



The City of San Diego

Staff Report

DATE ISSUED: December 5, 2023

TO: San Diego Housing Authority Members

FROM: Councilmember Joe LaCava, District 1 and Chair, Ad Hoc Working Group for the Recruitment of the San Diego Housing Commission President and Chief Executive Officer

SUBJECT: Appointment of Lisa Jones as the President and Chief Executive Officer of the San Diego Housing Commission and Executive Director of the San Diego Housing Authority, and Approval of an Employment Agreement for the Position.

Primary Contact: Brian Elliott Phone: (619) 510-6874

Council District(s): Citywide

OVERVIEW:

This item requests actions authorizing the Housing Authority of the City of San Diego to enter into an employment agreement to employ Lisa Jones as the President and Chief Executive Officer of the San Diego Housing Commission and as the Executive Director of Housing Authority of the City of San Diego.

PROPOSED ACTIONS:

Staff's recommendation is to adopt a resolution with the following:

1. Housing Authority appoints Lisa Jones to serve as President and Chief Executive Officer of the Housing Commission and Executive Director of the Housing Authority, effective December 13, 2023, for a three year term with two one-year options to extend, with an initial annual salary of \$350,000 and the benefits described in the employment agreement on file in the Office of the City Clerk.
2. Housing Authority approves the employment agreement with Lisa Jones as President and Chief Executive Officer of the Housing Commission and Executive Director of the Housing Authority, and authorizes the Chair of the Housing Authority to execute the employment agreement.
3. Housing Commission is authorized to take all necessary actions to implement the employment agreement including amending the Fiscal Year 2024 Housing Commission budget, if necessary .

DISCUSSION OF ITEM:

Effective March 31, 2022, Rick Gentry resigned as the San Diego Housing Commission (SDHC) President and Chief Executive Officer (CEO). Following Mr. Gentry's resignation, Council President Sean Elo-Rivera created the Ad Hoc Working Group for the Recruitment of the San Diego Housing

Commission President and Chief Executive Officer (Ad Hoc Working Group) on June 28, 2022. Jeff Davis was appointed Interim President and CEO by Housing Authority Resolution (HA-1939) on March 15, 2022, effective April 1, 2022. Per San Diego Municipal Code §98.0301(i), the Housing Authority of the City of San Diego (Housing Authority) shall appoint the SDHC President.

Council President Elo-Rivera tasked the Ad Hoc Working Group with selecting an executive hiring firm, serving as a conduit for community and stakeholder engagement, and vetting and narrowing the pool of applicants for the next permanent President and CEO of SDHC. During that process, Gans, Gans & Associates (GGA) was selected through a competitive procurement process as the Executive Search Firm to perform the nationwide search.

Prospective candidate responses were received and reviewed by GGA. During the weeks of October 23, 2023 and October 30, 2023, the Ad Hoc Working Group interviewed the top eight (8) candidates. As a result of those interviews, three (3) finalists were asked to be further interviewed in closed session meetings of the San Diego Housing Authority of the City of San Diego (Housing Authority) on November 13, 2023 and November 14, 2023.

As a result of that closed session, Council President Elo-Rivera, as Chair of the Housing Authority, and Councilmember LaCava were directed to work with the appropriate SDHC staff and GGA to attempt to negotiate an employment agreement with one of the applicants and to bring that agreement back to the Housing Authority for action. Further, GGA was requested to perform final reference checks. The reference checks were satisfactory, and a proposed agreement has been negotiated. That agreement, with Lisa Jones is included in the supporting materials for this item.

Recruitment Process

Council President Sean Elo-Rivera created the Ad Hoc Working Group for the Recruitment of the San Diego Housing Commission President and Chief Executive Officer (Ad Hoc Working Group) to work with the selected executive search firm to facilitate stakeholder meetings, interview candidates, and make recommendations to the Housing Authority. The Ad Hoc Working Group was created on June 28, 2022 and two subsequent appointments were made on January 19, 2023 and October 14, 2023.

Ad Hoc Working Group Members

Councilmember Joe LaCava, Chair
Councilmember Stephen Whitburn¹
Former Councilmember Chris Cate
San Diego Housing Commissioner Johanna Hester
San Diego Housing Commissioner Ryan Clumpner
Sue Reynolds
Roberta Spoon - Mayoral Recommendation
Derrick Luckett – Community Recommendation²

¹ On January 19, 2023 Council President Elo-Rivera issued a memorandum updating the Ad Hoc Working Group members to include Councilmember Stephen Whitburn. Former Councilmember Chris Cate remains on the Ad Hoc Working Group as a member of the public.

² On October 14, 2023 Council President Elo-Rivera issued a memorandum updating the Ad Hoc Working Group members to include Derrick Luckett. Mr. Luckett was added per the recommendation of community members during the stakeholder engagement conducted by the executive search firm.

Executive Search Firm

A competitive procurement process, facilitated by SDHC's Procurement Department, was conducted in accordance with the Housing Commission's Approved Statement of Procurement Policy PO-PUR-373.01 to select an Executive Search Firm to assist the Ad Hoc Working Group.

A Request for Proposal (RFP#: HR-23-01) was released July 28, 2022 with a submittal deadline of August 29, 2022. On November 29, 2022, a contract was executed between the San Diego Housing Commission and Gans, Gans & Associates.

Gans, Gans & Associates is a national executive search firm specializing in recruitment services for public housing executives and other nonprofit executives. GGA brings experience and knowledge of the housing industry, along with their extensive and diverse database of housing professionals. GGA has provided executive recruitment services to five of the ten largest housing authorities in the country, and over 100 housing and redevelopment authorities and public-sector entities in 18 states and the Virgin Islands.

Candidate Recruitment and Stakeholder Engagement

GGA conducted a nationwide search to identify qualified candidates for the President and CEO position. Qualified candidates provided resumes, relevant work history, and completed questionnaires. Beginning on October 24, 2023, GGA brought eight (8) candidates before the AD Hoc Working Group for virtual interviews. All candidates were asked an identical series of 14 questions. On November 3, 2023, the Ad Hoc Working Group provided a list of three (3) finalists to proceed to in-person interviews with the Housing Authority.

Concurrent to the candidate recruitment GGA conducted stakeholder interviews with individuals and groups recommended by the Ad Hoc Working Group. All stakeholder interviews were conducted prior to candidate interviews and the Ad Hoc Working Group was provided a summary of the stakeholder input.

Candidate Interviews

Eight (8) candidates were presented to the Ad Hoc Working Group for interviews. The material offered in advance to the Committee was the same as being presented to the Housing Authority including personal resumes as well as written responses to key questions. To meet the calendars of the Committee and the candidates, five (5) interviews were conducted the week of October 23rd and three (3) interviews were conducted the week of October 30th. Subsequently, candidates were individually interviewed via Zoom in one-hour sessions with each candidate being asked the same questions. The questions generally followed the priorities identified through the stakeholder input. After the last interview, the Committee convened to discuss the merits of each candidate and consensus was reached on the three candidates submitted for the Housing Authority's considerations.

Appointment

The Housing Authority was asked to select in Closed Session the next SDHC President and CEO from the finalists identified by the Ad Hoc Working Group. Prior to appointment in open session, GGA worked with the selected candidate and SDHC to finalize the candidate's employment contract. The candidate, negotiated contract, and salary are all included in this item.

City of San Diego Strategic Plan:

This item relates to the Strategic Plan's Priority Area: Create Homes For All of Us by recruiting the President, Chief Executive Officer, and Executive Director of the Housing Authority to carry out the SDHC's responsibilities and support its day-to-day operations.

Fiscal Considerations:

The proposed agreement with Lisa Jones as the President and Chief Executive Officer of the San Diego Housing and the Executive Director of the Housing Authority is for a three year term with two one-year options to extend, with an initial annual salary of \$350,000 and the benefits described in the employment agreement such as health and retirement benefits, annual leave, and tuition credits.

Charter Section 225 Disclosure of Business Interests:

N/A

Environmental Impact:

This activity is not a project as defined by the California Environmental Quality Act Section 21065 and State CEQA Guidelines Section 15378(b)(5), as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment. Thus, this activity would not be subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Climate Action Plan Implementation:

This item does not have a direct connection to the implementation of the Climate Action Plan.

Equal Opportunity Contracting Information (if applicable):

N/A

Previous Council and/or Committee Actions:

On November 13, 2023 and November 14, 2023 there were closed session meetings of the Housing Authority of the City of San Diego as referenced above.

On July 25, 2023 the Housing Authority received a status update on the recruitment of the San Diego Housing Commission President and Chief Executive Officer.

On March 21, 2023 the Housing Authority received a status update on the recruitment of the San Diego Housing Commission President and Chief Executive Officer.

On November 14, 2022, an informational update on the recruitment process was presented to the Select Committee on San Diego Housing Commission Oversight and Reform.

Planning Commission Action:

N/A

Key Stakeholders and Community Outreach Efforts:

Gans, Gans & Associates conducted public and stakeholder meetings during the recruitment and hiring process of the President and Chief Executive Officer for the San Diego Housing Commission.

Victoria Joes

Victoria Joes, Chief of Staff

EMPLOYMENT AGREEMENT

The San Diego Housing Authority (“Employer”) and Lisa Jones (“Employee”) agree to the following terms and conditions of employment, as set forth in this Employment Agreement (“Agreement”):

1. Employment. Employer agrees to employ Employee under San Diego Municipal Code section 98.0301 as the President and Chief Executive Officer of the Housing Commission and the Executive Director of Employer and Employee agrees to such employment with Employer. The term of Employee’s employment shall commence on December 13, 2023, and continue for a period of three years, with two one-year extension options upon the mutual agreement of Employer and Employee, or until earlier terminated, as set forth in Section 5 below (“Employment Term”). The Employment Term is subject to review and potential extension annually by Employer at the sole discretion of Employer.

2. Duties.

2.1 General Duties. During the Employment Term, Employee is employed to:

Use Employee’s best judgment and skills to act as the President and Chief Executive Officer of the Housing Commission and the Executive Director of Employer;

Use Employee’s experience to benefit Employer in accordance with all applicable laws, policies, administrative regulations and rules;

Use Employee’s unique and special knowledge, expertise, and abilities to report to the Board of Commissioners of the Housing Commission and the members of Employer;

Use Employee’s management and leadership skills;

(v) Be accountable to both Employer and the Housing Commission while overseeing the development and implementation of short- and long-term plans, policies, budgets, and strategies to further the Housing Commission’s mission and address Employer’s and the Housing Commission’s priorities as directed by members of Employer and Board of Commissioners;

(vi) Be responsible for coordinating housing policy among all housing entities within the City of San Diego; and

(vii) Employee shall at all times be subject to the policies of Employer and the Housing Commission, and shall comply with all administrative regulations of Employer and all federal, state, and local laws, rules and regulations, including conflict of interest laws, rules and regulations.

2.2 Loyal and Conscientious Effort. Employee agrees that, to the best of Employee's abilities and experience, Employee will at all times loyally and conscientiously perform all of the duties and obligations required of Employee under this Agreement, either expressly or implicitly, for the benefit of Employer and in accordance with all applicable laws and regulations. Further, Employee agrees not to engage in outside employment or consultant work for compensation while serving as an employee of Employer, unless expressly permitted by Employer, in writing, and determined that such outside employment and/or consultant work does not cause any conflict of interest or issue of incompatible office under any applicable federal, state, or local law.

2.3 Uniqueness of Employee's Services. Employee represents that the services to be performed by Employee under this Agreement are of a special, unique, unusual, extraordinary and intellectual character of a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages obtained in an action at law. Employee therefore expressly agrees that Employer, in addition to any other rights or remedies which Employer may possess, shall be entitled to equitable relief as appropriate, in the event of a default by Employee or the failure of Employee to adhere to Employer's standards of conduct.

2.4 Annual Review. The Board of Commissioners shall conduct an annual performance review of Employee and shall present the performance review to Employer at a properly noticed closed session meeting for approval. The Board of Commissioners shall recommend Employee's annual compensation for Employer approval at a properly noticed open session meeting of Employer, which may include additional compensation for exceeding performance goals previously established by Employer at Employee's annual performance in the preceding year.

3. Compensation and Benefits.

3.1 Base Compensation. As base annual compensation for services rendered under this Agreement, Employee shall be entitled to receive from Employer a base salary of \$350,000.00 per year, payable in bi-weekly installments during the Employment Term, prorated for any partial employment period. The salary set forth in this Agreement is subject to review annually by Employer in the sole discretion of Employer. Nothing contained in this Agreement shall guarantee that Employee's salary will be increased in any year.

3.2 Withholding of Taxes. As required by law, Employer shall withhold from the compensation due Employee any and all sums required to be withheld.

3.3 Medical Coverage. Employer, through the Housing Commission, agrees to maintain group medical insurance coverage through the Employment Term of this Agreement and to make the same available to Employee on the same terms and conditions applicable to all other management employees of the Housing Commission.

3.4 Flex Benefit Credits and Tuition Credits. Employee shall be entitled to executive-level Flexible Benefit Credits per year, and Tuition Credits in the amount of \$5,000 per year, each to be used in accordance with the terms and provisions of Housing Commission's policies concerning the same, as amended from time to time. Such amounts shall be adjusted from time to

time, and shall be commensurate with Commission managements level benefits throughout the term of this Agreement.

3.5 Retirement Plans. In addition to the benefits referenced above, Employee shall be entitled to the pension benefits provided under the Housing Commission’s retirement plan in effect during the Employment Term. Such plan is a defined contribution plan, whereby Employer, through the Housing Commission, currently makes a non-elective contribution on Employee’s behalf, currently in the amount of 14 percent of base salary each year. There is no warranty that the current Employer contribution to the pension plan will continue during the Employment Term. The pension plan is subject to revision by the Board of Commissioners or Employer. In addition, Employee shall be entitled to participate in the Housing Commission’s current 457 Plan, wherein the Housing Commission currently contributes 1 percent of an employee’s base salary on a noncontributory basis. Currently, Employee may defer up to an additional 1.5 percent of Employee’s base salary and contribute the same to the 457 Plan, with the Housing Commission matching the additional 1.5 percent Employee contribution. Accordingly, the current maximum contribution to the 457 Plan in any one year, would be 2.5 percent by Employer and 1.5 percent by Employee, for a total of 4 percent of base salary. In addition, Employee may defer additional compensation, without Housing Commission matching, as may be permitted, from time to time, under the terms of the Housing Commission’s 457 Plan.

3.6 Annual Leave. Employee shall be entitled to annual leave of 28 days per year of paid time off during the Employment Term.

3.7 Additional Benefits. In addition to the foregoing, Employee shall be entitled to such basic term life/accidental death and dismemberment and long-term disability income benefits as are provided to management employees of the Housing Commission.

4. Employment of Employee Contingent. The employment of Employee by Employer is contingent upon the following occurring to the satisfaction of Employer:

- (a) Verification and maintenance of an acceptable driving record;
- (b) Insurability under the Housing Commission’s or Employee’s automobile liability insurance carrier’s requirements;
- (c) Satisfactory completion and filing of Employee’s Form 700; and
- (d) Such other and further requirements of employment with Employer as referenced in the personnel policies of the Housing Commission.

5. Termination. San Diego Municipal Code section 98.0301 authorizes Employer to remove Employee from office at any time. In recognition of the need for Employer to adjust to future changes affecting Employer on short notice, which is Employer’s right under the terms of Municipal Code section 98.0301(i)(3), upon the termination of this Agreement by Employer, Employee shall be entitled to severance compensation in an amount equal to Employee’s base salary for the remaining months of the Employment Term, not to exceed 12 months. Employee may terminate this Agreement by delivering 30 days written notice to Employer, in which case

Employee shall not be entitled to any severance compensation. In addition, Employee will not be entitled to any severance compensation if any of the following occurs:

- (a) Employee is convicted or pled guilty or nolo contendere to any felony or crime involving moral turpitude or dishonesty;
- (b) Participated in a fraud or embezzlement against Employer or Housing Commission;
- (c) Failed to substantially perform the material duties and obligations of employment, which failure continues uncured after written notice by Employer or Housing Commission, and a reasonable opportunity to cure; or
- (d) Material violation of a statutory duty Employee owed to Employer or Housing Commission, which violation continues uncured after written notice by the Employer or Housing Commission, and a reasonable opportunity to cure.

6. General Provisions.

6.1 Notices. Any notices under this Agreement shall be in writing and sent (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). All notices shall be delivered to the following addresses, or such other addresses as changed by any party from time to time by written notice to the other parties hereto:

If to Employer: San Diego Housing Authority
Attention: Chair of the Housing Authority
202 C. Street, 10th Floor
San Diego, CA 92101

San Diego Housing Commission
Attention: Human Resources
1222 Broadway, Suite 300
San Diego, CA 92101

General Counsel of the San Diego Housing Authority
Attention: Office of the City Attorney
1200 Third Ave., Suite 1620
San Diego, CA 92101

If to Employee: Lisa Jones
1222 Broadway, Suite 300
San Diego, CA 92101

6.2 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties, with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no

representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement, shall be valid or binding. Any modification of this Agreement shall be effective only if in writing signed by Employer and Employee.

6.3 Partial Invalidity. If any provision of 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.

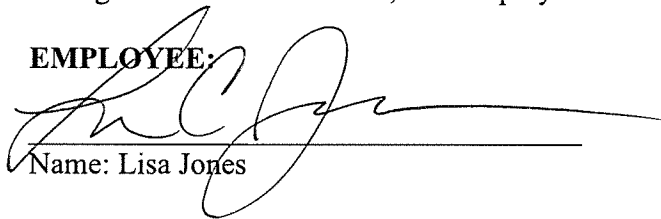
6.4 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.5 Counterparts. This Agreement may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same Agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

6.6 Passage by Resolution. This Agreement will be effective upon Employer approval at a properly noticed open session meeting of Employer.

IN WITNESS WHEREOF, this Agreement is executed by Employer, acting by and through its authorized officer, and Employee.

EMPLOYEE:



Name: Lisa Jones

EMPLOYER:

San Diego Housing Authority:

By: _____
Sean Elo-Rivera, City Council President and
Chair of the Housing Authority

Approved as to Form:

Mara W. Elliott, City Attorney and
General Counsel of the Housing Authority

By: _____
Miguel Merrell, Deputy City Attorney and
General Counsel of the Housing Authority

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO

RESOLUTION NUMBER HA-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO APPOINTING LISA JONES AS PRESIDENT AND CHIEF EXECUTIVE OFFICER OF THE SAN DIEGO HOUSING COMMISSION AND EXECUTIVE DIRECTOR OF THE SAN DIEGO HOUSING AUTHORITY, AND APPROVING AN EMPLOYMENT AGREEMENT FOR THE POSITION.

WHEREAS, by Housing Authority Resolution HA-1390 (July 29, 2008), the San Diego Housing Authority appointed Richard Gentry as the President and Chief Executive Officer (CEO) of the San Diego Housing Commission and Executive Director of the Housing Authority; and

WHEREAS, Mr. Gentry announced his resignation on February 22, 2022, which was effective on March 31, 2022; and

WHEREAS, Jeff Davis was appointed Interim President and CEO of the Housing Commission and Executive Director of the Housing Authority by Housing Authority Resolution HA-1939 (March 15, 2022), effective April 1, 2022; and

WHEREAS, San Diego City Council President and Chief of the Housing Authority Sean Elo-Rivera established an Ad Hoc Working Group on June 28, 2022, and tasked it with selecting an executive hiring firm, serving as a conduit for community and stakeholder engagement, and vetting and narrowing the pool of applicants for the next President and CEO of the Housing Commission and Executive Director of the Housing Authority; and

WHEREAS, the Ad Hoc Working Group interviewed eight candidates during the weeks of October 23 and 30, 2023, and three finalists were asked to be further interviewed; and

WHEREAS, the Housing Authority met in closed session to interview the three finalists as permitted under California Government Code section 54957(b)(1); and

WHEREAS, following those interviews, Council President Elo-Rivera and Councilmember Joe LaCava were directed to work with the appropriate Housing Commission staff and the recruiter to attempt to negotiate an employment agreement with one of the applicants and return the proposed agreement to the Housing Authority for action; and

WHEREAS, those negotiations concluded with candidate Lisa Jones; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, including information provided by affected third parties and verified by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT RESOLVED, by the Housing Authority of the City of San Diego, that the Housing Authority appoints Lisa Jones to serve as President and Chief Executive Officer of the Housing Commission and Executive Director of the Housing Authority, effective December 13, 2023, for a three-year term with two one-year options to extend, with an initial annual salary of \$350,000 and the benefits described in the employment agreement on file in the Office of the City Clerk as Document No. RR-_____.

BE IT FURTHER RESOLVED, that the Housing Authority approves the employment agreement with Lisa Jones as President and Chief Executive Officer of the Housing Commission and Executive Director of the Housing Authority, and authorizes the Chair of the Housing Authority to execute the employment agreement on file in the Office of the City Clerk as Document No. RR-_____.

BE IT FURTHER RESOLVED, that the Housing Commission is authorized to take all necessary actions to implement the employment agreement on file in the Office of the City Clerk as Document No. RR-_____, including amending the Fiscal Year 2024 Housing Commission budget, if necessary.

APPROVED: MARA W. ELLIOTT, General Counsel

By _____
Miguel Merrell
Deputy General Counsel

MM:jvg
October 18, 2023
Or.Dept: City Council - District 1
CC No. N/A
Doc. No. 3450862