

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF HOLLISTER AND
SAN BENITO COUNTY REGARDING
CITY OF HOLLISTER HOUSING PROGRAMS COORDINATOR

This Memorandum of Understanding (MOU) between the City of Hollister and San Benito County ("SBC") establishes the rights and responsibilities of the Parties for the recruitment, selection, employment, job duties, and supervision of the City of Hollister Programs Coordinator.

RECITALS

1. The Parties recognize the need for and advantages of utilizing the services of the City of Hollister Development Services Director to supervisor the City of Hollister Housing Programs Coordinator (hereinafter "Coordinator").
2. The Parties recognize the potential advantage of implementing a joint City-County affordable housing program.
3. The Parties intend to utilize the cooperative working arrangement between the City of Hollister and County staff and, in particular, the services of the Coordinator, to implement a joint affordable housing program.

TERMS AND CONDITIONS

1. The Recitals contained herein are an integral part of this MOU.
2. City of Hollister shall determine the priorities and duties of the Coordinator, in accordance with an approved written job description.
3. The parties agree to participate and cooperate in the recruitment, hiring, and employment of the Coordinator and the implementation of affordable housing programs.
4. City of Hollister shall be responsible for all costs of recruiting, hiring, training, and employing Coordinator.
5. City of Hollister Development Services Director shall serve as the City of Hollister representative for purposes of this MOU.
6. The SBC Planning and Inspection Department Head shall serve as the SBC representative (hereinafter "SBC Representative") for purposes of this MOU.
7. Employment:
 - a. City of Hollister shall advertise the position in accordance with adopted City of Hollister recruitment and hiring policies.
 - b. City of Hollister Representative and SBC Representative shall review applications and by mutual consent determine a pool of qualified

candidates to consider for employment. If there is disagreement between the City of Hollister Representative and SBC Representative about the qualifications of a candidate, the candidate will not be included in the pool for further consideration.

- c. City of Hollister shall implement City of Hollister procedures for interviewing and selecting a candidate. The City of Hollister Representative and the SBC Representative shall both participate in interviews, establishment of a pool of best-qualified candidates, and candidate selection.
 - d. City of Hollister Representative and the SBC Representative shall jointly make a final determination of the ranking of best-qualified candidates.
 - e. City of Hollister shall make an offer of employment to the chosen candidate in accordance with adopted City employment and personnel policies and, in the event that the first-choice candidate is not hired, City of Hollister shall make an offer of employment to successive best-qualified candidates in order of ranking as it deems appropriate.
8. Supervision
- a. The City of Hollister Development Services Director shall supervise the Coordinator in the same manner that City Development Services Department employees are supervised. The Coordinator's job duties shall be established by the City of Hollister and shall include City of Hollister's identified priorities and responsibilities for the affordable housing program.
 - b. Using City of Hollister's evaluation tools and procedures, and in consultation with the City of Hollister Representative, the Development Services Director shall evaluate the Coordinator in writing monthly for the first three (3) months of employment every three (3) months for the next nine (9) months of employment, and annually after the first twelve months of employment.
 - c. The City of Hollister Development Services Director shall promptly provide the SCB Representative with a written copy of each evaluation and shall discuss any concerns.
 - d. The City of Hollister Development Services Director shall recommend any disciplinary action deemed appropriate should it become necessary, up to and including termination, and any disciplinary action regarding Coordinator shall be pursued by the City of Hollister and shall comply with the Personnel Rules and Regulations of the City of Hollister.
9. Promotion/Termination of the Coordinator
- a. In the event that an opportunity for promotion is made available by The City of Hollister, the City of Hollister Development Services Director shall

provide a written recommendation regarding the suitability of the person filling the Coordinator position for such promotion.

- b. In the event that the City of Hollister Development Services Director recommends and it is determined that the Coordinator should be terminated, the City of Hollister policies pertaining to employment termination shall be followed.

10. Workers Compensation

- a. City of Hollister shall provide full workers compensation coverage at the City of Hollister's sole cost for Coordinator.
- b. If City of Hollister identifies concerns regarding work-related conditions, the Parties shall work together to address and resolve those concerns.

11. Training

- a. City of Hollister shall provide adequate funding for expenses related to the Coordinator's attendance at relevant trainings offered by the California Department of Housing and Community Development, and at other relevant housing workshops and trainings, in an annual amount not less than \$2,000.
- b. City of Hollister and SBC shall share transportation to and from training events, and divide the costs equally, whenever possible for the Coordinator.

12. Provision of office space and equipment

- a. The City of Hollister shall provide a computer for the Coordinator.
- b. The City of Hollister shall provide suitable office space, office equipment (including telephone, fax, copier, printer), and office supplies for the Coordinator.
- c. SBC shall provide for the installation, connection, and service for the connection of Coordinator's computer to the SBC computer network, subject to the County's Information Technology Department's approval of the connection and any necessary security procedures/measures.

13. Payment by SBC

- a. All computer connections and monthly service charges related to the SBC computer network shall be provided solely at the expense of SBC.
- b. SBC shall reimburse The City of Hollister in the amount of 50% of the Coordinator's base salary.
- c. City of Hollister shall bill SBC for all costs incurred on a monthly basis and SBC shall make payment within 30 days.
- d. The salary range for the Housing Programs Coordinator is \$57,520.32 to \$69,916.60
- e. Employee shall perform work for San Benito County and City of Hollister based on each entity's share of total costs. Except for unusual circumstances,

Employee shall be stationed at County offices two days per week. Quarterly, Employee shall provide a report to the Board of Supervisors of the total hours worked/work performed on behalf the County.

14. Termination of MOU

- a. The provisions of this MOU may be terminated upon 90 days written notice by either Party.

15. The Position of Housing Programs Coordinator shall be a member of the SEIU bargaining unit.

County of San Benito

Ray Espinosa, County Administrative officer

Date: _____

ATTEST:

County Clerk of the Board

Date: _____

City of Hollister

William B. Avera, City Manager

Date: _____

ATTEST:

Thomas A. Graves, MMC, City Clerk

Date: _____