

BOARD OF SUPERVISORS
Yolo County, California

To: CAO ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-98: Item No. 6, of the Board of Supervisors' meeting of July 13, 2021.

MOTION: Villegas. SECOND: Barajas. AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

6.

Approve a Memorandum of Understanding with Yolo County Housing for provision of Interim Executive Director services by County staff through December 31, 2022. (No general fund impact) (Nunes)

Approved **Agreement No. 21-163** on Consent.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 6. County Administrator

Board of Supervisors

Meeting Date: 07/13/2021

Brief Title: Approve Updated MOU with Yolo County Housing for Administrative Services

From: Mindi Nunes, Assistant County Administrator, County Administrator's Office

Staff Contact: Mindi Nunes, Assistant County Administrator, County Administrator's Office, x8426

Subject

Approve a Memorandum of Understanding with Yolo County Housing for provision of Interim Executive Director services by County staff through December 31, 2022. (No general fund impact) (Nunes)

Recommended Action

Approve a Memorandum of Understanding with Yolo County Housing for provision of Interim Executive Director services by County staff through December 31, 2022.

Strategic Plan Goal(s)



Thriving Residents

Reason for Recommended Action/Background

The Yolo County Housing (YCH) Board of Commissioners has approved the continued employment of a County staff member to fill the role of Interim Executive Director. In order for the County to receive reimbursement from YCH for the cost of the staff member who will serve in this interim capacity, an interagency agreement has been developed. The purpose of the agreement is to establish the terms and conditions for the performance of Interim Executive Director services by Sandra Sigrist, an employee of the County, whom the YCH Board of Commissioners originally appointed on July 9, 2020, and reappointed on June 23, 2021.

Attached is the MOU (Att. A) outlining these terms and conditions. The County is responsible for assigning Ms. Sigrist to the position to provide the requested services on a full time basis until the agreement is terminated. The term of the agreement is July 15, 2020 through December 31, 2022 unless otherwise terminated with a 30-day notice of one party to the other. YCH is responsible for reimbursing the County for the full cost of the assigned employee, providing direction and for reimbursing costs associated with Ms. Sigrist work for YCH. The cost of the agreement is \$286,026.

Collaborations (including Board advisory groups and external partner agencies)

County Counsel, Yolo County Housing Board of Commissioners

Competitive Bid Process

N/A

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action	\$286,026
Amount budgeted for expenditure	\$0
Additional expenditure authority needed	\$0
On-going commitment (annual cost)	\$0

Source of Funds for this Expenditure

General Fund	\$286,026
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Further explanation as needed

The amount of the MOU will cover the cost of the employee resulting in a net zero expenditure.

Attachments

Att. A. MOU

Form Review**Inbox**

Mindi Nunes

Daniel Kim

Financial Services

County Counsel (Originator)

Elisa Sabatini

Form Started By: Hope Welton

Final Approval Date: 07/07/2021

Reviewed By

Mindi Nunes

Julie Dachtler

Chad Rinde

Phil Pogledich

Elisa Sabatini

Date

07/01/2021 11:07 AM

07/05/2021 07:09 AM

07/06/2021 09:04 PM

07/07/2021 09:45 AM

07/07/2021 09:53 AM

Started On: 07/01/2021 09:59 AM

Yolo County Agreement No. 21-163

Agreement No. 21-05JUL 13 2021
BY *Rupita Ramirez*
DEPUTY CLERK OF THE BOARD

**Agreement Between Yolo County and the Yolo County Housing Authority
Regarding Interim Executive Director Services**

This Agreement is entered into and effective on the 23rd day of June 2021, by and between the County of Yolo ("County"), the Housing Authority of the County of Yolo ("Yolo County Housing") and Sandra Sigrist, in her individual capacity. The County, Yolo County Housing and Sandra Sigrist are hereafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Yolo County Housing Board of Commissioners has authority to hire staff and contract for consulting and other services as necessary to support the work of the agency, including by contracting with one or more other local agencies for services; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions for the performance of Interim Executive Director services by Sandra Sigrist, an employee of the County, appointed with her consent to such position by the Board of Commissioners on July 9, 2020 and effective July 15, 2020; and

WHEREAS, the services covered by this Agreement include services within the responsibility of the Executive Director of New Hope Community Development Corporation, a 501(c) corporation, and Interim Executive Director of Yolo County Housing, as set forth in Exhibit A hereto and which is incorporated herein by this reference; and

WHEREAS, to express the expectations of Yolo County Housing, on the one hand, and the County, on the other, this Agreement includes provisions that define the anticipated role of the County and Ms. Sigrist and address related matters such as cost recovery, the timing and manner of reimbursements, term and termination, and other related matters.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

AGREEMENT

1. **Scope of Services; Costs.** As recited above, on July 9, 2020, the Yolo County Housing Board of Commissioners appointed Ms. Sigrist to the position of Interim Chief Executive Officer commencing July 15, 2020 and Ms. Sigrist accepted the appointment. On May 26, 2021, the Yolo County Housing Board of Commissioners updated the position of Chief Executive Officer to Executive Director. Consistent with these actions, and with Ms. Sigrist's consent (as also manifested through this Agreement), the County will assign Ms. Sigrist to provide the requested services. The assignment will be full time and shall continue until this Agreement is terminated. Ms. Sigrist will remain a full-time employee of the County during the term of this Agreement but shall report to the Board of Commissioners and carry out their direction regarding matters included within Exhibit A

and such other tasks and services as may be necessary and appropriate to manage Yolo County Housing and carry out its day-to-day operations. Further, as also set forth in Exhibit A, the County agrees that Ms. Sigrist may be assigned to serve in the capacity of Executive Director for New Hope Community Development Corporation, a 501(c) corporation operated in conjunction with Yolo County Housing, unless the Corporation's Board of Directors determines otherwise in its sole discretion. It is noted that on July 9, 2020, in conjunction with the Yolo County Housing Board of Commissioners, the Corporation's Board of Directors also appointed Ms. Sigrist to the position of Interim Executive Director commencing July 15, 2020 and Ms. Sigrist accepted that appointment as well.

As compensation for the services described herein, Ms. Sigrist will receive a Base Salary commensurate with Step 4 of the recently approved 5-Step pay scale for the Executive Director position with Yolo County Housing Authority. Ms. Sigrist will continue to receive associated retirement, vacation and other leave accrual, and other benefits together with any subsequent cost of living and other adjustments thereto that the County implements in the ordinary course of business for employees of the same classification. The County will have sole responsibility for all such matters including, by way of example only, paying Ms. Sigrist her salary and other compensable time on a biweekly basis. Yolo County Housing will reimburse the County for the full cost of Ms. Sigrist's salary and benefits, which are as follows as of the date of this Agreement:

Base Salary: \$179,432 Benefit Costs: \$106,594

To the extent there are any subsequent cost of living and other adjustments made to Ms. Sigrist's compensation, as indicated above, the County shall notify Yolo County Housing fifteen (15) days prior to implementation. Other matters such as any additional compensation and an allowance or reimbursement for personal vehicle use, cellular phone allowance, and/or an allowance for other equipment, shall be handled between Ms. Sigrist and Yolo County Housing in a mutually agreeable manner. Yolo County Housing shall advise the County of any additional compensation authorized by its Board of Commissioners for payment by the County, which when paid by County shall be subject to full reimbursement by Yolo County Housing pursuant to the terms of this Agreement.

During the term of this Agreement, unless Ms. Sigrist and Yolo County Housing otherwise agree, Ms. Sigrist shall be subject to reimbursement policies and similar policies and practices currently or hereafter implemented by Yolo County Housing. All reimbursements (e.g., for mileage traveled if no auto allowance is provided) shall be paid to Ms. Sigrist directly by Yolo County Housing.

- 2. Payments.** The County shall be reimbursed its actual cost for all compensation and benefits paid to Ms. Sigrist during the term of this Agreement. The County shall submit invoices for such costs to the Yolo County Housing Director of Finance with a request for payment authorization on at least a quarterly basis. Yolo County Housing will review invoices submitted by the County and either approve payment or advise the County of any concerns within 30 days after receiving each invoice. If payment is approved, it shall be made within 30 days of approval.

3. **Employee Rights, Duties and Obligations**. Ms. Sigrist shall report to and be responsible to the Board of Commissioners. She will be responsible and will have full authority for the management of Yolo County Housing, subject to and in accordance with the policies and direction set by the Board of Commissioners. The Board of Commissioners retains the right to alter the specific duties of Ms. Sigrist. However, her duties will at all times be consistent with the position of an Interim Executive Director or Chief Executive Officer of a public housing authority, as outlined in Exhibit A.

4. **Term and Termination**.
 - A. **Term**. This Agreement has a term of July 15, 2020 through December 31, 2022 unless sooner terminated as provided for herein.

 - B. **Termination**. Either party may terminate this Agreement prior to its expiration, with or without cause, by giving thirty (30) days prior written notice to the other party. In the event Ms. Sigrist is appointed permanently to the Executive Director (or similar) position by the Board of Commissioners or if she otherwise elects to leave County employment, this Agreement shall automatically terminate upon Ms. Sigrist's final day of County employment.

 - C. **Amendments**. Any amendment of this Agreement must be in writing and signed by all parties.

5. **Indemnity**.
 - A. **By Yolo County Housing**. Yolo County Housing shall indemnify, defend, and hold the County harmless from and against any and all claims and liabilities of every nature arising out of or in connection with Yolo County Housing's performance of its duties under this Agreement or its failure to comply with any obligations contained in this Agreement, as well as any third party claim or liability that may arise in connection with services provided by Ms. Sigrist in the course and scope of her work for Yolo County Housing under this Agreement. In providing any defense under this provision, Yolo County Housing shall use counsel reasonably acceptable to the County Counsel.

 - B. **By the County**. The County shall indemnify, defend, and hold Yolo County Housing harmless from and against any and all claims and liabilities of every nature that may arise due to the County's performance of its duties under this Agreement or its failure to comply with any obligations contained in this Agreement, as well as any claim or liability arising in connection with Ms. Sigrist's employment with the County during the term of this Agreement. In providing any defense under this provision, the County shall use counsel reasonably acceptable to the Board of Commissions or, at its sole option, counsel assigned by the Office of the County Counsel to represent Yolo County Housing.

6. **Governing Law**. This Agreement has been made and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and

enforced in accordance with California law.

7. **Notices.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the parties, as follows:

<u>To County:</u>	<u>To Yolo County Housing:</u>	<u>To Ms. Sigrist:</u>
County of Yolo	Yolo County Housing	Sandra Sigrist
625 Court Street, Room 202	47 West Main Street	c/o Yolo County Housing
Attn: County Administrator	Attn: Executive Director	147 West Main Street
Woodland, CA 95695	Woodland, CA 95695	Woodland, CA 95695
Tel: (530) 666-8150	Tel: (530) 662-5428	Tel: (530) 669-2219
Fax: (530) 668-4029	Fax: (530) 669-2241	Email: ssigrist@ych.ca.gov

8. **Severability.** Should any paragraph, clause or provision of this Agreement be construed to be against public policy or determined by a court of competent jurisdiction to be void, invalid or unenforceable, such construction and decisions shall affect only those paragraphs, clauses or provisions so construed or interpreted, and shall in no event affect the remaining paragraphs, clauses or provisions of this Agreement, which shall remain in force.
9. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each party has cooperated in the drafting and preparation of this Agreement, and this Agreement shall not be construed against any party on the basis of drafting.

Signatures on Following Page

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IN WITNESS WHEREOF, the Parties through their authorized representatives have executed this Agreement as of the date set forth above.

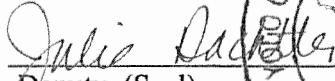
YOLO COUNTY HOUSING




Gary Sandy, Chair
Yolo County Housing

Date: 6/23/2021

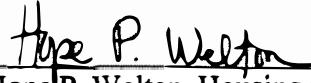
Attest: Julie Dachtler, Clerk
Yolo County Housing

By: 

Deputy (Seal)

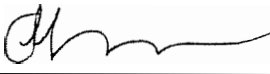


Approved as to Form:

By: 


Hope P. Welton, Housing Counsel

SANDRA SIGRIST



Sandra Sigrist

COUNTY OF YOLO



Jim Provenza, Chair
Yolo County Board of Supervisors

Date: 07/13/2021

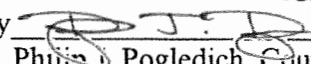
Attest: Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: 

Deputy (Seal)



Approved as to Form:

By: 

Philip Pogledich, County Counsel

EXECUTIVE DIRECTOR

General Description

Under general policy direction of the Board of Commissioners, the Executive Director's role is focused on organizational planning and management; fiscal oversight and sustainability; ensuring high quality services and communication with residents; building and maintaining strong external relations with the County, Cities, unincorporated communities throughout Yolo, and other key partners; and cultivating innovative and lasting partnerships to increase the supply of affordable housing in Yolo County, while maintaining and improving quality across the Housing Authority's existing portfolio.

Key Responsibilities

Leadership

- Collaborate with the Board, executive team and staff to develop and implement the agency's strategic plan.
- Provide dynamic and visionary leadership to the executive team and staff.
- Serve as agency spokesperson and lead on external relations, growing and sustaining strategic alliances with residents and other stakeholders that preserve and increase affordable housing.
- Participate in advocacy and public policy collaborative efforts at local, state and national levels.
- Serve as Executive Director of the Housing Authority's ancillary non-profit, New Hope Community Development Corporation.
- Serve as Executive Director and Secretary of the Dixon Housing Authority, the oversight body for the Dixon Migrant Center.

Management

- Ensure fiscal integrity and accountability, including risk management.
- Ensure accountability for progress indicators and outcomes.
- Work to obtain and maintain the Authority's "High Performer Status" in both Section 8 Housing Choice Voucher and Public Housing Programs.

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

- Develop and oversee implementation of policies and procedures.

Development

- Work collaboratively with partner jurisdictions and agencies to maintain and expand quality affordable housing throughout Yolo County, and in so doing improve each community's overall economic health.
- Review work of the ancillary non-profit, New Hope Community Development Corporation, and provide leadership and planning for full use of the non-profit's potential to advance charitable projects associated with maintaining, improving and expanding affordable housing throughout Yolo County.

Board and Community Relations

- Facilitate and support the work of the Board and Board development, providing highly responsible and complex support and ensuring their knowledge and familiarity with the programs and role of Housing Authorities.
- Sustain positive working relationships between the Board and resident organizations, including Resident Councils and other Resident-based initiatives.

Essential Functions

- Plan, organize, maintain oversight and evaluate through subordinate management staff all of the Housing Authority's programs including Housing Choice Vouchers, Public Housing and associated infrastructure, Client Services provided to participant in any program, Grants Management services, Facilities Maintenance Services, Migrant Housing, and Administration, including the Finance Department, purchasing, Information Technology and other service contracts, and administrative support for the agency.
- Develop housing concepts with input from County, Cities and unincorporated communities throughout Yolo County. Develop financing and negotiate final aspects of pre-construction activities. Following pre-construction phase, provide oversight to the bid process, contractor selection, construction, and acceptance of facilities through assigned staff.
- Monitor legislation and regulations affecting operations of the Housing Authority; ensure that all policies actively comply with legislation and regulations; oversee and approve auditing and reporting systems.
- Supervise and direct the development and administration of the Housing Authority's budget; direct the forecast of additional funds needed for staffing, equipment, materials

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and supplies; monitor and approve expenditures in alignment with current procurement standards; implement budget adjustments as warranted.

- Oversee the Housing Authority's Human Resources, including engagement in bargaining negotiations and compliance with labor relations agreements, and ensuring appropriate implementation of personnel policies, hiring, discipline and termination actions.
- Abide by the Authority's Risk Control Policy Statement assuring the highest level of safety and wellbeing of residents, tenants, employees, volunteers and visitors, abiding by all applicable laws and regulations which govern the health and safety of all, and employing risk control methods where feasible to prevent and control losses.

Experience and Attributes

- Demonstrates a strong commitment and passion for the mission, vision, values and culture of the Housing Authority of the County of Yolo.
- Approaches the work of the Housing Authority of the County of Yolo with unwavering ethical standards and integrity.
- Possesses an understanding of, and experience in, affordable housing development and federal program management in public and nonprofit entities.
- Demonstrates an ability to lead in an environment that requires navigating federal regulations and effective collaboration with partner organizations and individuals from diverse economic, educational and racial/ethnic backgrounds.
- Facilitates organizational success by building sustainability through positive cash flow and strong executive and staff teams.
- Employs excellent communication skills and cultural humility in working with diverse constituencies and empowering community residents.

Employment Standards

- Minimum of seven years successful senior management experience, including experience in a housing or real estate development agency or organization.
- High degree of knowledge of financial management practices, internal controls, budgeting and financial reporting.
- Strong working knowledge of organization and management practices, and Federal Housing & Urban Development (HUD) and State regulations associated with Housing Authorities.

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- Ability to effectively analyze problems, identify solutions, project consequences of proposed actions and prepare comprehensive reports and presentations involving complex subject matter, in clear, concise and easy-to-understand frameworks.
- Excellent written and verbal communication skills.
- English/Spanish bilingual preferred.
- A Bachelor's Degree in a related field from an accredited four-year college or university is required; a Master's degree is preferred.

Physical Demands, Working Conditions and Special Requirements

- A combination of field and desk work, with occasional lifting of up to 25 lbs, bending, stooping, squatting, reaching and coordinated use of fingers, hands and arms.
- Generally clean office environment, with limited exposure to conditions of dust, odors or noise.
- Must possess a valid driver's license, a good driving record and be insurable by the Housing Authority's insurance carrier; Must have current residence within the County of Yolo; possession of NAHRO Public Housing Manager Certification and/or Executive Management Certification is desirable.
- Public employees under Government Code 3100-3109 are required to perform duties as disaster service workers in the event of a natural, man-made, or war-caused emergency. To prepare for this service, employees in this classification code are required to complete the National Incident Management System (NIMS) trainings in line with the responsibility of their assigned position.

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