



**Regional Housing Authority of Sutter and Nevada Counties**

1455 Butte House Road, Yuba City, CA 95993  
Phone: (530) 671-0220, Toll Free: (888) 671-0220  
TTY: (866) 735-2929 | Fax: (530) 673-0775  
Website: [www.rhasnc.org](http://www.rhasnc.org)

June 8, 2016

TO: Chairperson Martha Griese  
Commissioner Diane Hodges  
Commissioner Brian Foss  
Commissioner Preet Didbal  
Commissioner Charles Epp  
Commissioner Dan Miller  
Commissioner Suzanne Gallaty  
Commissioner Ron Sullenger  
Commissioner Luis Uribe

Sutter County Board of Supervisors  
Nevada County Board of Supervisors  
Yuba County Board of Supervisors  
Colusa County Board of Supervisors  
City Council, Live Oak  
City Council, Yuba City  
Appeal-Democrat  
Duane Oliveira, Legal Counsel  
SCEA  
Terrel Locke, City of Yuba City  
Darin Gale, City of Yuba City  
The Union  
Rob Choate, County of Nevada  
Kara Gash, Sutter County Health Division

**NOTICE OF REGULAR MEETING  
June 15, 2016**

You are hereby notified that the Commissioners of the Regional Housing Authority of Sutter and Nevada Counties are called to meet in Regular Session at **12:15 PM on Wednesday, June 15, 2016 at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.**

  
Gustavo Becerra  
Interim Executive Director

s: No06152016



*The Housing Authority is an equal opportunity employer and housing provider.*



AGENDA  
REGULAR MEETING  
OF THE BOARD OF COMMISSIONERS OF  
REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES  
**Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991**  
**June 15, 2016, 12:15 PM**

- A. CALL TO ORDER: ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda.
- D. AWARDS AND PRESENTATIONS:
  - 1. MEET THE STAFF:
    - A. Aurora Salomon, Occupancy Department
    - B. Misti Alvarez, Occupancy Department
  - 2. Ribbon Cutting for Richland Community Center Computer Lab
- E. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion, unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.
  - 3. Approval of Out of State Travel for Assistant Planning and Community Development Manager pg. 1
- F. OLD BUSINESS: Discussion/Possible Action:
  - 4. Update on Approval of Amendment to Add Yuba County
- G. NEW BUSINESS: Discussion/Possible Action:
  - 5. Appointment of Executive Director and Approval of Employment Agreement pg. 3

6. Discussion on changing the time of the Board meetings

H. ADMINISTRATIVE REPORT:

7. Administrative Update

I. HOUSING COMMISSIONERS' COMMENTS:

J. EXECUTIVE SESSION: May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.

8. CLOSED SESSION: Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code 54956.9  
Anticipated Litigation: One (1) Case

9. CLOSED SESSION: Pursuant to Section 54957 of the California Government Code  
Public Employee Appointment  
Title: Executive Director

K. NEXT MEETING:

L. ADJOURNMENT

REGIONAL HOUSING AUTHORITY  
OF SUTTER AND NEVADA COUNTIES

STAFF REPORT

Date: June 15, 2016  
To: Board of Commissioners  
From: Gustavo Becerra, Interim Executive Director

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SUBJECT: Out-of-State Travel for Assistant Manager, Planning and Community Development to Attend the NAHRO Summer Conference in Portland, Oregon on July 16, 2016

RECOMMENDATION: Approve Out-of-State Travel for Assistant Manager, Planning and Community Development

FISCAL IMPACT: None

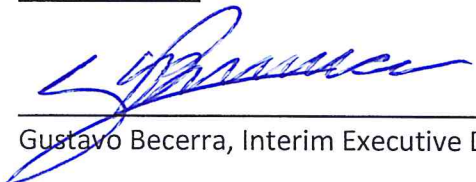
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**Background:** The Assistant Manager of Planning and Community Development, Beckie Flores, has been invited by CalAHA to participate as a panelist in one of the conference sessions at this year's NAHRO Summer Conference. The conference will be held in Portland, Oregon and Ms. Flores has been asked to attend on July 16<sup>th</sup>. She and the other panelists will be speaking on the topic of "Bridge to Homeownership" where the Trio Lease Option program will be presented and discussed. This is an excellent opportunity to highlight the successes of the Trio program and Regional Housing Authority's role in the program's design and operation.

The estimated cost for this conference is approximately \$1,000.00 for registration, hotel, airfare and meals. There is no cost to the Housing Authority as CalAHA has offered to cover the cost of Ms. Flores' conference and travel expenses (see attached letter).

**Recommendation:** It is recommended that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties approve attendance of the NAHRO Summer Conference in Portland, Oregon on July 16, 2016 by the Assistant Manager of Planning and Community Development.

**Submitted by:**

  
\_\_\_\_\_  
Gustavo Becerra, Interim Executive Director

**Attachment(s):** Letter from California Affordable Housing Agency (CalAHA)



California Affordable Housing Agency

June 3, 2016

Mr. Gustavo Becerra  
Interim Executive Director  
Regional Housing Authority of Sutter and Nevada Counties  
1455 Butte House Road  
Yuba City, CA 95993

Subject: NAHRO Summer Conference – Portland, OR  
CalAHA-TRIO Panel Participation Invitation – Beckie Flores

Dear Mr. Becerra:

CalAHA requests RHASNC employee Beckie Flores attend and participate in a CalAHA panel presentation to national NAHRO Summer Conference attendees. The session is entitled “Bridge to Home Ownership”, where the TRIO Lease Option program will be presented and discussed. The session is scheduled for Saturday, July 16, 1:15 p.m. to 2:45 p.m., at NAHRO’s National Summer Conference in Portland, Oregon.

CalAHA extends this invitation to Ms. Flores to include coverage of her travel expenses, including payment of air transportation to and from Portland, a night of lodging, per diem and incidentals. We propose to reimburse RHASNC for the expenses incurred in making the trip.

Please let us know at your earliest convenience of Beckie’s availability, so we can ensure necessary arrangements are secured as soon as possible.

Thank you for your consideration.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Edward S. Mayer'.

Edward S. Mayer  
Chair

## Employment Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of June, 2016, between the Regional Housing Authority of Sutter and Nevada Counties, a California public housing authority, having its principal place of business at 1455 Butte House Road, Yuba City, California 95993, (hereinafter referred to as "Employer"), and Gustavo Becerra, who resides at 1669 Brookfield Court, Yuba City, California 95993, (hereinafter referred to as "Employee").

### FIRST Type of Employment

The employment of Employee by Employer is an **at-will employment**, and as such, Employee shall serve at the direction and pleasure of the Authority Board of Commissioners. As an at-will employee, Employee can be terminated at any time by Employer, and for any reason or for no reason at all. This Agreement shall be effective as of June \_\_\_\_\_, 2016.

### SECOND Duties of Employee

Employee shall serve as Executive Director of Employer, and Employee shall do and perform all services, acts or things necessary or advisable to fulfill the duties of Executive Director, and as delegated to him by the Authority's Board of Commissioners. Additionally, Employee shall attend all meetings of Authority's Board of Commissioners. Employee shall, at all times, be subject to the direction of Authority's Board of Commissioners and shall carry out the policies established by the Board of Commissioners.

Employee shall devote his entire employment time, his ability and interest to the business of the Employer throughout the term of this Agreement. During his employment, Employee shall devote such time, interest, and effort to the performance of this Agreement as may be fairly and reasonably necessary.

Employee shall not, directly or indirectly, render any services of a business, commercial or professional nature, to any other person or organization, whether for compensation or otherwise, without the prior written consent of Employer.

Employee agrees that the services to be performed under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character that gives them peculiar value to Employer, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Employee agrees that Employer, in addition to any other rights or remedies Employer may have, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of this Agreement by Employee.

The employment relationship between the parties shall be governed by the general employment policies and practices of Employer, including but not limited to those relating to protecting confidential information, and those pertaining to legal compliance and business ethics; provided, however, that when the terms of this Agreement differ from or conflict with Employer's general employment policies or practices, this Agreement shall control.

THIRD  
Compensation of Employee

As compensation for his services hereunder, Employee shall receive a salary as follows: the sum of Ten Thousand Eight Hundred Fifty Dollars and Seventy Five Cents (\$10,850.75) per month, payable in equal bi-weekly installments of Five Thousand Eight Dollars and Four Cents (\$5,008.04). Authority may review Employee's performance and salary at any time.

FOURTH  
Employee Benefits

RETIREMENT: Employee agrees to pay Employee's Public Employees' Retirement System (PERS) contribution of seven percent (7%).

DEFERRED COMPENSATION PLAN: Employer shall contribute an amount equivalent to five percent (5%) of Employee's gross bi-weekly salary each pay period, to Employee's deferred compensation plan.

VACATION: Employee shall be entitled to vacation time as provided in the Authority Employee Handbook or MOU, or as determined by the Authority's Board of Commissioners.

HOLIDAY: Employee shall be entitled to those holidays as provided in the Authority Employee Handbook or MOU, or as determined by the Authority's Board of Commissioners.

ADMINISTRATIVE LEAVE: Employee shall not be eligible for overtime nor for equivalent time off in lieu thereof; provided, however, that Employee shall be eligible for five (5) days administrative leave per calendar year in lieu of any overtime. Such administrative leave shall be credited to Employee as of January 1<sup>st</sup> of each year.

Employee may request a cash payment of up to forty (40) hours of Administrative Leave per calendar year. Authority's Board of Commissioners will review said request. Requests for cash payments should be submitted by June 30<sup>th</sup> of each calendar year so that there is sufficient time for Employee to use the Administrative Leave before the end of the year if cash payment is not approved by Authority's Board of Commissioners.

Employee shall use discretion in selecting the time at which such compensatory time off is taken, taking into consideration the needs of Employer. Employee will not be paid for unused compensatory time when employment is terminated.

SICK LEAVE: Employee shall be entitled to those sick leave benefits as provided in the Authority's Employee Handbook or MOU.



BEREAVEMENT LEAVE: Employee shall be entitled to bereavement leave as provided in the Authority Employee Handbook or MOU,

MEDICAL BENEFITS: Employee shall be entitled to those medical benefits as provided in the Authority's Employee Handbook or MOU.

FIFTH  
Obligation of Employer

Employer agrees to provide the Employee with a private office, stenographic help, office staff, equipment and supplies, and such other facilities and services, which are suitable to the Employee's position and adequate for the performance of his duties.

SIXTH  
Obligation of Employee

Employee shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, Corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of the Employer. The foregoing obligation of the Employee not to compete with the Employer shall not prohibit the employee from owning or purchasing any corporate securities which are regularly traded on a recognized stock exchange or over the counter market.

SEVENTH  
Termination of Employment

Employee shall give Employer at least forty five (45) days written notice of termination of this agreement by Employee. Employee may be terminated at any time, without cause. In the event Employee is terminated without cause, Employee shall receive three (3) months' severance pay. If Employee is terminated for cause, then no severance pay shall be paid to Employee. Cause shall mean, but is not limited to, the following:

- (1) Willful breach or habitual neglect of duties which Employee is required to perform;
- (2) Acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude as would prevent the effective performance of his duties;
- (3) Unauthorized use or embezzlement of Authority funds;
- (4) Insubordination and/or failure to follow directives or policies of Authority's Board of Commissioners.

This Agreement shall terminate immediately on the occurrence of any one of the following events:

- (1) The death of the Employee.
- (2) The loss by the Employee of legal capacity.

Employer may terminate this Agreement, in its sole discretion in the event of:

- (1) The willful breach of duty by the Employee in the course of his employment unless waived by the Employer in writing.
- (2) Neglect by the Employee of his employment duties, unless waived by the Employer in writing.
- (3) The continued incapacity on the part of the Employee to perform his duties in excess of ninety (90) days, unless waived by the Employer in writing.

Upon termination of this Employment Agreement, Employee shall be entitled to the compensation earned by him prior to the date of termination as provided for in this Agreement computed on a pro-rata basis up to, and including, that date, and all accrued and unused vacation time.

#### EIGHTH Litigation

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or for damages, the prevailing party shall be entitled to

reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which said party may be entitled.

Prior to litigation of any issue pertaining to this Agreement, the parties are to participate in mediation, where each party is to bear his or its own attorney fees and costs. If any party refuses to participate in good faith in mediation, that party waives the right to collect attorney fees as prevailing party in any subsequent litigation.

## NINTH

### Other Provisions

(1) Employee may not assign this Agreement.

(2) Nothing in this Agreement, express or implied, is intended to confer on any third person any rights or remedies under or because of this Agreement. There are no third party beneficiaries of this Agreement.

(3) This Agreement, together with any written additions, amendments or deletions thereto, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the Employee by Employer and contains all the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

(4) Any notices to be given hereunder by either party to the other may be effected either by personal delivery, in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change his/its address by written notice in

accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated three (3) days after mailing.

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

(6) Employee acknowledges and agrees that he has had the opportunity to discuss this Agreement with counsel of his choosing. This Agreement shall be deemed a negotiated agreement, prepared by both parties, and shall not be construed against either party because of the preparation or drafting hereof.

(7) Any amendments, changes or modifications to this Agreement shall only be valid if in writing and signed by the parties hereto.

(8) This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any mediation or litigation shall be in Sutter County, California.

Executed at Yuba City, California, on the day and year first above written.

REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA  
COUNTIES

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Martha Griese  
Chairman, Board of Commissioner

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Gustavo Becerra