



**AGENDA
HYBRID BOARD MEETING FOR
THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
BOARD OF COMMISSIONERS**

DATE: MONDAY, OCTOBER 23RD, 2023

TIME: 5:00 P.M.

LINK: <https://us02web.zoom.us/j/3501891938?pwd=N3d4QWM3MjRQQUtnYnYwZ3dtekxDbz09>

Phone: (669) 900-6833 (*9 to raise hand, *6 to unmute)
Meeting ID: 350 189 1938
Passcode: 438419

LOCATION: Housing Authority of the County of Monterey
Central Office 123 Rico Street
Salinas, CA 93907

ALTERNATE LOCATIONS WITH ZOOM CONNECTON OPEN TO THE PUBLIC:

*NW Corner of Mission Street and 11th Ave, Carmel, CA, 93921
Hans Buder’s Open Meeting Location*

*10855 Ocean Mist parkway, Castroville CA 95012
Kevin Healy’s Open Meeting Location*

1. CALL TO ORDER (Pledge of Allegiance)

2. ROLL CALL

Chair Hans Buder

Vice Chair Kathleen Ballesteros

Commissioner Kevin Healy

Commissioner Francine Goodwin

Commissioner Maria Orozco

Commissioner Yuri Anderson

Commissioner, Vacant

PRESENT

ABSENT

3. COMMENTS FROM THE PUBLIC

4. PRESENTATION

A. Service Award – Carol Vargas, 20 Years

5. CONSENT AGENDA

Items on the Consent Agenda are considered routine and, therefore, do not require separate discussion. However, if discussion is necessary or if a member of the public wishes to comment on any item, the item may be removed from the Consent Agenda and considered separately. Questions for clarification

may be made by Commissioners without removal from the Consent Agenda. The Consent Agenda is adopted in one motion.

A. Minutes - Approval of Minutes of the Regular Board Meeting held on August 28th, 2023.

6. REPORTS OF COMMITTEES

Personnel Committee
Finance/Development Committee
Monterey County Housing, Inc. &
Affordable Acquisitions

Commissioner Ballesteros, Chairperson
Commissioners Buder

7. REPORT OF SECRETARY

A. Executive Report

8. NEW BUSINESS

A. Resolution 3096: Ratification of the Agreement with the Service Employee International Union Local 521 and Authorization of the Negotiating Team to Enter into the Agreement on Behalf of the Housing Authority of the County of Monterey

(The board will convene a closed session in accordance with Government Code Section 54957.6, followed by a vote on the resolution)

9. INFORMATION

- A. Human Resource Report
- B. Finance Report
- C. Property Management Report
- D. Development Report
- E. Housing Programs Report

10. CLOSED SESSION

The Board of Commissioners will meet in Closed Session for the following purpose and reason:

- A. Government Code Section 54957.6: This section permits closed session discussions of labor negotiations with employee organizations representing employees of the public housing board or agency.
- B. Government Code Section 54956.9(d)(2): This section permits closed session discussions of certain matters relating to litigation involving the public housing board or agency.
- C. Government Code Section 54956.9(d)(2): This section permits closed session discussions of certain matters relating to litigation involving the public housing board or agency.
- D. Government Code Section 54956.9(d)(2): This section permits closed session discussions of certain matters relating to litigation involving the public housing board or agency.

11. COMMISSIONER COMMENTS

12. ADJOURNMENT

 This agenda was posted on the Housing Authority’s Bulletin Boards at 123 Rico Street, Salinas, CA.
 The Board of Commissioners will next meet at the Regular Board Meeting on November 27, 2023, at 5:00 p.m.

THE PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag of the United States of America

And to the Republic for which it stands

One nation, under God

Indivisible with liberty and justice for all





COMMENTS FROM THE PUBLIC



Per The Ralph M. Brown Act

Opinion: Ribakoff v. City of Long Beach, et al.

CERTIFICATE OF SERVICE

AWARDED TO:

Carol Vargas

For **20** years of loyal service as
an employee of the Housing Authority
of the County of Monterey

Zulieka Boykin
Zulieka Boykin
Executive Director/CEO





ACTION
 MINUTES OF THE REGULAR BOARD MEETING OF
 THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
 HELD AUGUST 28TH, 2023

SUMMARY ACTION MINUTES

Based on guidance provided by Centers for Disease Control Prevention, Monterey County Public Health officials and Governor Newsom's Executive Orders, in-person meetings are suspended until further notice. This meeting was conducted via the Zoom video conference platform and by phone.

1. CALL TO ORDER/ROLL CALL (Pledge of Allegiance)

CALL TO ORDER:

Vice-Chair Buder called the meeting to order at 5:03 p.m.

2. ROLL CALL:

PRESENT:

Vice Chair Hans Buder
 Commissioner Kevin Healy
 Commissioner Kathleen Ballesteros
 Commissioner Francine Goodwin
 Commissioner Mari Orozco

ABSENT:

Chairperson Jon Wizard

Also present: Zulieka Boykin, Executive Director; Jose Acosta, Director of Property Management; Carolina Sahagun-Gomez, Director of Development; James Maynard-Cabrera, Director of Human Resources; Michael Underwood, Director of Finance; Mayra Zesati, Asset Manager. Recorder: Gabriela Rivero

3. COMMENTS FROM THE PUBLIC

Public Comment from Adriana De Los Santos.

4. PRESENTATION

- A. Loreta Lozada, 5 years - The Board collectively thanked Loreta for her services.
- B. Welcome New Commissioner, Maria Orozco.

5. CONSENT AGENDA

Items on the Consent Agenda are considered routine and, therefore, do not require separate discussion. However, if discussion is necessary or if a member of the public wishes to comment on any item, the item may be removed from the Consent Agenda and considered separately. Questions for clarification may be made by Commissioners without removal from the Consent Agenda. The Consent Agenda is adopted in one motion.

A. Minutes - Approval of Minutes of the Regular Board Meeting held on June 26th, 2023.

There were no requests to remove items from the Consent Agenda. Commissioner Healy made a motion to approve the item listed in the Consent Agenda, seconded by Commissioner Ballesteros. The motion was carried through a roll call vote.

AYES: Buder, Healy, Ballesteros, Goodwin

NOES: None

ABSENT: Wizard

ABSTAIN: Orozco

6. REPORTS OF COMMITTEES

Personnel Committee: Commissioner Ballesteros reported the meeting was cancelled.

Finance and Development Committee: Commissioner Buder reported new items were approved to move forward under New Business.

Monterey County Housing, Inc & Affordable Acquisitions: Ms. Boykin will provide an update in the Executive Report. proposed that the board considers excluding the MCHI/MCHI AA committee report, as all updates will now be incorporated into the Executive Report.

7. REPORT OF SECRETARY

A. Executive Report – Presented by Executive Director, Zulieka Boykin

Ms. Boykin highlights notable achievements and ongoing initiatives. The report outlines key developments, such as changes in the Coalition of Homeless Service Providers (CHSP) leadership with Genevieve Lucas-Conwell's resignation and the successful creation of an MOU addendum for San Benito allocated EHV's. Additionally, the report mentions the transition to a new HUD representative, Sarah J. Glover-Johnson, and the pending receipt of the HUD VMS report. Furthermore, it discusses collaborative efforts with the City of Salinas to fulfill conditions for a PBV Violation waiver and explore opportunities for landlord incentives and voucher holder assistance. The report also emphasizes potential collaborations with Monterey County Behavioral Health to utilize Pueblo Del Mar for Bridge Funding recipients and strategies to increase the gross potential rent while maintaining affordability for residents. Furthermore, it highlights the finance department's successful negotiation of the seventh amendment with the California Housing Finance Agency, as well as ongoing streamlining of processes. In the development department, bi-weekly meetings, and efforts to explore development opportunities and investor purchases are in progress. The Housing

Choice Voucher (HCV) department hosted a well-received landlord symposium and is improving software utilization. Lastly, the report mentions ongoing preparations for union negotiations in the Human Resources department and the completion of the HUD Audit, sparking discussions regarding the PBV contract for Parkside Two.

8. OLD BUSINESS

- A. Resolution 3091: Resolution Approving the Operating Budget for the Fiscal year beginning July 1, 2023, and ending June 30, 204

Motion to approve Resolution 3091: Resolution Approving the Operating Budget for the Fiscal year beginning July 1, 2023, and ending June 30, 204 was made by Commissioner Healy and seconded by Commissioner Goodwin. The board unanimously carried the motion through a roll call vote.

AYES: Buder, Healy, Ballesteros, Goodwin, Orozco

NOES: None

ABSENT: Wizard

9. NEW BUSINESS

- A. Resolution 3094: Resolution on Seventh Amendment to HELP Loan Agreement with the California Housing Finance Agency.

Motion to approve Resolution 3094: Resolution on Seventh Amendment to HELP Loan Agreement with the California Housing Finance Agency was made by Commissioner Ballesteros and seconded by Commissioner Orozco. The board unanimously carried the motion through a roll call vote.

AYES: Buder, Healy, Ballesteros, Goodwin, Orozco

NOES: None

ABSENT: Wizard

10. INFORMATION

- A. Human Resource Report – Presented by James Maynard-Cabrera, Director of Human Resources

Mr. Cabrera outlines several key developments and initiatives. The report emphasizes the department's role in facilitating employee engagement and success within the organization. Notable highlights include colleagues. The report also provides information on vacant positions, new hires, and terminated employees, as well as details on workers' compensation claims and reported legal issues. Overall, Mr. Cabrera's report demonstrates the department's dedication to fostering a positive work environment and managing HR-related matters effectively. The successful conclusion of the Monterey County Workforce Board Youth Program, which provided valuable insights to local youth and potential future collaboration with the Workforce Board. Additionally, the report mentions the commencement of union negotiations as the current Memorandum of Understanding (MOU) is set to expire, reflecting the organization's commitment to fair and mutually beneficial agreements. A new initiative, "Cheers for Peers," is introduced to promote positivity and inclusivity within the workplace

by encouraging employees to express appreciation for their colleagues. The report also provides information on vacant positions, new hires, and terminated employees, as well as details on workers' compensation claims and reported legal issues.

B. Finance Report – Presented by Michael Underwood, Director of Finance

Mr. Underwood presented a status report for June 2023. The report highlights various financial aspects of HACM/HDC (Housing Authority of the County of Monterey/Housing Development Corp.). The report outlines achievements and priorities of the finance department, including the completion of audits for HACM, ongoing VMS reporting, monthly financial reviews, and the distribution of Cal Cards to maintenance personnel. Mr. Underwood also details the progress in clearing uncollectable accounts receivable balances. The report then provides a performance overview for HACM and HDC, including revenue, expenses, and net gains or losses for both entities. Mr. Underwood concludes with an update on tenant rental revenue and the balance sheets, showcasing various financial statistics and asset, liability, and equity information.

C. Property Management Report – Presented by Jose Acosta, Director of Property Management

Mr. Acosta presented an overview of the department's recent accomplishments and future objectives. Notably, the department achieved a series of milestones in June, including the completion of a Well Fargo inspection for Haciendas Sr, successful work order reconciliation, SRI reports approval, and approved budgets for FLC sites. They also provided budget information for all sites, reflecting a robust financial management process. For July, the department's objectives involve addressing the Tax Credit Audit for the East Salinas Family RAD and completing responses for all Tax Credit Audits. Implementation and training for Rent Café and Yardi Screening are also in the works, along with initiating a scanning project for all Tax Credit files. The report provides a comprehensive overview of voucher records, rent collection statistics, and occupancy rates for both HACM and HDC sites. Notably, rent collection averages for June 2023 were at 98% for HACM and 99% for HDC sites. Voucher records indicate up-to-date payments for various properties, totaling \$267,565.00. Moreover, the report delves into occupancy rates across different properties, with a commitment to fill all vacancies by August 30th. The team is working diligently to achieve this goal, understanding the urgency of the task at hand. The report goes on to provide detailed status updates for various properties, discussing activities and projects. For instance, it covers Housing Choice Voucher (HCV) compliance and upcoming Rent Café implementations for RAD (Rental Assistance Demonstration) sites. It also details ongoing rehabilitation efforts for King City Migrant Center, mentioning progress and future plans. Portola Vista's waiting list status and inspections are covered, along with maintenance work, such as power washing of decks and railing replacements. The report touches upon multiple properties, discussing rent increases, maintenance projects, and resident services. Furthermore, the report mentions the critical rehabilitation project at Pueblo del Mar, where a funding decision is pending to secure the property's future. It provides insights into the hiring status, waitlists, and eviction records. The report concludes with detailed waitlist statistics across various properties, giving a comprehensive overview of the department's management and initiatives.

D. Development Report – Presented by Carolina Sahagun-Gomez, Director of Development

Mrs. Sahagun-Gomez presented several significant developments and potential opportunities are highlighted. First, a substantial contractor draw of \$1,326,392.32 was released on August 10th, and additional capital contributions were funded for Castroville FLC, LP and

anticipated for One Parkside, LP. The report also mentions an exploration of potential insurance pools to address increased renewal costs. The Development team is actively reviewing the purchase options and exit strategies for several limited partnerships approaching their year 15 end of compliance period. A follow-up meeting with Knight Development is scheduled to discuss financial requirements. The report details potential development opportunities, such as the Division Avenue project in Salinas, Parcel B property, and the Greenfield project, highlighting the progress and market studies for each. It also mentions ongoing conversations regarding the 855 E. Laurel property in Salinas. Under the One Parkside, LP section, the report discusses capital contributions, loan conversion, and the closeout retention release of funds. It provides updates on the 123 Rico CLEEN loan and cost estimation for office space. Audits, capital improvements, and project-based Section 8 initiatives are discussed in detail, emphasizing financial reviews, audits, maintenance improvements, and ongoing development projects. The report includes information on Project-Based Section 8 vouchers and the timeline for East Garrison (Alfred Diaz-Infante apartments). Additionally, the report provides property management reports, resident services highlights, and staffing updates, including the retirement of a project manager and the temporary staff assigned to the department.

E. Housing Programs Report – Presented by Zulieka Boykin, Executive Director

Ms. Boykin presented several key updates and data related to Housing Choice Voucher (HCV) programs are presented. The report indicates that significant HAP expenditures were made in July, including for Mainstream and Emergency Housing Voucher (EHV) programs. A successful Annual Landlord Symposium was hosted with approximately 70 attendees, fostering positive feedback from landlords. The report highlights the number of voucher holders currently searching for housing, with distinctions made for EHV program participants. Inspections are being performed to address backlogs, and an upcoming VMS audit by HUD is noted. The report outlines the progress in implementing YARDI processes into daily workflows. Information regarding the Project-Based Voucher Program and its upcoming applications for East Garrison is provided, along with the total number of project-based vouchers issued. Data regarding HCV programs is detailed, including the waiting list, selected applicants, and the number of vouchers issued and leased from January to August. The report also touches on the Emergency Housing Voucher program, emphasizing the importance of voucher utilization and noting the progress in leasing vouchers for San Benito County. The report mentions the Foster Youth Initiative Vouchers and the referral process, as well as updates on the Family Self-Sufficiency program. The success rates for various voucher programs are provided, offering insights into their utilization and effectiveness.

11. CLOSED SESSION

The Board of Commissioners met in Closed Session at 6:25 p.m. for the following purpose and reason:

- A. Government Code Section 54957.6: This section permits closed session discussions of labor negotiations with employee organizations representing employees of the public housing board or agency.
- B. Government Code Section 54597: This section permits closed session discussions of certain matters relating to public employment, including personnel matters, evaluations, and disciplinary actions.

- C. Government Code Section 54956.9(d)(2): This section permits closed session discussions of certain matters relating to litigation involving the public housing board or agency.

The Board of Commissioners reconvened at 7:50 p.m. following a closed session and discussed the proposed contract with BDO, a professional services firm. Motion to vote on Resolution 3095: Authorizing the Executive Director to enter into contract with BDO for General Accounting Service, Financial Expertise, and Assistance was made by Commissioner Ballesteros and seconded by Commissioner Orozco. The board unanimously carried the motion through a roll call vote.

AYES: Buder, Healy, Ballesteros, Goodwin, Orozco

NOES: None

ABSENT: Wizard

12. COMMISSIONER COMMENTS

The commissioners expressed their gratitude to all participants in today's meeting.

13. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 7:53 p.m.

Respectfully submitted,

Gabriela Rivero
Executive Assistant/Clerk of the Board

Chairperson

ATTEST:

Secretary

Date



REPORTS OF COMMITTEES

Personnel Committee: Commissioner Ballesteros, Chairperson

Finance/Development Committee: Commissioners Buder

Monterey County Housing, Inc. & Affordable Acquisitions

MEMORANDUM

TO: Board of Commissioners

FROM: Zulieka Boykin
Executive Director

RE: **Executive Director Report**

DATE: October 20, 2023



The following are some of the highlights of accomplishments or pending projects in process:

INFORMATIONAL UPDATE

The rental increase requested for the Farm Labor Sites: Chualar Farm Labor Center aka Vista Del Valle and Salinas Farm Labor Center aka Tesoros Del Campo has not received final approval. We are awaiting the response from the USDA.

CHSP – Coalition of Homeless Service Providers

- HCV staff is working diligently on remaining EHV voucher utilization. As of today, we have 229 vouchers leased. There are forty vouchers remaining for lease-up.

San Francisco HUD Field Office

- Monthly meetings have been scheduled with our new HUD Representative, Mrs. Glover-Johnson, to discuss the authorities HCV program.
- HUD PBV technical assistant will schedule the final training within the next 45 days. The training has been focused on the development and housing choice voucher programs.

City of Salinas- Community Development Department

- This item is still pending ---The City has not fulfilled all conditions for the waiver of the PBV Violation. Once completed, HUD should send an official letter of approval.
- This item is still pending ---Partnering with the City to obtain funds for landlord incentives and voucher holder assistance. Received an update that this is partially completed. The city is planning a meeting with United Way and expects to have some news before the end of this month.

County of Monterey

- The Bridge Funding Application has been awarded. We are working with the County as well as our program manager with Health and Human Services to finalize next steps.

State of California

- Assembly Bill 12 was signed into law on October 11th. This bill will limit landlords' ability to charge more than one month's rent as a security deposit. The law takes effect on July 01, 2024. This will impact landlord incentives paid thru the Housing Choice Voucher program.

HACM/HDC

PROPERTY MANAGEMENT

- Yardi Rent Café is being implemented in stages throughout the portfolio.
- Reviewing the ROSS Service Coordinator NOFO for RAD sites. If the HUD grant is awarded, a service coordinator would be employed for three years to assist property residents in achieving their goals. The total amount of funding available per coordinator is \$272,000 for three years.

FINANCE DEPARTMENT

- Completion of the audits and budgets for the agency and all properties are being prioritized.
- Existing banking relations are being revisited for compatibility with current programs.

DEVELOPMENT DEPARTMENT

- A meeting was held with the City of Salinas to discuss items needed to push forward pre-development funding on several projects previously submitted.
- Working with the development staff by creating a schedule of activities to ensure packages are ready for the California Tax Credit Allocation Committee. Any applications for 4% applications must be ready by February 2024 based on historical application deadlines. We are monitoring the site for application date updates.

HCV DEPARTMENT

- Continuing to streamline workflows to promote efficiency and utilization.

HUMAN RESOURCES DEPARTMENT

- Reviewing agency staffing by addressing roles and responsibilities.
- Continuing Union Negotiations.

MCHI/MCHI AA

- We are working with MCHI Executive Director to finalize items for MOU. A follow-up meeting has been set for Monday, October 30th.

MEMORANDUM

TO: The Board of Commissioners

FROM: Zulieka Boykin, Executive Director

RE: **Resolution 3096: Approval of MOU Between SEIU Local 521
and The Hoing Authority of the County of Monterey**

DATE: October 20, 2023



I am writing to bring Resolution 3096 before the Board of Commissioners of the Housing Authority of the County of Monterey (“HACM”). The purpose of this memorandum is to provide an overview of the resolution, emphasizing the key elements of the agreement reached with the Service Employees International Union (“SEIU”) Local 521 and to request your approval for its ratification.

Background:

HACM has a history of agreements with SEIU Local 521 for the representation of our employees. Our previous agreement expired on August 31, 2023, prompting the need for negotiations to establish a new contract. Over a period of diligent negotiations, both the HACM and SEIU Local 521 negotiating teams have reached a tentative agreement on the terms of a new contract.

Key Changes in the Memorandum of Understanding (MOU):

Union Rights - Labor Management Meetings: The Union may select up to four non-probationary status HACM Union employees for labor management meetings, with a limit of two members from any single department.

New Hire Probationary Period: The probationary period for new hires will be extended to nine months, with evaluations at three, six, and nine months.

Promotional Options: In cases of employee promotion, HACM will use a ten-day written notice period to reevaluate the employee's potential for performing the newly assigned duties and may reassign the employee to their former duties.

Wages – Cost of Living Adjustment: HACM commits to providing employees with a 4.0% across-the-board increase, effective on the following dates:

- October 14, 2023
- July 1, 2024
- July 1, 2025

Uniforms and Safety Shoes: HACM will issue eligible employees with uniforms and provide an annual

allowance of \$250 for the purchase of work pants complying with HACM's specifications.

Standby Pay: Standby pay will increase from \$295 to \$395.

Health Insurance: HACM and employees will share health premium costs. Effective on specified dates below, the employee shall pay 25% of premium increases, while the employer shall pay 75% of the increases.

- For health premium costs which exceed \$1025, the employee shall pay 25% of increases and the employer shall pay 75% of increases.
- Effective January 1, 2024, for health premium costs which exceed \$1175 the employee shall pay 25% of increases and the employer shall pay 75% of increases.
- Effective January 1, 2025, for health premium costs which exceed \$1275 the employee shall pay 25% of increases and the employer shall pay 75% of increases.
- Effective January 1, 2026, for health premium costs which exceed \$1375 the employee shall pay 25% of increases and the employer shall pay 75% of increases.

Additional Holidays and Vacation: Additional holidays, namely December 26 and 27 in 2024, and December 26 in 2025, are included. Vacation may not be taken during the first nine months of employment.

Retirement Plan: Regular employees are eligible to participate in the Retirement Plan effective the first of the month following nine months of employment.

We kindly request that the Board of Commissioners ratify this agreement and authorize our negotiating team to enter into the agreement on behalf of HACM with SEIU Local 521. The terms negotiated represent a fair and reasonable outcome for both the Housing Authority and its employees.

Board Action: Adopt Resolution 3096: Ratification of Agreement with Service Employees International Union (SEIU) Local 521 and Authorization for Negotiating Team to Enter into the Agreement

MEMORANDUM OF UNDERSTANDING

September 1, 2023 – August 31, 2026

between the

HOUSING AUTHORITY OF THE COUNTY OF
MONTEREY

and

SEIU 521

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ARTICLE 1. PARTIES

This Memorandum of Understanding (“Agreement”) is made and entered into between the Housing Authority of the County of Monterey (“HACM”) and the Service Employees International Union, CTW, CLC, Local 521 (“Union”).

ARTICLE 2. RECOGNITION

The HACM recognizes the Union as the sole and exclusive bargaining agent for all regular employees in classifications listed in Appendix A. Pursuant to Government Code Sections 3500-3511, the Union shall have the right to represent the classifications listed in Appendix A.

ARTICLE 3. TERM

The term of this agreement shall be for a two (2) year period beginning at 12:00 a.m. on September 1, 2023 and ending at 11:59 p.m. on August 31, 2026.

ARTICLE 4. NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, national origin, religious affiliation, ancestry, sexual orientation, disability, medical condition or Union membership and any other protected trait as required by law.

Employees have a right to choose whether or not to join and participate in the activities of the Union for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee’s membership in said Union.

4.1 Dignity Clause

All Agency employees, Union employees, and non-union employees will be committed to providing a workplace where all persons employed by the Agency, regardless of their classification or pay status, are treated in a manner that maintains respect, dignity, and courtesy. Employees alleging that they have not been treated accordingly may process a complaint to the Executive Director or their designee.

ARTICLE 5. UNION RIGHTS

5.1 Representation

The Union has the right to represent employees in the representation unit as specified by state law. The Union will notify the HACM and maintain such notice during the terms of this Agreement of its elected officers and directors as well as its staff employees.

5.2 Labor Management Meetings

In order to foster cooperative labor relations between the Employer and the Union and to attempt to resolve matters that affect Bargaining Unit Members, there is hereby established a Labor/Management Relations Committee. There shall be one Committee addressing the issues raised by both units.

For purposes of labor management meetings, the Union may select up to ~~two (2)~~ four (4) non-probationary status HACM Union employees (**with no more than two members from any one department**), in addition to

its SEIU staff members, to act as official labor management representatives and will notify the HACM in writing as to those individuals so selected. The Union shall notify the HACM of the two (2) HACM Union employees to attend, at least one (1) week prior to any meetings. Any matter under consideration is subject to the provisions of the MMBA, as amended and must be reviewed and approved respectively by management and the union. Labor management representatives have no authority to modify, change or amend the MOU.

Official Labor Management representatives, as described above, shall represent the Union in jointly scheduled meetings with the HACM to address matters of mutual concern.

In addition, with prior mutual agreement, up to two (2) employees directly affected by the matters under consideration, may participate in these jointly scheduled meetings. Two hours shall be allotted for a quarterly committee meeting. The Union or HACM shall provide the other with a proposed agenda one (1) week prior to the scheduled meeting. If there are no agenda items provided for discussion, the parties will cancel the meeting.

A. Upon Union ratification and Board of Commissioner approval of this agreement, but no later than , ~~March 1, 2022~~ April 1, 2024 HACM and the Union agree to convene a special session of the Labor/Management Relations Committee to consider the design and implementation of a Pay for Performance Program. The results of this special session could be given weight in the parties' negotiations toward a successor agreement, however nothing in this Article will prevent implementation of a Pay for Performance Program during the term of this agreement upon mutual agreement of both parties.

5.3 Union Meet and Confer Representatives

For purposes of contract negotiation, Union Meet and Confer Representatives who are non-probationary HACM employees may utilize time during normal working hours for meeting and conferring with authorized representatives of the HACM subject to advance scheduling.

For purpose of contract negotiations, the Union may select up ~~to three (3)~~ to four (4) such meet and confer representatives, ~~however there can be no more than two (2) representatives from any one department~~. The Union will make every effort to draw its representatives from multiple departments in order to minimize operational disruption. In the event a meet and confer representative is not available, an Alternate meet and confer representative shall take the place of the unavailable meet and confer representative. These representatives shall not suffer any loss of compensation or other benefits when formally meeting and conferring during working hours with representatives of the HACM on matters within the scope of representation.

Employee members of the Union's bargaining team, subject to the approval of their department head, will be allowed to absent themselves from duties for one hour prior to scheduled negotiation sessions to meet with their team, without loss of pay, for purposes of preparing for and participating in contract negotiations. Such permission shall not be unreasonably withheld.

5.4 Stewards Program

Union stewards shall mean regular employees of the HACM who are members of and are designated by the Union to assist employees for the purpose of processing grievances. The HACM employee unit may select

~~two (2)~~ four (4) such Stewards (with no more than two Stewards from any one department) and two (2) alternate Stewards. The alternate Stewards shall serve when the designated Steward(s) is on leave.

Union agrees to notify the Executive Director or his/her designee in writing of the name and title of the Stewards representing employees at the HACM. Changes to the listing of Stewards will be provided by Union as they occur. Only an employee named on the current list will be recognized by the HACM as the Stewards of Union. The Stewards shall be subject to the following:

- A. The Stewards shall be authorized as reasonable amount of time off without loss of pay to investigate grievances of employees. The determination of reasonable time off for specific purposes outlined with sub-section 5.4 shall be negotiable between the Steward and his/her supervisor in advance of each occurrence. If the union believes there is an abuse of this process, such abuse will be subject to the grievance process or other legal remedies as allowed by law.
- B. The Stewards shall have the right to serve as representatives for employees in grievance matters in accordance with the provisions of Article 21 entitled "Grievance and Arbitration Procedure" of this Agreement.
- C. Before performing grievance work, the Stewards will obtain the permission of his/her supervisor and shall report back to his/her supervisor when the grievance work is completed.
- D. After receiving approval of his/her immediate supervisor, a Steward shall be allowed reasonable time off during work hours, without loss of time or pay, to investigate, prepare and present such grievances. The immediate supervisor will authorize the Steward to leave his/her work whenever the supervisor determines that the Steward's absence will not interfere with the work of the unit. Where immediate approval is not granted, the supervisor shall inform the Stewards of the reasons for the denial and establish an alternate time when the Steward can reasonably be expected to be released from his/her work assignment.
- E. When a Steward desires to contact an employee, the Steward shall first contact the immediate supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the Steward when he/she can reasonably expect to contact the employee.
- F. The Stewards shall receive no overtime for time spent performing a function of a Steward.
- G. The Stewards shall not conduct Union business on HACM time, except as provided in Article 20 entitled "Grievance and Arbitration Procedure."
- H. The Stewards shall be responsible for the full and prompt performance of his/her workload.

- I. HACM will notify the Union of the names of new employees hired in the unit and provide reasonable time and location during work hours with pay for the Stewards to meet with the new employee, subject to the above condition.

5.5 Union Access

Authorized Union staff representative(s) shall have reasonable access to work locations in which employees covered hereby are employed for the purpose of transmitting information or for representation purposes. Authorized Union staff representatives desiring such access shall first request permission from the appropriate Management representative, at which time the authorized representative shall inform said Management representative of the purpose of the visit. Said Management representative may deny access to the work location if the visit will interfere with the operations of the department or facility thereof, in which event said Management representative will offer an alternative time for the visit.

Union shall give the Executive Director or his/her designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by Union.

Access to work locations shall only be granted to the Union staff representatives on the current list.

5.6 Bulletin Board

(a) The HACM shall continue to furnish, for the use of Union, reasonable bulletin board space at reasonable locations, including the maintenance area and the administrative office.

(b) The Union shall be permitted to communicate with bargaining unit employees using the HACM's email system subject to the following:

1. No more than four (4) messages to all HACM Union represented employees per calendar month.
2. Communication with specific employee(s) and/or steward(s) concerning specific working conditions or employment related issues, which shall not be sent to all HACM Union represented employees.
3. Communication with members of the Union's bargaining team.
4. The size of files shall be reasonable and not overload, damage or otherwise impact the efficiency and operations of the HACM's email system.

(c) The Union agrees that notices posted on HACM bulletin board or included in emails shall not contain anything which may reasonably be construed as maligning of the HACM, its representative(s), or any individual in any manner whatsoever. It is agreed and understood that Union related bulletin board items and email communications shall not contain: 1) profanity; 2) threats of violence; 3) racially or ethnically offensive materials or statements; and/or 4) sexually provocative or explicit materials or statements.

5.7 Union Membership

A. Relationship Affirmation

The Union recognizes its obligation to cooperate with the HACM to assure maximum service of the highest quality and efficiency to the citizens of Monterey County, consistent with its obligations to the workers it represents. The HACM and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

B. Membership

1. HACM will provide the Union of the name, job title, department, work location, work and personal telephone number, home address, and personal email address of all new hires covered by this Agreement within 30 days of hire or by the first pay period of the month following hire.
2. HACM will provide the Union with an updated list of all Employees covered by this Agreement which will include the information listed in paragraph B. 1. above on a quarterly basis.
3. HACM and the Union shall offer each new employee an opportunity, within thirty (30) days of employment, to attend a paid one half (1/2) hour orientation meeting joined to the lunch hour with two (2) Union designated officers who will provide a copy of the current Memorandum of Understanding and other relevant material and information. The Union and the HACM departmental supervisor shall schedule the meeting at a mutually agreeable time.

C. Union Monthly Deductions

Employees seeking to begin or cancel Union Monthly Dues deductions must do so through the Union. The Union shall notify HACM of the amount of monthly dues to be deducted from each employee's payroll and forwarded to the Union. If there is an employee dispute regarding the authorization of such dues, the Union shall provide HACM with a copy of the individual authorization form upon HACM's request.

1. **Union Dues Deduction:**

The HACM agrees to deduct, as a single deduction, dues for employees in the bargaining unit.

5.8 Union Unpaid Leave of Absence

Subject to approval of the Executive Director the Agency may grant unpaid time off up to a maximum of 30 days to employees for official union business so long as the absence does not impose an unreasonable burden on the Agency and the Agency receives reasonable notice. The Executive Director's decision on such leave is final. While on such leave the person shall not be considered a HACM employee for any purpose except, an employee with permanent status shall have the right to return at the expiration of the leave without loss of seniority. Employer sponsored health and retirement benefits will be maintained at employee cost.

A. Forfeiture of Deductions If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this article, no such deduction shall be made for that pay period.

B. Financial Documentation

The Union shall, within ninety (90) days after the end of each fiscal year, make available to the HACM financial documentation, which shall meet the requirements of Government Code Section 3502.5.

C. Hold Harmless

The Union agrees to indemnify and defend the HACM and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the HACM under this article.

D. Enforcement/Severability

In the event the Union Membership provision of Article 5 is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen this article of this Agreement for the purpose of implementing modified provisions.

ARTICLE 6. MANAGEMENT RIGHTS

The HACM will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: Determine the standards of services to be offered by the constituent departments; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work, lack of funds, or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the HACM operations are to be conducted; determine job classifications of HACM employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the HACM by virtue of all federal, state, and local laws and regulation provisions cannot be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Commissioners, the adoption of polices, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California and

The exercise by the HACM through its Board and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

It is agreed and understood that the exercise of management rights (above) are limited by the provisions and express terms of this Agreement, State, and/or Federal law.

ARTICLE 7. SAFETY

HACM will provide a safe and healthful workplace free of recognized hazards. HACM agrees to comply with all applicable local, state, and federal health and safety laws and regulations.

The HACM recognizes its obligation to provide a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the HACM reserves the right to adopt reasonable rules and regulations which shall become effective when posted. Prior to changing, adopting or posting any rule or regulation, the HACM shall provide notice to the Union. Upon receipt of said notice, the Union shall have the right to meet and confer over any section of the proposed rule or regulation which impacts or changes matter(s) within the mandatory scope of

bargaining, prior to the implementation of said rule or regulation.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor.

The HACM and the Union agree to maintain a safety committee to address matters of mutual concern regarding the safety of HACM and its employees. The safety officer shall be the advisor to the committee. The committee will have equal representation from the union and from management. The committee will consist of no more than three

(3) Union represented employees appointed by the Union and three (3) unrepresented HACM employees appointed by the HACM. The Union and the HACM will make an effort to have their appointees to the committee be as representative of the various departments as reasonably possible. The dates and times of the meetings of said committee will be mutually agreed upon the members of the Committee.

ARTICLE 8. NEW HIRE PROBATIONARY PERIOD

The probationary period for all new hires shall be a nine (9) months. minimum of six (6) months, and shall not exceed nine (9) months in total. If it is determined that a satisfactory performance level cannot be achieved through a reasonable amount of training and coaching during the probationary period, the HACM, at its sole discretion, can extend the probationary period beyond the six (6) month minimum by up to three (3) additional months or release the employee immediately. During the probationary period, employees shall be evaluated at three (3), six (6), and nine (9) months. Probationary employees have no rights to appeal, and terminations are not subject to grievance procedures.

During the probationary period, new employees are not eligible to apply for, or transfer to, a different position within the HACM.

ARTICLE 9. PROMOTIONAL OPTIONS

When an employee is promoted into a higher classification, such employee shall serve a forty (40) calendar day observation in the new position at the lowest step of the new position that provides an increase greater than the employee's previous step. During this period, the HACM may recruit for, but will not fill on a permanent basis, the employee's former position until the employee satisfactorily completes the observation period. The HACM will use this period to evaluate the employee's potential for performance of the newly assigned duties and may reassign the employee to his/her former duties after providing a ten (10) day written notice, notifying the employee The employee may, at any time during the observation period, request reassignment to his/her former position. The reassignment will be at the former rate of pay.

ARTICLE 10. WAGES

10.1 Economic Reopener for Fiscal Emergencies

If at any time after September 1, 2019, the HACM Board of Commissioners declares a fiscal emergency, HACM may reopen the MOU for negotiations regarding wages, and/or health benefits. Negotiations shall commence within 10 days of notice from HACM. If the parties do not reach agreement within 30 days after commencement of negotiations, they may mutually agree to mediate the dispute under the auspices of the State Mediation and Conciliation Service, provided that such mediation shall commence within 15 days of the agreement to mediate and shall conclude within 30 days unless the parties otherwise mutually agree.

HACM shall provide notice to the Union at least 15 days prior to consideration by the Board of Commissioners of a fiscal emergency under this provision.

10.2 Wages – Cost of Living Adjustment

HACM will provide the following:

~~Effective January 3, 2022 HACM will provide employees with an across the board increase of 2.0%.~~

~~Effective September 1, 2022 HACM will provide employees with an across the board increase of 3.0%.~~

Effective October 14, 2023, and subject to Union ratification and Board approval of the new MOU, HACM will provide employees with an across the board increase of 4.0%

Effective July 1, 2024 HACM will provide employees with an across the board increase of 4.0%

Effective July 1, 2025 HACM will provide employees with an across the board increase of 4.0%.

10.3 Salary Range (Steps)

All bargaining unit employees will have established step increases of 5 ½% (five and one half percent) between steps. Each classification has five steps. The steps shall be administered in accordance with HACM Personnel Policy, Salary Program Administration. If an employee is eligible for a step increase and absent extenuating circumstances (such as the employee is on extended leave), HACM will present an employee with an evaluation within 60 days of the employee’s anniversary date or adjusted anniversary date, otherwise, HACM agrees to provide the employee with an automatic step increase.

10.3.1

Effective September 1, 2022 a new 6th Step ~~will be was~~ established at 2.0% above the 5th step. ~~All employees with a current standard or better performance evaluation who have served one or more years at Step 5 will be automatically advanced to Step 6.~~

10.4 Longevity Pay

Subject to Article 10.3, an employee will be eligible for a step increase of five percent (5%) after the employee meets performance evaluation standards and has longevity of twelve (12) years of service with HACM.

ARTICLE 11. HOURS OF WORK AND OVERTIME

11.1 Workweek

The workweek is defined as Friday at 12:00 p.m. to the following Friday at 11:59 a.m.

11.2 Overtime

If, in the judgment of an appointing authority, extra hours are required to be worked by an employee for the accomplishment of HACM business, the appointment authority may authorize and require the performance of said extra hours. No overtime shall be performed without express approval of the appointment authority.

Overtime shall be defined as time actually worked in excess of eight (8) hours in a day and forty (40) hours in a workweek when no alternative work schedule is in effect. For the purpose of this section paid holiday and vacation hours shall be considered as hours worked for the purpose of

determining overtime. Employees shall be compensated for overtime authorized by their appointing authority in cash at the rate of one and one-half (1.5) times the employee's base rate of pay. The exception to this provision is if an employee is working a flexible schedule or an alternative work schedule as determined by California law.

11.3 Flexible Work Schedule

An employee who demonstrates a need for a different schedule may request a flexible work schedule in writing which will be evaluated on a case-by-case basis for the Department Head and Executive Director or his/her designee. The Executive Director's decision shall not be subject to Article 20 Grievance and Arbitration procedures.

11.4 Alternative Work Schedule

Subject to the meet and confer process, alternative work schedules such as 9/80 pay period or the 4/10 workweek shall be available to HACM represented SEIU staff. The alternative work schedules will be by work group and administered in accordance with Federal law.

For the 9/80 schedule, overtime shall be defined as time actually worked in excess of 40 hours in a workweek or nine (9) hours in a workday. For the purpose of this section paid holiday and vacation shall be considered as hours worked for the purpose of determining overtime. Employees shall be compensated for overtime authorized by their appointing authority in cash at the rate of one and one-half (1.5) times the employee's base rate of pay including but not limited to applicable differentials or special pay practices.

In the event that the schedule reverts to a 5/40 schedule, the parties revert to the current language in the MOU regarding Overtime in section 11.2.

For the duration of the 9/80 schedule, HACM's normal business hours are as follows:

Week 1

Monday – Thursday 7:30 a.m. to 5:30 p.m. Friday – 8:00 a.m. to 5:00 p.m.

Week 2

Monday – Thursday 7:30 a.m. to 5:30 p.m. Friday – Office closed

Within HACM's normal business hours as referenced above, employees are expected to work the schedule assigned to their work unit or department. A full-time schedule will total 80 hours in a 2-week pay period. Employees will normally not have flexibility to change their assigned work schedule unless they have received approval from the Executive Director as outlined below. Employees are not permitted to work outside of normal business hours as described above unless directed to do so by their Department Head, or unless they are assigned to work in a call-back capacity.

For the 9/80 schedule, employees will be assigned a work schedule based on department and/or work unit. These schedules are as follows:

Schedule A

- **Week 1:** Monday – Thursday - 7:30 a.m. to 5:00 p.m., half hour lunch Friday: 8:00 a.m. to 5:00 p.m., one-hour lunch
- **Week 2:** Monday – Thursday - 7:30 a.m. to 5:00 p.m., half hour lunch Friday: Office closed

Schedule B

- **Week 1:** Monday – Thursday - 8:00 a.m. to 5:30 p.m., half hour lunch Friday: 8:00 a.m. to 5:00 p.m., one-hour lunch
- **Week 2:** Monday – Thursday - 8:00 a.m. to 5:30 p.m., half hour lunch Friday: Office closed

Schedule C

- **Week 1:** Monday – Thursday – 7:30 a.m. to 5:30 p.m., one-hour lunch Friday: 8:00 a.m. to 5:00 p.m., one-hour lunch
- **Week 2:** Monday – Thursday – 7:30 a.m. to 5:30 p.m., one-hour lunch Friday: Office closed

Schedules by Division

Maintenance:	Schedule A
Housing Programs:	Schedule A, B or C
Warehouse:	Schedule A
Accounting:	Schedule A, B or C
Property Management:	Schedule A, B or C

Although some departments are able to offer some flexibility in terms of start and end times as indicated above, once an employee is assigned to a schedule, that schedule is expected to be adhered to. There is no flexibility to change one’s shift on a day-to-day or week-to-week basis, unless approved by the Executive Director and/or his/her designee in accordance with applicable law.

An employee who works in Housing Programs, Accounting or Property Management divisions may submit a written request to change to one of the schedules indicated above (A, B or C) for personal reasons. Schedule changes may be granted to an employee no more frequently than every six months except under extenuating circumstances. Each request will be evaluated on a case-by-case basis by the Department Head and the Executive Director or his/her designee, and will be based on department workload and coverage requirements. The Executive Director’s decision shall not be subject to Article 20 Grievance and Arbitration procedures.

Holidays

For the 9/80 schedule, holidays that fall on a Saturday, or on a Friday when the office is scheduled to be closed, will be observed the previous work day. Holidays that fall on a Sunday will be observed the following Monday.

Holidays will be paid at the rate of 8 or 9 hours determined by the number of work hours normally

scheduled on the day the holiday falls.

Vacation and Sick Pay

For the time that the 9/80 schedule is in effect, vacation and sick days will be charged to an employee's available accrued amounts according to the number of hours normally worked on the day the vacation or sick leave is taken – either 9 hours or 8 hours.

Vacation and sick time taken in amounts less than a full day will be paid according to the number of hours taken.

Jury Duty

For the 9/80 schedule, Jury Duty will be paid according to the number of hours taken.

Lunch and Rest Periods

The lunch period is one hour and shall be taken between the hours of 11:30 am and 1:30 pm. The length of the lunch hour period may be reduced to one half hour to accommodate a flexible or alternate work schedule.

Each employee shall take a fifteen (15) minute rest period each morning between 8:30 am and 11:00 am and each afternoon between 2:00 pm and 4:00 pm. Rest periods will not be used to extend a lunch period or shorten a workday. Rest periods may not be taken and will not be scheduled in conjunction with the lunch period or the end of a scheduled day.

11.5 Compensatory Time

Overtime may be accrued as a compensatory time at a rate of one and one-half (1.5) hours for every hour worked, if requested by an employee in writing and if approved by the Department Head in advance. Each employee may maintain a balance of up to forty

(40) hours of compensatory time. The use of compensatory time shall be subject to the mutual agreement of an employee and his/her immediate supervisor. If accrued compensatory time is not used within ninety days (90) from the date it is accrued, such compensatory time shall be cashed out to the employee. In the event an employee's request to use compensatory time is denied, the employee shall be cashed out the balance of the employee's compensatory time.

11.6 Pyramiding

There shall be no pyramiding of premium pay.

ARTICLE 12. SPECIAL PAY PRACTICES

12.1 Bilingual/Biliterate Skill Pay

When a Department Head, with the approval of the Executive Director, designates a position which requires bilingual/biliterate skills on the average of at least twenty percent (20%) of the time, any employee in such a designated position who has first demonstrated proficiency in two language skills acceptable to the department and the Executive Director shall be paid bilingual/biliterate pay. Department Heads have discretion to conduct an annual review of positions to determine if bilingual/biliterate skills are necessary and may adjust and remove pay as appropriate and the decision is not subject to the grievance procedure.

The HACM shall pay a differential for the use of multi-lingual skills based on the following criteria:

- A. A differential will be paid for skills required for any oral communication and comprehension in a second language.
 - (1) Basic Skills – Basic skills are defined as those skills primarily required for oral communication and comprehension such as those used in conversation with clients and citizens. Persons holding such positions will receive thirty dollars (\$30.00) per pay period.
 - (2) Advanced Multi-Lingual Skills – Advanced skills are defined as those skills required for written communication and comprehension in a second language, in addition to skills in oral communication and comprehension. Persons holding such positions will receive seventy-five dollars (\$75.00) per pay period. Employees who have never been tested must be certified.

New hires in designated positions shall be required to be certified in his/her language skills, prior to receiving bilingual pay. Bilingual pay shall not be paid retroactively.

12.2 Deferred Compensation

Subject to the rules and regulations of the plan, a Deferred Compensation Program shall remain available to all employees in the bargaining unit. Jury Duty and Administrative Proceedings

- A. An employee required to attend Jury Duty shall remain in paid status and the employee shall be paid at the employee's normal rate of pay for all hours in the employee's regular workday, less any fees, excluding mileage, paid by the Court for jury service.
- B. An employee required to attend an administrative proceeding on behalf of the HACM shall be paid: 1) at the employee's normal rate of pay for all hours in the employee's regular work day; 2) if applicable, overtime for all hours exceeding the employee's regular workday; and 3) reimbursed for all mileage at the IRS mileage rate for miles driving to and returning from a site other than HACM headquarters, unless the HACM provides transportation at no cost to the employee.

12.3 Jury Duty and Administrative Proceedings

- A. A. An employee required to attend Jury Duty shall remain in paid status and the employee shall be paid at the employee's normal rate of pay for all hours in the employee's regular workday, less any fees, excluding mileage, paid by the Court for jury service.
- B. B. An employee required to attend an administrative proceeding on behalf of the HACM shall be paid: 1) at the employee's normal rate of pay for all hours in the employee's regular work day; 2) if applicable, overtime for all hours exceeding the employee's regular workday; and 3) reimbursed for all mileage at the IRS mileage rate for miles driving to and returning from a site other than HACM headquarters, unless the HACM provides transportation at no cost to the employee.

12.4 Personal Property Reimbursement

Whenever an employee engaged in assigned official duties on behalf of the HACM sustains a loss of personal property, through no fault of the employee, that employee shall be eligible for reimbursement for such personal property.

A request for reimbursement must be submitted by claim to the HACM no later than fifteen (15) workdays from the date of loss. Management shall review the claim and when circumstances warrant, reimbursement shall be made.

- A. Claims based on cash losses or losses due to lost or stolen credit cards shall not be considered.
- B. Claims based upon damage to automobiles are subject to the following provisions. All four (4) conditions must be met before consideration will be given:
 - 1. An employee, who drives his/her car incident to employment, shall have named the HACM as an additional insured on his/her automobile insurance policy as of the date the employee sustained the loss of her/her automobile.
 - 2. Evidence of the required insurance coverage must be presented.
 - 3. Invoice for work completed must be submitted. Reimbursement is limited to Two Hundred Dollars (\$200.00)
 - 4. The damage must have occurred while the employee was actually using the automobile on authorized HACM business, away from the employee's work place.
- C. No reimbursement shall be granted for losses covered by some other source, insurance policy or agency.
- D. A maximum limit of Two Hundred Dollars (\$200.00) per incident shall apply to all claims for reimbursement.
- E. No claims for reimbursement for items having a present value of less than Ten Dollars (\$10.00) shall be considered.

12.5 Uniforms and Safety Shoes

A. Uniforms

The HACM will provide all Maintenance I, II and III, Warehouse Clerk, and Custodian classifications with the uniforms required to be worn by employees within departments, not including pants and shoes. Employees will not incur a cost for the initial uniforms; however, any damage to uniforms above and beyond normal wear and tear which requires replacement will be at the expense of the employee. Upon separation from employment, employees will be required to return all uniforms assigned to them. A charge will be incurred by the employee, as established by the uniform vendor, for any unreturned or damaged uniforms. Maintenance, including cleaning, of the required uniforms shall be the employees' responsibility.

The HACM will issue each eligible employee with six uniformed shirts, ~~one summer jacket~~ 2 Hoodies, and one winter jacket. All uniformed shirts and jackets must have the employee name and the HACM logo firmly attached to it in the appropriate location. Employees must come to work every day in complete clean, unspotted uniform with no holes and no paint spatters. Employees will have access to jump suits that they can use to protect their clothing from paint and other spatters.

Supervisors have the discretion to determine if an employee who arrives in a soiled or incomplete uniform should clock out of work and change into the appropriate required uniform before returning to work. A uniform shirt or jacket that has been damaged in the course of work may be turned in for a replacement.

Employees who are required by HACM to wear uniforms, shall be provided with an allowance of ~~\$200~~ \$250 per year for the purchase of work pants which comply with the specifications provided by HACM.

B. Safety Shoes

Employees in the Maintenance department are required to wear HACM-approved safety shoes at all times during working hours. Employees may purchase through the HACM-approved vendor, or purchase at their own expense and seek reimbursement.

Employees who are required by HACM to wear safety shoes, shall be provided with an allowance of up to \$250 per year for the purchase of safety shoes and other safety boot related items which comply with the specifications provided by HACM. Employees are expected to use this allowance for the purpose of purchasing safety shoes for work purposes at HACM and not for the purchase of shoes for use during non-working hours.

Nothing herein shall be construed to prevent HACM from enforcing or adopting reasonable standards of dress in the interest of safety and service to the public.

12.6 Call Back

Call Back is defined as work that is required to be performed by an employee following the completion of their normal workday or workweek after the departure from their work site. Call Back hours are considered time actually worked and shall be compensated at the employee's regular hourly rate, as well as any applicable overtime.

Employees who are called back to work during a week in which they are assigned and receiving standby pay will be paid for a minimum of two (2) hours.

Employees who are called back to work and not assigned to or receiving standby pay will be paid for a minimum of two (2) hours.

If an employee is called back after they have completed the previous Call Back, and it is still within the Call Back minimum hours, they will not be paid another minimum.

12.7 Health Insurance Coverage & Premiums During Leave of Absence

When an employee is on an approved leave of absence, the HACM will continue to provide and maintain the employees same level of health insurance benefits (employee or dependent coverage) that were in effect immediately prior to the leave of absence.

The coverage will be maintained for a maximum period of twelve weeks. If an employee remains on an approved leave beyond the twelve-week period, the employee will be removed from the health insurance plan and will be offered continuation of benefits through COBRA at the employee's direct expense. Upon returning to active status, the employee's health insurance benefits will resume on the first calendar day of the month following their return. The employee is required to pay the HACM for the cost of dependent coverage during the leave of absence. Payments must be made in accordance with the following paragraph. The employee will be responsible for any employee and or employee-dependent premiums that are incurred during the leave of absence. Payments will be made to HACM on a monthly basis, and must be received no later than the 7th of each month for which they are due during the leave. If payment is not made by the 7th, the employee and/or their dependents is/are subject to cancellation of health insurance and will be offered continuation of coverage through COBRA.

12.8 Standby Pay

Standby pay of ~~\$295~~ \$395 per week will be paid to a maintenance worker who is assigned for standby for a week period at a time. If, because of illness or emergency, more than one maintenance worker is required to be on standby during the week, the standby pay will be prorated based on the number of days that the worker was on standby.

ARTICLE 13. EMPLOYEE BENEFITS

13.1 Health Insurance

Employee, ~~Employee plus dependent, Employee plus family; Only~~

For health premium costs which exceed ~~\$975~~ \$1025, the employee shall pay 25% of increases and the employer shall pay 75% of increases.

Effective January 1, ~~2022~~ 2024, for health premium costs which exceed ~~\$1000~~, \$1175 the employee shall pay 25% of increases and the employer shall pay 75% of increases.

Effective January 1, ~~2023~~ 2025, for health premium costs which exceed ~~\$1025~~, \$1275 the employee shall pay 25% of increases and the employer shall pay 75% of increases.

Effective January 1, 2026, for health premium costs which exceed \$1375 the employee shall pay 25% of increases and the employer shall pay 75% of increases.

~~Employee plus spouse, employee plus children, and employee plus family~~

~~Health premium costs shall be divided 75/25, with 75% to be paid by the employer and 25% to be paid by the employee.~~

Any premium amount above and beyond the HACM contribution will be the responsibility of the employee by way of payroll deductions. Appendix B will be updated in March of each calendar year to reflect changes in the plan design.

A. Annual Plan Modification

The parties shall meet and discuss changes in plan design starting in September of each calendar year, to include copayments and deductibles, concluding such discussions in time for open enrollment. Parties acknowledge

that HACM will not have information on plans or rates until received by the provider, which is usually in the spring. HACM will notify the Union within three (3) working days of receiving the final rates. If meetings and discussions do not result in agreement, HACM has the right to make the final determination on changes in plan design in time for open enrollment.

B. Program Administration & Modifications

The HACM continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include, but are not limited to, the right to select the carriers and insurance claims administrator, including the right to utilize a fully-insured program, after prior meet and discuss with the Union. In the event a change in insurance carriers is made, an open enrollment will be authorized.

13.2 Life Insurance

The HACM agrees to provide a \$10,000 Life and Accidental Death & Dismemberment Insurance policy for employees as part of the Health Insurance plan. An additional Life and Accidental Death & Dismemberment Insurance policy is available to those employees who participate in the HACM Retirement Plan after one year of employment. That policy is equivalent to 1.5 times the employee's base salary up to a maximum of \$100,000 (refer to the Plan booklet for specific provisions)

13.3 Flexible Spending Account (FSA)

The HACM agrees to provide employees the ability to voluntarily participate in a Flexible Spending Account program for both medical and dependent care expenses on a pre-tax basis. HACM will inform employees of the open enrollment period for the plan each calendar year.

ARTICLE 14. HOLIDAYS

The following listed days shall be observed as legal holidays.

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
March 31	Cesar Chavez Birthday
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Indigenous People's Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving Day
December 24	Day Before Christmas
December 25	Christmas Day

If any of the above-listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above-listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

Regular or seasonal employees who work on a holiday shall, in addition to their regular rate of pay, be entitled to the benefits detailed in Article 11 Hours of Work and Overtime.

14.1 Additional Holidays

For the term of this agreement only, the Agency agrees to provide additional holidays for bargaining unit members in accordance with the terms and conditions afforded to unit members under the flexible work schedules.

- The additional 2021 holidays to be observed are:

A. December 27, 2021

B. December 28, 2021

The additional 2022 holiday to be observed is:

A. December 27, 2022

The additional 2024 holidays to be observed are:

A. December 26, 2024

B. December 27, 2024

The additional 2025 holidays to be observed are:

A. December 26, 2025

ARTICLE 15. VACATION

For an employee appointed to a regular position, the following paid vacation schedule shall apply:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
0-2 years of service	3.6923 hours per pay period (12 days per year)	260 hours
After 2 years of service	4.6154 hours per pay period (15 days per year)	260 hours
After 10 years of service	6.1538 hours per pay period (20 days per year)	320 hours
After 20 years of service	7.6923 hours per pay period (25 days per year)	400 hours

Vacation shall continue to be administered in accordance with the procedures set forth in the personnel Policy in effect, with the revision that vacation will accrue based on 26 pay periods per year. Vacation may not be taken during the first ~~six (6)~~ nine (9) months of employment.

Employees are responsible for monitoring their vacation balances by way of information provided on their biweekly pay stubs.

15.1 Buy Back

Employees may buy back hours in accordance with the requirements outlined below:

Employees may receive a straight-time cash payment for up to forty (40) hours of vacation per calendar year. This vacation buy back shall be subject to the following requirements:

- A. Employees must have one (1) year of service.
- B. Employees must have at least eight (80) hours of vacation time remaining after cash out.

15.2 Time to Reply to Vacation Request

A request for vacation time of two days or more must be approved or denied within 5 working

days of the request.

15.3 Request for Vacation Time Off

A request for vacation time of two days or more must be submitted for approval or denial at least 2 working days in advance of the first day off request. If a request is submitted with less than 5 working days notice the provisions of 15.2 above do not apply.

ARTICLE 16. SICK LEAVE

HACM shall administer sick leave in accordance with Federal and California state law except where the MOU provides additional benefits to employees. To the extent that federal or state law changes to provide additional sick leave benefits to employees beyond what is provided in this article, those benefits shall be provided to the employees.

16.1 Accrual Rate

All unit employees hired prior to February 18, 1984, shall accrue sick leave at the rate of approximately twelve (12) days per year. Employees hired after February 18, 1984, shall continue to earn sick leave at the rate of approximately ten (10) days per year.

Sick leave is a benefit intended for use in case of actual illness or reason provided in this Article.

16.2 Sick Leave Administration

An employee shall have the right to be placed on sick leave when an employee is injured or ill. For the duration of an employee's injury or illness and/or for leave provided in accordance with Federal or State law, an employee's sick leave shall be used in preference to vacation time. An employee's vacation time must be used for an employee's injury or illness and/or for leave provided in accordance with Federal or State law only upon exhaustion of an employee's sick leave. Once sick leave has been exhausted and employee must use vacation accruals prior to taking any unpaid time off. Sick leave shall be administered in accordance with the Housing Authority's Personnel Policy.

An employee's use of sick leave or any other applicable leave shall be coordinated with worker's compensation (if applicable) or any other benefit so that an employee does not experience a reduction in pay. When an employee's leave is coordinated in this manner, an employee's leave shall be deducted proportional to the actual cost to the HACM for leave coordination on an hour per hour basis.

All available accruals may be used for the diagnosis, care or treatment of an existing health condition or preventative care for the employee who is ill, injured, or receiving medical care, treatment or diagnosis.

Use of not more than three accrued sick days per year may be used for an employee who is a victim of domestic violence, sexual assault, or stalking for purposes allowed by state law.

Sick leave shall be taken in increments of not less than one-quarter (1/4) hour.

16.3 Transfer of Sick Leave

In the event an employee is prevented from working because of his/her major illness for a

minimum of 7 consecutive work days, and has exhausted his/her sick and vacation leave, other HACM employees may be allowed to voluntarily donate up to ten (10) working days, per donating employee, of sick leave hours to the affected employee in one calendar year so long as the donating employee retains a balance of eighty (80) or more combined leave hours remaining after the donation. If an employee wishes to retain some accrued vacation leave, the employee may request donated vacation leave in place of donated sick leave. Employees donating vacation leave may donate up to ten (10) days of vacation leave for this purpose. Any inter-employee sick leave transfer must be approved by the Executive Director. In extreme circumstances, the Executive Director may waive the 7 consecutive workday eligibility requirement. The Executive Director's decision shall not be subject to Article 20 Grievance and Arbitration Procedures. Donations of sick leave, once approved, are irrevocable. Any sick leave returned to an employee after coordination with disability will be provided to the employee who received the disability regardless if the sick leave was from a transfer pursuant to this article.

16.4 Retirement Payoff

Employee hired on or before January 1, 2022 shall be paid for thirty percent (30%) of his/her accumulated sick leave up to a maximum of one thousand five hundred (1,500) hours upon retirement or death.

Employees hired after January 1, 2022 shall be paid for thirty percent (30%) of his/her accumulated sick leave up to a maximum of five hundred (500) hours upon retirement or death.

16.5 Family Sick Leave (Kin Care)

Regular employees may be granted use of accumulated sick leave by their appointing authority to attend to illness of a parent (biological, adoptive, or foster parent, stepparent, or legal guardian of an employee, a person who stood loco parentis), brother, sister, spouse, domestic partner, or child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), and grandparent or grandchild. This definition of a child is applicable regardless of age or dependency status).

In exceptional cases, leave may be granted by the HACM to attend to the illness of a father-in-law, mother-in-law, and any step-relation of said family member, when it can be demonstrated that a bona fide illness exists that warrants his/her personal attendance during his/her normal scheduled work hours.

The HACM may require medical certification or other sustaining evidence of illness for any period of time for which sick leave is sought.

Regular employees may be granted use of accumulated sick leave by their appointing authority because of death of a father, mother, brother, sister, spouse, domestic partner, child, grandparent, grandchild, father-in-law, mother-in-law, and any step-relation of said family member. Such absence by the employee shall be limited to five (5) working days per occurrence of paid leave when used for such purpose.

16.6 FMLA and CFRA

Any leave of absence that qualifies under the Family Medical Leave Act (FMLA and the California Family Rights Act (CFRA) shall be administered in accordance with Federal law, California law and the HACM Personnel Policies. In order to qualify for such leave, employees must be employed for a minimum of twelve (12) months, and must have worked a minimum of

1,250 hours during the previous twelve (12) month period prior to the leave.

16.7 Pregnancy Disability Leave

Pregnancy Disability Leave shall be administered in accordance with California state law and HACM Personnel Policies.

A woman may take pregnancy disability leave (PDL) at any time that she is disabled by pregnancy, childbirth or related medical conditions as determined by her health care provider. Leave may be taken intermittently (no less than ½ hour increments) or on a reduced work schedule. If disabled by pregnancy, an employee shall be eligible for leave of absence with or without pay for a period of up to four (4) months. An employee who is granted PDL must use accrued sick leave benefits during the period of her leave. Under PDL, it is the employee's option to use any accumulated vacation leave provided all sick leave benefits have been exhausted. Any portion of the leave that occurs after benefits have been exhausted shall be without pay. Any employee on pregnancy disability leave as of June 30, 2004 is entitled to up to six (6) months unpaid leave.

In addition to PDL, a woman may be entitled to up to 12 weeks of leave under CFRA once the employee's child is born and the employee is otherwise eligible for CFRA leave.

ARTICLE 17. ON THE JOB TRAINING

Each department will maintain a training program. All training will be provided by qualified or certified individuals/organizations or qualified in-house employees.

ARTICLE 18. WORKING OUT OF CLASSIFICATION

When an employee covered by the provisions of this Agreement is assigned to and performs the duties of a position in a higher classification whose salary range is higher than the range of the employee's regular classification, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be a duration greater than five (5) consecutive working days and may not exceed six (6) months.

Such additional compensation shall begin on the sixth (6th) working day after the assignment to the duties of the higher vacant position.

This provision shall not apply when the higher vacant position is temporarily vacant due to the vacation of the incumbent unless the employee is assigned in writing the majority of duties of the higher vacant position for the entirety of a vacation lasting more than five consecutive working days.

18.1 Temporary Special Assignment Pay

Subject to approval of the Executive Director, employees temporarily assigned to perform the duties of a job assignment requiring a skill level beyond the regular scope of their classifications shall receive, in addition to their regular rate of pay, a temporary special assignment pay of five percent (5%). Temporary Special Assignment Pay may be used when the Agency is undergoing significant changes in staffing, organizational restructure and/or has an unexpected special project for completion.

Temporary Special Assignments are an administrative tool that provide a vehicle for ensuring that appropriate and necessary staffing levels are maintained during employee absences and certain approved administrative actions.

Temporary Special Reassignment shall not exceed 180 days unless specifically approved by the Agency Executive Director and are not intended to resolve long-term or permanent staffing issues.

ARTICLE 19. RETIREMENT PLAN

The HACM will continue to maintain the money purchase plan currently in place with the Massachusetts Mutual Life Insurance. The HACM reserves the right to change investment companies, but only after prior meet and confer with the Union.

A. Eligibility

Effective the first of the month following ~~six~~ nine months of employment, regular employees are eligible to participate in the Retirement Plan.

B. Retirement Age

Employees are eligible to retire at age fifty-nine and one-half (59 ½).

C. Sources of Contribution

1. Employee

To participate in the Plan, the employee must elect to contribute a minimum of 1.1% of compensation to the Plan. The employee may contribute up to a maximum of 13%.

2. Employer

For employees hired before September 1, 2016, HACM will maintain a contribution of 7.9% of compensation for each participating employee, of which approximately 1% is used for the purchase of life insurance as outlined in Article 13.2. For employees hired on or after September 1, 2016, HACM will maintain a contribution of 4% of compensation for each participating employee, of which approximately 1% is used for the purchase of life insurance as outlined in Article 13.2.

ARTICLE 20. GRIEVANCE AND ARBITRATION PROCEDURE

A. **Definition of Grievance** "Grievance" as used in this Agreement is limited to a complaint or request of an employee(s) or the Union on behalf of the employee(s), which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

B. **Limited Grievance Procedure Application**

An employee shall be entitled to file a grievance which alleges that the HACM has failed to provide a specific condition of employment which is established by the Personnel Policy provided that the enjoyment of such right is not made subject to the discretion of the Department Head or the HACM and provided further that the condition of employment which

is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

C. Disciplinary Action

Grievances regarding disciplinary action shall follow the procedures set forth in Article. 22.15 - "Right to Grieve Disciplinary Action."

Grievance Process

The grievance process consists of four (4) defined steps with specific responsibilities and timelines for each step. Timelines may be extended by mutual agreement of the parties. Absent such agreement, grievances may be advanced to the next step if timelines are not met. Grievances, which arise under the specific provisions of this Agreement, are to be processed as follows:

Step 1 – Immediate Supervisor Review

Employee Responsibility: The employee or the designated representative of the employee has the responsibility to present the grievance to his/her immediate supervisor within fifteen (15) workdays of the action causing the grievance or of the date of the action reasonably could have been expected to be known to the grievant.

Supervisor Responsibility: The immediate supervisor shall have fifteen (15) workdays to meet with the employee, investigate the alleged grievance and respond to the employee.

If the grievance is not resolved at the immediate supervisor level, the employee may, within fifteen (15) workdays, appeal the alleged grievance to Step 2 – Department Head Review.

If the grievance is not appealed to the Department Head within the above thirty (30) workday period, it shall constitute an abandonment of the grievance.

The Union may present an alleged grievance on behalf of an employee or employees directly to Step 2 if the issue involves more than one (1) immediate supervisor.

Grievances settled at Step 1 shall not be precedent setting.

Step 2 – Department Head Review

Employee Responsibility: The employee or the designated representative of the employee has the responsibility to present the grievance in writing to their Department Head with a copy to the Executive Director or his/her designee, within fifteen (15) workdays from the date of the immediate supervisor's response. Or, if filed at Step 2, fifteen (15) workdays of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant.

The written grievance shall contain:

- a. All details as to the nature of the grievance;
- b. The provision of the Agreement from which the alleged grievance occurred;
- c. If applicable, the date the alleged grievance was presented to the

- immediate supervisor in Step 1;
- d. If applicable, the date of and response of the immediate supervisor; and
- e. The action(s) the grievant believes will resolve the grievance.

Department Head Responsibility: The Department Head shall have fifteen (15) workdays to investigate the alleged grievance and respond in writing to the employee or Union Representative following the appeal. A copy of the response will also be furnished to the Executive Director.

If the grievance is not resolved within the above thirty (30) workday period at the Department Head level, the employee may appeal the alleged grievance to Step 3 – Executive Director or his/her Designee within fifteen (15) workdays following the thirty (30) workday period mentioned in this paragraph.

If the grievance is not appealed to the Executive Director's Office within the above forty- five (45) workday period it shall constitute an abandonment of the grievance.

Step 3 – Executive Director or his/her Designee

Employee Responsibility: The employee or the designated representative of the employee has the responsibility to present the grievance in writing to the Executive Director within the forty-five (45) workday period mentioned in Step 2 of this procedure.

Executive Director's Responsibility: The Executive Director or his/her designee will meet with the employee and/or Union Representative, and up to five (5) Union selected witnesses within fifteen (15) workdays following the appeal. The Executive Director or his/her designee shall have fifteen (15) workdays to respond in writing to the employee and/or Union Representative following the meeting.

If the grievance is not appealed to Arbitration within a fifteen (15) workday period following the Executive Director's written response, it shall constitute an abandonment of the grievance.

Step 4 – Arbitration

In the event the grievance is not satisfactorily resolved with the Executive Director or his/her designee within thirty (30) workdays following the appeal to Step 3, the Union may request arbitration of the alleged grievance on behalf of the employee. Such a request shall be in writing to the Executive Director within fifteen (15) workdays following the Executive Director's or his/her designee decision.

In such event, the HACM and the Union shall, within twenty (20) workdays after request for arbitration has been filed, appoint an arbitrator who shall hear the alleged grievance.

In the event the parties fail to agree upon a mutually acceptable arbitrator within the twenty (20) workday period, the State Mediation and Conciliation Service, or other agreed upon agency, will be asked to provide a list of arbitrators shall be made within twenty-five (25) workdays following the request for arbitration.

The arbitrator shall not have jurisdiction or authority to add to or detract from, or alter in any

way, the provisions of the written Agreement or to render any decision which shall be contrary to law or contrary to rules, regulations and orders of the governmental bodies, or agencies having jurisdiction over the HACM, or contrary to Board's established practices, policies, or procedures.

The arbitrator shall decide the matter within thirty (30) workdays after his/her selection, or as extended by mutual consent.

The decision of the arbitrator shall be in writing and shall be final and binding on the Union and the HACM.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual involved.

D. Remanding Grievance to a Prior Grievance Step

Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to prior step or advanced to a higher step of the grievance procedure. The time limits at the step shall be controlling and shall begin on the date other parties agree to move.

E. Grievance Withdrawal

The grievant and/or their representative may withdraw the grievance at any stage of the Grievance Procedure by giving written notice to the HACM representative who last took action on the grievance, with a copy to the Executive Director.

F. Union Representative

It is understood that the term "Union Representative" may also apply to Shop Stewards for Steps 1 and 2 of this section.

ARTICLE 21. LAYOFF PROCEDURES

21.1 Policy

The HACM may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the HACM's direct control.

The HACM shall inform Union regarding the effects of any planned reduction in force or layoffs which will affect two (2) or more departments or ten percent (10%) or more of a department's work force.

21.2 Procedure

Layoffs will be determined within HACM departments, not the HACM as a whole. In the event of a reduction in force in a department, the Department Head shall designate the classes, positions, and number of employees to be eliminated.

Layoffs shall be made among all bargaining unit employees in the same class series within a

HACM department in the following order:

- Temporary employees
- Probationary new employees (excluding promotional probationary employees)
- Regular employees

No regular employee within a department shall be laid off in any class if there are temporary employees in an active status in the same class within the department.

Layoff shall be by ranking sequence of employees except as otherwise provided herein.

Rank shall be defined as the length of continuous service in a class series as determined by the HACM personnel records while occupying a regular position within the HACM department.

Layoffs of employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that: 1) an employee possesses special skills, training, or abilities; 2) the employee's past job performance or disciplinary record justifies an alternative ranking; or 3) the employee may be, by virtue of ranking sequence, subject to disparate treatment.

A regular full-time employee may elect to be ranked with employees in any class in the same department with the same or lower salary in which the employee has served in regular status in the HACM service. An employee must notify his/her appointing authority within two (2) days after receipt of written notice of layoff of election of this option except if the second day following notice of layoff is not a regularly scheduled workday, the employee may give notice on the next work day.

In lieu of layoff, the Department Head may offer a regular employee a demotion to any class for which the employee is qualified if a position is available. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who chooses a demotion in lieu of layoff shall have the right of restoration to his/her former class when an opening occurs and his/her ranking sequence warrants subject to the provisions of Section 21.4 below.

21.3 Notice

Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal Service to the employee's latest address on file with the HACM.

The layoff notice shall be served or mailed at least fourteen (14) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 21.2. The notice shall include:

1. The reason for the layoff.
2. The effective date of the action.
3. A reference to the provisions governing reemployment.
4. Notice that employment counseling is available.

21.4 Re-Employment Process

The names of persons laid off under these procedures shall be maintained on a departmental reemployment list for the class series from which the employee was laid off for a period of one year, which year shall run from the date of layoff. When filling any position, the Department Head shall reemploy laid off employees from the departmental reemployment list for the class of the position in inverse order of layoff. No new employee shall be hired nor shall an employee be promoted in any class until all employees on layoff status in that class have had the opportunity to return to work.

As an exception to the provisions of this paragraph, however, when the best interest of the HACM requires an employee with demonstrated special qualifications, skills or training, or for affirmative action considerations, the Department Head may make an exception to the above order of recall in order to appoint an employee out of ranking sequence.

Every employee given notice of layoff may request reemployment counseling and evaluation in order to determine those job classes within the HACM for which the employee meets employment eligibility requirements and desires to be considered for reemployment. Such counseling and evaluation shall be available by appointment in order of request. Following reemployment counseling and evaluation, laid off employee's name shall be placed on a preferred eligible list for each class designated as a result of the reemployment counseling and evaluation. When the Executive Director or his/her designee reviews a request to refer applicants to a department for a vacant position in a class for which there exists a preferred eligible list the laid off employee on the list shall be considered for employment prior to any other job applicant. A competitive job-related selection process may be used to determine the order in which laid off employees on a preferred eligible list for a class will be referred for an interview.

A laid off employee may be removed from the department reemployment list or a preferred eligible list for any of the following reasons:

- The expiration of one (1) year from the date of layoff.
- Reemployment with the HACM.
- Failure to accept employment or report to work.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the HACM.
- Failure to respond with seven (7) days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.

21.5 Reinstatement of Employment

Any employee who has been laid off and is reemployed under the terms of this article within one-year (1) year from the date of layoff shall be entitled to:

1. Restoration of all sick leave credited to the employee's account on the date he/she was laid off.
2. Credit for all prior service for the purpose of determining vacation accrual rates and service awards.

3. Placement in the same step of the salary range the employee held at the time of layoff.
4. Reinstatement of credit for service time (ranking) as of the date of layoff.

21.6 Insurance Coverage

Each regular employee enrolled in the HACM Health Plan who is laid off in accordance with the provisions of this Agreement shall continue to be covered under the HACM Health Plan for an additional month following the layoff. After that period, laid off employees may elect to continue health coverage through COBRA at their own expense. The provisions of this paragraph shall not apply to an employee who retires coincidental to layoff.

21.7 Appeal Procedure

An employee directly affected by the operation of this policy may, within ten (10) working days after a notice of layoff is received, request a meeting with a Department Head or the Department Head's designated representative to review the application of this policy as it affects the employee's status. The employee may be accompanied by a representative of the Union.

The Union, and only the Union, after making an attempt to resolve the matter informally, may within ten (10) working days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the Executive Director level in accordance with the provisions of the Grievance Procedure in effect between the HACM and the Union. A grievance filed in accordance with this paragraph shall not be subject to Article 20 (E) Step 4, Arbitration, of this Agreement.

ARTICLE 22. DISCIPLINE

HACM agrees to implement progressive discipline whenever appropriate. The intent of the discipline is to be corrective, not punitive in nature.

22.1 Disciplinary Actions.

The appointing authority may take disciplinary action against an employee in the service of the HACM provided that the rules and regulations prescribed herein are followed, and that an employee who is not on any form of probationary status has the right to grieve pursuant to Article 20, Grievance and Arbitration Procedure, except as herein provided. As used in this section, "disciplinary action" shall mean dismissal, suspension, disciplinary demotion, reduction in salary, disciplinary probation, formal written reprimand, or counseling memo.

22.2 Counseling

The intent of a counseling memo is to encourage corrective action on the part of the employee and not to be punitive in nature. In the event that an employee's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided when determined to be appropriate at the discretion of the employee's supervisor. The employer will investigate prior to making any determination.

Documentation of such counseling shall be included in the employee's personnel file as a note to file and a copy provided to the employee and shall not be subject to the grievance process. When the situation allows, counseling shall be used prior to a written reprimand being issued. However, other disciplinary action shall not be precluded should counseling not occur.

Twelve (12) months after the date of the counseling memo, the employee may request the Department Head to review the employee's personnel file. Provided that the employee has no additional disciplinary action, counseling memos or reprimands, and s/he receives satisfactory or above performance evaluations during the intervening period, the Department Head has discretion to remove the counseling memo from the employee's personnel file.

22.3 Reprimand

An appointing authority may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be included in the employee's personnel file and shall not be subject to grievance and the employee and/or his/her representative shall have the right to discuss the reprimand with the appointing authority. The employee shall have the right to include a written rebuttal to be placed in the personnel file with the reprimand, at his/her discretion. The appointing authority may correct the reprimand, or notice of reprimand, at his/her discretion.

Two (2) years after the date of the reprimand, the employee may request the Department Head to review the employee's personnel file. Provided the employee has no additional disciplinary actions, counseling memos and/or reprimands, and s/he receives satisfactory or above performance evaluations during the intervening period, the reprimand may, at the discretion of the Department head, be removed from the employee's personnel file.

22.4 Preliminary Notice of Proposed Disciplinary Action

Disciplinary actions, except reprimands and counseling memos, shall be taken against an employee in the HACM service having regular status, by service upon such employee of a written notice of such action. The employee may grieve such disciplinary action as provided herein. A copy of the notice of disciplinary action shall be furnished to the Executive Director. The appointing authority taking such disciplinary action shall retain a copy of said notice.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;
- B. The effective date of the action;
- C. The causes for the action and a description of the material on which it is based, in concise language with the dates and places thereof, when known;
- D. A statement that the material upon which the action is based is available for inspection; and
- E. A statement that includes the following information:
 1. The right to a formal appeal;
 2. The right of representation;
 3. A reference to the Section 22.15 entitled "Right to Grieve Disciplinary Action;" and
 4. The right to respond either verbally or in writing pursuant to Section 23.15 to the appointing authority and the right to representation in that response.

22.5 Service of a Preliminary Notice of Proposed Disciplinary Action

Except when emergency or other special circumstances require immediate action, the manner and time of service of the Preliminary Notice of Proposed Disciplinary Action (other than formal reprimand) shall be made in accordance with these rules:

Delivery to the employee, either personally or by United States Postal Service, to the last known address listed on the employee's personnel record, shall be made no less than five (5) calendar days prior to the effective date of any punitive action against the employee unless an emergency situation exists.

22.6 Notice of Disciplinary Action

Once an employee has had a right to respond or the specified time period has elapsed, a written "Notice of Disciplinary Action" shall be served upon such employee stating:

1. The specified disciplinary action that will be taken;
2. The effective date of this action;
3. An explanation of the causes for this action;
4. Copies of documentation and other materials which support this action;
5. Notification of the right to representation and appeal, including pertinent union information and reference to Section 22.15 of this article; and
6. Information regarding where appeal is to be filed and the time limits for same.

22.7 Disciplinary Probation

An employee may be placed on disciplinary probation for a specified period of time not to exceed one (1) year for each such instance, with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken. An employee on disciplinary probation shall serve at the will of his/her appointing authority during such period of probation.

22.8 Suspension Without Pay

Any suspension invoked as a disciplinary action under this section against any employee in the HACM service, whether for one or more periods, shall not exceed sixty (60) calendar days in any one (1) calendar year unless agreed to by the employee; provided, however, that where a suspension is made because of criminal information or indictment filed against such employee, the period of suspension may exceed sixty (60) calendar days and continue until, but not after, the expiration of thirty (30) calendar days after the dropping of charges, or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. Employees suspended shall forfeit all rights, privileges, and salary while on such suspension. Such forfeiture does not include rights as a Union member.

The sixty (60) day restriction shall apply only to managerial imposition of discipline and is not intended to restrict the ability of a third party neutral to invoke a greater period of suspension.

22.9 Suspension With Pay

Notwithstanding other provisions of this section, an employee may be suspended with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the Executive Director that circumstances exist that make the immediate removal of the employee to be in the best interest of the HACM and that the employee cannot be effectively used in his/her job classification within the department.

Notwithstanding the above provision, HACM may suspend an employee under his/her control from his/her position at any time for reasons of investigation for disciplinary action. Written notice of such suspension shall be given the suspended employee as soon as possible but not later than seven-two (72) hours after such action is taken.

Such suspension is not a disciplinary action and shall not be subject to grievance unless it, or any portion of it, subsequently becomes a disciplinary action. The appointing authority may reinstate any such suspended employee to his/her position for good cause and shall, upon reinstatement, restore his/her rights and privileges with back pay for time lost, provided the appointing authority is satisfied that no disciplinary action is appropriate.

22.10 Reduction in Salary

An appointing authority may reduce the salary of an employee, for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain his/her anniversary date but shall not be eligible for advancement to a higher step in the salary range of his/her job classification for a period of six (6) months from the date their reduction in salary became effective.

22.11 Disciplinary Demotion

An appointing authority may demote an employee, for disciplinary reasons, to any position with a lower salary allocation, provided the employee meets minimum qualification for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months.

22.12 Dismissal

The continued tenure of each employee who has regular status shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.

22.13 Absence Without Leave Separation

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Such resignation shall be rescinded by the appointing authority if the employee can show to the satisfaction of the appointing authority that it was impossible to contact the department of employment, provided the employee contact the department within five (5) working days of receipt of notice through United States mail.

22.14 Statute of Limitations

Any disciplinary action for cause against a HACM employee shall not be valid unless the Notice of Disciplinary action is served within one (1) year of the date of discovery of the event which gave rise to the cause of discipline. Matters of serious nature (e.g., fraud, embezzlement, and falsification of records) shall require written notice to the employee of disciplinary action within three (3) years after the event which gave rise to the disciplinary action. Disciplinary action based on fraud, embezzlement, or the falsification of records shall be valid, if the notice of such action is served within three (3) years after the discovery of such fraud, embezzlement, or falsification.

Nothing herein shall preclude the HACM from disciplining an employee for cause which consists of a course of conduct or history of performance that began more than three (3) years prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond three (3) years shall only be used to determine the disciplinary penalty to be imposed.

These Statute of Limitations do not apply when an outside investigator is conducting the investigation into the misconduct.

22.15 Right to Grieve Disciplinary Action

Only regular employees with more than one year of service, and who are not on probation, shall have the right to grieve disciplinary action. Said employees may file a written grievance from disciplinary actions, other than reprimand and suspension of three (3) days or less, within five (5) days of the effective date of disciplinary action.

The written grievance shall state the basis for the grievance and shall be delivered to the Executive Director, or his/her designated representative. Provisions of Article 21 "Grievance and Arbitration Procedure," (E), Step 3, 4 and (F) shall then apply.

ARTICLE 23. PERSONNEL RECORDS

The HACM and Union agree that personnel records are not subject to public inspection. All personnel records are the property of HACM. Employees shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the HACM. When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have opportunity to read the adverse entry. Notwithstanding any other provision of this item, HACM and Union agree that an employee is not entitled to inspect or review such documents as reference letters, background investigations, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

At his/her request, an employee shall be provided one (1) copy of any document placed in the employee's file except for employment applications and those documents listed above. An employee, or staff representative of the Union, with the prior written consent of the employee, may upon request to inspect that employee's personnel file during regular business hours by appointment. The HACM shall keep the official personnel records of all employees with the Human Resource department.

It is mutually recognized that all performance-related materials contained within an employee's personnel file may provide material substance and support to proposed and imposed disciplinary actions. Nothing in this Agreement shall preclude the use of any material in an employee's personnel file from being used in any proceeding involving the decision of the appointing authority to take disciplinary action against the employee.

ARTICLE 24. TRANSFERS

The HACM retains the sole right to transfer employees from one work site to another. Employees who desire to be transferred within their respective job classes to a specific work location within their own department may submit a written request for transfer to the appropriate department representative. Such requests filed herein under shall be retained for a period of one (1) year from date of filing and must be renewed if the employee still desires to be considered for reassignment beyond that date.

When Management contemplates filling vacancies and/or openings by transferring employees from one work site or location to a different location, Management will consider the following criteria:

- The overall needs of the department
- Requirement of job
- Ability to perform job
- The duration and/or permanence of the transfer
- Length of service with the department
-

ARTICLE 25. CLASSIFICATION STUDY REVIEWS

Any employee, or the Union, may submit a written request for a reclassification study to a Department Head. The Department head shall send the request for a reclassification study along with his/her recommendation to the Executive Director within thirty (30) days of the date the request was received. The Executive Director shall review the status of the request with the affected employee(s) and/or the Union within thirty (30) days of the date he/she received the request.

The Executive Director or his/her designee will review the status of pending classification studies requests with a staff member of the union once every ninety (90) calendar days. The decision of the Executive Director shall be issued within six (6) months of the date the request was first submitted to the Department Head. The decision of the Executive Director with respect to the request shall be subject to the grievance procedure.

ARTICLE 26. DEFENSE OF EMPLOYEES

The HACM recognizes the need and value in providing a supportive relationship for employees. The HACM shall defend employees who are subjected to slanderous or libelous statements or who are unjustly accused of misconduct when properly engaged in the course and scope of their assigned duties.

ARTICLE 27. CONCERTED ACTIVITIES

The parties to this Agreement recognize and acknowledge that the services performed by the HACM employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Monterey. Union agrees that under no

circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of HACM, nor to curtail any work or restrict any operation of the HACM. In the event of any such work stoppage by any member of the bargaining unit, the HACM shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Agreement, whether by the Union or by any member of the bargaining unit, the Union by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further directs its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the HACM. In the event of any work stoppage the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union had not otherwise authorized such work stoppage, the Union shall not be liable for any damages caused by the violation of this provision.

The HACM shall have the right to discipline, to include discharge, any employee who instigates, participated in, or gives leadership to, any work stoppage activity herein prohibited, and the HACM shall also have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 28. EMERGENCY AUTHORITY

Nothing contained herein shall be construed to limit the authority of the HACM to make changes for the purpose of preparing for or meeting an emergency. For the purpose of this article, changes in law or circumstances that significantly reduce currently existing revenue levels, shall be included within the definition of an emergency. Such emergency action shall not extend beyond the period of the emergency.

Whenever practical, the HACM will meet and confer with the Union prior to taking action under the authority of this section. After taking action under the authority of this section, the HACM, upon request, will meet and confer with the Union over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

ARTICLE 29. SEPARABILITY

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 30. FULL UNDERSTANDING, MODIFICATION, AND WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or

agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding, and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

The provisions herein shall remain in effect for the life of the Agreement and unless otherwise stated neither party is obligated to reopen on any matter covered in this Agreement. In the event any new practice, subject or matter arises during the term of this Agreement which is subject to meet and confer and an action is proposed by the Agency, the Union shall be afforded notice and shall have the right to meet and confer upon request. In the absence of any agreement, nothing herein is intended to limit the rights of the parties to take action in accordance with the law and this MOU.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein.

Any agreement, alteration, understanding, variation, waiver, modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the HACM's Board of Commissioners.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 31. GENDER AND NUMBER

As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall include the others whenever the context so indicates.

ARTICLE 32. SUPPORT OF AGREEMENT

The HACM and the Union recognize the duty and obligation of their representatives to comply with the provisions of this Agreement.

SERVICE EMPLOYEES INTERNATIONAL UNION CTW, CLC, LOCAL 521:	HOUSING AUTHORITY OF THE COUNTY OF MONTEREY

APPENDIX A

JOB CLASSIFICATIONS

Administrative Secretary
Accounting Assistant I
Accounting Assistant II
Apartment Handyperson
Custodian-Housekeeper
Family Self-Sufficiency Coordinator Eligibility
Specialist
Family Self-Sufficiency Specialist Housing
Inspector
Housing Programs Specialist Office
Assistant I
Office Assistant II
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Migrant Center Manager
Migrant Center Maintenance Worker
Procurement & Warehouse Specialist
Property Management Specialist I Property
Management Specialist II Senior Housing
Programs Specialist Receptionist/Cashier

APPENDIX B

SALARY SCHEDULES

10/14/23 to 6/30/24

EFFECTIVE 10/14/2023			COLA eff 09/01/2022	COLA eff 10/14/2023					Step 6 eff 9/1/2022	12 yrs of service								
JOB TITLE	# of positions	Vacant	2%	4%	5.50%	5.50%	5.50%	5.50%	2.00%	Longevity hourly	5%	Step 1 yearly	Step 2 yearly	Step 3 yearly	Step 4 yearly	Step 5 yearly	Step 6 yearly	Longevity yearly
			Previous Step 1	Step 1 hourly	Step 2 hourly	Step 3 hourly	Step 4 hourly	Step 5 hourly	Step 6 hourly									
Accounting Asst II	3	0	22,320.00	23,212.80	24,489.50	25,836.40	27,257.40	28,756.60	29,331.70	30,798.30	32,692.80	48,282.62	50,938.17	53,739.77	56,695.45	59,813.70	61,009.98	64,060.48
Administrative Assistant- PM	1	0	23,693.00	24,640.70	25,996.00	27,425.70	28,934.20	30,525.50	31,136.00	32,692.80	34,317.60	51,252.70	54,071.60	57,045.53	60,183.04	63,493.11	64,762.97	68,001.12
Eligibility Specialist	4	0	23,768.70	24,719.40	26,079.00	27,513.40	29,026.60	30,623.10	31,235.50	32,797.30	34,431.90	51,416.45	54,244.36	57,227.80	60,375.33	63,695.97	64,969.89	68,218.38
FSS Coordinator (Grant Funded)	2	0	34,615.50	36,000.10	37,980.10	40,069.00	42,272.80	44,597.80	45,489.80	47,764.30	50,299.60	74,880.25	78,998.66	83,343.59	87,927.49	92,763.50	94,618.77	99,349.71
Housing Programs Specialist	8	0	26,693.70	27,761.40	29,288.30	30,899.20	32,598.60	34,391.60	35,079.40	36,834.30	38,643.30	57,743.81	60,919.72	64,270.31	67,805.17	71,534.46	72,965.15	76,613.40
Migrant Center Maintenance Worker	1	0	18,678.30	19,425.40	20,493.80	21,621.00	22,810.10	24,064.70	24,546.00	25,773.30	26,983.60	40,404.90	42,627.17	44,971.66	47,445.10	50,054.58	51,055.68	53,608.46
Migrant Center Manager	1	0	21,203.50	22,051.60	23,264.50	24,544.00	25,893.90	27,318.10	27,864.50	29,257.70	30,717.60	45,867.41	48,390.12	51,051.58	53,859.41	56,821.68	57,958.11	60,856.02
MW1 - Maintenance I	10	0	20,755.50	21,585.70	22,729.20	24,025.40	25,346.80	26,740.90	27,275.70	28,639.50	29,973.30	44,898.30	47,367.70	49,972.93	52,721.44	55,621.12	56,733.54	59,570.22
MW2 - Maintenance II	3	0	23,944.20	24,902.00	26,271.60	27,716.50	29,240.90	30,849.20	31,466.20	33,039.50	34,678.30	51,796.09	54,644.88	57,650.35	60,821.12	64,166.28	65,449.60	68,722.08
MW3 - Maintenance III	4	0	26,917.30	27,994.00	29,533.70	31,158.00	32,871.70	34,679.60	35,373.20	37,141.90	38,970.60	58,227.50	61,430.02	64,808.67	68,373.14	72,133.67	73,576.34	77,255.16
Office Assistant II	1	0	18,845.50	19,593.30	20,677.30	21,814.50	23,014.30	24,280.10	24,765.70	26,004.00	27,214.30	40,766.59	43,008.75	45,374.23	47,869.81	50,502.65	51,512.70	54,088.34
PM Office Assistant II	1	0	18,845.50	19,593.30	20,677.30	21,814.50	23,014.30	24,280.10	24,765.70	26,004.00	27,214.30	40,766.59	43,008.75	45,374.23	47,869.81	50,502.65	51,512.70	54,088.34
PM Specialist I	5	0	24,215.80	25,184.40	26,569.60	28,030.90	29,572.60	31,199.10	31,823.10	33,412.00	35,061.00	52,383.62	55,264.72	58,304.28	61,511.01	64,894.12	66,192.00	69,501.60
PM Specialist II	6	0	28,235.60	29,365.00	30,980.10	32,684.00	34,481.60	36,378.10	37,105.70	38,916.00	40,740.00	61,079.25	64,438.61	67,982.73	71,721.78	75,666.48	77,179.81	81,038.80
Procurement Warehouse Specialist	1	0	19,197.60	19,965.50	21,063.60	22,221.00	23,444.30	24,733.80	25,228.40	26,489.90	27,724.00	41,528.25	43,812.30	46,221.98	48,764.19	51,446.22	52,475.14	55,098.90
Receptionist	2	0	21,163.60	22,010.10	23,220.70	24,497.80	25,845.20	27,267.00	27,812.00	29,202.60	30,567.00	45,781.10	48,299.06	50,955.51	53,758.06	56,714.75	57,849.05	60,741.50

53 0

Grant Funded: Salary is dependent on grant received each year from FSS Grant

7/1/24 - 6/30/25

EFFECTIVE 07/01/2024			COLA eff 10/14/2023	COLA eff TBD					Step 6 eff 9/1/2022	12 yrs of service								
JOB TITLE	# of positions	Vacant	4%	4%	5.50%	5.50%	5.50%	5.50%	2.00%	Longevity hourly	5%	Step 1 yearly	Step 2 yearly	Step 3 yearly	Step 4 yearly	Step 5 yearly	Step 6 yearly	Longevity yearly
			Previous Step 1	Step 1 hourly	Step 2 hourly	Step 3 hourly	Step 4 hourly	Step 5 hourly	Step 6 hourly									
Accounting Asst II	3	0	23,212.80	24,141.30	25,469.10	26,869.90	28,347.70	29,909.90	30,505.00	32,030.20	33,624.30	50,213.93	52,975.70	55,889.36	58,963.27	62,206.25	63,450.38	66,622.90
Administrative Assistant- PM	1	0	24,640.70	25,626.30	27,035.80	28,527.20	30,091.50	31,746.50	32,381.50	34,000.50	35,695.60	53,302.76	56,234.41	59,327.31	62,590.31	66,032.78	67,353.43	70,721.10
Eligibility Specialist	4	0	24,719.40	25,708.20	27,122.10	28,613.80	30,187.60	31,847.90	32,484.90	34,109.10	35,793.20	53,473.01	56,414.02	59,516.79	62,790.22	66,243.68	67,568.55	70,946.98
FSS Coordinator (Grant Funded)	2	0	36,000.10	37,440.10	39,499.30	41,671.80	43,963.70	46,381.70	47,309.40	49,748.00	52,299.60	77,875.42	82,158.56	86,677.29	91,444.54	96,473.99	98,403.47	103,323.64
Housing Programs Specialist	8	0	27,761.40	28,871.90	30,459.80	32,135.10	33,902.50	35,767.20	36,482.50	38,306.60	39,973.30	60,053.46	63,356.40	66,841.00	70,517.26	74,395.71	75,883.62	79,677.80
Migrant Center Maintenance Worker	1	0	19,425.40	20,202.40	21,313.50	22,485.80	23,722.50	25,027.30	25,527.80	26,804.20	28,051.00	42,021.03	44,332.18	46,770.45	49,342.83	52,056.68	53,097.82	55,752.71
Migrant Center Manager	1	0	22,051.60	22,933.70	24,195.00	25,525.70	26,929.70	28,410.80	28,979.00	30,428.00	31,843.00	47,702.02	50,325.63	53,093.54	56,013.69	59,094.44	60,276.33	63,290.14
MW1 - Maintenance I	10	0	21,585.70	22,449.10	23,683.80	24,986.40	26,360.70	27,810.50	28,367.70	29,785.10	31,273.00	46,694.19	49,262.37	51,971.80	54,830.25	57,845.91	59,002.83	61,952.97
MW2 - Maintenance II	3	0	24,902.00	25,898.10	27,322.50	28,825.20	30,410.60	32,083.20	32,724.80	34,361.10	36,061.00	53,868.01	56,830.75	59,956.44	63,254.04	66,733.01	68,067.67	71,471.06
MW3 - Maintenance III	4	0	27,994.00	29,113.80	30,715.00	32,404.30	34,186.60	36,066.80	36,788.20	38,676.60	40,674.00	60,556.62	63,887.23	67,401.03	71,108.09	75,019.03	76,519.42	80,345.39
Office Assistant II	1	0	19,593.30	20,383.30	21,504.40	22,687.10	23,934.90	25,251.30	25,756.30	27,044.10	28,301.00	42,397.21	44,729.05	47,189.15	49,784.55	52,522.70	53,573.16	56,251.82
PM Office Assistant II	1	0	19,593.30	20,383.30	21,504.40	22,687.10	23,934.90	25,251.30	25,756.30	27,044.10	28,301.00	42,397.21	44,729.05	47,189.15	49,784.55	52,522.70	53,573.16	56,251.82
PM Specialist I	5	0	25,184.40	26,191.80	27,632.30	29,152.10	30,755.50	32,447.00	33,096.00	34,750.80	36,467.00	54,478.89	57,475.23	60,636.37	63,971.37	67,489.80	68,839.59	72,281.57
PM Specialist II	6	0	29,365.00	30,539.60	32,219.30	33,991.30	35,860.90	37,832.00	38,589.90	40,519.40	42,508.00	63,522.37	67,016.10	70,701.98	74,590.59	78,693.08	80,266.94	84,280.28
Procurement Warehouse Specialist	1	0	19,965.50	20,764.10	21,906.10	23,110.00	24,382.10	25,723.10	26,237.60	27,549.40	28,831.00	43,189.37	45,564.78	48,070.85	50,714.74	53,504.06	54,574.14	57,302.84
Receptionist	2	0	22,010.10	22,890.50	24,149.50	25,477.70	26,879.00	28,357.30	28,924.50	30,370.70	31,794.00	47,612.25	50,230.92	52,993.62	55,908.27	58,983.23	60,162.89	63,171.04

53 0

Grant Funded: Salary is dependent on grant received each year from FSS Grant

APPENDIX B (Cont.)

7/1/25 to 8/31/26

EFFECTIVE 07/01/2025			COLA eff 2024	COLA eff 2025					Step 6 eff 9/1/2022	12 yrs of service							
JOB TITLE	# of positions	Vacant	4%	4%	5.50%	5.50%	5.50%	5.50%	2.00%	5%	Step 1 yearly	Step 2 yearly	Step 3 yearly	Step 4 yearly	Step 5 yearly	Step 6 yearly	Longevity yearly
			Previous Step 1	Step 1 hourly	Step 2 hourly	Step 3 hourly	Step 4 hourly	Step 5 hourly	Step 6 hourly	Longevity hourly							
Accounting Asst II	3	0	24,141.3	25,107.0	26,487.8	27,944.7	29,481.6	31,103.1	31,725.2	33,311.4	52,222.46	55,094.70	58,124.90	61,321.77	64,694.47	65,988.36	69,287.78
Administrative Assistant- PM	1	0	25,626.3	26,651.4	28,117.2	29,663.6	31,295.1	33,016.4	33,676.7	35,360.5	55,434.81	58,483.73	61,700.33	65,093.85	68,674.01	70,047.49	73,549.87
Eligibility Specialist	4	0	25,708.2	26,736.5	28,207.0	29,758.4	31,395.1	33,121.9	33,784.3	35,473.5	55,611.98	58,670.64	61,897.52	65,301.89	68,893.49	70,271.36	73,784.93
FSS Coordinator (Grant Funded)	2	0	37,440.1	38,937.7	41,079.3	43,386.6	45,722.3	48,237.0	49,201.7	51,661.8	80,990.42	85,444.90	90,144.37	95,102.31	100,332.93	102,339.59	107,456.57
Housing Programs Specialist	8	0	28,871.9	30,026.8	31,678.2	33,420.6	35,258.7	37,197.9	37,941.9	39,890.9	62,455.69	65,890.76	69,514.75	73,338.06	77,371.65	78,919.09	82,865.04
Migrant Center Maintenance Worker	1	0	20,202.4	21,010.5	22,166.1	23,385.2	24,671.4	26,028.3	26,548.9	27,876.3	43,701.83	46,105.43	48,641.23	51,316.50	54,138.91	55,221.68	57,982.77
Migrant Center Manager	1	0	22,933.7	23,851.0	25,162.9	26,546.8	28,006.9	29,547.3	30,138.2	31,645.1	49,610.18	52,338.74	55,217.37	58,254.33	61,458.31	62,687.48	65,821.85
MW1 - Maintenance I	10	0	22,449.1	23,347.1	24,631.2	25,985.9	27,415.1	28,922.9	29,501.4	30,976.4	48,561.89	51,232.80	54,050.60	57,023.38	60,159.67	61,362.86	64,431.01
MW2 - Maintenance II	3	0	25,898.1	26,934.0	28,415.4	29,978.2	31,627.0	33,366.5	34,033.9	35,735.6	56,022.77	59,104.02	62,354.74	65,784.25	69,402.39	70,790.44	74,329.96
MW3 - Maintenance III	4	0	29,113.8	30,278.4	31,943.7	33,700.6	35,554.1	37,509.6	38,259.8	40,172.7	62,978.97	66,442.82	70,097.17	73,952.51	78,019.90	79,580.30	83,559.32
Office Assistant II	1	0	20,383.3	21,198.6	22,364.6	23,594.6	24,892.3	26,261.4	26,786.6	28,125.9	44,093.15	46,518.28	49,076.78	51,776.01	54,623.69	55,716.16	58,501.97
PM Office Assistant II	1	0	20,383.3	21,198.6	22,364.6	23,594.6	24,892.3	26,261.4	26,786.6	28,125.9	44,093.15	46,518.28	49,076.78	51,776.01	54,623.69	55,716.16	58,501.97
PM Specialist I	5	0	26,191.8	27,239.5	28,737.6	30,318.2	31,985.7	33,744.9	34,419.8	36,140.8	56,658.10	59,774.30	63,061.88	66,530.29	70,189.45	71,593.24	75,172.90
PM Specialist II	6	0	30,539.6	31,761.2	33,508.0	35,351.0	37,295.3	39,346.5	40,133.5	42,140.1	66,063.26	69,696.74	73,530.06	77,574.22	81,840.80	83,477.61	87,651.50
Procur/Warehouse Specialist	1	0	20,764.1	21,594.7	22,782.4	24,035.4	25,357.3	26,752.0	27,287.0	28,651.4	44,916.90	47,387.33	49,993.63	52,743.28	55,644.16	56,757.05	59,594.90
Receptionist	2	0	22,890.5	23,806.1	25,115.5	26,496.8	27,954.1	29,491.6	30,081.4	31,585.5	49,516.73	52,240.15	55,113.36	58,144.59	61,342.55	62,569.40	65,697.87

53 0

Grant Funded: Salary is dependent on grant received each year from FSS Grant

RESOLUTION 3096

**RATIFICATION OF THE AGREEMENT WITH THE SERVICE
EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 521 AND
AUTHORIZATION OF THE NEGOTIATING TEAM TO ENTER INTO
THE AGREEMENT ON BEHALF OF THE HOUSING AUTHORITY OF
THE COUNTY OF MONTEREY (HACM)**

WHEREAS, the Housing Authority of the County of Monterey (“HACM”) has had agreements previously with the Service Employees International Union (“SEIU”) Local 521; and

WHEREAS, the Housing Authority of the County of Monterey desires to continue to have an agreement with the SEIU Local 521 for representation of many of its employees; and

WHEREAS, the previous agreement had expired on August 31, 2023, and HACM and the Union have been in negotiations regarding a new contract; and

WHEREAS, the negotiating teams for both HACM and the Union have reached a tentative agreement on language for a new contract; and

WHEREAS, the new tentative contract shall be available to the Board prior to voting.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Monterey hereby ratifies the agreement and authorizes the negotiating team to enter into the agreement on behalf of HACM with the SEIU Local 521.

Chairperson

ATTEST:

Secretary

Date

PASSED AND ADOPTED this 23rd day of October 2023, upon motion of _____, seconded by _____ and carried by the following vote-to-wit:

AYES:
NOES:
ABSENT:

MEMORANDUM

TO: Board of Commissioners

THRU: Zulieka Boykin
Executive Director/CEO

FROM: James Maynard-Cabrera
Director of Human Resources

RE: **Human Resources Report**

DATE: October 9, 2023



The Human Resources department will act as a catalyst to enable all Housing Authority of the County of Monterey employees to contribute at optimum levels towards the success of the business.

I. GENERAL INFORMATION

❖ Union Negotiations:

We held a meeting with the union negotiations team as previously planned, discussing proposals from both parties. During the meeting, it became evident that mediation would be a constructive next step to address the counter offers that were exchanged. We have a scheduled mediation meeting on 10/19 involving all relevant parties and a mediator. The outcomes of this mediation will be discussed in detail during the upcoming board meeting.

❖ Student Internships:

In line with our commitment to youth development and community engagement, we partnered with Monterey High School to provide a 20-hour job shadowing experience within HACM through a student internship program. The program aimed to offer selected students an opportunity to immerse themselves in the daily operations of our agency. Two students participated in the program, gaining valuable insights into our organizational functions and operations.

❖ Yardi Training:

In our continuous effort to enhance organizational productivity and enrich employee knowledge, we are implementing a more progressive approach to training. This includes strengthening existing systems and maximizing their effectiveness. Over the past month, we successfully launched training through the Yardi Aspire platform. Yardi Aspire tailors learning plans for specific departments and positions, allowing employees to focus on methods and processes that enhance their skill sets and productivity. We are dedicated to fostering a continuous training culture throughout our organization.

❖ Recruiting Efforts:

Our recruiting efforts continue to make positive strides. We recently updated the approved salary range for the Director of Housing Programs and swiftly implemented these changes across our hiring platforms. We are optimistic that this strategic adjustment significantly enhances our ability to attract top-tier talent for this crucial role within the organization. Anticipating an increase in applicant flow, we are particularly focused on attracting high-quality candidates by the end of this month, if not sooner.

II. RECRUITMENT & STAFFING

- a. Vacant Positions/Active Recruitments (2)
 - Director of Housing Programs
 - Housing Programs Analyst (*Currently interviewing internal applicants*)

- b. Terminated Employees (3)
 - Genise Pelaiz, Temp. Finance Assistant – Finance
 - Vanessa Garica, Finance Specialist – Finance
 - Dianne Solorio, Housing Program Specialist – Section 8

- c. Temporary Employees (2)
 - Brian Guevara - Office Assistant – Section 8
 - Priscilla Pacheco – Office Assistant – Development

III. WORKPLACE SAFETY ISSUES - Workers’ Comp Reportable Injuries

- a. New Claims
 - 2

- b. Closed Claims
 - 3

- c. Open Claims

Year	# of Claims	Year	# of Claims
2000	1	2019	1
2007	1	2020	4
2010	1	2021	2
2015	1	2022	1
2016	1	2023	5
2017	2		
2018	3		

- d. Total Open Claims
 - 23

IV. EMPLOYEE RELATIONS CLAIMS – Reported Legal Issues

- a. Total Open Claims
 - 1

- b. Closed Claims
 - 3

MEMORANDUM

TO: Board of Commissioners

THROUGH: Zulieka Boykin, Executive Director

FROM: Mike Underwood, Director of Finance

RE: Status Report: Finance Report for August 2023

DATE: October 6, 2023

**Highlights:**

- **HACM/ HDC – Non-Quarterly Financial Reports**
 - Voucher Funding and HCV Payments
 - Department Transactional Statistics
 - Revenue Sources by Property
 - Balance Sheets – HACM / HDC
 - Budget Comparisons – HACM / Voucher Program / HDC
 - 12 Month Income Statement Reports – HACM / Voucher Program / HDC

Finance Operational Update

Audits continue to be a key focus for staff. We have open audits for MCHI for 2021 and 2022, HDC 2022, King City 2022, Tynan 2022 and 1 Parkside 2022 and HACM for 2022 and 2023. Agency is meeting with NOVO twice a week for coordination purposes.

Based on the audit by QAD several changes are being made in the S8 Department to improve the accuracy of the VMS reporting. S8 and Finance have been meeting to outline formal procedures to report the data in the most up to date and accurate manner. Mayra Zesati, our Asset Manager, has been heading up this effort to reconcile the data reported from the S8 VMS system to the data used by Finance for reporting to HUD. Reconciliation meetings are required several times monthly to eliminate inconsistent data. The same is true for the FSS program. VMS data is the basis for determining payments to the agency.

Financials are being reviewed by operating managers each month. The Finance Director is reaching out to the ED to plan for regular property-by-property performance reviews.

Finance has requested and received authorization from the ED to process certain recurring expenses based on the approval of the Finance Director. This delegation of signature authority eliminates the need for the ED to personally approve many expenditures that are recurring and routine in nature.

Approval of expenditures continues to be a key prerequisite. Directors have been reminded that all expenditures must follow the procurement policies and signature levels must be adhered to.

Cash management continues to be a major focus. Finance is working with the ED to verify that all sources of funds are being appropriately charged for administration and bookkeeping fees. The agency has recovered funds from S8 that were due to the agency for the payment of S8 payroll. This reconciliation will continue until all S8 funds due to the agency are recouped.

HACM performance for August:

- August revenue was \$5.5M at budgeted level
- YTD revenue is \$11.5M or \$.5M favorable to budget or 4.5%
- August Operating expenses were \$5.8M or \$.5M unfavorable or 9.1%
- YTD operating expenses were \$.9M unfavorable or 8.4%
- August Loss was \$.28M with YTD Loss at \$.2M
- YTD budget for net income is \$.2M so actual performance YTD is \$.4M unfavorable primarily due actual HAP payments exceeding incoming funding by \$.4M

HDC performance for August:

- Revenue for the month was \$.2M or \$.3M below budget...timing related
- Expenses were favorable \$.04M, however, interest payments exceeded budget by \$.2M
- Net loss for the month \$.06M and YTD \$.2M

Total August bottom-line loss for combined entities is \$.34M and \$.4M YTD.

Board Action: Information only.

Voucher Funding and HCV Payments

	23-Jun	23-Jul	23-Aug	Total
HUD Grant - HAP Payments	\$ 4,458,118	\$ 4,736,439	\$ 4,434,895	\$ 13,629,452
Total Housing Assistance Payments	\$ 4,849,683	\$ 4,808,572	\$ 5,088,018	\$ 14,746,274

Finance Transactional Statistics - Aug 2023	HCV		AP		TOTALS	
	Transactions	Amounts	Transactions	Amounts	Transactions	Amounts
Receipts	23	3,831	2812	1,508,967	2835	1,512,798
Charges	2	-	2232	1,403,024	2234	1,403,024
Journal Entries	303	5,280,533	451	13,321,442	754	18,601,975
Payables	4030	5,253,371	932	819,723	4962	6,073,093
Checks	1185	5,239,254	205	1,229,771	1390	6,469,025
Transaction Amts Processed*	5543	\$ 15,776,988	6632	\$ 18,282,927	12175	\$ 34,059,915

REVENUE SOURCES BY PROPERTY

Aug-23

		Tenant Rental Revenue	Non Dwelling Rent	Subsidy	Type of Subsidy
440	Tynan Land Lease	0.00	5,184.51	0.00	Bakery / HDC Office Rental Income
		\$ -	\$ 5,184.51	\$ -	
205	Pueblo Del Mar	3,759.00	0.00	0.00	Grant Income
903	King City Migrant	0.00	0.00	0.00	OMS
		\$ 3,759.00	\$ -	\$ -	
204	Oak Grove	4,060.00	0.00	1,260.00	HCV
552	Single Family Homes	7,086.00	0.00	16,514.00	HCV
555	Casanova	49,132.00	0.00	87,599.00	HCV
934	Jardines	11,096.00	0.00	7,042.00	HCV
960	Rippling River	31,907.00	0.00	88,274.00	HCV
965	Tynan Affordable	194,539.00	12,887.92	115,818.00	HCV
973	Monterey Affordable	57,027.00	0.00	15,764.00	HCV
974	Benito Affordable	68,108.00	750.00	44,583.00	HCV
980	Fanoe Vista	35,353.00	0.00	59,894.00	HCV
985	Haciendas 1	43,715.00	0.00	48,873.00	HCV
986	Haciendas 2	47,966.00	0.00	30,167.00	HCV
988	Haciendas Senior	13,069.00	0.00	46,986.00	HCV
989	Haciendas 3	37,066.00	0.00	51,868.00	HCV
990	Oak Park !	59,675.00	0.00	56,458.00	HCV
991	Oak Park 2	57,408.00	1,400.00	45,330.00	HCV / USDA
		\$ 717,207.00	\$ 15,037.92	\$ 716,430.00	
212	Portola Vista	22,235.00	0.00	99,040.00	PBRA
214	Montecito Watson	7,902.00	0.00	3,628.00	PBRA
801	South County RAD	24,217.00	0.00	22,641.00	PBRA
802	Salinas Family RAD	114,993.00	0.00	52,714.00	PBRA
803	East Salinas Family RAD	148,606.00	0.00	47,844.00	PBRA
804	Gonzales Family RAD	26,844.00	0.00	6,141.00	PBRA
		\$ 344,797.00	\$ -	\$ 232,008.00	
992	One Parkside	30,255.00	0.00	112,220.00	PBV
		\$ 30,255.00	\$ -	\$ 112,220.00	
904	Chualar FLC	16,133.00	0.00	367.00	USDA
906	Salinas FLC	35,020.00	0.00	2,305.00	USDA
972	Benito FLC	73,860.00	0.00	16,130.00	USDA
984	Castroville FLC	54,294.00	0.00	45,291.00	USDA
		\$ 179,307.00	\$ -	\$ 64,093.00	
TOTAL		\$ 1,275,325.00	\$ 20,222.43	\$ 1,124,751.00	
		\$ -	\$ -	\$ -	

Housing Authority of the County of Monterey Balance Sheet (With Period Change)

Period = Aug 2023

	Balance	Beginning	Net
	Current Period	Balance	Change
ASSETS			
CURRENT ASSETS			
Cash:			
Cash - Unrestricted	4,205,472.89	4,190,788.51	14,684.38
Cash - Restricted	10,312,680.67	10,997,724.98	-685,044.31
Total Cash	14,518,153.56	15,188,513.49	-670,359.93
Accounts Receivable:			
Accounts Receivable - Tenants	903,768.28	908,693.97	-4,925.69
Accounts Receivable - Agency	326,312.26	459,741.81	-133,429.55
Accounts Receivable - Developer Fees	-71,499.45	-71,499.45	0.00
Accounts Receivable - Other	2,896,494.02	2,849,728.70	46,765.32
Accrued Interest Receivable	14,421,873.68	14,256,716.18	165,157.50
Less: Allowance for Doubtful Accounts	-987,560.44	-987,560.44	0.00
Total Receivables, Net of Allowance	17,489,388.35	17,415,820.77	73,567.58
Current Investments:			
Investments - Unrestricted	1,010,896.92	1,011,354.92	-458.00
Total Current Investments	1,010,896.92	1,011,354.92	-458.00
Prepaid Expenses			
Prepaid Expenses	537,556.47	548,330.57	-10,774.10
Inventories, Net of Obsolete Inventories	466,078.62	452,395.96	13,682.66
I/F Due To/From - Parkside Two Rehab	288,938.75	288,938.75	0.00
Interprogram - Due From	-2,783,460.84	-2,979,928.23	196,467.39
TOTAL CURRENT ASSETS	31,527,551.83	31,925,426.23	-397,874.40
NONCURRENT ASSETS			
Capital Assets:			
Land	3,569,623.47	3,569,623.47	0.00
Buildings & Improvements	19,193,968.67	19,193,968.67	0.00
Site Improvements	30,376.41	30,376.41	0.00
Furniture & Equipment	2,110,339.33	2,046,027.66	64,311.67
Less: Depreciation	-15,540,865.50	-15,540,865.50	0.00
Total Capital Assets, Net of Depreciation	9,363,442.38	9,299,130.71	64,311.67
Construction In Progress	2,816,300.89	2,816,300.89	0.00
Notes Receivable	72,428,614.14	72,428,614.14	0.00
Other Noncurrent Assets	11,010,453.42	11,010,453.42	0.00
Less: Accumulated Amortization	-572,807.56	-572,310.72	-496.84
TOTAL NONCURRENT ASSETS	95,046,003.27	94,982,188.44	63,814.83

Housing Authority of the County of Monterey Balance Sheet (With Period Change)

Period = Aug 2023

	Balance	Beginning	Net
TOTAL ASSETS	126,573,555.10	126,907,614.67	-334,059.57
LIABILITIES & EQUITY			
LIABILITIES			
CURRENT LIABILITIES			
Accounts Payable:			
Accounts Payable - Vendors	-203,424.88	-108,781.44	-94,643.44
Accounts Payable - Other	1,130,370.63	1,123,517.55	6,853.08
Accrued Wages/Taxes/Benefits Payable	821,562.04	787,608.31	33,953.73
Accrued Interest Payable	682,671.28	678,781.07	3,890.21
Accounts Payable - Agency	2,393.62	2,390.65	2.97
Tenant Security Deposits	99,983.76	100,890.25	-906.49
Total Accounts Payable	2,533,556.45	2,584,406.39	-50,849.94
Deferred Revenues	1,491,853.66	1,477,379.29	14,474.37
Developer Fees Payable	30,000.00	30,000.00	0.00
FSS Escrows	432,136.72	416,613.93	15,522.79
Other Current Liabilities	188,077.20	188,077.20	0.00
TOTAL CURRENT LIABILITIES	4,675,624.03	4,696,476.81	-20,852.78
NONCURRENT LIABILITIES			
Long-Term Hard Debt	7,622,532.52	7,630,448.75	-7,916.23
Long-Term Subordinate Debt	-1,097,290.55	-1,097,290.55	0.00
Other Noncurrent Liabilities	714,325.00	714,325.00	0.00
TOTAL NONCURRENT LIABILITIES	7,239,566.97	7,247,483.20	-7,916.23
TOTAL LIABILITIES	11,915,191.00	11,943,960.01	-28,769.01
EQUITY/NET ASSETS:			
Equity/Net Assets at Prior Year-end	105,486,651.45	105,486,651.45	0.00
Current Year Retained Earnings	9,171,712.36	9,477,002.92	-305,290.56
TOTAL LIABILITIES AND EQUITY	126,573,554.81	126,907,614.38	-334,059.57

MONTEREY COUNTY HOUSING DEVELOPMENT CORP.
Balance Sheet (With Period Change)

Period = Aug 2023

	Balance	Beginning	Net
	Current Period	Balance	Change
ASSETS			
CURRENT ASSETS			
Cash:			
Cash - Unrestricted	1,584,271.65	1,463,186.90	121,084.75
Cash - Restricted	1,733,004.71	1,727,535.93	5,468.78
Total Cash	3,317,276.36	3,190,722.83	126,553.53
Accounts Receivable:			
Accounts Receivable - Tenants	55,675.85	55,699.78	-23.93
Accounts Receivable - Agency	136,652.00	219,626.00	-82,974.00
Accounts Receivable - Developer Fees	2,973,522.22	2,973,522.22	0.00
Accounts Receivable - Other	1,148,862.18	1,194,666.50	-45,804.32
Accrued Interest Receivable	2,978,891.43	2,928,786.14	50,105.29
Less: Allowance for Doubtful Accounts	-7,406.00	-7,406.00	0.00
Total Receivables, Net of Allowance	7,286,197.68	7,364,894.64	-78,696.96
Prepaid Expenses	1,774,017.00	1,769,015.24	5,001.76
Interprogram - Due From	13,649,025.64	13,791,968.12	-142,942.48
TOTAL CURRENT ASSETS	26,026,516.68	26,116,600.83	-90,084.15
NONCURRENT ASSETS			
Capital Assets:			
Land	5,009,826.00	5,009,826.00	0.00
Buildings & Improvements	13,904,855.80	13,904,855.80	0.00
Site Improvements	1,215.89	1,215.89	0.00
Furniture & Equipment	19,947.46	19,947.46	0.00
Less: Depreciation	-418,620.37	-418,620.37	0.00
Total Capital Assets, Net of Depreciation	18,517,224.78	18,517,224.78	0.00
Construction In Progress	16,151,247.78	16,064,097.19	87,150.59
Notes Receivable	27,063,105.47	27,063,105.47	0.00
Other Noncurrent Assets	828,819.00	828,819.00	0.00
TOTAL NONCURRENT ASSETS	62,560,397.03	62,473,246.44	87,150.59
TOTAL ASSETS	88,586,913.71	88,589,847.27	-2,933.56

LIABILITIES & EQUITY

LIABILITIES

MONTEREY COUNTY HOUSING DEVELOPMENT CORP.
Balance Sheet (With Period Change)

Period = Aug 2023

	Balance	Beginning	Net
CURRENT LIABILITIES			
Accounts Payable:			
Accounts Payable - Vendors	-56,128.09	-51,383.42	-4,744.67
Accounts Payable - Other	1,008,659.24	1,008,659.24	0.00
Accrued Wages/Taxes/Benefits Payable	175,430.35	175,430.35	0.00
Accrued Interest Payable	986,470.53	949,711.58	36,758.95
Tenant Security Deposits	103,730.00	103,555.00	175.00
Total Accounts Payable	2,218,162.03	2,185,972.75	32,189.28
Deferred Revenues	189,170.57	187,926.50	1,244.07
Developer Fees Payable	404,393.00	404,393.00	0.00
Other Current Liabilities	-8,356.65	-10,401.42	2,044.77
TOTAL CURRENT LIABILITIES	2,803,368.95	2,767,890.83	35,478.12
NONCURRENT LIABILITIES			
Long-Term Hard Debt	28,299,329.93	28,316,369.96	-17,040.03
Long-Term Subordinate Debt	13,272,250.00	13,272,250.00	0.00
TOTAL NONCURRENT LIABILITIES	41,571,579.93	41,588,619.96	-17,040.03
TOTAL LIABILITIES	44,374,948.88	44,356,510.79	18,438.09
EQUITY/NET ASSETS:			
Equity/Net Assets at Prior Year-end	33,129,057.64	33,129,057.64	0.00
Current Year Retained Earnings	11,082,907.19	11,104,278.84	-21,371.65
TOTAL LIABILITIES AND EQUITY	88,586,913.71	88,589,847.27	-2,933.56

**Housing Authority of the County of Monterey
Income Statement**

Period = Sep 2022-Aug 2023

	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Total
REVENUE:													
Tenant Rents	103,068.75	103,648.75	98,079.75	98,746.75	95,912.75	96,525.75	98,850.75	94,237.00	89,047.00	118,817.00	118,734.50	116,101.00	1,231,769.75
Tenant Subsidies	102,490.00	104,090.00	100,776.00	99,431.00	98,398.00	97,477.00	98,377.00	104,978.00	101,198.00	99,691.88	123,624.00	106,600.00	1,237,130.88
Other Tenant Income	1,182.83	535.00	10,962.50	9,241.00	0.00	0.00	580.00	42.00	27,919.00	317.00	117,824.00	1,325.00	169,928.33
Total Tenant Revenue	206,741.58	208,273.75	209,818.25	207,418.75	194,310.75	194,002.75	197,807.75	199,257.00	218,164.00	218,825.88	360,182.50	224,026.00	2,638,828.96
HUD Operating Grants	34,902.00	44,341.00	49,050.00	-54,093.00	45,165.00	153,641.00	45,873.00	0.00	0.00	0.00	0.00	0.00	318,879.00
Section 8 HAP Subsidies	3,933,270.00	3,966,557.00	3,006,801.00	3,942,172.00	3,938,642.00	3,465,392.00	3,953,948.00	5,380,011.00	4,402,308.00	4,458,118.00	4,736,439.00	4,434,895.00	49,618,553.00
Section 8 Administrative Fees	470,704.00	350,122.00	343,381.97	420,708.00	342,682.00	915,466.00	342,735.00	341,701.00	341,947.00	365,307.00	371,151.00	499,093.00	5,104,997.97
Operating Grants (Non-HUD)	37,922.01	29,217.44	26,723.83	23,977.56	22,811.89	20,683.72	0.00	22,961.26	42,140.55	0.00	0.00	0.00	226,438.26
Other Income	183,415.69	212,607.69	194,101.30	180,955.52	232,411.22	192,238.24	187,912.75	171,723.80	148,044.04	309,535.46	314,963.18	195,400.80	2,523,309.69
Interest Income	174,113.18	177,229.15	172,655.14	179,076.30	146,941.64	136,194.56	144,573.28	140,928.40	111,027.85	576,334.17	177,132.47	165,887.13	2,302,093.27
Total Revenue	5,041,068.46	4,988,348.03	4,002,531.49	4,900,215.13	4,922,964.50	5,077,618.27	4,872,849.78	6,256,582.46	5,263,631.44	5,928,120.51	5,959,868.15	5,519,301.93	62,733,100.15
EXPENSES:													
Administrative	550,271.37	508,716.42	512,030.06	801,372.61	527,456.82	513,711.02	500,858.92	532,923.88	512,650.51	700,996.17	551,107.48	516,395.11	6,728,490.37
Administrative Fees	16,513.09	16,579.09	16,579.09	16,513.09	16,513.09	16,513.09	16,579.09	16,513.09	16,513.09	16,513.09	18,096.09	17,305.09	200,730.08
Tenant Services	56,354.88	24,179.30	48,830.40	84,567.13	52,447.22	91,241.98	64,036.63	80,421.37	68,596.26	91,843.88	88,450.14	136,466.24	887,435.43
Utilities	42,123.01	39,815.75	30,936.32	43,335.53	38,040.62	32,728.01	23,387.82	41,617.19	28,948.86	29,346.00	45,146.95	58,827.33	454,253.39
Maintenance	134,465.34	176,957.72	165,923.65	144,711.72	170,401.00	134,528.80	117,762.71	108,326.93	113,514.89	115,550.93	208,829.44	110,461.06	1,701,434.19
Protective Services	0.00	1,847.58	0.00	565.86	3,853.85	783.00	0.00	993.00	0.00	5,893.35	11,721.00	12,162.68	37,820.32
Insurance	24,958.28	26,618.90	27,620.12	35,046.85	25,921.52	25,872.89	25,537.28	26,785.61	26,335.87	33,975.98	23,831.45	16,120.61	318,625.36
Other General Expenses	38,917.67	39,091.67	146,564.90	30,924.66	30,578.68	30,635.17	105,937.14	31,094.67	17,874.75	44,314.59	37,735.96	30,762.67	584,432.53
Payments in Lieu of Taxes	0.00	1,628.77	0.00	19,600.00	0.00	6,000.00	2,152.18	0.00	468.06	0.00	82,946.23	0.00	112,795.24
Bad Debts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,826.00	0.00	0.00	2,826.00
Housing Assistance Payments	3,870,328.27	3,962,817.63	3,878,076.55	4,016,210.75	4,158,619.67	4,577,193.89	4,295,810.86	4,509,775.59	4,534,248.05	4,703,393.85	4,668,325.49	4,910,622.19	52,085,422.79
FSS Escrows	16,521.00	18,787.00	19,098.00	20,217.00	18,154.00	17,866.00	18,271.00	19,152.00	18,826.00	17,177.00	15,126.00	16,001.00	215,196.00
Total Operating Expenses	4,750,452.91	4,817,039.83	4,845,659.09	5,213,065.20	5,041,986.47	5,447,073.85	5,170,333.63	5,367,603.33	5,337,976.34	5,761,830.84	5,751,316.23	5,825,123.98	63,329,461.70
Interest Expense	14,099.69	14,209.06	14,056.60	29,185.20	54,472.94	13,729.98	14,100.39	13,947.75	14,056.46	13,903.77	54,362.36	-1,028.33	249,095.87
Extraordinary Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	6,800.00	0.00	10,800.00	14,200.00	0.00	0.00	31,800.00
Casualty Losses - Non-Capitalized	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,702.22	0.00	5,702.22
Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	537,324.23	0.00	0.00	537,324.23
Amortization Exp	496.84	496.84	496.84	496.84	496.84	496.84	496.84	496.84	496.84	36,234.12	496.84	496.84	41,699.36

VOUCHER PROGRAM ONLY
Income Statement

Period = Sep 2022-Aug 2023

	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Total
REVENUE:													
Other Tenant Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	25.00
Total Tenant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	25.00
Section 8 HAP Subsidies	3,933,270.00	3,966,557.00	3,006,801.00	3,942,172.00	3,938,642.00	3,465,392.00	3,953,948.00	5,380,011.00	4,402,308.00	4,458,118.00	4,736,439.00	4,434,895.00	49,618,553.00
Section 8 Administrative Fees	470,704.00	350,122.00	343,381.97	420,708.00	342,682.00	915,466.00	342,735.00	341,701.00	341,947.00	365,307.00	371,151.00	499,093.00	5,104,997.97
Other Income	9,560.30	40,126.22	8,032.36	567.10	9,658.33	5,674.60	6,480.99	0.00	0.00	0.00	0.00	0.00	80,099.90
Interest Income	45.00	46.50	45.00	45.00	48.01	42.01	46.50	42.01	49.51	42.94	46.51	46.51	545.50
Total Revenue	4,413,579.30	4,356,851.72	3,358,260.33	4,363,492.10	4,291,030.34	4,386,574.61	4,303,210.49	5,721,754.01	4,744,329.51	4,823,467.94	5,107,636.51	4,934,034.51	54,804,221.37
EXPENSES:													
Administrative	212,772.55	201,620.42	236,005.25	256,559.20	241,569.19	196,536.84	217,766.80	216,445.45	225,483.52	343,704.35	252,724.27	210,033.69	2,811,221.53
Tenant Services	20,074.89	24,179.30	24,643.74	72,473.80	40,353.89	79,099.15	51,270.52	68,328.04	68,596.26	79,750.55	76,356.77	136,466.24	741,593.15
Maintenance	634.19	802.85	783.41	725.01	626.62	550.62	804.61	597.50	1,895.21	697.71	933.26	917.22	9,968.21
Insurance	8,959.71	9,035.05	10,439.12	11,842.55	10,063.65	10,157.12	10,106.22	10,706.56	10,223.89	12,747.35	4,761.05	4,847.23	113,889.50
Housing Assistance Payments	3,941,672.27	4,036,605.63	3,961,289.55	4,102,520.75	4,248,990.67	4,685,752.89	4,404,139.86	4,637,061.59	4,670,235.05	4,849,682.85	4,808,572.49	5,088,018.19	53,434,541.79
FSS Escrows	16,521.00	18,787.00	19,098.00	20,217.00	18,154.00	17,866.00	18,271.00	19,152.00	18,826.00	17,177.00	15,126.00	16,001.00	215,196.00
Total Operating Expenses	4,200,634.61	4,291,030.25	4,252,259.07	4,464,338.31	4,559,758.02	4,989,962.62	4,702,359.01	4,952,291.14	4,995,259.93	5,303,759.81	5,158,473.84	5,456,283.57	57,326,410.18
NET INCOME	212,944.69	65,821.47	-893,998.74	-100,846.21	-268,727.68	-603,388.01	-399,148.52	769,462.87	-250,930.42	-480,291.87	-50,837.33	-522,249.06	-2,522,188.81

**Monterey County Housing Development Corporation
Income Statement**

Period = Sep 2022-Aug 2023

	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Total
REVENUE:													
Tenant Rents	47,732.00	46,810.00	44,951.00	45,917.00	45,609.00	49,441.00	48,772.00	50,752.00	52,447.00	55,956.00	55,327.00	56,218.00	599,932.00
Tenant Subsidies	103,536.00	101,047.00	108,084.00	102,526.00	101,015.00	99,698.00	97,735.00	97,558.00	101,920.00	103,899.00	102,772.00	104,113.00	1,223,903.00
Other Tenant Income	1,363.00	1,052.00	6,214.00	9,013.50	622.00	612.00	656.00	1,505.00	588.00	656.00	564.00	1,183.00	24,028.50
Total Tenant Revenue	152,631.00	148,909.00	159,249.00	157,456.50	147,246.00	149,751.00	147,163.00	149,815.00	154,955.00	160,511.00	158,663.00	161,514.00	1,847,863.50
Other Income	19,757.58	20,247.20	20,174.95	35,168.09	355,646.15	5,639.50	12,139.20	6,022.20	5,555.50	151,539.67	5,582.46	5,912.44	643,384.94
Interest Income	49,328.62	50,364.03	49,453.07	49,010.00	51,301.58	48,466.63	50,962.53	56,968.54	52,084.88	49,085.01	50,098.12	50,111.99	607,235.00
Total Revenue	221,717.20	219,520.23	228,877.02	241,634.59	554,193.73	203,857.13	210,264.73	212,805.74	212,595.38	361,135.68	214,343.58	217,538.43	3,098,483.44
EXPENSES:													
Administrative	115,978.97	125,087.89	96,183.44	135,707.37	104,237.22	106,934.49	103,191.71	149,596.95	172,303.82	100,692.51	107,035.05	77,918.16	1,394,867.58
Administrative Fees	18,017.87	17,744.93	18,258.32	18,713.62	17,588.58	17,701.26	17,695.06	17,749.40	18,100.94	25,677.38	18,880.67	21,016.88	227,144.91
Tenant Services	0.00	0.00	82.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	530.09	612.31
Utilities	15,685.98	28,406.05	15,786.92	19,769.76	18,155.76	25,759.41	11,519.68	24,771.32	12,192.06	21,314.73	15,268.28	24,311.68	232,941.63
Maintenance	18,509.55	34,511.84	38,334.08	35,122.88	42,408.17	51,365.32	16,341.65	19,526.55	23,031.46	17,403.89	33,710.25	50,242.24	380,507.88
Protective Services	0.00	0.00	0.00	0.00	847.50	0.00	0.00	210.00	0.00	1,346.61	592.50	0.00	2,996.61
Insurance	9,220.39	-12,079.01	6,679.15	30,765.70	11,738.72	12,022.73	11,368.53	10,786.02	10,954.26	11,483.11	2,891.49	2,280.14	108,111.23
Other General Expenses	2,050,000.00	0.00	0.00	25.00	15.94	0.00	0.00	6,000.00	0.00	0.00	0.00	0.00	2,056,040.94
Payments in Lieu of Taxes	0.00	95,415.65	0.00	-84,660.00	0.00	12,800.00	321.05	0.00	5,927.02	0.00	976.38	0.00	30,780.10
Total Operating Expenses	2,227,412.76	289,087.35	175,324.13	155,444.33	194,991.89	226,583.21	160,437.68	228,640.24	242,509.56	177,918.23	179,354.62	176,299.19	4,434,003.19
Interest Expense	63,261.74	62,415.27	62,025.10	73,656.00	61,980.18	59,504.44	60,509.86	59,501.45	645,410.02	55,752.50	213,414.90	62,610.89	1,480,042.35
Extraordinary Maintenance	0.00	0.00	0.00	0.00	1,330.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,330.06
Casualty Losses - Non-Capitalized	0.00	0.00	0.00	0.00	0.00	0.00	10,690.00	0.00	0.00	0.00	74.78	0.00	10,764.78
Depreciation Expense	9,010.44	9,010.44	9,010.44	9,010.44	9,010.44	9,010.44	9,010.44	9,010.44	9,010.44	23,345.69	0.00	0.00	104,439.65
NET INCOME	-2,077,967.74	-140,992.83	-17,482.65	3,523.82	286,881.16	-91,240.96	-30,383.25	-84,346.39	-684,334.64	104,119.26	-178,500.72	-21,371.65	-2,932,096.59

Housing Authority of the County of Monterey Budget Comparison

Period = Jul 2023-Aug 2023

	YTD Actual	YTD Budget	Variance
REVENUE:			
Tenant Rents	234,835.50	477,807.82	-242,972.32
Tenant Subsidies	230,224.00	213,079.34	17,144.66
Other Tenant Income	119,149.00	3,296.66	115,852.34
Total Tenant Revenue	584,208.50	694,183.82	-109,975.32
HUD Operating Grants	0.00	62,660.34	-62,660.34
Section 8 HAP Subsidies	9,171,334.00	8,688,534.34	482,799.66
Section 8 Administrative Fees	870,244.00	741,776.00	128,468.00
Operating Grants (Non-HUD)	0.00	90,960.00	-90,960.00
Other Income	510,363.98	391,621.48	118,742.50
Interest Income	343,019.60	316,028.00	26,991.60
Total Revenue	11,479,170.08	10,985,763.98	493,406.10
EXPENSES:			
Administrative	1,067,502.59	1,123,628.44	56,125.85
Administrative Fees	35,401.18	35,913.16	511.98
Tenant Services	224,916.38	121,756.00	-103,160.38
Utilities	103,974.28	76,372.20	-27,602.08
Maintenance	319,290.50	487,570.16	168,279.66
Protective Services	23,883.68	1,744.00	-22,139.68
Insurance	39,952.06	48,669.82	8,717.76
Other General Expenses	68,498.63	76,922.98	8,424.35
Payments in Lieu of Taxes	82,946.23	14,416.00	-68,530.23
Bad Debts	0.00	0.00	0.00
Housing Assistance Payments	9,578,947.68	8,646,867.64	-932,080.04
FSS Escrows	31,127.00	41,666.66	10,539.66
Total Operating Expenses	11,576,440.21	10,675,527.06	-900,913.15
Interest Expense	53,334.03	79,762.00	26,427.97
Extraordinary Maintenance	0.00	4,092.66	4,092.66
Casualty Losses - Non-Capitalized	5,702.22	0.00	-5,702.22
Depreciation Expense	0.00	0.00	0.00
Amortization Exp	993.68	0.00	-993.68
NET INCOME	-157,300.06	226,382.26	-383,682.32

VOUCHER PROGRAM ONLY
Budget Comparison

Book = Accrual ; Tree = hacm_is

	YTD Actual	YTD Budget	Variance
REVENUE:			
Section 8 HAP Subsidies	9,171,334.00	8,688,534.34	482,799.66
Section 8 Administrative Fees	870,244.00	741,776.00	128,468.00
Interest Income	93.02	0.00	93.02
Total Revenue	<u>10,041,671.02</u>	<u>9,430,310.34</u>	<u>611,360.68</u>
EXPENSES:			
Administrative	462,757.96	477,106.60	14,348.64
Tenant Services	212,823.01	96,360.00	-116,463.01
Maintenance	1,850.48	833.32	-1,017.16
Insurance	9,608.28	21,593.32	11,985.04
Other General Expenses	0.00	166.66	166.66
Housing Assistance Payments	9,896,590.68	8,646,867.64	-1,249,723.04
FSS Escrows	31,127.00	41,666.66	10,539.66
Total Operating Expenses	<u>10,614,757.41</u>	<u>9,284,594.20</u>	<u>-1,330,163.21</u>
NET INCOME	<u>-573,086.39</u>	<u>145,716.14</u>	<u>-718,802.53</u>

MONTEREY COUNTY HOUSING DEVELOPMENT CORP.
Budget Comparison

Period = Jul 2023-Aug 2023

	YTD Actual	YTD Budget	Variance
REVENUE:			
Tenant Rents	111,545.00	310,128.00	-198,583.00
Tenant Subsidies	206,885.00	27,626.00	179,259.00
Other Tenant Income	1,747.00	1,132.00	615.00
Total Tenant Revenue	320,177.00	338,886.00	-18,709.00
Other Income	11,494.90	563,812.00	-552,317.10
Interest Income	100,210.11	87,506.00	12,704.11
Total Revenue	431,882.01	990,204.00	-558,321.99
EXPENSES:			
Administrative	184,953.21	218,326.00	33,372.79
Administrative Fees	39,897.55	47,732.00	7,834.45
Tenant Services	530.09	8,750.00	8,219.91
Utilities	39,579.96	63,270.00	23,690.04
Maintenance	83,952.49	69,032.00	-14,920.49
Protective Services	592.50	552.00	-40.50
Insurance	5,171.63	23,714.00	18,542.37
Other General Expenses	0.00	548.00	548.00
Payments in Lieu of Taxes	976.38	1,692.00	715.62
Total Operating Expenses	355,653.81	433,616.00	77,962.19
Interest Expense	276,025.79	99,714.00	-176,311.79
Casualty Losses - Non-Capitalized	74.78	0.00	-74.78
Depreciation Expense	0.00	23,034.00	23,034.00
NET INCOME	-199,872.37	433,840.00	-633,712.37



MEMORANDUM

TO: Board of Commissioners

THRU: Zulieka Boykin
Executive Director

FROM: Jose Acosta
Director of Housing Management

RE: **Property Management Report**

DATE: October 10, 2023

Goals:

Property management met the following goals in the month of September:

- Completed Tax Credit Audit for Haciendas 1 and Haciendas 3
- Completed Visit from U.S. Dept of Health and Human Services for PDM
- Completed CREA physical inspection for Castroville FLC
- Completed insurance claim and repairs for Casanova Plaza
- Completed all necessary meetings for rent increases in all HACM managed sites.

Property management has the following goals for the month of October:

- Complete property questionnaires for NEF's physical inspections for RAD sites
- Complete CREA physical inspection for Haciendas 3
- Complete bank account set up for all properties to accept online payments.
- Complete CREA file audit for Castroville
- Complete assessment for MBS to scan all Tax Credit files.

Vouchers:

Vouchers for all the sites are up to date.

Property Code	Property Name	Voucher month	Total subsidy
212	Portola Vista	10/1/2023	\$ 95,188.00
214	Montecito Watson	10/1/2023	\$ 5,094.00
801	South County RAD	10/1/2023	\$ 25,006.00
802	Salinas Family RAD	10/1/2023	\$ 53,563.00
803	East Salinas Family RAD	10/1/2023	\$ 50,608.00
804	Gonzales Family RAD	10/1/2023	\$ 6,015.00
Total Monthly Subsidy			\$ 235,474.00

Rent Collection:

Rent collection average for HACM sites for the month of September 2023 is 100%. The rent collection average for HDC Sites for the month of September 2023 is 99%.

HACM Rent Collection as of 8/31/2023		
Property Code	Property Name	Rent Percent Collected
204	Oak Grove	100%
212	Portola Vista	100%
214	Montecito Watson	100%
904	Vista Del Valle	100%
906	Tesoros Del Campo	100%
Total monthly rent collected		\$ 192,042.00

HDC sites rent collection report as of 8/31/2023		
Property Code	Property Name	Rent Percent Collected
555	Casanova Plaza	98%
801	South County RAD	100%
802	Salinas Family RAD	100%
803	East Salinas Family RAD	100%
804	Gonzales Family RAD	100%
984	Castroville	100%
985	Haciendas I	98%
986	Haciendas II	100%
988	Haciendas Sr	97%
989	Haciendas III	100%
992	One Parkside	99%
Total monthly rent collected		\$ 1,237,332.00

Occupancy:

PM currently has a total of 12 vacancies excluding Pueblo del Mar, King City Migrant Center and caretaker units.

Property management is committed to having all vacancies leased. The department is working diligently to accomplish this task, the department understands the importance of getting the units leased and the urgency.

Property Code	Property name	Total units	Occupancy rate	Vacant Units	Out of Occupancy
801	South County RAD	70	100%	0	
802	Salinas Family RAD	170	99%	2	
803	East Salinas Family RAD	202	97%	3	
804	Gonzales Family RAD	30	97%	0	
984	Castroville	54	95%	2	1Caretaker
985	Haciendas I	53	100%	0	
986	Haciendas II	46	98%	1	Caretaker
989	Haciendas III	50	96%	2	
988	Haciendas Sr.	41	96%	2	
992	One Parkside	80	100%	0	
204	Oak Grove	5	98%	1	
205	Pueblo Del Mar	55	25%	42	
212	Portola Vista	64	100%	0	
214	Montecito Watson	13	100%	0	
552	Single Family Homes	9	90%	0	
555	Casanova Plaza	86	98%	2	
904	Vista Del Valle	29	90%	1	4
906	Tesoros del Campo	57	100%	0	5
903	King City Migrant Center	82	96%	12	

RAD Sites (Formerly Public Housing):

- 801 South County RAD:
 - The fire prevention city inspection was completed and pending results.
 - PM is pending approval for the tree trimming for this site.
 - PM is pending approval for the fence and retaining wall replacement for Casa De Oro.
 - PM is working with the state to approve mass annual recertifications for the tax credit portion of the files to this property.
 - Rent Café implementation for this property is on schedule, the expected go-live date for this property is 11/1/2023.
 - Mee Memorial continues to provide meals to residents at Los Ositos
 - Alliance on Aging continues their monthly activities ad these sites.
 - The food bank continues to deliver monthly to these sites.
 - The city of Greenfield has resumed the arts, crafts, and peer group at Los Ositos.

- 802 Salinas Family RAD:
 - PM is working with the state to approve mass annual recertifications for the tax credit portion of the files to this property.
 - PM is pending the city’s approval for retaining wall to proceed with bids.
 - Rent Café implementation for this property is on schedule, the expected go-live date for this property is 11/1/2023.

- 803 East Salinas Family RAD:
 - PM is completing tripping hazard repairs at 1011 Laurel.
 - PM will be installing security cameras at the management office for this site.
 - PM is working with the state to approve mass annual recertifications for the tax credit portion of the files to this property.
 - All responses have been submitted to TCAC for the audit completed for this site.
 - Rent Café implementation for this property is on schedule, the expected go-live date for this property is 11/1/2023.

- 804 Gonzales Family RAD:
 - PM has received approval from investors for the replacement of the fencing for this site, the bids are being reviewed by the Executive director.
 - PM is working with the state to approve mass annual recertifications for the tax credit portion of the files to this property.
 - Rent Café implementation for this property is on schedule, the expected go-live date for this property is 11/1/2023.

KCMC:

King City Migrant Center opened on May 11th, 2023. The center will be closing on November 6th, management is currently working with residents to complete the mass move outs for the center.

The rehabilitation project for this site is actively taking place. Progress will be updated monthly on the items listed below:

- Roof repairs and gutter repairs- **Actively working on this project**
- Siding replacement – **Actively working on this project**
- Modify selected units to be ADA compliant – **Completed**
- Interior flooring repairs – **Completed**
- Replacement of cabinets and countertops and hardware – **Completed**
- Replacement of furniture - **Pending**
- Replacement of water heaters - **Pending**
- Repairs of parking lot and resurfacing of the black top - **Pending**
- Replacement of heater and thermostats - **Pending**
- HVAC pad mounts replacement - **Pending**
- Electrical upgrades – **Completed**
- Repair decks and landings - **Pending**
- Replacement of windows – **Pending**
- Carbon monoxide detector replacement - **Completed**
- Bathroom vanity replacement - **Completed**
- Playground refurbishing - **Pending**
- Property Sign replacement - **Pending**
- Access card reader upgrade - **Pending**
- Repair and replacement of fencing - **Completed**
- Siding repairs – **Actively working on this project**

The deadline to complete this rehab project is June 2023, but we have received an extension to complete the work by June 2024. We will continue to keep the board updated on progress.

Portola Vista:

All decks have been completed.

This property is pending annual tree trimming.

PM is gathering bids to complete repairs to the bay window at this site, the repair requires structural repairs which are over the scope of work the maintenance staff can repair.

Computer installation for the community room for the upcoming implementation of Rent Café is being scheduled for this site.

Haciendas I:

Tax Credit audit for this site was completed September 13th and pending results from the audit.

PM is evaluating security camera updates for this site and installation of additional fencing in the community room.

Repairs for railings and balconies throughout this site are in progress. PM staff is working with HDC staff to ensure all work on this project is completed accordingly and in a timely manner.

Food bank deliveries for this site continue as scheduled.

Resident services are being completed in accordance with the tax credit requirements (see attached).

Haciendas II:

Property management is currently completing annual recertifications for this site.

Haciendas II is now live on Rent Café, since this site is undergoing annual recertifications it will allow PM to use the new Yardi module and test it to find any possible issues in Rent Café that can be addressed and corrected before the entire PM portfolio goes live.

Food bank deliveries for this site continue as scheduled.

Resident services are being completed in accordance with the tax credit requirements (see attached).

Haciendas III:

Tax Credit audit for this site was completed September 13th and pending results from the audit.

Food bank deliveries for this site continue as scheduled.

PM is working with Housing Programs to House the vacant PBV units.

Resident services are being completed in accordance with the tax credit requirements (see attached).

Haciendas IV:

PM has now received a list of names from the HCV department and the manager is working on housing the current vacancies for this site.

Food bank deliveries for this site continue as scheduled.

Resident services are being completed in accordance with the tax credit requirements (see attached).

Castroville:

CREA (investor) completed the physical inspection for this site. PM has uploaded the files for the audit and pending a response from the auditors.

Life steps services have resumed, and all services are actively being performed as required (see attached).

PM has scheduled interviews for the caretaker position for this site.

PM is looking at the cost to replenish the mulch at this site.

Casanova Plaza:

PM completed tripping hazard repairs to the main entrance.

PM is working with a contractor to complete the repairs to the unit that was damaged by a vehicle accident. The city has completed all necessary inspections and the repairs are scheduled to be completed in the next 2 weeks.

PM is assessing the waterlines at this site; the plumbing infrastructure is starting to fail. This is causing backups, spills, and water leaks throughout the site. PM is working to determine the best and most cost-effective solution for this problem.

The door system at this site is now installed and fully operational. However, new doors will need to be installed as the current doors are dated and not working in conjunction with the new system. The vendor has placed an order for the doors they are pending the delivery. Once delivered the installation will be scheduled immediately.

One Parkside:

The end of the 1-year warranty period for this site is coming up and property management is working with contractor and HACM staff to ensure all areas, units and systems are inspected to ensure any deficiencies are addresses promptly and before warranty period expires.

Currently all identified warranty repairs have been reported and repairs started on October 9th. These repairs include siding, HVAC, sheet metal, painting and concrete repairs.

Life steps is now in place and providing resident services at this site (see attached).

Farm Labor (Salinas, Chualar):

HCD completed a unit and file inspection for the Farm Labor sites on August 24, 2023. PM has provided all the necessary corrections for the audit.

Management completed meetings with residents to explain the proposed changes in the rent and answer questions or concerns for the residents, a meeting was held on 9/20/2023.

Proposed rent increases for this site are pending approval from USDA; if approved, the rent increases will take effect on January 1st, 2024.

Rehabilitation of out of occupancy units continues for these sites.

PDM:

PM completed the capital needs assessment (CAN) for PDM to determine the extent of the necessary repairs at this site. PM is working with the executive director and other agencies in the community to find a more sustainable model for PDM.

PM meet with a representative from the U.S Department of Health and Human Services on September 12th to discuss the deed restrictions for PDM.

Property management and the Executive director continue to work with local government and the community to ensure the property will be utilized for the benefit of those in need in our community and ensure the property is financially stable.

New Hires:
N/A

Wait Lists:
Closed

Evictions:
2

waitlist information by site as of 10/10/2023

Property Code	Property Name	Number of Applicants
204	Oak Gove	299
212	Portola Vista	6
214	Montecito Watson	120
555	Casanova Plaza	0
801	South County RAD	551
802	Salinas Family RAD	1047
803	East Salinas Family RAD	691
804	Gonzales Family RAD	1464
904	Chualar FLC	163
906	Salinas FLC	172
984	Castroville	285
985	Haciendas I	2118
986	Haciendas II	2179
989	Haciendas III	985
Total applicants		10,080



Castroville Farm Labor Center

Property Owner: Housing Authority County of Monterey
Property Management Company: Housing Authority County of Monterey
Director of Social Services: Martha Rodriguez

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Service Requirements

CTCAC: Adult Educational Classes 60 hours per year, Bona Fide Service Coordinator 400 hours per year

DSS Site Visits

Sep 05, 2023

Sep 12, 2023

Sep 19, 2023

Sep 26, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 05, 2023	Parenting: Heart-to-Hearts	12	0.25
Sep 12, 2023	JOBS: Teamwork to Win	12	0.25
Sep 19, 2023	JOBS: Workers with Disabilities	12	0.25
Sep 26, 2023	Parenting: Family Disaster Preparedness	12	0.25

Totals

48

1.00

Individualized Case Management Services

Date	Topic	Residents	Hours
Sep 05, 2023	Education K-12	12	3.00
Sep 05, 2023	Computer/Technology	1	0.75
Sep 12, 2023	Employment Counseling	12	3.00
Sep 12, 2023	Computer/Technology	1	0.75
Sep 19, 2023	Employment Counseling	12	3.00
Sep 19, 2023	Computer/Technology	1	0.50
Sep 26, 2023	Parenting	12	3.00
Sep 26, 2023	Computer/Technology	1	0.50

Totals

52

14.50

Social Service Coordination

Date	Administration Type	Hours
Sep 05, 2023	Service Coordination Administration	1.75
Sep 12, 2023	Service Coordination Administration	1.75

Date	Administration Type	Hours
Sep 19, 2023	Service Coordination Administration	2.00
Sep 26, 2023	Service Coordination Administration	2.00

Total 7.50

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 05, 2023	Socials, General: Labor Day Social	7	2.25
Sep 12, 2023	Crafts: Painting Social	6	2.25
Sep 19, 2023	Socials, General: September Social	14	2.25
Sep 26, 2023	Crafts: Arts and Crafts	6	2.25

Totals 33 9.00

Percent of units served during the past 12 months: 100.0%

Resident Services in Action



Painting Social
Sep 12, 2023



September Social
Sep 19, 2023



One Parkside

Property Owner: Housing Authority County of Monterey
Property Management Company: Housing Authority County of Monterey
Director of Social Services: Martha Rodriguez

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Administrative Comments

Service make-up hours were applied during this period.

DSS Site Visits

Sep 08, 2023

Sep 15, 2023

Sep 22, 2023

Sep 29, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 08, 2023	Thriving In Place (Senior): Older Adult Disaster Preparedness	12	0.25
Sep 15, 2023	Stretch Your Dollar (Senior): Staying Cool Outside the Home	12	0.25
Sep 22, 2023	Thriving In Place (Senior): Stay Safe: Assess Your Own Fall Risk	12	0.25
Sep 29, 2023	Thriving In Place (Senior): Choosing the Right Medicare Plan	12	0.25

Totals

48

1.00

Additional Services and Education

Date	Topic	Participants	Hours
Life Skills Education			
Sep 22, 2023	Arts and Music: Painting Class	9	2.00
Subtotal for Life Skills Education		9	2.00

Totals

9

2.00

Individualized Case Management Services

Date	Topic	Residents	Hours
Sep 08, 2023	Medical	1	0.50
Sep 08, 2023	Computer/Technology	1	0.50
Sep 08, 2023	Translation	1	0.50
Sep 08, 2023	Healthy Lifestyles	12	3.00
Sep 15, 2023	Groceries	1	0.25
Sep 15, 2023	Rental	1	0.75
Sep 15, 2023	Utilities	1	0.50
Sep 15, 2023	Health Care	12	3.00

Date	Topic	Residents	Hours
Sep 22, 2023	Rental	2	1.00
Sep 22, 2023	Medical	1	0.25
Sep 22, 2023	Coping Skills/Emotional Support	1	0.25
Sep 22, 2023	Health Care	12	3.00
Sep 29, 2023	Medical	1	0.50
Sep 29, 2023	Health Care	12	3.00
Sep 29, 2023	Computer/Technology	1	0.50
Sep 29, 2023	Translation	1	0.50

Totals **61** **18.00**

Social Service Coordination

Date	Administration Type	Hours
Sep 08, 2023	Service Coordination Administration	1.00
Sep 15, 2023	Service Coordination Administration	0.75
Sep 22, 2023	Service Coordination Administration	0.75
Sep 29, 2023	Service Coordination Administration	1.00

Total **3.50**

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 08, 2023	Socials, General: Labor Day Social	16	2.25
Sep 15, 2023	Bingo/Loteria: Bingo	7	2.00
Sep 29, 2023	Socials, Coffee: National Coffee Day Social	11	2.00

Totals **34** **6.25**

Percent of units served during the past 12 months: 96.3%

Resident Services in Action



Painting Class
Sep 22, 2023



Coffee Social
Sep 29, 2023



Haciendas 3 and Haciendas Senior

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: Housing Authority County of Monterey

Director of Social Services: Sheila Morales

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Administrative Comments

Due to staff vacation and staff scheduling, Service hours were reduced and will be made up.

Service Requirements

CTCAC: Adult Educational Classes 60 hours per year, Bona Fide Service Coordinator 326 hours per year

DSS Site Visits

Sep 06, 2023

Sep 13, 2023

Sep 27, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 06, 2023	Parenting: Heart-to-Hearts	11	2.25
Sep 27, 2023	Thriving In Place (Senior): Stay Safe: Assess Your Own Fall Risk	10	2.25

Totals

21

4.50

Additional Services and Education

Date	Topic	Participants	Hours
Health and Wellness			
Sep 06, 2023	Food Distribution: Food Bank Distribution	24	4.25
Sep 06, 2023	Exercise: Healthy Exercise	10	1.50
Sep 20, 2023	Food Distribution: Food Bank Distribution	17	2.00
Sep 27, 2023	Nutrition: Benefits of Pumpkin Seeds	10	2.25
Subtotal for Health and Wellness		61	10.00

Totals

61

10.00

Social Service Coordination

Date	Administration Type	Hours
Sep 08, 2023	Service Coordination Administration	0.75
Sep 13, 2023	Service Coordination Administration	0.75
Sep 20, 2023	Service Coordination Administration	2.50

Date	Administration Type	Hours
Sep 27, 2023	Service Coordination Administration	0.75
Sep 29, 2023	Service Coordination Administration	0.75

Total 5.50

Donations

Date	Donor	Item Donated	Value
Sep 06, 2023	Food Bank of Monterey	Food Commodities	\$240.00
Sep 20, 2023	Food Bank of Monterey	Food Commodities	\$170.00

Total \$ 410.00

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 13, 2023	Socials, General: Goodie Bags	36	4.25
Sep 27, 2023	Bingo/Loteria: Bingo with LifeSTEPS	3	2.75

Totals 39 7.00

Percent of units served during the past 12 months: 100.0%

Resident Services in Action



B.I.N.G.O

Sep 27, 2023



Haciendas I and II

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: Housing Authority County of Monterey

Director of Social Services: Sheila Morales

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Administrative Comments

During this period, LifeSTEPS observed the Labor Day holiday. Due to the holiday(s) and staff vacation, Service hours were reduced. Shortages due to staff vacation will be made up.

Service Requirements

CTCAC: Adult Educational classes 60 hours per year, Service Coordination 406 hours per year and individualized Health and Wellness services 117 hours per year

DSS Site Visits

Sep 08, 2023

Sep 12, 2023

Sep 25, 2023

Sep 29, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 12, 2023	JOBS: Workers with Disabilities	10	2.75

Totals 10 2.75

Additional Services and Education

Date	Topic	Participants	Hours
Health and Wellness			
Sep 08, 2023	Exercise: Healthy Exercise	10	4.25
Sep 25, 2023	Food Distribution: Food Bank Distribution	18	4.75
Subtotal for Health and Wellness		28	9.00

Totals 28 9.00

Individualized Case Management Services

Date	Topic	Residents	Hours
Sep 25, 2023	Coping Skills/Emotional Support	1	1.50
Sep 29, 2023	Rental	1	0.25

Totals 2 1.75

Social Service Coordination

Date	Administration Type	Hours
Sep 08, 2023	Service Coordination Administration	1.75
Sep 18, 2023	Recording Needs Assessment Surveys	2.00

Date	Administration Type	Hours
Sep 19, 2023	Recording Needs Assessment Surveys	2.00
Sep 25, 2023	Service Coordination Administration	0.75
Sep 29, 2023	Service Coordination Administration	2.50

Total 9.00

Donations

Date	Donor	Item Donated	Value
Sep 25, 2023	Food Bank of Monterey	Food Commodities	\$180.00

Total \$ 180.00

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 12, 2023	Socials, General: Healthy Snack Goodie Bags	40	4.25
Sep 29, 2023	Movies: Healthy Movie Day	1	3.25

Totals 41 7.50

Percent of units served during the past 12 months: 98.0%

MEMORANDUM

To: Board of Commissioners

From: Nora Ruvalcaba, Development Analyst

Thru: Zulieka Boykin, Executive Director/President/CEO

Date: October 10, 2023

Re: **MONTHLY DEVELOPMENT DEPARTMENT REPORT**



 Development department highlights

- Hudson Housing Capital released the second capital contribution in the amount of \$3,089,684 for the One Parkside, LP. Funds will be used to pay down the construction loan as detailed in the LPA and the balance of funds will be utilized to reimburse the agency for construction costs paid by the Development Department during operations/development activity and to pay deferred Developer Fee.
- Development staff are working on closing out the Hudson Housing Capital Third Capital Contribution due diligence checklist for the One Parkside Development. Upon satisfaction of all Investor requirements a contribution in the amount of \$13,182,651 will be released to be utilized as detailed in the Limited Partnership Agreement.
- Development Staff, with the help of the Executive Director, are working on closing out the JPMorgan Chase Permanent Loan Conversion due diligence checklist. A tentative date has been determined to convert to permanent finance and to begin assembling the Placed-in-Service package for submission to CTCAC.
- Development staff has completed providing all due diligence items required by the City of Salinas to satisfy HUD requirements to release the retention being held for the HOME and PLHA funding provided to the One Parkside Development. The release of \$94,801.30 is forthcoming.
- Development staff continues to work with HACM Finance and all three Property Management Agent companies to finalize 2024 Operating Budgets for each of the nineteen Limited Partnerships. Budgets for the three USDA funded sites have been submitted prior to the October 1st USDA imposed deadline. We are awaiting USDA approval for those three budgets. Staff continue to work on the other sixteen budgets that are due at the end of October for non-USDA funded sites.
- Work on the last portion of construction defect repairs needed at the Tynan Village Inc. Development have commenced and are being performed in-line with the executed contract and provided schedules to assure that the work is completed efficiently and prior to any weather delays occurring. Approximately 25% of the work has been completed to date.
- Staff are scheduling physical needs assessment/inspection of developments that are coming up on their year 15 end of compliance period. Once assessments are completed, a recommendation

will be provided for review to the President/CEO on options for LP exit and rehab/redevelopment strategy.

Potential Development Opportunities

- Division Avenue (Salinas)
 - Pending execution of the Exclusive Negotiating Rights Agreement with the City of Salinas.
- Parcel B Property (Salinas)
 - Pending City of Salinas request for funding submitted along with Division Avenue.
 - The Executive Director initiated a meeting between HACM Staff and Milestone Housing Group to determine if a joint venture would be appropriate to proceed with development at this location. Initial feasibility determination underway.
- APN# 024-261-001 (Greenfield)
 - Preliminary market study is in process; revisions to the initial site plan to increase the number of units with density bonus allowed are also being updated.
 - The Executive Director initiated a meeting between HACM Staff and Milestone Housing Group to determine if a joint venture would be appropriate to proceed with development at this location. Initial feasibility determination underway.
- 855 E. Laurel Avenue (Salinas)
 - Determination of development opportunity is pending further details from County staff regarding land access and funding opportunities.

Marketing

- Staff is working with Executive Assistant and new vendor to incorporate the HDC website into the new HACM website.
- On-going internal review of potential marketing events and/or media opportunities being explored on a regular basis to determine proper platforms to publish on.

One Parkside, LP

- Final cost certification in process of being finalized by the auditor now that Investor has approved draft FCC.
- Development and Property Management staff are working closely together to identify any remaining warranty items as we are nearing the end of the one-year General Contractor warranty period, to submit for repair or replacement.
- Due to the significant increase in property insurance premiums this year, staff are seeking alternative vendors to provide coverage at a lower premium cost. Application packages were submitted in July to the affordable housing insurance risk pool for coverage options and cost estimates to determine the direction in which to proceed to minimize the financial impact to the property's operational budgets.

123 Rico CLEEN loan

- Pending modifications to proposed plan after meeting with Architect to discuss options on 8/11/2023.
- Remaining funds available are \$366,758.02.

Audits

- Weekly meetings with the Finance Director and Auditor to streamline processes are ongoing.
- Weekly meetings with third party audit team to review outstanding items for the LP audits and tax returns.
- HDC 2022 in final review and projected to be completed in early November.

Capital Improvements

- The development team is working with our property management teams to ensure needed capital improvement requests throughout the portfolio are completed in a timely manner and with the approval of appropriate Lender/Investor groups. Details can be found in the property management section of the report for those items currently underway and in the property management reports.

Tynan Modernization job close-out

- Building C – Permits have been issued by the City of Salinas begin and complete the additional water intrusion work.

Tynan commercial space

- Deli/restaurant operations are running well.
- Approximately 2,500 sf commercial space available.

Haciendas 1&2 metals job

- Maintenance staff assisting in repairs of some of the rusted railings and fascia.
- Development staff working on timeline and assisting with coordinating of repairs and for installation of new awnings.

Project Based Section 8

- East Garrison aka Alfred Diaz-Infante apartments is nearing construction completion, estimated timeline is Fall 2023. Once the development team completes collection of all the necessary supporting documentation, they will provide it to the Executive Director for approval and execution of the HAP Contract.

HDC Portfolio managed by the John Stewart Company and Paso Robles Housing Authority

- Due to the significant increase in property insurance premiums this year, staff are seeking alternative vendors to provide coverage at a lower premium cost. Application packages were submitted in July to the affordable housing insurance risk pool for coverage options and cost estimates to determine the direction in which to proceed to minimize the financial impact to the property's operational budgets.
- Please see attached property management reports.

Resident Services

- Please see attached resident services highlights.

Staffing

- One temporary staff member has been assigned to the Development Department to assist with administrative tasks and special projects.



Haciendas I and II

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: Housing Authority County of Monterey

Director of Social Services: Sheila Morales

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Administrative Comments

During this period, LifeSTEPS observed the Labor Day holiday. Due to the holiday(s) and staff vacation, Service hours were reduced. Shortages due to staff vacation will be made up.

Service Requirements

CTCAC: Adult Educational classes 60 hours per year, Service Coordination 406 hours per year and individualized Health and Wellness services 117 hours per year

DSS Site Visits

Sep 08, 2023

Sep 12, 2023

Sep 25, 2023

Sep 29, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 12, 2023	JOBS: Workers with Disabilities	10	2.75

Totals 10 2.75

Additional Services and Education

Date	Topic	Participants	Hours
Health and Wellness			
Sep 08, 2023	Exercise: Healthy Exercise	10	4.25
Sep 25, 2023	Food Distribution: Food Bank Distribution	18	4.75
Subtotal for Health and Wellness		28	9.00

Totals 28 9.00

Individualized Case Management Services

Date	Topic	Residents	Hours
Sep 25, 2023	Coping Skills/Emotional Support	1	1.50
Sep 29, 2023	Rental	1	0.25

Totals 2 1.75

Social Service Coordination

Date	Administration Type	Hours
Sep 08, 2023	Service Coordination Administration	1.75
Sep 18, 2023	Recording Needs Assessment Surveys	2.00

Date	Administration Type	Hours
Sep 19, 2023	Recording Needs Assessment Surveys	2.00
Sep 25, 2023	Service Coordination Administration	0.75
Sep 29, 2023	Service Coordination Administration	2.50

Total 9.00

Donations

Date	Donor	Item Donated	Value
Sep 25, 2023	Food Bank of Monterey	Food Commodities	\$180.00

Total \$ 180.00

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 12, 2023	Socials, General: Healthy Snack Goodie Bags	40	4.25
Sep 29, 2023	Movies: Healthy Movie Day	1	3.25

Totals 41 7.50

Percent of units served during the past 12 months: 98.0%



Empowerment. Impact. Community.
One STEP at a time.

3247 Ramos Circle Sacramento, CA 95827
916-965-0110, Fax: 916-965-0102
www.LifeSTEPSusa.org

Haciendas 3 and Haciendas Senior

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: Housing Authority County of Monterey

Director of Social Services: Sheila Morales

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Administrative Comments

Due to staff vacation and staff scheduling, Service hours were reduced and will be made up.

Service Requirements

CTCAC: Adult Educational Classes 60 hours per year, Bona Fide Service Coordinator 326 hours per year

DSS Site Visits

Sep 06, 2023

Sep 13, 2023

Sep 27, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 06, 2023	Parenting: Heart-to-Hearts	11	2.25
Sep 27, 2023	Thriving In Place (Senior): Stay Safe: Assess Your Own Fall Risk	10	2.25

Totals 21 4.50

Additional Services and Education

Date	Topic	Participants	Hours
Health and Wellness			
Sep 06, 2023	Food Distribution: Food Bank Distribution	24	4.25
Sep 06, 2023	Exercise: Healthy Exercise	10	1.50
Sep 20, 2023	Food Distribution: Food Bank Distribution	17	2.00
Sep 27, 2023	Nutrition: Benefits of Pumpkin Seeds	10	2.25
Subtotal for Health and Wellness		61	10.00

Totals 61 10.00

Social Service Coordination

Date	Administration Type	Hours
Sep 08, 2023	Service Coordination Administration	0.75
Sep 13, 2023	Service Coordination Administration	0.75
Sep 20, 2023	Service Coordination Administration	2.50

Date	Administration Type	Hours
Sep 27, 2023	Service Coordination Administration	0.75
Sep 29, 2023	Service Coordination Administration	0.75

Total 5.50

Donations

Date	Donor	Item Donated	Value
Sep 06, 2023	Food Bank of Monterey	Food Commodities	\$240.00
Sep 20, 2023	Food Bank of Monterey	Food Commodities	\$170.00

Total \$ 410.00

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 13, 2023	Socials, General: Goodie Bags	36	4.25
Sep 27, 2023	Bingo/Loteria: Bingo with LifeSTEPS	3	2.75

Totals 39 7.00

Percent of units served during the past 12 months: 100.0%

Resident Services in Action



B.I.N.G.O

Sep 27, 2023



Castroville Farm Labor Center

Property Owner: Housing Authority County of Monterey
Property Management Company: Housing Authority County of Monterey
Director of Social Services: Martha Rodriguez

Period Beginning
Sep 01, 2023

Period Ending
Sep 30, 2023

Service Requirements

CTCAC: Adult Educational Classes 60 hours per year, Bona Fide Service Coordinator 400 hours per year

DSS Site Visits

Sep 05, 2023 Sep 12, 2023 Sep 19, 2023 Sep 26, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 05, 2023	Parenting: Heart-to-Hearts	12	0.25
Sep 12, 2023	JOBS: Teamwork to Win	12	0.25
Sep 19, 2023	JOBS: Workers with Disabilities	12	0.25
Sep 26, 2023	Parenting: Family Disaster Preparedness	12	0.25

Totals 48 1.00

Individualized Case Management Services

Date	Topic	Residents	Hours
Sep 05, 2023	Education K-12	12	3.00
Sep 05, 2023	Computer/Technology	1	0.75
Sep 12, 2023	Employment Counseling	12	3.00
Sep 12, 2023	Computer/Technology	1	0.75
Sep 19, 2023	Employment Counseling	12	3.00
Sep 19, 2023	Computer/Technology	1	0.50
Sep 26, 2023	Parenting	12	3.00
Sep 26, 2023	Computer/Technology	1	0.50

Totals 52 14.50

Social Service Coordination

Date	Administration Type	Hours
Sep 05, 2023	Service Coordination Administration	1.75
Sep 12, 2023	Service Coordination Administration	1.75

Date	Administration Type	Hours
Sep 19, 2023	Service Coordination Administration	2.00
Sep 26, 2023	Service Coordination Administration	2.00

Total 7.50

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 05, 2023	Socials, General: Labor Day Social	7	2.25
Sep 12, 2023	Crafts: Painting Social	6	2.25
Sep 19, 2023	Socials, General: September Social	14	2.25
Sep 26, 2023	Crafts: Arts and Crafts	6	2.25

Totals 33 9.00

Percent of units served during the past 12 months: 100.0%

Resident Services in Action



Painting Social
Sep 12, 2023



September Social
Sep 19, 2023

Meetings and Classes will be held in the community room.

Edith Rodriguez
Director of Social Services
 831-296-2199

Resident Message Line:
855-395-4463

Drop by or call for appointment

Castroville Farm Labor Center



Tuesday, October 3	Tuesday, October 10	Tuesday, October 17	Tuesday, October 24	Tuesday, October 31
<p><u>Social Services:</u> DSS, will be available by email or phone between 9:30am-6:00pm</p> <p><u>Class: JOBS Changing Careers</u> 10:00am-12:00pm</p> <p><u>Case Management</u> Stop by with any questions! 1:00pm-3:00pm</p> <p><u>Ice Cream Social</u> Stop by for some ice cream! 4:00pm-6:00pm</p> 	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:30am-6:00pm</p> <p><u>Case Managment</u> Stop by with any questions! 10:00am-12:00pm</p> <p><u>Class: Spiritual Self Care</u> 1:00pm-3:00pm</p> <p><u>Painting Social</u> Everyone is welcome! 4:00pm-6:00pm</p> 	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:30am-6:00pm</p> <p><u>Class: Stretch Your Dollar at Halloween</u> 10:00am-12:00pm</p> <p><u>Case Management</u> Stop by with any questions! 2:00pm-4:00pm</p> <p><u>October Birthday Social</u> Stop by for a cupcake! 4:00pm-6:00pm</p>	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:30am-6:00pm</p> <p><u>Class: Get the Most Out of Your Doctor's Visit</u> 10:00am-12:00pm</p> <p><u>Case Management</u> Stop by with any questions! 1:00pm-3:00pm</p> <p><u>Pumpkin Carving Social</u> Come carve your own pumpkin! Everyone is welcome! 4:00pm-6:00pm</p> 	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:30am-6:00pm</p> <p><u>How to Check for Breast Cancer</u> 10:00am-12:00pm</p> <p><u>Case Management</u> Stop by with any questions! 2:00pm-4:00pm</p> <p><u>Halloween Social</u> Stop by for some candy! 4:00pm-6:00pm</p> 



Empowerment. Impact.
Community.
One STEP at a time.





One Parkside

Property Owner: Housing Authority County of Monterey
Property Management Company: Housing Authority County of Monterey
Director of Social Services: Martha Rodriguez

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Administrative Comments

Service make-up hours were applied during this period.

DSS Site Visits

Sep 08, 2023

Sep 15, 2023

Sep 22, 2023

Sep 29, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 08, 2023	Thriving In Place (Senior): Older Adult Disaster Preparedness	12	0.25
Sep 15, 2023	Stretch Your Dollar (Senior): Staying Cool Outside the Home	12	0.25
Sep 22, 2023	Thriving In Place (Senior): Stay Safe: Assess Your Own Fall Risk	12	0.25
Sep 29, 2023	Thriving In Place (Senior): Choosing the Right Medicare Plan	12	0.25

Totals 48 1.00

Additional Services and Education

Date	Topic	Participants	Hours
Life Skills Education			
Sep 22, 2023	Arts and Music: Painting Class	9	2.00
Subtotal for Life Skills Education		9	2.00

Totals 9 2.00

Individualized Case Management Services

Date	Topic	Residents	Hours
Sep 08, 2023	Medical	1	0.50
Sep 08, 2023	Computer/Technology	1	0.50
Sep 08, 2023	Translation	1	0.50
Sep 08, 2023	Healthy Lifestyles	12	3.00
Sep 15, 2023	Groceries	1	0.25
Sep 15, 2023	Rental	1	0.75
Sep 15, 2023	Utilities	1	0.50
Sep 15, 2023	Health Care	12	3.00

Date	Topic	Residents	Hours
Sep 22, 2023	Rental	2	1.00
Sep 22, 2023	Medical	1	0.25
Sep 22, 2023	Coping Skills/Emotional Support	1	0.25
Sep 22, 2023	Health Care	12	3.00
Sep 29, 2023	Medical	1	0.50
Sep 29, 2023	Health Care	12	3.00
Sep 29, 2023	Computer/Technology	1	0.50
Sep 29, 2023	Translation	1	0.50

Totals **61** **18.00**

Social Service Coordination

Date	Administration Type	Hours
Sep 08, 2023	Service Coordination Administration	1.00
Sep 15, 2023	Service Coordination Administration	0.75
Sep 22, 2023	Service Coordination Administration	0.75
Sep 29, 2023	Service Coordination Administration	1.00

Total **3.50**

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 08, 2023	Socials, General: Labor Day Social	16	2.25
Sep 15, 2023	Bingo/Loteria: Bingo	7	2.00
Sep 29, 2023	Socials, Coffee: National Coffee Day Social	11	2.00

Totals **34** **6.25**

Percent of units served during the past 12 months: 96.3%

Resident Services in Action



Painting Class
Sep 22, 2023



Coffee Social
Sep 29, 2023

Meetings and Classes will be held
in the community room.

One Parkside

Edith Rodriguez
Director of Social Services
831-296-2199

Resident Message Line:
855-395-4463



Drop by or call for appointment

Friday, October 6	Friday, October 13	Friday, October 20	Friday, October 27
<p><u>Social Services:</u> DSS, will be available by email or phone between 9:00am-5:00pm</p> <p><u>Class: Senior CM Get the Most Out of Your Doctor's Visit</u> 10:00am-12:00pm</p> <p><u>National Noodle Day Social</u> Come enjoy some noodles! 1:00pm-3:00pm</p> <p><u>Case Management</u> Stop by with any questions! 3:00pm-5:00pm</p>	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:00am-5:00pm</p> <p><u>Class: Spiritual Self Care</u> 10:00am-12:00pm</p> <p><u>Bingo</u> Come play and enjoy some treats! 1:00pm-3:00pm</p>  <p><u>Case Management</u> Stop by with any questions! 3:00pm-5:00pm</p>	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:00am-5:00pm</p> <p><u>Class: Stretch Your Dollar with Holiday Decorations</u> 10:00am-12:00pm</p> <p><u>Pumpkin Carving Social</u> Come carve your own pumpkin! Everyone is welcome! 1:00pm-3:00pm</p>  <p><u>Case Management</u> Stop by with any questions! 3:00pm-5:00pm</p>	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:00am-5:00pm</p> <p><u>How to Check for Breast Cancer</u> 10:00am-12:00pm</p> <p><u>Halloween Social</u> Stop by for food and karaoke! 1:00pm-3:00pm</p>  <p><u>Case Management</u> Stop by with any questions! 3:00pm-5:00pm</p>



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Community.
One STEP at a time.





JSCo Monthly Management Report

Monday, September 2023

5:00 PM

BENITO AFFORDABLE/FLC

1. Vacancy:

a) Benito Affordable has 1 vacant unit, keys turned in 8/25/23 processing 2 applicants with another 10 interest letters that went out on 9/3/2023. Out of the 10 letters that were mailed out only one applicant called to say that they were interested. But will be submitting one file to RM/ compliance for review, once approved, schedule move in date.

b) Benito FLC has 1 vacant, 2 applicants in process for back up. Will be submitting file to RM/Compliance for review, once approve, schedule move in date.

2. Audits Pending:

a. HOME Audit has been completed/all findings have been resolved.

b. CTCAC schedule for May 25, 2023/had one finding and it has been corrected and submitted back to CTCAC. Waiting for the closed-out letter from CTCAC.

3. Resident Services:

a. LifeSteps is at the site 2 times a month, total 16 hrs. a month. Has a good turnout for the food distribution that Monterey County Food Bank provides to the sites. LifeSteps is struggling to get services that will bring in residents to participate.

b. Community rooms are open to the public subject to COVID safety protocols. The community room is being reserved by residents at least once a month.

4. Capital Improvement/ maintenance.

a) Received updated proposal for the extra cameras for both sites.

b) Waiting on the window replacement approved work to be done for Benito FLC

c) Waiting on approval for the repair work on upstairs walkway for BEA/BEF

d) Waiting for the bark quote to be approved for Benito Affordable.

e) Daycare is waiting for the chain link fence to be repair



MONTEREY AFFORDABLE

1. Vacancy:
 - a. Unit 245, Vacant. Processing applicants
2. Reporting & Audits: CTCAC 2023 Audit completed, close out letter pending.
3. Resident Services:

Life Steps is active:

- i. After school Program Coordinator, Severo Gasca, Mon- Friday 4:15-7 pm
 - ii. Director of Social Services, Sheila Morales, / Every other Tuesday (Twice Monthly)
4. Community rooms open to the public.
 5. Capital Improvement/ maintenance.
 - a. King City Glass on-site windows replacements: Pending HA Approval
 - b. Internet Upgrade: installation completed by: Core surveillance.
 - c. Mulch, wood chips quotes submitted/ Pending Approval: Mission Lawn, Tree Brothers, Smith and Enright
 - d. Mr. Clean Vinyl Flooring Removal/ Installation: Proposal Pending: Units:
 - e. 1308; 2 Bathroom Floors
 - f. 1316; 1 Bathroom Floor
 - g. 249; 2 Bathroom Floors
 - h. 1353; 1 Bathroom Floor
 - i. MBS: Printer Upgrade proposal bid about to expire: 9/30/23.

RIPPLING RIVER

1. Vacancy:
 - a. 2 vacant units, Unit 528 needs major floor repairs -awaiting approval for work. Unit 912 surrendered the unit on 8/29/23.
2. Reporting & Audits Pending
 - a. Reporting & Audits Pending: Berkadia Mortgage Inspection -3 findings.
 - i. Add a French drain behind building 3(pending bids)
 - ii. The elevator continues to make loud screeching noises. Contacted Celia, our Account Manager, for direction and quotes for Elevator maintenance cleanup. (Received two bids pending approval)
 - iii. Repair the loading zone area -several broken pavement areas (received bids pending approval.)



- a. Backflow testing completed 7/11/23, 4 devices passed 1 failed, pending information from Tynan Backflow Testing. Will contact Tri-County Fire for repair.

3. Resident Services:

- a. Life Steps-onsite provides case management and social services.
- b. Community rooms are open to the public. Resident Association holds monthly meetings, special events, Bingo, and Movie Matinees just added Open mic and Saturday brunch.
- c. Food Bank is managed by Resident Services on the 1st & 3rd of each month.

4. Capital Improvement/ maintenance.

- a. The generator switch is scheduled for repairs on 10/3/23.
- b. Haro and Kasunic Engineers, Chris George, lead Geo Technical Engineer is waiting for the final geologist's report.
- c. Annual unit inspections completed 9/18/23.
 - d. 2 Sensor lights were added and replaced with two parking lights - work completed by El Camino Electric.
 - e. Termites found in the community room, IPM Specialist completed treatment services 8/28/23.
 - f. laundry rooms are getting a new paint job, recently finished the repainting outside furniture job to be completed by 9/30/23.

FANOE VISTA APARTMENTS

1. Vacancy:

- a. 1 Vacant unit, ready for HA inspection – Processing applicants, Obtaining new list.

2. Reporting & Audits Pending

- a. CTCAC Audit completed 6/13/23 -2 findings, Corrections submitted on 7/31/23 waiting on close out letter.

3. Resident Services: Services: Life Steps: On site Mondays 10-5:30pm -Edith Rodriguez

- a. After School program in session *temporary hours Mon, Tues & Thursdays 2:00-4:00 pm
- b. Community rooms are open.

4. Capital Improvements/ maintenance: Landscaping proposals for SOD and additional work needed,



- New proposals pending for Property Signage, Proposals to have parking lot resurfaced.

TYNAN VILLAGE APARTMENTS

1. Vacancy:
 - a. 2 vacant units, 2 upcoming vacancies. 2 files submitted to compliance. Waiting for PBV wl and update from HACM for PBV unit. Unit is ready for inspection.
2. Reporting & Audits Pending
 - a. Alliant-pending close-out letter from 1/12/23 audit.
 - b. City of Salinas 2020 audit in progress. 2019 closed and complete.
 - c. HCD audit 8/23/23-Complete-all findings cured and closed.
3. Resident Services
 - a. Afterschool Program scheduled daily from 3-5 PM.
 - b. 3 Interns assisting Resident Service Coordinator with program.
 - c. Halloween plans are confirmed. Management will host a costume parade, trunk-or-treat, and a pumpkin patch for residents.
4. Capital Improvements/Maintenance
 - a. Irrigation System Repairs complete. Additional work proposals pending. 2 obtained. Pending 1 more.
 - b. Building C stairwell in process of repairs. DKI scaffolding scheduled. Work is scheduled to start. Weekly update meetings with HDC.
 - c. Callboxes installed and fully functional.
 - d. Paint for all hallways and stairways approved and on-hold until further notice.
 - e. Proposals obtained for parking restriping pending HDC approval.
 - f. Cockroach infestations. Working with IPM on issue. Numerous treatments have been performed and are scheduled to continue until the issue is cured.
5. Staffing Update:

Fully staffed.

JSCO Monthly Occupancy Summary for HACM Properties
 Inspection and Audit Record

JSCO Monthly Occupancy Summary for HACM Properties												
Property Name	Total Units	Total Units Occupied	Percent Occupied	Total Units Vacant	Total PBV Units	Total PBV Units Occupied	Total PBV Units Vacant	Security Deposits Received	Apps. in Process	PBS8 Vouchers Residents	HC Vouchers Residents	Apps. on Wait List
Benito Affordable	70	69	97%	1	24	24	0	1	3	27	3	387
Benito FLC	73	72	97%	1	0	0	0	1	3	0	0	65
Fanoe Vista	44	43	98%	1	43	43	1	0	2	43	0	N/A
Monterey Street	52	51	98%	1	9	9	0	0	4	9	3	198
Rippling River	79	77	97%	2	77	77	2	0	2	77	0	25

Tynan Village	171	169	97%	2	42	41	1	2	4	41	31	801
Totals	489	481	97%	8	199	192	9	4	30	190	36	1490

Note: Security Deposits received are from applicants pending approval/move-in.

Compeled Inspections/Audits: Give a narrative (separate page) on findings and corrective measures.

Property	Inspection	Date	Findings Y/N	Comments or corrections	Property	Inspection	Date	Findings Y/N
Benito Affordable	RBC	1/27/2023	no findings	Corrections completed	Monterey Street	CTCAC	6/13/2023	Y
	PBV	5/25/2023	pending			HDC	Union Bank	
	CTCAC	2/16/2023				PBV		
Benito FLC	HOME	1/27/2023	no findings		Rippling River	Berkedia	3/6/2023	N
	RBC	5/25/2023	pending			HOME	4/3/2023	N
	HACM					Housing Authority		
Fanoe Vista	Alliant	11/14/2022	N/A	Corrections completed, pending close out letter	Tynan	CTCAC	12/19/2022	Pending
	PBV	6/13/2023	Y			City of Salinas	2/14/2023	
	CTCAC					HACM		
	Housing Authority					Alliant	1/12/2023	
				HCD				

9/30/2023		Days Vacant		Benito FLC		Benito Affordable		Fanoe Vista		Monterey St		Rippling River	
unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant
972042	61	417	32	3	62	246	30	528	106	116A	35		
								912	2	421A	14		

JSCO Monthly Occupancy Summary for HACM Properties
Inspection and Audit Record

9/30/2023

Comments

417-(3BR)-Unit became on 8-25-2023 and there are 2 applicants in process, will be sending out another 10 notices to have as backup for this unit. Out of the 10 only one applicant called to say that they were interested. But will be submitting a file to RM/Compliance for review, once approve, schedule move in date.

Unit 972042- running 3 applicants, and two are for back up for this unit. Will submit file to RM/Compliance for review, if approved, will schedule move in date.

Unit 3- Processing 2 applicants & New wait list requested

246 (3bd) Processing 3 applicants. Pending compliance approval for applicant 1

528- Needs major repairs- Offline, Applicant in process for unit 912 scheduled to move in 10/3/2023.

JSCO Monthly Occupancy Summary for HACM Properties
Inspection and Audit Record

1 (3bdrm TC) 1 file in compliance, 2 pending docs. 1 (2bdrm PBV) 1 file approved (per HACM client is not eligible), 1 in compliance. Pending additional WL from HACM. Unit ready for inspection. No updates from HACM.

Comments or Corrections
Corrections completed, pending close out letter
3 Property area need repair
Corrections done, pending close out letter Uploading 2019 data to CDS Desk audit files sent 1/12/23

Tynan Village



Tynan Village

A P A R T M E N T S

323 Front Street, Ste 111 • Salinas, CA 93901 • 831-757-3192



BULLETIN BOARD

Tynan Staff Members

Property Manager

Michelle Verdin

Assistant Property Manager

Vanessa Almeyda

Occupancy Specialist

Analise Martinez

Resident Coordinator

Danielle Collazo

Lead Maintenance

Jose Astorga

Important Numbers

After-Hours

Emergency

831.755.5711

Security

831.769.1779

On-site Security

831.783.7388

Nonemergency

Dispatch

831.758.7321



K1497MS

OCTOBER 2023



NOTES & NEWS

Callboxes

Callboxes are now updated. We ask that residents do not damage or play with the callboxes.

Callboxes

Los callboxes están actualizados. Pedimos que los residentes no dañen ni jueguen con los callboxes.

Garbage

Garbage has been an ongoing issue on the property. We ask that you dispose of your garbage in the dumpsters located by the parking garage. Failure to do so will result in a lease violation and possible termination.

Basura

Basura es una problema constante en la propiedad. Pedimos que deseche su basura en los contenedores de basura ubicados. Contrario, resultará en una violación del contrato de arrendamiento y posible terminación.



HIGHLIGHTS

Halloween Party

Management will be hosting Halloween festivities for residents on October 31. Grade school residents interested in participating, meet in the community room at 4:45pm, to start off with a costume parade. Following the parade, we will host a trunk-or-treat. To end the night, we will have a pumpkin patch.

Fiesta De Halloween

Administración organizará festividades de Halloween para los residentes, Octubre 31. Residente de la escuela primaria quieren participar, reúne en sala comunitaria a las 4:45pm, para comenzar con un desfile de disfraces. Después, un tronco o golosina. Para terminar la noche, tendremos un huerto de calabazas.

Raffle Winner Ganador De La Rifa

Congratulations to Ruben for winning a brand-new Laptop donated by Xfinity.

Pest Control

Please be prepared for pest control. If any residents are not ready, there will be a charge added to your account.

Control de Plagas

Por favor, prepárese para control de plagas. Residente no está listo, agregará un cargo a su cuenta.

After School Program

The After School Program is now open! Applications are available in the office, Monday through Friday from 9am-5pm.

Programa Despues De Clases

¡El programa extraescolar ya está abierto! Las solicitudes están disponibles en la oficina, lunes a viernes, 9am-5pm.



October 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Rent Due! 1 HopTober Fest! Swank Farms 10am-10pm	2	3 Watercolors for Kids 3rd, 17th, 31st 3:30pm-4:30pm El Gabilan Library	4	5 Avoid LATE FEES PAY RENT NOW!	6 Air Show & Monster Trucks Begins 9am Salinas Municipal Airport	7 Miner Madness Haunted House & Pumpkin Patch Monterey County Fairgrounds 6pm-9:30pm
Air Show Ends 8	9  Celebrate Columbus Day	10	11 OCTOBER IS NATIONAL BULLYING PREVENTION MONTH	12 Food Bank Fall Round Up Salinas Sports Complex 4pm-10pm Clinica De Salud Workshop	13	14 Thomas & Percys Halloween Party Begins Roaring Camp Railroads 9am-5pm
15	16  NATIONAL Boss DAY	17	18	19	20 Kids' Craft & Movie Night 6pm-9pm The Graden Shoppe Hollister, CA	21
22	23	24 National Food Day	25	26 Food Bank National Pumpkin Day	27	28 Haunted Trail Wonder Wood Ranch 6pm-8:30pm
29 Trick-or-Treat Downtown 11am-2pm Thomas & Percys Halloween Party Ends	30	31 Halloween Kids' Halloween Party 5:00-6:30 Meet in Community Room @4:45	<h1>October</h1>			

"This Month In History"

OCTOBER

1925: The National Life and Accident Insurance Company introduces its own radio station, WSM. A little over a month later, the station airs the Barn Dance program, and the Grand Ole Opry is born.

1945: The United Nations is established to maintain international peace and security. The UN took the place of the League of Nations after World War II, going into effect on Oct. 24.

1957: The Brooklyn Dodgers announce that the team is moving to Los Angeles. Although this left many New

Yorkers with broken hearts, the move brought the MLB to the Pacific Coast for the first time.

1968: NASA's Apollo 7 launches humans into space. It was the agency's first manned flight in over a year.

1975: "Live from New York, it's Saturday Night!" George Carlin hosts the first episode of "NBC's Saturday Night." Still on air, the sketch comedy show is now known as "Saturday Night Live" or simply "SNL."

1989: Wayne Gretzky becomes the all-time leading point scorer in the NHL. Surpassing Gordie Howe on Oct. 15, Gretzky still holds this record today with 2,857 points.

1993: Beloved novelist Toni Morrison wins the Nobel Prize in Literature. Receiving the prize for her "visionary force and poetic import," she was the first Black woman to earn this honor.

2014: The podcast boom begins with the debut of "Serial." After only a month, the true-crime series had been downloaded and streamed a record 5 million times.



October 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Rent Due! 1 HopTober Fest! Swank Farms 10am-10pm	2	3 Watercolors for Kids 3rd, 17th, 31st 3:30pm-4:30pm El Gabilan Library	4	5 Avoid LATE FEES PAY RENT NOW!	6 Air Show & Monster Trucks Begins 9am Salinas Municipal Airport	7 Miner Madness Haunted House & Pumpkin Patch Monterey County Fairgrounds 6pm-9:30pm
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15	16  NATIONAL Boss DAY	17	18	19	20 Kids' Craft & Movie Night 6pm-9pm The Graden Shoppe Hollister, CA	21
22	23	24 National Food Day	25	26 Food Bank National Pumpkin Day	27	28 Haunted Trail Wonder Wood Ranch 6pm-8:30pm
29 Trick-or-Treat Downtown 11am-2pm Thomas & Percys Halloween Party Ends	30	31 Halloween Kids' Halloween Party 5:00-6:30 Meet in Community Room @4:45	<h1>October</h1>			

"This Month In History"

OCTOBER

1925: The National Life and Accident Insurance Company introduces its own radio station, WSM. A little over a month later, the station airs the Barn Dance program, and the Grand Ole Opry is born.

1945: The United Nations is established to maintain international peace and security. The UN took the place of the League of Nations after World War II, going into effect on Oct. 24.

1957: The Brooklyn Dodgers announce that the team is moving to Los Angeles. Although this left many New

Yorkers with broken hearts, the move brought the MLB to the Pacific Coast for the first time.

1968: NASA's Apollo 7 launches humans into space. It was the agency's first manned flight in over a year.

1975: "Live from New York, it's Saturday Night!" George Carlin hosts the first episode of "NBC's Saturday Night." Still on air, the sketch comedy show is now known as "Saturday Night Live" or simply "SNL."

1989: Wayne Gretzky becomes the all-time leading point scorer in the NHL. Surpassing Gordie Howe on Oct. 15, Gretzky still holds this record today with 2,857 points.

1993: Beloved novelist Toni Morrison wins the Nobel Prize in Literature. Receiving the prize for her "visionary force and poetic import," she was the first Black woman to earn this honor.

2014: The podcast boom begins with the debut of "Serial." After only a month, the true-crime series had been downloaded and streamed a record 5 million times.



Fanoe Vista

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: John Stewart Company

Director of Social Services: Martha Rodriguez

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Administrative Comments

During this period, LifeSTEPS observed the Labor Day holiday. Due to the holiday(s) and staff scheduling, After School Program hours were reduced. Due to the holiday(s), Service hours were reduced. ASP shortages due to staff scheduling will be made up. Service make-up hours were applied during this period.

Service Requirements

CTCAC: Adult Educational Classes 84 hours per year, After School Programs 10 hours per week

DSS Site Visits

Sep 11, 2023

Sep 18, 2023

Sep 25, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 11, 2023	JOBS: Teamwork to Win	12	0.25
Sep 18, 2023	JOBS: Workers with Disabilities	12	0.25
Sep 25, 2023	Parenting: Heart-to-Hearts	12	0.25

Totals 36 0.75

Additional Services and Education

Date	Topic	Participants	Hours
Health and Wellness			
Sep 11, 2023	Food Distribution: Food Bank Distribution	18	2.00
Subtotal for Health and Wellness		18	2.00

Totals 18 2.00

After School Program

LifeSTEPS provides an after school program that provides a safe, caring, and academically challenging environment in which children may develop their self-esteem, creativity, learning and social skills through the use of age-appropriate activities and materials. The children concentrate on homework and academics for the first portion of each meeting. After completion of homework, the children participate in activities from the LifeSTEPS' After School Program Curriculum.

Program Coordinator(s): Severo Gasca Pantoja

Week Ending Date	Activities from LifeSTEPS Curriculum	Participants for Week	Class Hours for Week
Sep 09, 2023	Art Activities Holiday Activities	6	4.00
	Physical Activities Homework		

Week Ending Date	Activities from LifeSTEPS Curriculum		Participants for Week	Class Hours for Week
Sep 16, 2023	Art Activities Physical Activities	Teambuilding Activities Homework	8	4.00
Sep 23, 2023	Art Activities Physical Activities	Teambuilding Activities Homework	14	6.00
Sep 30, 2023	Art Activities Holiday Activities	Physical Activities Teambuilding Activities	19	6.00

Totals **47** **20.00**

Individualized Case Management Services

Date	Topic	Residents	Hours
Sep 11, 2023	Employment Job Skills	12	3.00
Sep 11, 2023	Computer/Technology	2	0.75
Sep 18, 2023	Employment Counseling	12	3.00
Sep 25, 2023	Education K-12	12	3.00
Sep 25, 2023	Computer/Technology	1	0.50

Totals **39** **10.25**

Social Service Coordination

Date	Administration Type	Hours
Sep 11, 2023	Service Coordination Administration	1.00
Sep 18, 2023	Service Coordination Administration	1.50
Sep 25, 2023	Service Coordination Administration	1.25

Total **3.75**

Donations

Date	Donor	Item Donated	Value
Sep 11, 2023	Food Bank of Monterey	Food Commodities	\$180.00

Total **\$ 180.00**

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 18, 2023	Socials, General: Pizza Social	13	2.25
Sep 25, 2023	Socials, General: September Birthday Social	11	2.00

Totals **24** **4.25**

Percent of units served during the past 12 months: 93.2%

Resident Services in Action



Pizza Social
Sep 18, 2023



September Birthday Social
Sep 25, 2023

October 2023

Fanoe Vista

Join us for Homework Support, Arts and Crafts, Fun, Educational Activities, Organized Play, and Much More!

After School Club

For Ages 5-18 living in this building.

Please register in the community room with

Severo Gasca, Program Coordinator

Monday, Tuesday & Thursday

2:00 pm – 4:00 pm

Teen Club

For Ages 13-18 living in this building.

Please register in the community room with

Severo Gasca, Program Coordinator.

Monday, October 16, 2023

2:00 pm – 4:00 pm



Empowerment. Impact. Community.
One STEP at a time.

If you need assistance, contact Edith Rodriguez at, or visit her in the community room during any posted date. You may also call our Resident Message Line 855-395-4463.

Meetings and Classes will be held
in the community room.

Edith Rodriguez
Director of Social Services
831-296-2199

Resident Message Line:
855-395-4463

Fanoe Vista



Drop by or call for appointment

Monday, October 2	Monday, October 9	Monday, October 16	Monday, October 23
<p><u>Social Services:</u> DSS, will be available by email or phone between 9:30am-5:00pm</p> <p><u>Class: Stretch Your Dollar at Halloween</u> 10:00am-12:00pm</p> <p><u>Food Distribution</u> 1:00pm-3:00pm</p>  <p><u>Case Management</u> Stop by with any questions! 3:00pm-5:00pm</p>	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:30am-5:00pm</p> <p><u>Class: Spiritual Self Care</u> 10:00am-12:00pm</p> <p><u>Case Management</u> Stop by with any questions! 1:00pm-3:00pm</p> <p><u>Painting Social</u> Everyone is welcome! 3:00pm-5:00pm</p> 	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:30am-5:00pm</p> <p><u>Class: JOBS Changing Careers</u> 10:00am-12:00pm</p> <p><u>Case Management</u> Stop by with any questions! 1:00pm-3:00pm</p> <p><u>Pumpkin Carving Social</u> Come carve your own pumpkin! Everyone is welcome! 3:00pm-5:00pm</p> 	<p><u>Social Services:</u> DSS, will be available by email or phone between 9:30am-5:00pm</p> <p><u>Case Management</u> Stop by with any questions! 10:00am-12:00pm</p> <p><u>Class: Get the Most Out of Your Doctor's Visit</u> 1:00pm-3:00pm</p> <p><u>Halloween Social</u> Stop by for some treats! 3:00pm-5:00pm</p> 



Life Skills Training & Educational Programs

Empowerment. Impact.
Community.
One STEP at a time.

Monday, Tuesday, Thursday
2:00pm-4:00pm





Empowerment. Impact. Community.
One STEP at a time.

3247 Ramos Circle Sacramento, CA 95827
916-965-0110, Fax: 916-965-0102
www.LifeSTEPSusa.org

Monterey Street & Benito Street

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: John Stewart Company

Director of Social Services: Sheila Morales

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Administrative Comments

During this period, LifeSTEPS observed the Labor Day holiday. Due to the holiday(s), After School Program hours were reduced. Due to staff scheduling, Service hours were reduced. After School Program make-up hours were applied during this period.

DSS Site Visits

Sep 05, 2023

Sep 11, 2023

Sep 26, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 05, 2023	Parenting: Heart-to-Hearts	10	3.25
Sep 11, 2023	JOBS: Teamwork to Win	10	2.25

Totals 20 5.50

Additional Services and Education

Date	Topic	Participants	Hours
Health and Wellness			
Sep 05, 2023	Exercise: Healthy Exercise	10	3.50
Sep 11, 2023	Parenting: Diabetes and Healthcare	10	1.00
Sep 11, 2023	Food Distribution: Food Bank Distribution	16	3.25
Sep 26, 2023	Nutrition: Health Quiz	10	2.00
Sep 26, 2023	Exercise: Healthy Exercise	10	2.75
Subtotal for Health and Wellness		56	12.50

Totals 56 12.50

After School Program

LifeSTEPS provides an after school program that provides a safe, caring, and academically challenging environment in which children may develop their self-esteem, creativity, learning and social skills through the use of age-appropriate activities and materials. The children concentrate on homework and academics for the first portion of each meeting. After completion of homework, the children participate in activities from the LifeSTEPS' After School Program Curriculum.

Program Coordinator(s): Severo Gasca Pantoja

Week Ending Date	Activities from LifeSTEPS Curriculum	Participants for Week	Class Hours for Week
Sep 02, 2023	Art Activities Holiday Activities	Teambuilding Activities	6 3.00

Week Ending Date	Activities from LifeSTEPS Curriculum		Participants for Week	Class Hours for Week
Sep 09, 2023	Art Activities Holiday Activities Physical Activities	Teambuilding Activities Outreach and Recruitment Homework	21	11.50
Sep 16, 2023	Art Activities Holiday Activities Math Puzzles/Activities Physical Activities	Science Puzzles/Activities Teambuilding Activities Homework	23	14.50
Sep 23, 2023	Art Activities Leadership Development Math Puzzles/Activities	Physical Activities Science Puzzles/Activities Homework	24	14.50
Sep 30, 2023	Art Activities Math Puzzles/Activities Physical Activities	Science Puzzles/Activities Teambuilding Activities Homework	27	14.00

Totals **101** **57.50**

Social Service Coordination

Date	Administration Type	Hours
Sep 05, 2023	Service Coordination Administration	0.25
Sep 19, 2023	Recording Needs Assessment Surveys	1.50

Total **1.75**

Donations

Date	Donor	Item Donated	Value
Sep 11, 2023	Food Bank of Monterey	Food Commodities	\$160.00

Total **\$ 160.00**

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 11, 2023	Socials, General: Assessment Raffle Giveaway	11	1.25
Sep 26, 2023	Socials, General: Healthy Goodie Bags	47	3.25

Totals **58** **4.50**

Percent of units served during the past 12 months: 82.1%

Resident Services in Action



Assessment Raffle Giveaway Winner

Sep 11, 2023



Benito Affordable/FLC



OFFICE HOURS
MONDAY - FRIDAY
8:30 AM TO 4:30 PM

HORARIO
lunes - viernes
8:30 AM a 4:30 PM



Halloween Spooky Bags
Come get your free goodie bags!
Everyone is welcome!
10/24/23 from 3-4:00pm



Bolsas espeluznantes de Halloween
¡Ven por tus bolsas de regalos gratis!
¡Todos son bienvenidos!
24/10/23 de 3-4:00 pm



425 Benito Street, Soledad, CA 93960 PH: 831.678.8852 FX: 831.678.1702 benitoflc@jSCO.net

LIFESTEPS PRESENTS

FOOD Distribution!

2:30pm
Quantities are limited*

Where? Donde?
In the Activity Room!
En el cuarto de actividades!

425 BENITO ST.
SOLEDAD, 93960

When? Cuando?
~~August 14~~
~~September 11~~
October 9
November 13
December 11



Life Skills Training & Educational Programs

Sheila Morales
Director of Social Services
831-204-2172

Meetings and Classes
are held in the
community room.

Resident Message Line:
855-395-4463
Drop by or call for appointment

Monday, October 9

Social Services: DSS, will be available by email or phone between 9:00 am -4:30 pm

National Breast Cancer awareness Month
Let's learn about the second leading killer of women in the U.S
10:00am-12:00pm

Let's Learn Healthy Meditation Techniques
1:00pm-2:00pm

Food Distribution
Free Groceries!
2:00pm- 4:00pm

Tuesday, October 24

Social Services: DSS, will be available by email or phone between 9:00 am -4:30 pm

Heart Disease
Let's learn about the #1 leading killer of women in the U.S
10:00am-12:00pm

Halloween Safety Tip!
Let's learn safety measures on Halloween!
1:00 pm-2:00pm

Halloween Spooky Bags
Come get your free goodie bags!
Everyone is welcome!
3:00 pm-4:00pm



**MAINTENANCE AFTER-HOURS EMERGENCIES
CALL 678-8852**



**EMERGENCIAS DE MANTENIMIENTO FUERA DEL HORARIO
LLAME AL 678-8852**

CALL 911

IMMEDIATELY IF YOU OR A PERSON NEARBY ARE EXPERIENCING AN EMERGENCY MEDICAL SITUATION, A FIRE, ELECTRICAL OR CHEMICAL EMERGENCY, DO NOT FEEL SAFE, OR ARE IN PERSONAL DANGER.

**SOLEDAD POLICE NON-EMERGENCY
831-755-5111. PRESS 1 FOR ENGLISH, 2 FOR SPANISH, THEN PRESS 3 FOR SOLEDAD PD**



CALL PG&E 1-800-743-5000

**Child Abuse Prevention Center
831-755-4661**

**Adult Protective Services
1-800-510-2020**

**Soledad PD Victim Assistance Advocate
Elizabeth Aguilar 831-223-5126**

**YWCA Monterey County Domestic Violence
831-372-6300 or 831-757-1001**



WHAT IS LifeSTEPS? LifeSTEPS serves families living in affordable housing communities through social services and educational programs. LifeSTEPS is a private nonprofit organization that develops and implements effective social services and education programs.

¿QUÉ ES LifeSTEPS? LifeSTEPS sirve a familias que viven en comunidades de viviendas asequibles a través de servicios sociales y programas educativos. LifeSTEPS es una organización privada sin fines de lucro que desarrolla e implementa servicios sociales y programas educativos efectivos.



Dial 211: they will connect callers with trained referral specialists in our area.



(831) 223-5178



(831) 422-0602



CET is a trade school that provides training and skills in several different careers. Start yours today!

Call CET for more details at (831) 678-0448

Rental assistance available (must work in agriculture). Contact Management for rental assistance referral form.



(831) 755-4448



**City of Soledad
(831) 223.5178**



1-866-901-3212

Meetings and Classes will be held in the community room.

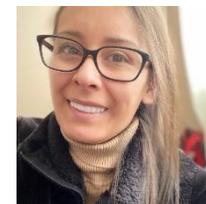
Sheila Morales
Director of Social Services

831-204-2172

Resident Message Line:
 855-395-4463

Drop by or call for appointment

Monterey & Benito



Tuesday, October 3	Monday, October 9	Tuesday, October 17	Tuesday, October 24
<p>Social Services: DSS, will be available by email or phone between 9:00 am -4:30 pm (Monterey)</p> <p>Class: Stretch Your Dollar at Halloween 10:00am-12:00pm</p> <p>National Breast Cancer Awareness Month Let's learn about the second leading killer of women in the U.S 1:00 pm-3:00pm</p> <p>Benefits of Pumpkin and Pumpkin Seeds Learn about all the nutritional benefits of pumpkins. 3:00pm-4:00pm</p>	<p>Social Services: DSS, will be available by email or phone between 9:00 am -4:30 pm (Benito)</p> <p>National Breast Cancer awareness Month Let's learn about the second leading killer of women in the U.S 10:00am-12:00pm</p> <p>Let's Learn Healthy Meditation Techniques 1:00pm-2:00pm</p> <p>Food Distribution Free Groceries! 2:00pm- 4:00pm</p> 	<p>Social Services: DSS, will be available by email or phone between 9:00 am -4:30 pm (Monterey)</p> <p>Class: JOBS Changing Careers 10:00am-12:00pm</p> <p>Emotional Intelligence Awareness Learn and grow! 1:00pm-3:00pm</p> <p>Halloween Celebration Come get your free goodie bags! Everyone is welcome! 3:00pm – 4:00pm</p>	<p>Social Services: DSS, will be available by email or phone between 9:00 am -4:30 pm (Benito)</p> <p>Heart Disease Let's learn about the #1 leading killer of women in the U.S 10:00am-12:00pm</p> <p>Halloween Safety Tip! Let's learn safety measures on Halloween! 1:00 pm-2:00pm</p> <p>Halloween Spooky Bags Come get your free goodie bags! Everyone is welcome! 3:00 pm-4:00pm</p>



Empowerment. Impact.
 Community.
 One STEP at a time.





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One STEP at a time.

3247 Ramos Circle Sacramento, CA 95827
916-965-0110, Fax: 916-965-0102
www.LifeSTEPSusa.org

Rippling River

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: John Stewart Company

Director of Social Services: Sheila Morales

Period Beginning

Sep 01, 2023

Period Ending

Sep 30, 2023

Administrative Comments

Due to staff vacation, Service hours were reduced and will be made up. Service make-up hours were applied during this period.

DSS Site Visits

Sep 07, 2023

Sep 28, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Sep 07, 2023	Thriving In Place (Senior): Older Adult Disaster Preparedness	10	3.25

Totals 10 3.25

Additional Services and Education

Date	Topic	Participants	Hours
Health and Wellness			
Sep 07, 2023	Exercise: Healthy Exercise	10	2.00
Subtotal for Health and Wellness		10	2.00

Totals 10 2.00

Individualized Case Management Services

Date	Topic	Residents	Hours
Sep 07, 2023	Utilities	1	2.00
Sep 28, 2023	Computer/Technology	1	1.00

Totals 2 3.00

Social Service Coordination

Date	Administration Type	Hours
Sep 19, 2023	Service Coordination Administration	1.50

Total 1.50

Community Building Enrichment Activities

Date	Event	Participants	Hours
Sep 07, 2023	Socials, General: Healthy Eating Movie	2	2.25

Date	Event	Participants	Hours
Sep 28, 2023	Socials, General: Birthday Social	7	3.75
Sep 28, 2023	Socials, General: Healthy Eating Movie	1	2.25

Totals **10** **8.25**

Percent of units served during the past 12 months: 100.0%

Tenant Services – September 2023

Community Services Provided:

- Managed free fruit/vegetables/commodities distribution for Oak Park families from Food Bank
- Continued distribution of canned goods from the local Latter Day Saints church to families
- Provided YouthWorks job skills program for teens
- Provided mentoring by phone for YW graduates
- Provided on-campus mentoring for high school students through volunteer
- Tutored elementary school children after school
- Provided elementary school robotics program with mentorship from YW graduate
- Hosted United Way one Saturday enrolling field workers in state grant program
- Distributed produce grown on YW farm by the teens – 414 lbs
- Hosted Monday Club children’s book give-away

<u>Participation</u>	<u>Total</u>
Youth Activities	60
Oak Park 1	61
Oak Park 2	74

Oak Park October 2023

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
						1
3:30 YouthWorks 3:30 Tutoring 4:30 YW Farming	2 4:30 YouthWorks 4:30 Tutoring 4:30 YW Farming	4 4:30 YouthWorks 4:30 Tutoring 4:30 YW Farming	5 4:30 YouthWorks 4:30 YW Farming	6 7	8	
9 4:30 YouthWorks 4:30 Tutoring 4:30 YW Farming	10 4:30 YouthWorks 4:30 Tutoring 4:30 YW Farming	11 4:30 YouthWorks 4:30 Tutoring 4:30 YW Farming	12 4:30 YouthWorks 4:30 YW Farming	13 1:30 Food Distrib 4:30 Youth Group	14 15	
16 3:30 YouthWorks 3:30 Tutoring 4:30 YW Farming	17 4:30 YouthWorks 4:30 Tutoring 4:30 YW Farming	18 4:30 YouthWorks 4:30 Tutoring 4:30 YW Farming	19 4:30 YouthWorks 4:30 YW Farming	20 21	22	
23 3:30 YouthWorks 3:30 Tutoring 4:30 YW Farming	24 4:30 YouthWorks 4:30 Tutoring 4:30 YW Farming	25 4:30 YouthWorks 4:30 Tutoring 4:30 YW Farming	26 4:30 YouthWorks 4:30 YW Farming	27 1:30 Food Distrib 4:30 Youth Group 5:00 Halloween Event	28 29	
30 3:30 YouthWorks 3:30 Tutoring 4:30 YW Farming	31					

MEMORANDUM

To: Board of Commissioners
From: Staci Pierce, Housing Programs Supervisor & Mayra Zesati, Interim Housing Programs Co-Supervisor
Thru: Zulieka Boykin, Executive Director
RE: Housing Programs Report
DATE: October 10, 2023



HCV Updates We spent \$4,133,986 in HAP for the month of September for the HCV programs, \$50,326 in HAP for Mainstream, and \$425,025 in HAP for the Emergency Housing Voucher program.

	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER
<i>Terminations</i>	13	5		
<i>Voided 58's</i>	35	3		
<i>Annual Certs.</i>	83	224		
<i>Interim Certs.</i>	221	133		
<i>Expired VO's</i>	14	20		
<i>Unit Change</i>	23	17		
<i>FSS Enrollment</i>	10	3		
<i>RFTA's Pending Lease</i>	36	7		

Currently, we have 285 voucher holders searching for housing for all programs excluding EHV. The EHV program has 132 voucher holders searching.

We have conducted 138 HQS Inspections for the month of September and continue to working diligently to increase that number. There were 116 HQS inspections reported in PIC for the month of September.

During September, we show 11 units under Zero HAP. We are monitoring income changes prior to the expiration date for HAP contract for retention. We have 1 unit under abatement, pending repairs update.

The Hartnell Mass-Voucher event was held on September 22nd, we successfully vouchered 145 from this event. We are scheduled to have another Mass-Voucher event onsite, on October 17th & 20th.

Project-Based Voucher Program

- ❖ We currently have 680 project-based vouchers issued.

Project Based Voucher	January	February	March	April	May	June	July	August	September	October	November	December
Total units Leased	642	650	668	679	680	674	683	685	680			

Housing Choice Voucher Program

- ❖ Total Waiting List for HCV – **432 applications**
 - **446 Removed**

- **141 Housed**
- **827 In Process**

Issued/Leased Vouchers

2023	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Issued	54	34	35	42	17	122	106	143	221			
Leased	29	19	24	45	50	73	67	77	63			

Emergency Housing Vouchers

- ❖ **Vouchers terminated under the EHV program but not reissued by September 30th will not be available for continued use. According to the EHV Dashboard if our program does not reach 100% utilization by the September deadline, we will lose two vouchers.**
- ❖ Total number of families searching is the following:
 - Total Searching: 221
 - Total Leased: **63**
 - **Briefings are scheduled weekly.**

Foster Youth Initiative Vouchers

- ❖ We are working on the referral process with Community Human Services and the Housing Resource Center to utilize these vouchers. Currently we have two referrals being processed and 3 have been leased.

REVISED
HOUSING CHOICE VOUCHER PROGRAM

(This chart has been revised; the success rate information must be verified before inclusion)
Utilization lease-up percentage rate each month for the following programs:

HCV Program	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded ACC	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917
Total units Leased	3,354	3381	3402	3439	3459	3483	3556	3582	3599			
Unit Utilization	68%	69%	69%	70%	71%	71%	72%	73%	73%			
Success Rate												

VASH Program	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded	324	324	324	324	324	324	324	324	324	324	324	324
Total units leased	225	228	229	231	241	251	251	258	261			
Unit Utilization	69%	70%	71%	71%	74%	77%	77%	80%	81%			
Success Rate												

Mainstream Voucher	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded	59	59	59	59	59	59	59	59	59	59	59	59
Total units Leased	22	20	20	22	24	25	29	33	39			
Unit Utilization	37%	34%	34%	37%	41%	42%	49%	56%	66%			
Success Rate												

Family Unification	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded	42	42	42	42	42	42	42	42	42	42	42	42
Total units Leased	35	37	36	35	36	37	39	39	39			
Unit Utilization	83%	88%	86%	83%	86%	88%	93%	93%	93%			
Success Rate												

Emergency Housing Voucher	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded	269	269	269	269	269	269	269	269	269	269	269	269
Total units Leased	79	89	114	141	151	162	190	204	220			
Unit Utilization	29%	33%	42%	52%	56%	60%	71%	76%	81%			
Success Rate												

Foster Youth Initiative Voucher	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded	65	65	65	65	65	65	65	65	65	65	65	65
Total units Leased	0	0	0	0	0	0	0	1	2			
Unit Utilization	0%	0%	0%	0%	0%	0%	0%	1.5%	3%			
Success Rate												

Cumulative Overall, Success Rate: 69%-----Total Vouchers awarded including Mainstream is: 4,917.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Financial Management Center
2380 McGee Street, Suite 400
Kansas City, MO 64108-2605

OFFICE OF PUBLIC AND INDIAN HOUSING

October 4, 2023

CA033
COUNTY OF MONTEREY HSG AUTH
123 RICO STREET
SALINAS, CA 93907

Dear Executive Director:

SUBJECT: Mainstream Voucher Program Administrative Fees (8F) Funding-Proration adjustment.

This is to notify you that additional funds have been obligated to your PHA as identified below. These funds are from an adjustment to 95% proration for administrative fees. There will be a disbursement scheduled of these funds immediately.

Attached is your Notice to Amend the Consolidated Annual Contributions Contract (CACC) with revised funding exhibits reflecting the change(s) described above. The amendment notice and revised funding exhibits should be filed with your most recent CACC. No execution by HUD or your PHA is required.

Public housing agencies receiving an increment in excess of \$100,000 in Budget Authority (BA) are required to submit Form HUD-50071, Certification of Payments to Influence Federal Transactions, and if applicable, Form SF-LLL, Disclosure of Lobbying Activities. If this letter notifies you of a renewal in excess of \$100,000, and your PHA has not submitted the Form(s) HUD-50071 (and SF-LLL where applicable) for your current fiscal year; the documents must be submitted to your local field office and Financial Analyst at the Financial Management Center (FMC) within 30 days of the date of this letter. These forms are located on the Internet at the following addresses:

Form HUD-50071

<https://www.hud.gov/sites/documents/50071.PDF>

Form SF-LLL

https://www.hud.gov/sites/documents/19161_SF-LLL.PDF

Please contact your Financial Analyst at the FMC if you have any questions.

Sincerely

Nebyu F. Tilahun  Digitally signed by Nebyu F. Tilahun
DN: CN = Nebyu F. Tilahun, C = US,
O = Financial Management Center,
OU = Division Director.
Reason: I am approving this document

Division Director

Enclosure(s)

Memo Reference: 23-321

Increment Number Table

U. S. Department of Housing and Urban Development
Office of Public and Indian Housing

Housing Choice Voucher Program

Section 8

October 4, 2023

Admin Fee Funding Increment Number	BA Assigned	Effective Date	Term (Months)
CA0338F0028	\$698	9/1/2023	1

**Consolidated
Annual Contributions Contract**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Housing Choice Voucher Program

Section 8

**HUD NOTICE TO HOUSING AGENCY AMENDING
CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT**

**Housing Agency: CA033
COUNTY OF MONTEREY HSG AUTH**

In accordance with Paragraph 2.c. of the Consolidated Annual Contributions Contract between HUD and the HA, you are notified that the funding exhibits of the Consolidated Annual Contributions Contract is hereby revised to add a new funding increment as provided in the attached revised funding exhibit. (This notice adds one or more funding increments listed on the attached funding exhibit.)

The revised funding exhibit is attached to this HUD notice. This revised funding exhibit replaces and revises the prior funding exhibit.

In accordance with Paragraph 2.d. of the Consolidated Annual Contributions Contract, this HUD notice and the attached funding exhibit constitutes an amendment to the Consolidated Annual Contributions Contract.

United States of America

Secretary of Housing and Urban Development
Authorized Representative

Date of Document:

Robert H. Boepple, Director
Financial Management Center

10/4/2023

Form HUD-52520A (12/97)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 PIH SECTION 8 - FUNDING EXHIBIT
 PROGRAM-BASED

ACC NUMBER: CA033

FIELD OFFICE: 9APH

CA033
 COUNTY OF MONTEREY HSG AUTH
 123 RICO STREET
 SALINAS, CA 939070000

HA FISCAL YEAR-END: 06/30

PROGRAM TYPE: Mainstream

FUNDING INCREMENT NUMBER	FIRST DAY OF TERM	LAST DAY OF TERM	CONTRACT TERM	BUDGET AUTHORITY	UNITS
CA0338F0016	10/1/2021	10/31/2021	1	2,194	N/A
CA033DV0015	10/1/2021	10/31/2021	1	29,674	29
CA0338F0017	11/1/2021	12/31/2021	2	5,052	N/A
CA033DV0016	11/1/2021	12/31/2021	2	59,348	29
CA0338F0018	1/1/2022	2/28/2022	2	5,034	N/A
CA033DV0017	1/1/2022	2/28/2022	2	66,392	29
CA0338F0019	3/1/2022	3/31/2022	1	2,517	N/A
CA033DV0018	3/1/2022	3/31/2022	1	33,196	29
CA0338F0020	4/1/2022	4/30/2022	1	2,658	N/A
CA033DV0019	4/1/2022	4/30/2022	1	29,238	29
CA033DV0020	4/1/2022	4/30/2022	1	4,762	N/A
CA0338F0021	5/1/2022	5/31/2022	1	2,658	N/A
CA0338FR421	5/1/2022	5/31/2022	1	398	N/A
CA033DV0021	5/1/2022	5/31/2022	1	34,000	29
CA0338FR122	9/1/2022	9/30/2022	1	1,384	N/A
CA0338F0022	6/1/2022	10/31/2022	5	13,770	N/A
CA033DV0022	6/1/2022	10/31/2022	5	183,970	29
CA0338FR222	11/1/2022	11/30/2022	1	756	N/A
CA0338F0023	11/1/2022	12/31/2022	2	5,908	N/A
CA033DV0024	11/1/2022	12/31/2022	2	73,586	29
CA0338F0024	1/1/2023	2/28/2023	2	5,820	N/A
CA033DV0025	1/1/2023	2/28/2023	2	66,270	29
CA0338F0025	3/1/2023	3/31/2023	1	2,895	N/A
CA0338FR322	3/1/2023	3/31/2023	1	334	N/A
CA033DV0026	3/1/2023	3/31/2023	1	32,963	29
CA0338F0026	4/1/2023	4/30/2023	1	2,895	N/A
CA033DV0027	4/1/2023	4/30/2023	1	32,963	29
CA033DV0030	5/1/2023	5/31/2023	1	4,280	N/A
CA033DV0023	9/1/2022	8/31/2023	12	449,172	30
CA0338F0028	9/1/2023	9/30/2023	1	698	N/A

FUNDING INCREMENT NUMBER	FIRST DAY OF TERM	LAST DAY OF TERM	CONTRACT TERM	BUDGET AUTHORITY	UNITS
CA0338F0027	5/1/2023	10/31/2023	6	17,046	N/A
CA033DV0028	5/1/2023	10/31/2023	6	344,705	29
CA033DV0029	9/1/2023	10/31/2023	2	1	30
CA0338F0029	11/1/2023	12/31/2023	2	5,404	N/A
CA033DV0031	11/1/2023	12/31/2023	2	110,626	59

MEMORANDUM



TO: Board of Commissioners
FROM: Julio Hernandez & Carol Cordova-Anderson
THRU: Zulieka Boykin, Executive Director
RE: **FSS September Report**
DATE: October 10, 2023



FSS Participation and Graduations:

1 Graduate September.

1 Forfeit account of \$27,674.25.

We had 9 FSS enrollments in September for a total of 90 Participants.

Community Outreach and FSS Presentations:

Attended on Wednesday, September 6th: Grand opening for Soledad Housing Resource Center.

Current Actions and Activities.

Met with 2024 participants who will be graduating to ensure they are on track to meet their graduation requirements.

We had our 2nd meeting to Develop an action plan with Monterey County Health Services to start a mobile Clinic.

Future Goals and Plans:

We plan to have a local bank to promote financial literacy for our families.

Continue our efforts to reach out to the community and develop better relationships with other Agencies.

Attend more beneficial training sessions for the FSS program.



CLOSED SESSION

The Board of Commissioners will meet in Closed Session for the following purpose and reason:

- A. Government Code Section 54957.6: This section permits closed session discussions of labor negotiations with employee organizations representing employees of the public housing board or agency.
- B. Government Code Section 54597: This section permits closed session discussions of certain matters relating to public employment, including personnel matters, evaluations, and disciplinary actions.
- C. Government Code Section 54956.9(d)(2): This section permits closed session discussions of certain matters relating to litigation involving the public housing board or agency.
- D. Government Code Section 54956.9(d)(2): This section permits closed session discussions of certain matters relating to litigation involving the public housing board or agency.



COMMISSIONER COMMENTS

&

ADJOURNMENT



**AGENDA
HYBRID BOARD MEETING FOR
THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS**

DATE: MONDAY, OCTOBER 23RD, 2023
TIME: 6:00 P.M. (Or immediately following the HACM Regular Board Meeting)
LINK: <https://us02web.zoom.us/j/3501891938?pwd=N3d4QWM3MjRQQUtnYnYwZ3dtekxDdz09>
Phone: (669) 900-6833 (*9 to raise hand, *6 to unmute)
Meeting ID: 350 189 1938
Passcode: 438419

LOCATION: Housing Authority of the County of Monterey
Central Office
123 Rico Street
Salinas, CA 93907

ALTERNATE LOCATIONS WITH ZOOM CONNECTON OPEN TO THE PUBLIC:

*10855 Ocean Mist parkway, Castroville CA 95012
Kevin Healy's Open Meeting Location*

*SE Corner of Carpenter St and 3rd Ave, Carmel, CA, 93921
Hans Buder's Open Meeting Location*

1. CALL TO ORDER

2. ROLL CALL

	<u>PRESENT</u>	<u>ABSENT</u>
Chair Kevin Healy	_____	_____
Vice Chair Francine Goodwin	_____	_____
Director Kathleen Ballesteros	_____	_____
Director Hans Buder	_____	_____
Director Maria Orozco	_____	_____
Director Yuri Anderson	_____	_____
VACANT, Director	_____	_____

3. COMMENTS FROM THE PUBLIC

4. CONSENT AGENDA

Items on the Consent Agenda are considered routine and, therefore, do not require separate discussion. However, if discussion is necessary or if a member of the public wishes to comment on any item, the item may be removed from the Consent Agenda and considered separately.

Questions for clarification may be made by Directors without removal from the Consent Agenda. The Consent Agenda is adopted in one motion.

A. Minutes - Approval of Minutes of the HDC Board Meeting held on September 25, 2023.

5. NEW BUSINESS

- A. HDC – MDC – 230: Resolution of the Board of Directors of the Monterey County Housing Authority Development Corporation (HDC) Authorizing Access to Accounts held by HDC with Pinnacle Bank
- B. Election of Officers

6. INFORMATION

- A. Property Management Report
- B. Development Report

7. DIRECTOR COMMENTS

8. ADJOURNMENT

This agenda was posted on the Housing Authority’s Bulletin Boards at 123 Rico Street, Salinas, CA.
The Board of Directors will next meet at the Regular Board Meeting on November 27, 2023, at 6:00 p.m.



ACTION
MINUTES OF THE REGULAR BOARD MEETING OF
THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION
HELD SEPTEMBER 25, 2023

SUMMARY ACTION MINUTES

Based on guidance provided by Centers for Disease Control Prevention, Monterey County Public Health officials and Governor Newsom’s Executive Orders, in-person meetings are suspended until further notice. This meeting was conducted via the Zoom video conference platform and by phone.

1. CALL TO ORDER:

Chair Healy called the meeting to order at 7:27 p.m.

2. ROLL CALL:

PRESENT:

Chair Kevin Healy
Vice Chair Francine Goodwin

Director Hans Buder
Director Maria Orozco
Director Yuri Anderson

ABSENT:

Director Kathleen Ballesteros

Also present: Zulieka Boykin, Executive Director; Jose Acosta, Director of Property Management; James Maynard-Cabrera, Director of Human Resources, Michael Underwood, Director of Finance; Mayra Zesati, Asset Manager; Nora Ruvalcaba, Development Analyst.
Recorder: Gabriela Rivero

3. COMMENTS FROM THE PUBLIC

None

4. CONSENT AGENDA

Items on the Consent Agenda are considered routine and, therefore, do not require separate discussion. However, if discussion is necessary or if a member of the public wishes to comment on any item, the item may be removed from the Consent Agenda and considered separately. Questions for clarification may be made by Commissioners without removal from the Consent Agenda. The Consent Agenda is adopted in one motion.

A. Minutes - Approval of Minutes of the HDC Board Meeting held on August 28, 2023.

No request to pull items from the Consent Agenda. Upon motion by Director Buder, seconded by Director Orozco, the Board of Directors moved to approve items listed in the Consent Agenda. Motion carried with the following roll call vote:

AYES: Healy, Goodwin, Buder, Orozco

NOES: None

ABSENT: Ballesteros

ABSTAIN: Anderson

5. INFORMATION

A. Property Management Report – Presented by Jose Acosta, Director of Housing Management.
No additional items to report from the HACM meeting.

B. Development Report – Presented by Carolina Sahagun-Gomez, Director of Development
No additional items to report from the HACM meeting.

6. COMMISSIONER COMMENTS

The commissioners expressed their collective gratitude to all participants in today's meeting. Chair Healy took a moment to announce that HDC elections are scheduled for October. Additionally, Chair Healy proposed the idea that, with a nearly complete board once more, the commissioners should contemplate organizing a retreat for the HDC Directors.

7. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 7:31 p.m.

Respectfully submitted,

Gabriela Rivero
Executive Assistant/Clerk of the Board

Chairperson

ATTEST:

President/CEO

Date

MEMORANDUM

TO: Board of Directors
FROM: Zulieka Boykin, President/CEO
RE: **Resolution MDC-230 – Authorizing Access to Accounts**
Held by HDC with Pinnacle Bank
DATE: October 20, 2023



Resolution MDC-230 addresses crucial financial and administrative matters, summarized below:

Consolidation and Leadership Change: This resolution acknowledges the consolidation of HDC under HACM, and the change in HDC's leadership structure, with the Executive Director of HACM taking on the role of President/CEO.

Key Objectives: Resolution MDC-230 seeks to modify signatories on HDC bank accounts with Pinnacle Bank. It involves the removal of certain signatories (Director Jonathan Wizard, Director of Development Carolina Sahagun-Gomez, and Director Kathleen Ballesteros) and the addition of new ones (Zulieka Boykin, Executive Director, Michael Underwood, Director of Finance, and Hans Buder, Director).

The resolution is vital for our financial operations and organizational continuity.

Board Action: Adopt Resolution MDC-230 – Authorizing Access to Account Held by HDC with Pinnacle Bank

Resolution MDC – 230

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION (HDC) AUTHORIZING ACCESS TO ACCOUNTS HELD BY HDC WITH PINNACLE BANK

WHEREAS, by actions taken on December 21, 2021, and December 23, 2021, the Board of Directors of HDC and the Board of Commissioners of the Housing Authority of the County of Monterey ("HACM") authorized and directed the consolidation and control of HDC under HACM; and

WHEREAS, as a consequence of the aforementioned structural change and in compliance with separate action by the HDC Board on December 23, 2021, the contractual role of President/CEO of HDC was terminated. The Executive Director of HACM, and/or the Interim Executive Director of HACM, now fulfill the role of President/CEO of HDC; and

WHEREAS, the HDC, the Board of Directors wishes to remove Director Jonathan Wizard, Director of Development Carolina Sahagun-Gomez, and Director Kathleen Ballesteros as signatories on any and all HDC bank accounts held with Pinnacle Bank, including but not limited to, (i) Regular Business Checking, (ii) Pinnacle Premium Money Market, (iii) Cash Manager Account (CMS); and

WHEREAS, the Board of Directors further decides to add Zulieka Boykin, Executive Director, Michael Underwood, Director of Finance, and Hans Buder, Director, as signatories on any and all HDC bank accounts (listed below) held with Pinnacle Bank, including but not limited to, (i) Regular Business Checking, (ii) Pinnacle Premium Money Market, (iii) Cash Manager Account (CMS); and

WHEREAS, the adjustments to HDC's bank accounts with Pinnacle Bank, as discussed above, are in the best interest of HDC.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The recitals set forth above are accurate and are integrated into this Resolution by reference.

Section 2. The Board of Directors hereby authorizes and directs the removal of Director Jonathan Wizard, Director of Development Carolina Sahagun-Gomez, and Director Kathleen Ballesteros as signatories to any and all HDC bank accounts held with Pinnacle Bank.

Section 3. The Board of Directors hereby further authorizes and directs the addition of Zulieka Boykin, Executive Director, Michael Underwood, Director of Finance, and Hans Buder, Director as signatories to any and all HDC bank accounts held with Pinnacle Bank.

ATTEST:

President/CEO

Chairperson

Date

PASSED AND ADOPTED this 23rd day of October 2023 upon motion of _____, seconded by _____ and carried by the following vote to-wit:

AYES:

NOES:

ABSENT:

MEMORANDUM



MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION

TO: Board of Directors – Monterey County Housing Authority Development Corporation (HDC)

FROM: Zulieka Boykin, President/CEO

RE: PROCEDURE FOR ELECTION OF DIRECTORS

DATE: October 20, 2023

The Bylaws of the Monterey County Housing Authority Development Corporation (HDC) do not identify the procedures for election of director. The bylaws defer to Robert's Rules of Order for any item not covered by the bylaws. Below is language from Robert's Rules that provide the procedures for election of directors and defines term limits.

“Before preceding to an election to fill an office it is customary to nominate one or more candidates. This nomination is not necessary when the election is by ballot or roll call, as each member may vote for any eligible person whether nominated or not. When the vote is via voice the nomination is like a motion to fill a blank, the different names being repeated by the chair as they are made, and then the vote is taken on each in the order in which they were nominated, until one is elected. The nomination need not be seconded....The usual method in permanent societies is by ballot, the balloting being continued until the offices are all filled. An election takes effect immediately if the candidate is present and does not decline,....After the election has taken effect and the director or member has learned the fact, it is too late to reconsider the vote on the election. An director-elect takes possession of his office immediately, unless the rules specify the time. In most societies it is necessary that this time be clearly designated.”

According to Article V, Section 5.7 of the HDC Bylaws, “The Chair and Vice Chair shall be elected from among all the Directors at the annual meeting in October beginning in the year 2012 by nomination through motion made and seconded and voted upon by the majority of Directors present at the annual meeting. The Chair and Vice Chair shall serve one year terms with two consecutive term limits”. The position of Chair is currently vacant and will need to be filled by election. All other Directors are eligible to hold office. A copy of the Bylaws for the Monterey County

Housing Authority Development Corporation as revised October 22, 2012 will be available at the meeting for reference.

The process below would satisfy Robert's Rules of Order for election of directors and is an option for consideration:

- Open the floor to nominations for "Chair"
- ***"The floor is now open for nominations for the Chair of the Board of Directors of the Monterey County Housing Authority Development Corporation."*** All nominations must be seconded to be accepted.
- "Are there any other nominations?" "Nominations are now closed."
- "Voting for the position of Chair will be held by secret ballot." - *Open Ballot if Hybrid Meeting*
- "Please pass the ballots to the Secretary for tabulation."
- **Secretary** – "Mr. Chairman, I count __votes for Director _____ as Chair."
- **Chair** – Director _____ has been properly elected as the Chair of the Board of Directors of the Monterey County Housing Authority Development Corporation." (The new Chair assumes the duties immediately.)

Then repeat the process for Vice Chair should the process be necessary.

Ballots for Chair will be provided at the meeting.

Action Required: Nominate and elect an active Director to fill the positions of Chair, HDC Board of Directors.

**BYLAWS
OF THE
MONTEREY COUNTY HOUSING
AUTHORITY DEVELOPMENT
CORPORATION
(HDC)
STATE OF CALIFORNIA
(REVISED OCTOBER 22, 2012)**

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THIRD AMENDED AND RESTATED BYLAWS
OF
MONTEREY COUNTY HOUSING DEVELOPMENT CORPORATION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

Article I

NAME

Section 1.1 The name of this corporation is Monterey County Housing Authority Development Corporation (the "**Corporation**").

Article II

OFFICES

Section 2.1 Principal Office. The principal office for the transaction of the affairs and activities of the Corporation is located at 123 Rico Street, Salinas, California 93907. The board of directors of the Corporation (the "**Board**") may change the location of the principal office. Any such change in location shall be noted on these Bylaws, or this section may be amended to state the new location.

Section 2.2. Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

Article III

GENERAL AND SPECIFIC PURPOSES; DEDICATION OF ASSETS

Section 3.1 General Purposes. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. The general purpose of this Corporation is to have and exercise all rights and powers conferred on nonprofit corporations under the laws of California, provided that this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

Section 3.2 Specific Purposes. The specific charitable and public purposes for which this Corporation is organized are the acquisition, rehabilitation, development, ownership and operation of affordable housing and the provision of related services for low-, very low- and moderate-income households where no adequate housing exists for such households, for and on behalf of the Housing Authority of the County of Monterey, the City of Soledad Housing Authority, other political subdivisions of the State of California, and nonprofit corporations which are exempt

from federal tax under Section 501(c)(3) of the Code or successor provision, and to carry on other charitable activities associated with these goals as allowed by law.

Section 3.3 Limitation on Corporate Activities. This Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or successor provision. No substantial part of the activities of the Corporation shall consist of lobbying, carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Section 3.4 Dedication and Disposition of Assets. The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director or officer of this Corporation, or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment or provision for payment of all debts and liabilities of the Corporation shall be distributed for public purposes to the Housing Authority of the County of Monterey ("**Housing Authority**") or to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public and charitable purposes and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Code, or successor provision.

Article IV

MEMBERS

Section 4.1 No Members. The Corporation shall have no members. All corporate actions shall be approved by the Board as provided in these Bylaws, except such actions as are authorized by these Bylaws without further Board approval. All rights which would otherwise rest in a corporation's members, if any, shall rest in the directors.

Article V

DIRECTORS

Section 5.1 General Corporate Powers. Subject to any limitation set forth in the Articles of Incorporation of the Corporation, these Bylaws, the California Nonprofit Public Benefit Corporation Law and any other applicable laws, the Corporation's activities and affairs shall be managed by, and all corporate powers shall be exercised under the direction of, the Board.

Section 5.2 Specific Powers. Without prejudice to the general powers set forth in Section 5.1 of these Bylaws, but subject to the same limitations, the directors shall have the power to:

- (a) Appoint and remove, all the Corporation's officers, and agents;;; prescribe powers and duties for them that are consistent with applicable law, the Corporation's Articles of Incorporation, and these Bylaws; and fix their compensation and require from them security for faithful performance of their duties;

- (b) Change the Corporation's principal office or principal business office in California from one location to another;
- (c) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, and other evidences of debt and securities; and
- (d) Construct, operate, maintain, improve, buy, sell, convey, assign, mortgage or lease any real estate and personal property necessary and incident to the provision of housing and related services substantially for the benefit of very low-, low-, and moderate-income persons.

Section 5.3 Authorized Number of Directors. The authorized number of directors shall be seven (7).

Section 5.4 Compensation and Reimbursement of Directors. The directors shall serve without compensation, although they may be reimbursed for their expenditures on behalf of the Corporation. Each Director shall receive a stipend of \$50 for each public meeting attended. Directors shall also be eligible for mileage reimbursement.

Section 5.5 Restriction on Interested Persons as Directors. No more than forty-nine percent (49%) of the persons serving on the Board may be "interested persons." An "interested person" is (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise and/or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Any violation of the provisions of this Section 5.5 shall not affect the enforceability of any transaction entered into by the Corporation.

Section 5.6 Appointment, Term of Office and Qualification of Directors.

The directors of the Corporation shall consist of the members of the Board of Commissioners of the Housing Authority. Each director shall hold office until his or her successor is appointed.

Section 5.7 Election of Board Chair and Vice Chair. The Chair and Vice Chair shall be elected from among all the Directors at the annual meeting in October beginning in the year 2012 by nomination through motion made and seconded and voted upon by the majority of Directors present at the annual meeting. The Chair and Vice Chair shall serve one year terms with two year consecutive term limits. Then the Chair and Vice Chair must sit out at least one year before being elected to another term. The Chair and Vice Chair shall not be the same for the HACM Board of Commissioners.

Section 5.8 Resignations of Directors. Except as provided below, any director may resign by giving written notice to the President or Secretary of the Corporation. The resignation shall be effective when the notice is given or at any later time specified in the notice. Except on notice to the Attorney General of California, no director may resign if the Corporation would be left without a duly appointed director.

Section 5.9 Vacancies; Removal of Directors. Vacancies occurring on the Board of Directors due to death, removal or resignation of any director shall be filled by appointment made by the Board of Commissioners of the Housing Authority. Directors appointed by the Board of Commissioners of the Housing Authority may be removed by the Board of Commissioners of the Housing Authority with or without cause.

Section 5.10 Meetings of the Board and Compliance with the Ralph M. Brown Act. Each Director shall be given a copy of the Ralph M. Brown Act upon being elected to the Board.¹ The Ralph M. Brown Act shall apply to meetings of the Board, and any committee of the Board.² Meeting” includes any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the Board.³ The Annual Board meeting shall occur in October of each year at which time the Chair and Vice Chair shall be elected.

(a) Record of Proceedings. Any person attending an open and public meeting of the Board shall have the right to record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding by the Board that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute a persistent disruption of the proceedings. Any tape or film record of an open and public meeting made for whatever purpose by or at the direction of the Board shall be subject to inspection pursuant to the California Public Records Act, but notwithstanding, may be erased or destroyed thirty (30) days after the taping or recording. Any inspection of the video or tape recording shall be provided without charge on a video or tape player made available by the Board.⁴

(b) Agenda to Be Posted. At least seventy-two (72) hours before a regular meeting the Board shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including the items to be discussed in closed session.⁵ The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to the members of the public.⁶ The Agenda shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public, before or during the Board’s consideration of such item that is within the subject matter jurisdiction of the Board.⁷

(c) Action on Other Matters. No action or discussion shall be undertaken by the Board on any item not appearing on the posted agenda, except that members of the Board may respond briefly to statements made or questions posed by persons present. In limited circumstances, the Board may take action on items of business not appearing on the agenda, but only if one of the following conditions exists:

¹ Government Code §54952.7.

² Government Code §54952(c)(1)(B).

³ Government Code §54952.2.

⁴ Government Code §54953.5.

⁵ Government Code §54954.5.

⁶ Government Code §54954.2.

⁷ Government Code §54954.3.

(1) Upon a determination by a majority vote of the Board that an emergency situation exists; or

(2) Upon a determination by two-thirds vote of the Board that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda had been posted; or

(3) The item presented for action was posted for a prior meeting of the Board which occurred not more than five calendar days prior to the date of the proposed action and the action item was continued to the meeting at which action is being taken.⁸

Section 5.11 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, or if he or she is absent or unable or refuses to act, by a majority of the members of the Board.⁹ Written notice of the time and place of all special meetings of the Board of Directors shall be delivered personally or by any other means and shall be received by each Director, and be posted at the proposed location of the public meeting, posted on the Corporation's website, and may be printed in each local newspaper of general circulation, radio or television station requesting notice in writing at least twenty-four (24) hours before the meeting.¹⁰ Written notice of any special meeting which is set at least one week prior to the date set for the meeting shall be mailed at least one week prior to the date set for the meeting to any person who has filed a written request for that notice.¹¹ Every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the notice for the meeting before or during consideration for that item.¹² The calling of the special meeting and the notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.¹³

Section 5.12 Emergency Meetings. In cases of an emergency, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement provided that each local newspaper of general circulation and radio or television station which has requested notice of special meetings is notified by telephone at least one hour prior to the emergency meeting. An emergency includes a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the Board. Notwithstanding the foregoing, in cases of a dire emergency situation, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement provided that each local newspaper of general circulation and radio or television station which has requested notice of special meetings is notified by telephone at or near the time that the members of the Board are notified of the emergency meeting. A dire emergency is a crippling disaster, mass destruction, terrorist act, or

⁸ Government Code §54954.2.

⁹ Government Code §54956.

¹⁰ Government Code §54956.

¹¹ Government Code §54954.1.

¹² Government Code §54954.3.

¹³ Government Code §54956.

threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by the Board. The Board shall not meet in closed session at a meeting called pursuant to this section.¹⁴

Section 5.13 Waiver of Notice. Notice of the meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 5.14 Continued Meeting and Notice of Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. A copy of the order of adjournment or order of continuance shall be conspicuously posted on or near the door of the meeting location within twenty-four (24) hours after the time of the adjournment, except that if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the order or notice of hearing, the copy of the order or notice of continuance shall be posted immediately.¹⁵ When a regular or adjourned regular meeting is adjourned, the resulting adjourned regular meeting is a regular meeting for all purposes.¹⁶

Section 5.15 Action at Meeting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 5.16 Disclosure of Items to be Discussed in Closed Session. Prior to holding any closed session, the Board shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as said items are listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in the statement. After any closed session, the Board shall reconvene into open session prior to adjournment and shall make any disclosures required by Government Code Section 54957.1, or any successor section of action, taken in the closed session.¹⁷

Section 5.17 Notice. Notice of regular and special meetings shall be given to the directors not less than four (4) days prior to the meeting if delivered by first class mail or not less than twenty-four (24) hours prior to the meeting if the notice is delivered personally or by telephone or

¹⁴ Government Code §54956.5.

¹⁵ Government Code §§54955, 54955.1.

¹⁶ Government Code §54955.

¹⁷ Government Code §54957.7.

electronic mail. The notice shall state the date and time of the meeting and the place of the meeting if it is other than the principal office of the Corporation.

Section 5.18 Waiver of Notice to Directors. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 5.19 Quorum; Action by Majority. A majority of the directors currently on the Board shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the Board.

Section 5.20 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment to another time and place shall be given in accordance with the requirements of this Section 5.

Section 5.21 Committees of Directors. The Board may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by majority vote of the directors then in office. Any committee, to the extent provided in the Board's designating resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any committee;
- (b) Fix compensation of directors for serving on the Board or any committee;
- (c) Amend or repeal these Bylaws;
- (d) Amend or repeal any resolution of the Board which is not by its express terms so amendable or repealable;
- (e) Appoint any other committees of the Board or the members of these committees.
- (f) Spend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (g) Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code §5233(d)(3) of the California Corporations Code and otherwise in compliance with applicable state and federal law.

Section 5.22 Committee Meetings. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of this Article V concerning meetings of directors,

with such changes in the context of such Bylaws as are necessary to substitute the committee and its members for the Board and its members. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws concerning meetings of directors.

Section 5.23 Self-Dealing Transactions. Except as specifically provided below, the Board shall not approve a self-dealing transaction. A self-dealing transaction is one in which the Corporation is a party and in which one or more of the directors has a material financial interest, or a transaction between this Corporation and any entity in which one or more of its directors has a material financial interest. The Board may approve a self-dealing transaction if a majority of the Board, not including the self-interested director, determines that the transaction is fair and reasonable to this Corporation and, after reasonable investigation under the circumstances, determines that it could not have secured a more advantageous arrangement with reasonable effort under the circumstances.

Article VI

OFFICERS

Section 6.1 Officers of the Corporation. The officers of the Corporation shall be a President, a Vice-President, a Secretary and a Treasurer. The Corporation may also have, at the Board's discretion, additional Vice Presidents, one (1) or more assistant secretaries, and/or one (1) or more assistant financial officers. Any number of offices may be held by the same person, except that the Secretary nor the Treasurer may serve concurrently as the President.

Section 6.2 Election of Officers. The officers of the Corporation shall be chosen by the Board and shall serve at the pleasure of the Board until replaced.

Section 6.3 Other Officers. The Board may appoint or may authorize the President, or any other officer, to appoint any other officers that the Corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

Section 6.4 Removal of Officers. Any officer may be removed with or without cause by the Board, and if the officer was appointed by an officer, by the officer who appointed him or her.

Section 6.5 Resignation of Officers. Any officer may resign at any time by giving written notice to the President or Secretary of the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation as an officer shall not affect the resigning officer's position as a director of the Corporation.

Section 6.6 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office. Vacancies may be filled as they occur.

Section 6.7 Reimbursement of Expenses. The Corporation may provide reimbursement for expenditures on behalf of the Corporation by its officers.

Section 6.8 President. The President shall be the Chief Executive Officer of the Corporation, shall preside at meetings of the Board and shall exercise and perform such other powers and duties as may from time to time be assigned to the President by the Board. Subject to the control of the Board, the President shall be the general manager of the Corporation and shall supervise and direct the Corporation's activities, affairs, and officers.

Section 6.9 Vice Presidents. If the President is absent or disabled, the Vice President shall perform all duties of the President. If there is more than one Vice President, the Vice President to perform such duties shall be chosen in order of his or her rank as fixed by the Board, or if, if the Vice Presidents are not ranked, be designation of the Board. When so acting, a Vice President shall have all powers of and be subject to all restrictions on the President. The Vice President(s) shall have such other powers and perform such other duties as the Board or these Bylaws may prescribe.

Section 6.10 Secretary. The Secretary of the Corporation shall have the following duties:

- (a) The Secretary shall keep or cause to be kept, at the Corporation's principal office, or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that each meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized and the notice given.
- (b) The Secretary shall keep or cause to be kept, at the Corporation's principal office, a copy of the Corporation's Articles of Incorporation and these Bylaws, as amended to date.
- (c) The Secretary shall give or cause to be given notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The Secretary shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 6.11 Treasurer. The Treasurer Officer shall have the following duties:

- (a) The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's funds, properties and transactions. The Treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or the Board. The books of account shall be open to inspection by any director at all reasonable times during the business hours of the Corporation.
- (b) The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the President and the Board, when requested, an account of all transactions and of the financial condition of the Corporation, and shall have other powers and perform such other duties as the Board or the Bylaws may prescribe.

Article VII

CONFLICT OF INTEREST POLICY

Section 7.1 Purpose. The purpose of the Conflict of Interest Policy (the “Policy”) is to protect the Corporation’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 7.2 Definitions.

(a) “Interested Person” Any director or principal officer, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) “Financial Interest” A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(1) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;

(2) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

(3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under 0 of this Article, a person who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists.

Section 7.3 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board Members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(2) The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the Board shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors, whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the Board shall make its decision as to whether to enter into the transaction or arrangement.

Section 7.4 Violations of the Conflicts of Interest Policy.

(a) If the Board has reasonable cause to believe a director or principal officer has failed to disclose actual or possible conflicts of interest, it shall inform the director or principal officer of the basis for such belief and afford the director or principal officer an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the director's or principal officer's response and after making further investigation as warranted by the circumstances, the Board determines the director or principal officer has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(c) Records of Proceedings. The minutes of the Board shall contain:

(1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

(2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 7.5 Compensation. A voting member of the Board or a principal officer who receives compensation, directly or indirectly, from the Corporation for services other than a minimal stipend payment, is precluded from voting on matters pertaining to that member's compensation. Provided that, no voting member of the Board or principal officer or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 7.6 Annual Statements. Each director or principal officer shall annually sign a statement which affirms such person:

- (a) Has received a copy of the conflicts of interest policy;
- (b) Has read and understands the policy;
- (c) Has agreed to comply with the policy; and
- (d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7.7 Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

Section 7.8 Use of Outside Experts. When conducting the periodic reviews as provided for in this 0, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Article VIII

CORPORATE RECORDS AND REPORTS

Section 8.1 Maintenance of Corporate Records. The Corporation shall keep at its principal office in the State of California:

(c) Agendas and Minutes of all meetings of Directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof.

(d) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(e) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Directors of the Corporation at all reasonable times during office hours.

Section 8.2 Director's Inspection Rights. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

Section 8.3 Public Records Act. The agendas of public meetings and any other writings, when distributed to all, or a majority of the Directors in connection with a matter subject to discussion or consideration at a public meeting are disclosable public records under the California Public Records Act and shall be made available upon request without delay, unless exempted from disclosure under the Public Records Act.¹⁸

Section 8.4 Right to Copy and Make Extracts. Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

Section 8.5 Annual Report. The Board shall cause an annual report to be furnished not later than one hundred twenty (120) days after the close of the Corporation's fiscal year to all Directors of the Corporation, which report shall comply with section 6321 of the California Nonprofit Public Benefit Corporation Law and in particular without limitation shall contain the following information in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

¹⁸ Government Code §54957.5.

(c) The revenue or receipts of the Corporation, both restricted and unrestricted for particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

(e) Any information required by Section 6 of this Article VIII.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 8.6 Annual Statement of Specific Transactions. This Corporation shall mail or deliver to all Directors a statement within one hundred twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any transaction in which the Corporation was a party, and in which any Director or officer of the Corporation had a direct or indirect material financial interest (a mere common directorship does not constitute (in and of itself) a material financial interest).

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practical, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

Article IX

MISCELLANEOUS

Section 9.1 Fiscal Year. The fiscal year of this Corporation shall end each year on June 30.

Section 9.2 Contracts. All contracts entered into on behalf of the Corporation shall be authorized by resolution of the Board, or in the case of contracts for less than One Hundred Thousand Dollars (\$100,000)], by the President of the Corporation. The Board of Directors, except as these Bylaws otherwise provide, may authorize any officer of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or render it liable for any purpose or for any amount.

Section 9.3 Execution of Checks. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of the Corporation shall be signed by such individuals as are authorized by resolution of the Board.

Section 9.4 Indemnification. The Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law

against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative. In all cases where indemnification is sought, the Corporation shall be subject to the restrictions and requirements contained in Section 5238 of the California Corporations Code.

Section 9.5 Insurance. The Board may adopt a resolution authorizing the purchase of insurance on behalf of any director, officer, employee or agent of the Corporation against any liability asserted against or incurred by the director, officer, employee or agent in such capacity or arising out of the director's, officer's, employee's or agent's status as such, whether or not this Corporation would have the power to indemnify the director, officer, employee, or agent against that liability under law, to the extent such insurance is commercially available and it is economically feasible for the Corporation to purchase.

Section 9.6 Amendment of Bylaws. The Bylaws may be amended or repealed and new Bylaws adopted by the vote of a majority of the directors of the Board except that Sections 4.1, 5.6, 5.8, and this Section 7.8 may only be amended with approval of the Board of Commissioners of the Housing Authority. Such amended or newly adopted Bylaws shall take effect immediately.

Original Bylaws adopted on August 22, 2005

Amendment #1 – February 23, 2009

Amendment #2 – April 25, 2011

Amendment #3 – October 22, 2012

Amendment to Bylaws
of the
Monterey County Housing Authority
Development Corporation

Amendment #1

These issues were considered at the February 23, 2009, Regular Board Meeting under New Business, Item 4B, Bylaws:

Article V, Section 5.9 thru 5.15 Directors

More detailed guidance on meetings under Section 5.9 thru 5.15.

Article VII, Section 7.1 thru 7.8 Conflict of Interest Policy

The inclusion of a Conflict of Interest Policy

Article VIII, Section 8.1 thru 8.6 Corporate Records and Reports

Adding section on Corporate Records and Reports

Article IX, Section 9.1 thru 9.6 Miscellaneous

Miscellaneous Section containing information on fiscal year end, contracts, execution of checks, Indemnification, Insurance and Amendment of Bylaws

Amendment to Bylaws
of the
Monterey County Housing Authority
Development Corporation

Amendment #2

The issue was considered at the March 21, 2011, Regular Board Meeting under New Business, Item 5A. Director Styles requested that legal counsel attend the next board meeting for discussion and requested that this item be tabled.

The issue was reconsidered at the April 25, 2011, Regular Board Meeting under Old Business, Item 6A1 & 6A2. Three motions were made:

Board Action 1: The Board approved changing the Vice President/Chief Financial Officer position to Vice President and Treasurer.

Board Action 2: The Board appointed new officers Kimmy Nguyen as Secretary and Lynn Santos as Treasurer.

Board Action 3: The Board ratified the Bylaws to reflect the stipend for the Directors.

Amendment to Bylaws
of the
Monterey County Housing Authority
Development Corporation

Amendment #3

These issues were considered at the October 22, 2012, Annual Board Meeting under New Business, Item 6B, Change to Bylaws Relative to Annual Elections and Meeting.

Article V, Section 5.1 thru 5.23 Directors

A review of the existing Bylaws revealed no guidance on an annual meeting and election of Chair and Vice Chair.

- Added Section 5.7 Election of Board Chair & Vice Chair
- Added line to Section 5.10 Meetings of the Board and Compliance with the Ralph M. Brown Act

Note: There was also clean-up work on the bylaws (formatting, numbering, etc.)

AMENDED AND RESTATED BYLAWS
OF
MONTEREY COUNTY HOUSING DEVELOPMENT CORPORATION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

Article I

NAME

Section 1.1 The name of this corporation is Monterey County Housing Development Corporation (the "**Corporation**").

Article II

OFFICES

Section 2.1 Principal Office. The principal office for the transaction of the affairs and activities of the Corporation is located at 123 Rico Street, Salinas, California 93907. The board of directors of the Corporation (the "**Board**") may change the location of the principal office. Any such change in location shall be noted on these Bylaws, or this section may be amended to state the new location.

Section 2.2. Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

Article III

GENERAL AND SPECIFIC PURPOSES; DEDICATION OF ASSETS

Section 3.1 General Purposes. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. The general purpose of this Corporation is to have and exercise all rights and powers conferred on nonprofit corporations under the laws of California, provided that this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

Section 3.2 Specific Purposes. The specific charitable and public purposes for which this Corporation is organized are the acquisition, rehabilitation, development, ownership and operation of affordable housing and the provision of related services for low-, very low- and moderate-income households where no adequate housing exists for such households, for and on

behalf of the Housing Authority of the County of Monterey, the City of Soledad Housing Authority, other political subdivisions of the State of California, and nonprofit corporations which are exempt from federal tax under Section 501(c)(3) of the Code or successor provision, and to carry on other charitable activities associated with these goals as allowed by law.

Section 3.3 Limitation on Corporate Activities. This Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or successor provision. No substantial part of the activities of the Corporation shall consist of lobbying, carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Section 3.4 Dedication and Disposition of Assets. The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director or officer of this Corporation, or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment or provision for payment of all debts and liabilities of the Corporation shall be distributed for public purposes to the Housing Authority of the County of Monterey (“**Housing Authority**”) or to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public and charitable purposes and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Code, or successor provision.

Article IV

MEMBERS

Section 4.1 No Members. The Corporation shall have no members. All corporate actions shall be approved by the Board as provided in these Bylaws, except such actions as are authorized by these Bylaws without further Board approval. All rights which would otherwise rest in a corporation's members, if any, shall rest in the directors.

Article V

DIRECTORS

Section 5.1 General Corporate Powers. Subject to any limitation set forth in the Articles of Incorporation of the Corporation, these Bylaws, the California Nonprofit Public Benefit Corporation Law and any other applicable laws, the Corporation's activities and affairs shall be managed by, and all corporate powers shall be exercised under the direction of, the Board.

Section 5.2 Specific Powers. Without prejudice to the general powers set forth in Section 5.1 of these Bylaws, but subject to the same limitations, the directors shall have the power to:

- (a) Appoint and remove, all the Corporation's officers, agents, and employees; prescribe powers and duties for them that are consistent with applicable law, the Corporation's Articles of Incorporation, and these Bylaws; and fix their compensation and require from them security for faithful performance of their duties;
- (b) Change the Corporation's principal office or principal business office in California from one location to another;
- (c) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, and other evidences of debt and securities; and
- (d) Construct, operate, maintain, improve, buy, sell, convey, assign, mortgage or lease any real estate and personal property necessary and incident to the provision of housing and related services substantially for the benefit of very low-, low-, and moderate-income persons.

Section 5.3 Authorized Number of Directors. The authorized number of directors shall be seven (7).

Section 5.4 Compensation and Reimbursement of Directors. The directors shall serve without compensation, although they may be reimbursed for their expenditures on behalf of the Corporation.

Section 5.5 Restriction on Interested Persons as Directors. No more than forty-nine percent (49%) of the persons serving on the Board may be "interested persons." An "interested person" is (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise and/or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Any violation of the provisions of this Section 5.5 shall not affect the enforceability of any transaction entered into by the Corporation.

Section 5.6 Appointment, Term of Office and Qualification of Directors.

The directors of the Corporation shall consist of the members of the Board of Commissioners of the Housing Authority. Each director shall hold office until his or her successor is appointed.

Section 5.7 Resignations of Directors. Except as provided below, any director may resign by giving written notice to the President or Secretary of the Corporation. The resignation shall be effective when the notice is given or at any later time specified in the notice. Except on notice to the Attorney General of California, no director may resign if the Corporation would be left without a duly appointed director.

Section 5.8 Vacancies; Removal of Directors. Vacancies occurring on the Board of Directors due to death, removal or resignation of any director shall be filled by appointment made by the Board of Commissioners of the Housing Authority. Directors appointed by the Board of

Commissioners of the Housing Authority may be removed by the Board of Commissioners of the Housing Authority with or without cause.

Section 5.9 Meetings of the Board and Compliance with the Ralph M. Brown Act. Each Director shall be given a copy of the Ralph M. Brown Act upon being elected to the Board.¹ The Ralph M. Brown Act shall apply to meetings of the Board, and any committee of the Board.² Meeting” includes any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the Board.³

(a) Record of Proceedings. Any person attending an open and public meeting of the Board shall have the right to record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding by the Board that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute a persistent disruption of the proceedings. Any tape or film record of an open and public meeting made for whatever purpose by or at the direction of the Board shall be subject to inspection pursuant to the California Public Records Act, but notwithstanding, may be erased or destroyed thirty (30) days after the taping or recording. Any inspection of the video or tape recording shall be provided without charge on a video or tape player made available by the Board.⁴

(b) Agenda to Be Posted. At least seventy-two (72) hours before a regular meeting the Board shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including the items to be discussed in closed session.⁵ The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to the members of the public.⁶ The Agenda shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public, before or during the Board’s consideration of such item that is within the subject matter jurisdiction of the Board.⁷

(c) Action on Other Matters. No action or discussion shall be undertaken by the Board on any item not appearing on the posted agenda, except that members of the Board may respond briefly to statements made or questions posed by persons present. In limited circumstances, the Board may take action on items of business not appearing on the agenda, but only if one of the following conditions exists:

(1) Upon a determination by a majority vote of the Board that an emergency situation exists; or

¹ Government Code §54952.7.

² Government Code §54952(c)(1)(B).

³ Government Code §54952.2.

⁴ Government Code §54953.5.

⁵ Government Code §54954.5.

⁶ Government Code §54954.2.

⁷ Government Code §54954.3.

(2) Upon a determination by two-thirds vote of the Board that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda had been posted; or

(3) The item presented for action was posted for a prior meeting of the Board which occurred not more than five calendar days prior to the date of the proposed action and the action item was continued to the meeting at which action is being taken.⁸

Section 5.10 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, or if he or she is absent or unable or refuses to act, by a majority of the members of the Board.⁹ Written notice of the time and place of all special meetings of the Board of Directors shall be delivered personally or by any other means and shall be received by each Director, and each local newspaper of general circulation, radio or television station requesting notice in writing at least twenty-four (24) hours before the meeting.¹⁰ Written notice of any special meeting which is set at least one week prior to the date set for the meeting shall be mailed at least one week prior to the date set for the meeting to any person who has filed a written request for that notice.¹¹ Every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the notice for the meeting before or during consideration for that item.¹² The calling of the special meeting and the notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.¹³

Section 5.11 Emergency Meetings. In cases of an emergency, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement provided that each local newspaper of general circulation and radio or television station which has requested notice of special meetings is notified by telephone at least one hour prior to the emergency meeting. An emergency includes a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the Board. Notwithstanding the foregoing, in cases of a dire emergency situation, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement provided that each local newspaper of general circulation and radio or television station which has requested notice of special meetings is notified by telephone at or near the time that the members of the Board are notified of the emergency meeting. A dire emergency is a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this

⁸ Government Code §54954.2.

⁹ Government Code §54956.

¹⁰ Government Code §54956.

¹¹ Government Code §54954.1.

¹² Government Code §54954.3.

¹³ Government Code §54956.

section may endanger the public health, safety, or both, as determined by the Board. The Board shall not meet in closed session at a meeting called pursuant to this section.¹⁴

Section 5.12 Waiver of Notice. Notice of the meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 5.13 Continued Meeting and Notice of Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. A copy of the order of adjournment or order of continuance shall be conspicuously posted on or near the door of the meeting location within twenty-four (24) hours after the time of the adjournment, except that if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the order or notice of hearing, the copy of the order or notice of continuance shall be posted immediately.¹⁵ When a regular or adjourned regular meeting is adjourned, the resulting adjourned regular meeting is a regular meeting for all purposes.¹⁶

Section 5.14 Action at Meeting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 5.15 Disclosure of Items to be Discussed in Closed Session. Prior to holding any closed session, the Board shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as said items are listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in the statement. After any closed session, the Board shall reconvene into open session prior to adjournment and shall make any disclosures required by Government Code Section 54957.1, or any successor section of action, taken in the closed session.¹⁷

Section 5.16 Notice. Notice of regular and special meetings shall be given to the directors not less than four (4) days prior to the meeting if delivered by first class mail or not less than twenty-four (24) hours prior to the meeting if the notice is delivered personally or by telephone or electronic mail. The notice shall state the date and time of the meeting and the place of the meeting if it is other than the principal office of the Corporation.

¹⁴ Government Code §54956.5.

¹⁵ Government Code §§54955, 54955.1.

¹⁶ Government Code §54955.

¹⁷ Government Code §54957.7.

Section 5.17 Waiver of Notice to Directors. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 5.18 Quorum; Action by Majority. A majority of the directors currently on the Board shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the Board.

Section 5.19 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment to another time and place shall be given in accordance with the requirements of this Section 5.

Section 5.20 Committees of Directors. The Board may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by majority vote of the directors then in office. Any committee, to the extent provided in the Board's designating resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any committee;
- (b) Fix compensation of directors for serving on the Board or any committee;
- (c) Amend or repeal these Bylaws;
- (d) Amend or repeal any resolution of the Board which is not by its express terms so amendable or repealable;
- (e) Appoint any other committees of the Board or the members of these committees.
- (f) Spend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (g) Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code §5233(d)(3) of the California Corporations Code and otherwise in compliance with applicable state and federal law.

Section 5.16 Committee Meetings. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of this Article V concerning meetings of directors, with such changes in the context of such Bylaws as are necessary to substitute the committee and its members for the Board and its members. Minutes shall be kept of each meeting of any

committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws concerning meetings of directors.

Section 5.17 Self-Dealing Transactions. Except as specifically provided below, the Board shall not approve a self-dealing transaction. A self-dealing transaction is one in which the Corporation is a party and in which one or more of the directors has a material financial interest, or a transaction between this Corporation and any entity in which one or more of its directors has a material financial interest. The Board may approve a self-dealing transaction if a majority of the Board, not including the self-interested director, determines that the transaction is fair and reasonable to this Corporation and, after reasonable investigation under the circumstances, determines that it could not have secured a more advantageous arrangement with reasonable effort under the circumstances.

Article VI

OFFICERS

Section 6.1 Officers of the Corporation. The officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Chief Financial Officer. The Corporation may also have, at the Board's discretion, additional Vice Presidents, one (1) or more assistant secretaries, and/or one (1) or more assistant financial officers. Any number of offices may be held by the same person, except that neither the Secretary may serve concurrently as the President.

Section 6.2 Election of Officers. The officers of the Corporation shall be chosen annually by the Board and shall serve at the pleasure of the Board.

Section 6.3 Other Officers. The Board may appoint or may authorize the President, or any other officer, to appoint any other officers that the Corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

Section 6.4 Removal of Officers. Any officer may be removed with or without cause by the Board, and if the officer was appointed by an officer, by the officer who appointed him or her.

Section 6.5 Resignation of Officers. Any officer may resign at any time by giving written notice to the President or Secretary of the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation as an officer shall not affect the resigning officer's position as a director of the Corporation.

Section 6.6 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office. Vacancies may be filled as they occur.

Section 6.7 Reimbursement of Expenses. The Corporation may provide reimbursement for expenditures on behalf of the Corporation by its officers.

Section 6.8 President. The President shall be the Chief Executive Officer of the Corporation, shall preside at meetings of the Board and shall exercise and perform such other powers and duties as may from time to time be assigned to the President by the Board. Subject to the control of the Board, the President shall be the general manager of the Corporation and shall supervise and direct the Corporation's activities, affairs, and officers.

Section 6.9 Vice Presidents. If the President is absent or disabled, the Vice President shall perform all duties of the President. If there is more than one Vice President, the Vice President to perform such duties shall be chosen in order of his or her rank as fixed by the Board, or if, if the Vice Presidents are not ranked, be designation of the Board. When so acting, a Vice President shall have all powers of and be subject to all restrictions on the President. The Vice President(s) shall have such other powers and perform such other duties as the Board or these Bylaws may prescribe.

Section 6.10 Secretary. The Secretary of the Corporation shall have the following duties:

- (a) The Secretary shall keep or cause to be kept, at the Corporation's principal office, or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that each meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized and the notice given.
- (b) The Secretary shall keep or cause to be kept, at the Corporation's principal office, a copy of the Corporation's Articles of Incorporation and these Bylaws, as amended to date.
- (c) The Secretary shall give or cause to be given notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The Secretary shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 6.11 Chief Financial Officer. The Chief Financial Officer shall have the following duties:

- (a) The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's funds, properties and transactions. The Chief Financial Officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or the Board. The books of account shall be open to inspection by any director at all reasonable times during the business hours of the Corporation.
- (b) The Chief Financial Officer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the President and the Board, when requested, an

account of all transactions and of the financial condition of the Corporation, and shall have other powers and perform such other duties as the Board or the Bylaws may prescribe.

Article VII

CONFLICT OF INTEREST POLICY

Section 7.1 Purpose. The purpose of the Conflict of Interest Policy (the “Policy”) is to protect the Corporation’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 7.2 Definitions.

(a) “Interested Person” Any director or principal officer, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) “Financial Interest” A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(1) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;

(2) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

(3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 7.3(b) of this Article, a person who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists.

Section 7.3 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board Members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(2) The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the Board shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors, whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the Board shall make its decision as to whether to enter into the transaction or arrangement.

Section 7.4 Violations of the Conflicts of Interest Policy.

(a) If the Board has reasonable cause to believe a director or principal officer has failed to disclose actual or possible conflicts of interest, it shall inform the director or principal officer of the basis for such belief and afford the director or principal officer an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the director's or principal officer's response and after making further investigation as warranted by the circumstances, the Board determines the director or principal officer has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(c) Records of Proceedings. The minutes of the Board shall contain:

(1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

(2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 7.5 Compensation. A voting member of the Board or a principal officer who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation. Provided that, no voting member of the Board or principal officer or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 7.6 Annual Statements. Each director or principal officer shall annually sign a statement which affirms such person:

- (a) Has received a copy of the conflicts of interest policy;
- (b) Has read and understands the policy;
- (c) Has agreed to comply with the policy; and
- (d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7.7 Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

Section 7.8 Use of Outside Experts. When conducting the periodic reviews as provided for in this 0, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

SECTION VIII

CORPORATE RECORDS AND REPORTS

Section 8.1 Maintenance of Corporate Records. The Corporation shall keep at its principal office in the State of California:

(a) Agendas and Minutes of all meetings of Directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof.

(b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(c) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Directors of the Corporation at all reasonable times during office hours.

Section 8.2 Director's Inspection Rights. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

Section 8.3 Public Records Act. The agendas of public meetings and any other writings, when distributed to all, or a majority of the Directors in connection with a matter subject to discussion or consideration at a public meeting are disclosable public records under the California Public Records Act and shall be made available upon request without delay, unless exempted from disclosure under the Public Records Act.¹⁸

Section 8.4 Right to Copy and Make Extracts. Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

Section 8.5 Annual Report. The Board shall cause an annual report to be furnished not later than one hundred twenty (120) days after the close of the Corporation's fiscal year to all Directors of the Corporation, which report shall comply with §6321 of the California Nonprofit Public Benefit Corporation Law and in particular without limitation shall contain the following information in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the Corporation, both restricted and unrestricted for particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

¹⁸ Government Code §54957.5.

(e) Any information required by Section 6 of this Article VIII.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 8.6 Annual Statement of Specific Transactions. This Corporation shall mail or deliver to all Directors a statement within one hundred twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any transaction in which the Corporation was a party, and in which any Director or officer of the Corporation had a direct or indirect material financial interest (a mere common directorship does not constitute (in and of itself) a material financial interest).

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practical, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

Article IX

MISCELLANEOUS

Section 9.1 Fiscal Year. The fiscal year of this Corporation shall end each year on June 30.

Section 9.2 Contracts. All contracts entered into on behalf of the Corporation shall be authorized by resolution of the Board, or in the case of contracts for less than One Hundred Thousand Dollars (\$100,000), by the President of the Corporation. The Board of Directors, except as these Bylaws otherwise provide, may authorize any officer of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or render it liable for any purpose or for any amount.

Section 9.3 Execution of Checks. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of the Corporation shall be signed by such individuals as are authorized by resolution of the Board.

Section 9.4 Indemnification. The Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative. In all cases where indemnification is sought, the Corporation shall be subject to the restrictions and requirements contained in Section 5238 of the California Corporations Code.

Section 9.5 Insurance. The Board may adopt a resolution authorizing the purchase of insurance on behalf of any director, officer, employee or agent of the Corporation against any liability asserted against or incurred by the director, officer, employee or agent in such capacity or arising out of the director's, officer's, employee's or agent's status as such, whether or not this Corporation would have the power to indemnify the director, officer, employee, or agent against that liability under law, to the extent such insurance is commercially available and it is economically feasible for the Corporation to purchase.

Section 9.6 Amendment of Bylaws. The Bylaws may be amended or repealed and new Bylaws adopted by the vote of a majority of the directors of the Board except that Sections 4.1, 5.6, 5.8, and this Section 7.8 may only be amended with approval of the Board of Commissioners of the Housing Authority. Such amended or newly adopted Bylaws shall take effect immediately.



See HACM Reports



DIRECTOR COMMENTS

&

ADJOURNMENT



**AGENDA
 TYNAN VILLAGE, INC.
 ANNUAL BOARD MEETING
 BOARD OF DIRECTORS**

DATE: **October 23, 2023**

TIME: **6:30 p.m. (follows after HDC Board Meeting)**

PLACE: Housing Authority of the County of Monterey
 Central Office
 123 Rico Street
 Salinas, CA 93901

LINK: <https://us02web.zoom.us/j/3501891938?pwd=N3d4QWM3MjRQQUtnYnYwZ3dtekxDbz09>

Phone: (669) 900-6833 (*9 to raise hand, *6 to unmute)

Meeting ID: 350 189 1938

Passcode: 438419

LOCATION: Housing Authority of the County of Monterey
 Central Office 123 Rico Street
 Salinas, CA 93907

ALTERNATE LOCATIONS WITH ZOOM CONNECTON OPEN TO THE PUBLIC:

*SE Corner of Carpenter St and 3rd Ave, Carmel, CA, 93921
 Hans Buder’s Open Meeting Location*

*10855 Ocean Mist parkway, Castroville CA 95012
 Kevin Healy’s Open Meeting Location*

1. CALL TO ORDER

2. ROLL CALL

	PRESENT	ABSENT
Chair Kevin Healy	_____	_____
Vice Chair Francine Goodwin	_____	_____
Director Kathleen Ballesteros	_____	_____
Director Hans Buder	_____	_____
Director Maria Orozco	_____	_____
Director Yuri Anderson	_____	_____
VACANT, Director	_____	_____

3. COMMENTS FROM THE PUBLIC

4. CONSENT AGENDA

Items on the Consent Agenda are considered routine and, therefore, do not require separate discussion. However, if discussion is necessary or if a member of the public wishes to comment on any item, the item may be removed from the Consent Agenda and considered separately. Questions for clarification may be made by Commissioners without removal from the Consent Agenda. The Consent Agenda is adopted in one motion.

- A. Minutes - Approval of Minutes of the Regular Board Meeting held on October 24, 2022.

5. NEW BUSINESS

- A. Election of Officers

6. DIRECTOR COMMENTS

7. ADJOURNMENT

This agenda was posted on the Bulletin Boards at 123 Rico Street, Salinas, CA. 93901.



TYNAN VILLAGE, INC.

ACTION
MINUTES OF THE REGULAR BOARD MEETING OF
THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION
HELD OCTOBER 24, 2022

SUMMARY ACTION MINUTES

Based on guidance provided by Centers for Disease Control Prevention, Monterey County Public Health officials and Governor Newsom's Executive Orders, in-person meetings are suspended until further notice. This meeting was conducted via the Zoom video conference platform and by phone.

1. CALL TO ORDER:

Chair Ballesteros called the meeting to order at 7:47 p.m.

2. ROLL CALL:

PRESENT:

Chair – Kathleen Ballesteros
Director Hans Buder
Director Viviana Gama
Director Francine Goodwin

Director Jon Wizard

ABSENT:

Director Kevin Healy

3. COMMENTS FROM THE PUBLIC

None

4. NEW BUSINESS

A. Elections

It was resolved that officers from HDC would take on the officer roles within Tynan Village, Inc.

Motion to nominate Director Healy as Chair and Director Goodwin as Vice-Chair was made by Director Wizard and seconded by Director Gama. The board unanimously carried the

motion through a roll call vote.

AYES: Goodwin, Ballesteros, Buder, Gama, Wizard

NOES: None

ABSENT: Healy

5. **ADJOURMENT**

There being no further business to come before the Board, the meeting was adjourned at 7:50 p.m.

Respectfully submitted,

Gabriela Rivero
Executive Assistant/Clerk of the Board

Chairperson

ATTEST:

President/CEO

Date

MEMORANDUM



TYNAN VILLAGE, INC.

TO: Board of Directors – Tynan Village, Inc.

FROM: Zulieka Boykin, President/CEO

RE: PROCEDURE FOR ELECTION OF DIRECTORS

DATE: October 20, 2023

The Bylaws of the Tynan Village Inc. do not identify the procedures for election of director. The bylaws defer to Robert’s Rules of Order for any item not covered by the bylaws. Below is language from Robert’s Rules that provide the procedures for election of directors and defines term limits.

“Before preceding to an election to fill an office it is customary to nominate one or more candidates. This nomination is not necessary when the election is by ballot or roll call, as each member may vote for any eligible person whether nominated or not. When the vote is via voice the nomination is like a motion to fill a blank, the different names being repeated by the chair as they are made, and then the vote is taken on each in the order in which they were nominated, until one is elected. The nomination need not be seconded....The usual method in permanent societies is by ballot, the balloting being continued until the offices are all filled. An election takes effect immediately if the candidate is present and does not decline,....After the election has taken effect and the director or member has learned the fact, it is too late to reconsider the vote on the election. An director-elect takes possession of his office immediately, unless the rules specify the time. In most societies it is necessary that this time be clearly designated.”

According to Article V, Section 5.7 of the HDC Bylaws, “The Chair and Vice Chair shall be elected from among all the Directors at the annual meeting in October beginning in the year 2012 by nomination through motion made and seconded and voted upon by the majority of Directors present at the annual meeting. The Chair and Vice Chair shall serve one year terms with two consecutive term limits”. The position of Chair is currently vacant and will need to be filled by election. All other Directors are eligible to hold office. A copy of the Bylaws for the Monterey County Housing Authority Development Corporation as revised October 22, 2012 will be available at the meeting for reference.

The process below would satisfy Robert’s Rules of Order for election of directors and is an option for consideration:

- Open the floor to nominations for “Chair”
- ***“The floor is now open for nominations for the Chair of the Board of Directors of the Monterey County Housing Authority Development Corporation.”*** All nominations must be seconded to be accepted.
- “Are there any other nominations?” “Nominations are now closed.”
- “Voting for the position of Chair will be held by secret ballot.” - *unless Hybrid Meeting is held.*
- “Please pass the ballots to the Secretary for tabulation.”
- **Secretary** – “Mr. Chairman, I count __ votes for Director _____ as Chair.”
- **Chair** – Director _____ has been properly elected as the Chair of the Board of Directors of the Monterey County Housing Authority Development Corporation.” (The new Chair assumes the duties immediately.)

Then repeat the process for Vice Chair should the process be necessary.

Action Required: Nominate and elect an active Director to fill the positions of Chair, and Vice-Chair from the HDC Board of Directors.