to be converted, including bedroom size, and who lives in the units (families, elderly, or those with disabilities);
- Any change in the number of units;
- Any change in the bedrooms per unit;



**The Median Monthly Rent in California is 30 percent higher than the rest of the U.S.**

— California Legislative Analyst's Office. *Cal Facts: 2016*. December 2016

**GROSS DOMESTIC PRODUCT**  
In trillions of U.S. dollars for 2015.



**Note:** These figures are from the California Legislative Analyst's Office released in Dec. 2016 and do not include cost of living adjustments.  
Caris Bruno of Real Gear Markets recalculated GDP and included the high cost of living in California and this resulted in the state dropping to 12th.  
Also, Brazil and France's GDP each declined in absolute figures in the past year.

— California Legislative Analyst's Office. *Cal Facts: 2016*. December 2016

## Statewide Moving To Work Designation for California

The State of California is facing an unprecedented affordability crisis. As the primary driver of the United States economy, making up roughly 14 percent of the country's gross domestic product<sup>1</sup>, California's economic instability threatens to upset the entire country. Public housing authorities in the state face similar challenges as they are struggling to keep pace with the growing affordability gap and need interventions and the flexibility provided by the Moving to Work Demonstration (MTW) in order to counter extremely high costs of living and rapidly-changing rents.

### REQUEST:

Support the addition of the following language in the U.S. Department of Housing and Urban Development, Fiscal Year 2018 HUD Appropriations Act:

*SEC. . The Secretary of Housing and Urban Development shall increase, pursuant to this section, the number of Moving-to-Work agencies authorized under section 204, title II, of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act, 1996 (Public Law 104-34; 110 Stat. 1321-281) by making individually all public housing agencies in California Moving-to-Work agencies under such section 204 that are not current Moving-to-Work agencies, except for any such public housing agency that declines participation. Such public housing agencies shall be provided Moving to Work agreements under the same terms and conditions as the current agreements of participating agencies as of January 1, 2017, except for any terms and conditions of such current agreements that were negotiated individually with those participating agencies to address local circumstances or as otherwise mutually agreed upon by the Secretary and any public housing agency in California. This increase in the number of Moving-to-Work agencies shall be in addition to the increase authorized by Section 239 of the Department of Housing and Urban Development Appropriations Act, 2016.*

<sup>1</sup>California Legislative Analyst's Office. *California's Economy: One of the Largest in the World*. December 2016.

**One in five of the nation's homeless population experiences homelessness in California.**

– US Department of Housing and Urban Development. *The 2016 Annual Homeless Assessment Report (AHAR) to Congress*. By M. Henry, R. Watt, L. Rosenthal, and A. Shivji, Abt Associates. November 2016.

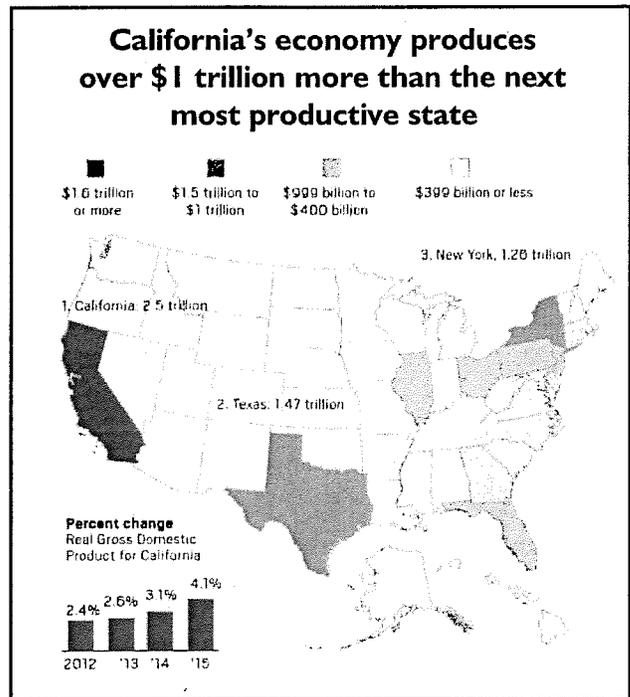
**Almost half (44%) of all unsheltered people in the U.S. live in California.**

– *ibid.*

According to the California Legislative Analyst's Office, in 2016 the State of California represented the sixth largest economy in the world, with a purchasing power of 2.31 trillion dollars. Despite California's record economic performance, when adjusted for cost-of-living it has the highest poverty rate in the country<sup>2</sup> where the average full-time wage earner must earn \$30.92 per hour in order to afford two-bedroom rent<sup>3</sup>. This dichotomy is unsustainable and poses great risk to national economic growth and continues severe unaffordability for families and economic uncertainty for the state.

California housing authorities need the ability to create specific, local solutions to respond to the housing crisis facing our state. Expanding the current MTW agreement to all California housing authorities will have no impact on Appropriations funding levels, but will equip the housing authorities with the much needed regulatory flexibility along with new tools to address the crisis, including the ability to develop new housing faster, find new local housing solutions specific to our diverse real estate marketplaces, and create a vehicle to develop systems alignment with other Federal funding streams to create more services-enriched housing, resulting in better lifetime outcomes for our families.

Currently, through the MTW demonstration, seven California housing authorities are able to use non-traditional policies to address the local challenges related to our widespread affordability challenges. Oakland, San Bernardino, Santa Clara/San Jose, San Diego, San Mateo, Santa Clara County, and Tulare County have used MTW flexibility to create 4,359 new units of affordable housing, eliminate homelessness for 3,526 families, and extended non-Section 8 or Section 9 housing assistance to 1,780 families. The MTW flexibilities have allowed these agencies to develop innovative affordable housing solutions to help stabilize their local markets, expand housing choices and the number of households served; **It is imperative that all California PHAs have access to the same flexibilities and opportunities to address the housing crisis before it destroys California's economy, and as a result, the nation's.**



<sup>2</sup>US Department of Commerce. *The Supplemental Poverty Measure: 2015*. By T. Renwick and L. Fox. Revised. September 2016. (Economics and Statistics Administration, United States Census Bureau P60-258 (RV)).

<sup>3</sup>National Low-Income Housing Coalition. *Out of Reach 2017: The High Cost of Housing*.



## California Association of Housing Authorities

October 16, 2017

Honorable Senator Dianne Feinstein  
331 Hart Senate Office Building  
Washington, DC 20510

Honorable Senator Kamala Harris  
112 Hart Office Building  
Washington, DC 20510

Dear Senators Feinstein and Harris:

The State of California is facing an unprecedented affordability crisis in housing. Millions of Californians in all parts of the state cannot secure safe, healthy and affordable rental homes due to the fact that California has a deficit of 1.5 million units. For more and more people, finding and keeping an affordable home is getting harder. According to the California Legislative Analyst's Office, the median monthly rent in California is 30 percent higher than the rest of the U.S. and unfortunately Federal, State and local housing policies are not making things better for those in need. 1,680,000 low-income households in California pay more than half their income for rent, which is 24 percent greater than in 2007. Adjusting for cost-of-living with associated housing costs, California has the highest poverty rate in the country, where the average full-time wage earner must earn \$30.92 per hour in order to afford the average two-bedroom rental. Additionally, the single night census in 2016 found that 118,142 people in California were homeless or living in shelters. Nearly half of all unsheltered people in the U.S. are in California. We can, and must, do better.

One solution is to give California's local Public Housing Authorities (PHAs) flexibilities to create specific solutions through the proven Moving-to-Work (MTW) program. Expanding the current MTW agreement to all California PHAs does not require any additional appropriations, but will provide these agencies with much needed regulatory flexibility and new tools to address the crisis, including the ability to develop new affordable housing faster, and to serve a greater number of households. PHAs would also be able to develop systems to create more service-enriched housing, resulting in better lifetime outcomes for families.

Our request is to have both our California Senators support this request and submit language in the U.S. Department of Housing and Urban Development, Fiscal Year Appropriations Act to read as follows:

*SEC. \_\_\_\_ . The Secretary of Housing and Urban Development shall increase, pursuant to this section, the number of Moving-to-Work agencies authorized under section 204, title II, of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act, 1996 (Public Law 104-34; 110 Stat. 1321-281) by making individually all public housing agencies in California Moving-to-Work agencies under such section 204 that are not current Moving-to-Work agencies, except for any such public housing agency that declines participation. Such public housing agencies shall be provided Moving to Work agreements under the same terms and conditions of participating agencies as of January 1, 2017, except for any terms and conditions of such current agreements that were negotiated individually with those participating agencies to address local circumstances or as otherwise mutually agreed upon by the Secretary and any public housing agency in California. This increase in the number of Moving-to-Work agencies shall be in addition to the increase authorized by Section 239 of the Department of Housing and Urban Development Appropriations Act, 2016.*

October 16, 2017

Page 2 of 2

The ability for all California PHAs to become MTW agencies is critically important. The seven California PHAs that currently enjoy MTW status have a proven successful track record as MTW agencies. They have been able to use non-traditional policies to address the local challenges related to California's immense affordable housing crisis. The PHAs serving Oakland, San Bernardino County, Santa Clara/San Jose, San Diego, San Mateo County and Tulare County have used MTW flexibility to create 4,359 new units of affordable housing, eliminate homelessness for 3,526 families, and extend non-Section 8 or Section 9 housing assistance to 1,780 families.

**It is imperative that all California PHAs have access to the same flexibilities and opportunities to address the housing crisis before the crisis damages California's economy.** Please help us help those most in need in California by submitting an amendment to the U.S. Department of Housing and Urban Development Fiscal Year 2018 HUD Appropriations Act as written above. This effort has the support of the membership of the California Association of Housing Authorities (CAHA).

If you should have any questions or need clarifying information, please contact Eric Johnson, Executive Director of the Oakland Housing Authority, at 510-874-1510 or via email at [ejohnson@oakha.org](mailto:ejohnson@oakha.org).

Sincerely,



Ken Cole  
CAHA President

Yolo County Housing  
Yolo County, California

Meeting Date: October 25, 2017

To: County Counsel ✓  
Yolo County Housing ✓

18.

Receive comments from General Director Holt

General Director Holt referred to an article written by CEO Lisa Baker in the Journal of Housing & Community Development titled, "Walls & Bridges - Inside the Neuroscience of Implicit Bias." She also referred to a book given to each Commissioner titled, "What Matters: Investing in Results to Build Strong, Vibrant Communities." She also provided an update on the progress of the new MHSA Housing Project going up at 10 N. Cottonwood (formerly 180 W. Beamer) and encouraged Commissioners to drive by and take a look. Ms. Holt mentioned the film series on Saturday, November 4, 2017 at the Veterans Memorial Theatre called "I Am Your Neighbor: A Tale of Two Cities" but that it also was recently held in West Sacramento. An update on the water well was provided as well. 'Getting to Zero' Quarterly Report by the Davis Pathways to Permanent Supported Housing was provided to each member. Letter was recently sent to HUD for more VASH Vouchers for Yolo County. And lastly, Esperanza Crossing Phase II in Esparto has recently housed several families, so that is good news.

# OPINION & COMMENT

The opinions expressed here are the author's and do not necessarily reflect the official policy or position of NAHRO and/or its staff.



## Walls & Bridges — INSIDE THE NEUROSCIENCE OF IMPLICIT BIAS

BY LISA A. BAKER

**"A hidden connection is stronger  
than an obvious one."**

*—Heracitus of Ephesus*

**A**S AFFORDABLE housing and community development professionals in America, we know that a better future for our communities is based, in part, on overcoming

a prior shared history of racial and ethnic barriers to full participation in our collective society. That includes overcoming our patterns of housing and economic segregation. We must address

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both the continuing echoes of our past as well as current systemic issues—issues that continue to make themselves apparent in our Housing Choice Voucher program utilization, which are amplified in some cases in programs like the Small Area Fair Market Rent. Issues in siting through our use of federal housing and new markets tax credits and, even absent past offenses such as redlining, continuing disparate impacts in our mortgage products and in our business development patterns.

Today, access to improved data collection, scientific, medical and neurological advances give us more understanding than we have ever had of the complex web of interdependence and how they impact housing, community and economic development. This has the ability to drive new ways to create community and equity in our society. But to get there, we must first understand ourselves and how our unconscious choices collectively shape our current reality.

Although my local area—the Sacramento Valley and its cities and counties—is a very diverse region, with a high commitment to equal opportunity, we don't always feel we make enough headway towards a more inclusive community, whether locally or generally. While the world at large has made real strides towards a more equitable society since the 1950s and 1960s, work still needs to be done. Our shared values are not always reflected in the even distribution of opportunities for where people live, the types of jobs and education available and the chance of upward mobility.

How can we address social and institutional disparity? One way

Before we  
can fix the  
world, we  
must first  
recognize  
how we  
view the  
world.

is to recognize that these outward patterns are representative of internal, unconscious behaviors rooted in our neuroscience. Before we can fix the world, we must first recognize how we view the world. We must become conscious of the shortcuts our brain uses to handle information and how those shortcuts shortchange us all in our planning and implementation of programs and projects. This year, I was lucky to participate in implicit bias training through the American Leadership Forum (ALF) Mountain Valley Chapter, and would like to share some of what I learned and how this affected my viewpoint, both personally and professionally.

## What is Implicit Bias?

Since the early 2000's, scientists have known that implicit biases are activated involuntarily, without our control or even our awareness. Implicit bias is very different from explicit bias and from racism, both of which are conscious attitudes and beliefs

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and which may even be concealed if they are perceived to be socially or politically incorrect. Implicit bias is different. The social scientist, David Williams, probably stated it best, "This is the frightening point: because [implicit bias] is an automatic and unconscious process, people who engage in this unthinking discrimination are not aware of the fact that they do it."

According to the Kirwan Institute, at the most basic level, implicit bias involves attitudes or stereotypes that affect our understanding, actions and decisions in an **unconscious** manner. It is activated without conscious awareness or intentional control. It is an involuntary response that can be either positive or negative. No one is immune and everyone has it.

But, where does it come from? And how is it formed? There has

**Implicit bias, if left unchecked, is insidious and it influences every decision we make, every action we take.**

been a lot of research into the neuroscience of how thought works and, as a result, our understanding of implicit bias and its impacts has been steadily increasing. Outside of academia, in 2013, researchers Mahzarin Banaji and Anthony Greenwald released what was, arguably, the first book on the neuroscience of implicit bias and its hidden effects aimed at the general public, *Blindspot: Hidden Biases of Good People*. Today, there is a lot of work in the field and we hear a lot about it in the media, but most of us don't know what implicit bias means, how it works, or what impacts it has on the choices we make and the world those choices create.

Our implicit associations or biases may not even align with our openly-held beliefs; they may be contrary to what we consciously believe. We may even have hidden biases against our own identity groups. This disconnect is called dissociation. Implicit bias,

if left unchecked, is insidious and it influences every decision we make, every action we take.

## The Undiscovered Country—Our Brains

Ironically, implicit bias is an equal opportunity problem that affects all human beings, regardless of race, ethnicity, age, disability, gender or sexual orientation. It comes from the fundamental way in which our brains operate.

The human brain weighs about three pounds, which is about 2 percent of the average body weight of a person. But it consumes 25 percent of our oxygen and burns 20 percent of our total calories. The brain is a busy place, with 400 miles of capillaries

connections with others, which adds up to a dizzying 500 trillion connections. Each of these is doing really complex things all the time, such as how and what we feel, how we process images, how we think, how we learn, building and retrieving memory, doing pattern recognition and running our entire personal "eco" system. Is it any wonder the brain creates shortcuts to efficiently handle the information flow?

These shortcuts come in two interrelated forms: system thinking and unconscious association shortcuts. Below is a good example of how your mind creates shortcuts using its processing and cognition tools to solve a problem: Read the following paragraph and two statements (from Cambridge University's MRC Cognition and Brain Sciences Unit)

**Aocdrnig to a rscheearch at Cmabrigde Uinervtisy, is deosn't mttar in what oredr the ltteers in a wrod are, the olny iprmoetnt tihng is taht the frist and lsat ltteer be at the rghit pclae. The rset can be a toatl mses and you can sitll raed it wouthit porbelm. Tihs is bcuseae the huamn mnid deos not raed ervey lteter by istlef, but the wrod as a wlohe.**

**This is clearly wrong. For instance, compare the following two sentences:**

**1) A vheclie epxledod at a plocie cehckipont near the UN haduqertares in Bagahdd on Mnoday kilinlg the bmober and an Irqai polcie offceir**

**2) Big ccunoil tax ineesacrs tihs yaer hvae seezueqd the inmcoes of mnay pneosenirs**

(small blood vessels), 86 billion neurons in constant communication and it makes 10 quadrillion calculations every second, give or a take a trillion or two. Each neuron, in turn, reaches out and touches other neurons, making between 5,000 and 10,000 con-

You've probably seen similar tests on Facebook, Twitter and Instagram. While it can be difficult to get started, after a very short time, it's easy to read what's written. These shortcuts are embedded into how our mind operates. One of the most popular



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theories regarding how this works is based on the Dual Systems Theory, also known as System 1 and System 2 thinking. This dual process theory states that thought comes about in two (2) different ways. These processes consist of an automatic, unconscious process (implicit) and a controlled, conscious process (explicit). A good way to visualize this is in the following table:

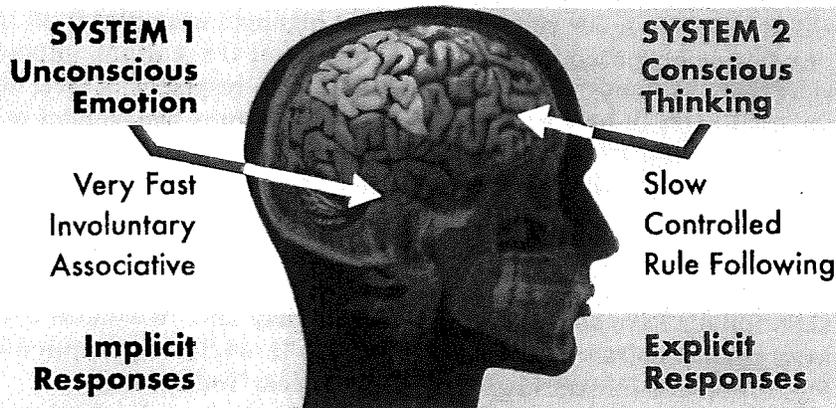
Why do these unconscious systems matter? According to the Kirwan Institute, only about 2 percent of emotional cognition is consciously available to us. Behavioral economists such as Kahneman have shown that System 1 thinking creates mental shortcuts in decision making. And these processes tend to become more dominant in decision making when people are cognitively

busy, under time pressure and distracted. Which is a pretty good description of our everyday world in this modern age.

It helps to think of this in an evolutionary sense—in our earlier days, we humans needed to focus a lot of time and energy on not dying prematurely, on not being eaten, on getting enough to eat that wasn't poisonous or taken from us and on having a safe place to sleep. We needed to make quick decisions about whether something was friendly or dangerous. Today, we think of this as the "fight or flight" response and we often feel it in situations where we feel anxious or at risk. Our System 1 thinking has evolved into a very efficient, but not always correct, pattern sorter: eat/don't eat; dangerous/safe; outgroup (suspect)/ingroup (safe); fight/flight.

<b>System 1</b>	<b>System 2</b>
Unconscious	Conscious
Automatic	Deliberate
Fast	Slow
Effortless	Takes Effort
Formed from mental associations, habits, messaging we receive from the environment	Formed through interaction, study, education, persuasion

## Two Decision Making Routes



This base pattern sorter helps create the unconscious associations we keep in our subconscious that cause us to have feelings and attitudes about others based on characteristics such as race, ethnicity, age and appearance—who is part of the ingroup, who is the outgroup, who is safe and who is suspect. All of which, in turn, unconsciously influences at a fundamental level who we believe is “deserving”; who is and isn’t “dangerous”; who needs to be controlled; who has the “right” to certain things and who doesn’t. And we organize our world accordingly over and over again.

### The Unexamined Life Affects Us All

By now you might be saying, “wait a minute, that doesn’t sound right. How could there be two different thought processes going on in my mind and how can I not know that?” Also, you might be feeling anxiety, doubt or even anger—“I’m not racist/sexist/homophobic/ageist/something else and I have never discriminated against anyone.” Congratulations! That is pretty much the natural response of

just about everyone everywhere, including me.

Many of us who are well educated or who have been to college, have a graduate degree or have finished law or medical school, have been trained to think logically. As a result, we believe we can be truly objective and we buy into the “myth of objectivity.” In reality, no one is completely objective. We all shape our world through our own perceptions. If you are colorblind, dyslexic, left-handed, or have another cognitive difference, you see firsthand on a daily basis how your perceptions differ from those around you. We all need the unique perspectives of one another to begin to truly understand our shared reality.

Even though implicit bias is hidden, there are nevertheless moments when we can glimpse this System 1 thinking in action in our own lives. Remember that implicit bias is involuntary, unconscious and can be both positive and negative. Good examples of it in action include that moment when you hit the brakes hard and automatically put out your hand to keep your passenger safe in the vehicle, even though you consciously know s/he is

wearing a seatbelt.

Other examples include when you suddenly think you are driving in an unsafe neighborhood and instinctively hit the door locks. When you move your purse to your other shoulder as a stranger passes you on the street. When you automatically do the mental checklist as you see a police car behind you (hands on the wheel where they can be seen, checking the speedometer, thinking about where your license, registration, insurance are and whether your tags are up to date). In an eligibility interview when you’re sure someone is concealing something from you even when you can’t prove it. When you call people homeless after they’ve moved into their new home. When you can’t understand how those people can live the way they do.

The actions above can be both positive or negative. It’s important to understand that the problem doesn’t arise because of the action, it only arises when those actions happen because of an implicit bias you don’t realize you have and that bias affects your actions and hijacks your decision making. When you put out your hand to protect your child, that has the positive connotation of being a protective parent. When you are a man and the passenger is a female coworker, well, maybe not so much.

If the neighborhood is truly unsafe, you are prudent. But if the only reason you lock your doors is because the people who live there are predominantly a different color from your own, that is your bias showing. When you’re trying to uncover fraud in an interview, questioning is valuable, but if you’re only sure they’re lying because you’ve

"seen it before" with "those people" or if you've just gotten in the habit of assuming someone who was homeless still fits the stereotype of homelessness even when housed, then that bias has implications that will carry over into public decision making about who gets services, what kinds of services they get, who gets a termination of assistance and who gets a warning, where you decide to build new housing, who gets different types of healthcare interventions, or the type and length of jail time and social interventions to prevent recidivism in our justice system. If you think these biases don't have an impact, below is an example of implicit bias in action from the aftermath of Hurricane Katrina (posted in August by the Southern Poverty Law Center on Twitter):

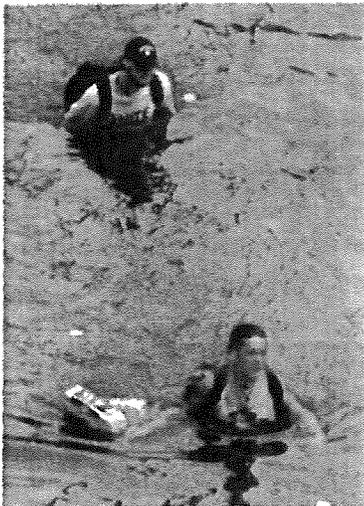
But where do our implicit biases originate? They are formed from direct and indirect action and messaging in our communities, our neighborhoods, with our coworkers, at home, at church, in the media. It's in how we present our history, the art we choose and even in the toys our children play with. Studies show that implicit bias begins to form in very early childhood. In the United States, experiments have shown that even small children show implicit bias towards dominant in-group culture (to see it for yourself, check out the YouTube Video "Doll Test Implicit Bias").

As you can see from the media example above, bias and cueing in social constructs can be seen on the Internet. It's on television, in our books, at our dinner tables, with the conversations you have

with your friends and in the word choices used by the media. While the examples chosen for this article highlight examples from the dominant U.S. culture, implicit bias is no respecter of race, ethnicity, culture, age, gender or sexual orientation. It affects us all. For some good information and links, check out the 2015 CNN article: "4 Ways You Might Be Displaying Hidden Bias in Everyday Life." [www.cnn.com/2015/11/24/living/implicit-bias-tests-feat/index.html](http://www.cnn.com/2015/11/24/living/implicit-bias-tests-feat/index.html)

To begin to understand your own implicit biases, I recommend the Harvard Implicit Bias test (also known as the IAT), which you can find at <https://implicit.harvard.edu/implicit/takeatest.html>. Like many others who have taken the test, you might be surprised by what you learn.

## Hurricane Katrina, 2005



Two residents wade through chest-deep water after finding bread and soda from a local grocery store after Hurricane Katrina came through the area in New Orleans, Louisiana (AFP/Getty Images/Chris Raythen)



A young man walks through chest-deep flood water after looting a grocery store in New Orleans on Tuesday, Aug 30, 2005 (AP Photo/Dave Martin)

## Next Steps: Debiasing and Interventions

If implicit bias is so hidden and insidious, how do we uncover it and adjust for it? How do we adjust our programs and projects to account for it? The way to begin is first through implicit bias training. The use of interactive exercises allow participants to experience the workings, quirks and limitations of their own brain. As someone who has been through this training, it's truly enlightening. This training also provides an understanding of the cognitive processes that create bias in ourselves and in our social institutions. These institutions are the structures and anchors of our reality.

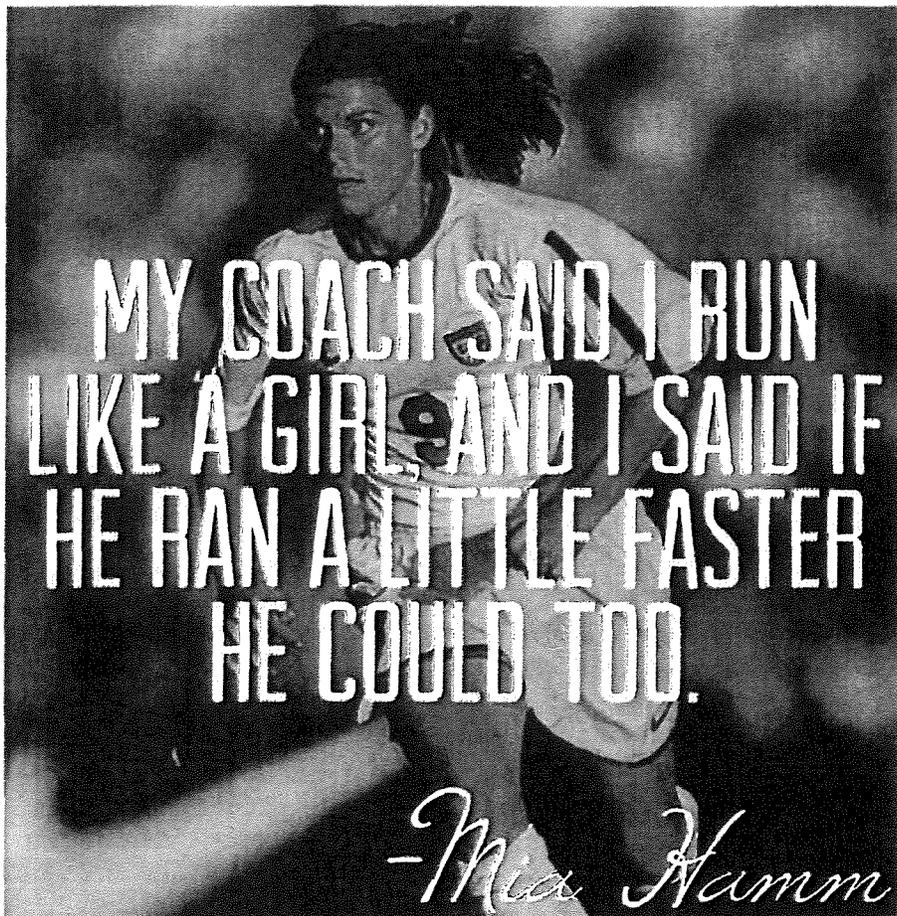
The second tier is to interrupt the decision-making cycle at the

unconscious level where bias exists so that more thoughtful and questioning processes can ultimately lead to more equitable outcomes. According to the Race Equity Project, interventions fall into these broad categories:

1. Interventions to change an individual's implicit associations;
2. Interventions to debias a process.

### Interventions to Reduce Individual Bias

- Raise awareness of implicit bias. Below is a good example of using a meme to raise awareness of Implicit Bias and thereby change the conversation.



- Create a foundation for understanding implicit bias.
- Provide ongoing training for staff.
- Cultivate and maintain a diverse applicant pool and staff. Use internship or fellowship opportunities that use the same hiring criteria as a way to improve hiring opportunities for diversity.
- Foster and reward collegiality and not hierarchy in working groups. Allow diverse leadership in working groups.
- Challenge staff to recognize stereotypes and work on conscious control. Replace stereotypical responses with non-stereotypical responses. Interrupt the automatic deployment of stereotypical associations. This is especially valuable in project design, eligi-

bility determinations and program termination processes.

- Make time to use the implicit bias tests (IAT) to uncover your own personal implicit biases. If you are aware of your internal bias, you are less likely to act on it.

### Interventions to Debias the Decision-Making Process

The graphic at right is a great example in a meme of what not to do. But to create non-biased group decisions, the following are some good starting places:

- Internal motivation to good decision making is more effective than fear of external judgment.
- Encourage a desire to be fair. Maintain clarity of purpose.
- State or restate equitable goals that counter activation of automatic stereotypes. Have clear criteria.
- Challenge too much in-group comfort. Create doubt about individual objectivity—encourage individuals to be skeptical about the process.
- Work consciously to close opportunity gaps.
- Be mindful. Implicit biases are stronger when automaticity kicks in.

Equity, resilience, community improvement and personal achievement are the hallmarks of our housing programs. We provide hope and stability. But our programs have also been marred by continued patterns of unequal application, racism, segregation and ostracism. We are in the midst of great change, but our mission to improve the lives of our community members must continue—and we need to do it without precon-

**What Not to Do:**

**COGNITIVE BIAS CHEAT SHEET  
BECAUSE THINKING IS HARD**



**1 TOO MUCH INFO**

SO ONLY NOTICE...

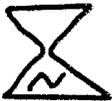
- CHANGES
- BIZARRENESSE
- REPETITION
- CONFIRMATION



**2 NOT ENOUGH MEANING**

SO FILL IN GAPS WITH...

- PATTERNS
- GENERALITIES
- BENEFIT OF DOUBT
- EASIER PROBLEMS
- OUR CURRENT MINDSET



**3 NOT ENOUGH TIME**

SO ASSUME...

- WE'RE RIGHT
- WE CAN DO THIS
- NEAREST THING IS BEST
- FINISH WHAT'S STARTED
- KEEP OPTIONS OPEN
- EASIER IS BETTER



**4 NOT ENOUGH MEMORY**

SO SAVE SPACE BY...

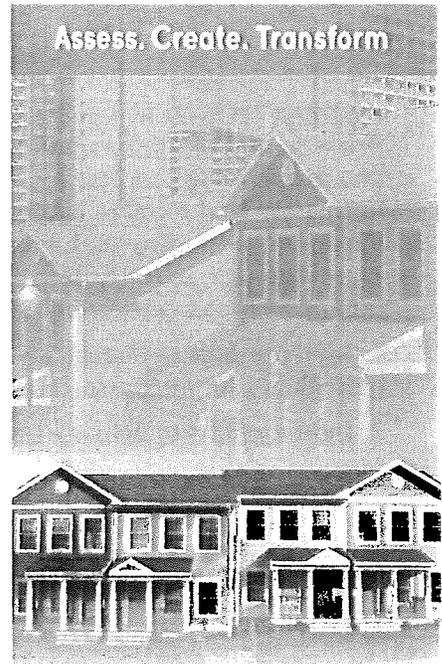
- EDITING MEMORIES DOWN
- GENERALIZING
- KEEPING AN EXAMPLE
- USING EXTERNAL MEMORY

ceptions, without easy answers, without bias.

We can, and we must, move forward together. We can, and we must, overcome our history and prior patterns. But if we are not aware of our inherent and implicit biases, if we only continue to function at the level of task driven understanding to solve immediate issues without thinking deeper, blinded by the myth of our own objectivity and anchored in our institutional and personal biases, we will continue to endlessly repeat past failures. We can do

better. And the answer lies within all of us.

Lisa Baker is CEO of Yolo Housing She is an ALF Senior Fellow. Ms. Baker serves on NAHRO's CRD Committee. She has served the last two terms as NAHRO's CRD subcommittee chair on homeless policy and initiatives. Prior to that, she served two terms as NAHRO's national working group chair on sustainable policy and legislation. Ms. Baker has published articles around sustainability, program innovation, development, and social media. Yolo County Housing is an award winning dual National High-Performing agency.



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# I Am Your Neighbor: A Tale of Two Cities

Join us for part two of our film series featuring

## Inocente & When I Came Home



A personal and vibrant coming of age story about a young artist's determination never to surrender to the bleakness of her surroundings. At 15, Inocente refuses to let her dream of becoming an artist be caged by being an undocumented immigrant forced to live homeless for the last nine years.



When I Came Home follows the struggles of Herold Noel, an Iraq war veteran who becomes homeless in New York City after returning from combat with Post Traumatic Stress Disorder. The documentary reveals a failing system and exposes the "second war" that many veterans must fight after they return home from war.

A panel discussion about homelessness and the cycle of poverty in our community will be held between the two films. Free refreshments will be available.

**Saturday, November 4, 2017 from 2:00 p.m. - 5:00 p.m.**

**Veterans Memorial Theatre**

203 E. 14th Street, Davis, CA 95616

Attendees are invited to participate in a donation drive for the Interfaith Rotating Winter Shelter. The following donations are needed:

- Gently used warm clothing
- Toothbrushes
- Travel sized toiletries
- Nail clippers
- Razors
- New socks

Art from the YoloArts I SEE YOU program, which is created by adults who are experiencing homelessness, will be on display and available for sale, with proceeds directly benefiting the respective artists.



No registration is required. All programs are free to attend and open to the public. This project was made possible with support from California Humanities, a non-profit partner of the National Endowment for the Humanities. Visit [www.calhum.org](http://www.calhum.org). Any views, findings, conclusions, or recommendations expressed in this program do not necessarily represent those of California Humanities or the National Endowment for the Humanities. This project was also made possible with support from the Yolo County Library, Yolo County Housing, City of Davis, and YoloArts. For more information, contact library staff at (530) 757 - 5593, or visit the Yolo County Library at [www.yolocountylibrary.org](http://www.yolocountylibrary.org). Connect with us on Facebook at [www.Facebook.com/yolocountylibrary.org](http://www.Facebook.com/yolocountylibrary.org).

## **Davis Pathways to Permanent Supported Housing Quarterly Report - July 15, 2017 to October 15, 2017**

### **1) Outcomes - 6 Pathways House Residents Moved to Permanent Supported Housing**

- 100% remain currently housed
- 83% are currently receiving case management services

### **2) GTZ Vouchers**

- \$274 in HAP payments to Landlords for GTZ Voucher

### **3) One-Time Start-Up Costs**

- Established a process to track move-in assistance loans/purchases
- Created a Landlord Outreach flyer
- Developed forms for the GTZ Voucher process

### **4) Move-In Assistance**

- \$1,715 for security deposit loans
- \$100 of loan is forgiven for each month the participant remains in YCH-sponsored housing

### **5) Case Management Services**

- Sac State Masters of Social Work Intern hired on August 21 to provide 20 hours of case management per week
- Case Management services offered to all 6 GTZ residents, and included:
  - Assisting residents with walk-through paperwork, PG&E set up, securing renter's insurance, purchasing needed household items
  - Providing social service referrals
  - Attending appointments with residents
  - Landlord follow-up
  - Attending weekly Pathways House meetings and other GTZ-Pathways meetings