

Board of Directors’ Meeting

▶ CSAC Legislative Conference ◀

SAFE Credit Union Convention Center ■ 1400 J St. ■ Sacramento, CA ■ Ballroom B04

Wednesday, April 20, 2022 ■ upon adjournment of CSAC Urban Caucus Meeting*

PLEASE NOTE: There will be no remote participation available for this meeting.

** The UCC Board of Directors’ meeting will start immediately upon adjournment of the CSAC Urban Caucus meeting, which begins at 4 p.m. For agenda item scheduling purposes, we have assumed a 4:15 p.m. start for the UCC Board meeting, but the start time is subject to change but will be no later than 4:30 p.m.*

AGENDA

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|------|-------|--|---|
| 4:15 | I. | Call to Order | Supervisor Mendes |
| | II. | Roll Call of Counties | Grace Ferguson |
| | III. | Approval of March 2, 2022 Meeting Minutes – ACTION ITEM; attachment | Supervisor Mendes |
| 4:20 | IV. | Association Matters | UCC Staff/
Advocacy Team |
| | IV-A: | Review and Approval of Association Administrator’s Employee Contract Extension – ACTION ITEM; materials provided under separate cover | |
| | IV-B: | Introduction of and Presentation by New UCC Corporate Partner: Falcon, Inc. – Information only; attachment | |
| | | – Presentation by Julianne Ortman, Director of Governmental Relations | |
| 4:40 | V. | UCC Advocacy | UCC Advocacy Team/
Supervisor Mendes |
| | V-A: | The Bob Report | |
| | V-B: | State Budget Update | |
| | | – Governor’s CARE Court Proposal – ACTION ITEM; attachment | |
| | | – CalAIM | |
| | V-C: | Update on 2022 Priority Bills – Information only; attachment | |



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| 5:05 | VI. | Public Comment | Members of the Public |
| 5:10 | VII. | Topics for Next Meeting (<i>May 18 held via Zoom</i>) | All |
| | | – 2022-23 May Revision | |
| | | – Legislative Update | |
| | | – Other items? | |
| 5:15 | VIII. | Adjournment to UCC Legislative Reception | Supervisor Mendes |
| | | <i>Attendance at UCC Legislative reception is by invitation only.</i> | |

Item IV-A: Review and Approval of Association Administrator's Employee Contract Extension

March 31, 2022

To: UCC Board of Directors

From: Supervisor Buddy Mendes, UCC Chair
Hurst Brooks Espinosa, LLC

These materials are being sent under separate cover to UCC Board members.

Re: Approval of Association Administrator Contract Extension – ACTION ITEM

Attached please find a draft contract renewal agreement for Lennette Grace Ferguson, Association Administrator for the Urban Counties of California. Grace's contract expired in February 2022 and, at the request of UCC Chair Supervisor Mendes, we are providing the attached draft contract extension for your consideration and approval.

Chair Mendes, along with Supervisors Carson and Ellenberg, reviewed this draft contract and provided input that is reflected in the draft for consideration.

Lennette Grace Ferguson has worked for UCC for 14 years. Originally hired in the role of Executive Assistant to the UCC Executive Director, the Board-directed changes to the organizational structure resulted in a title change and revision of her job duties as of May 2020.

In the capacity of Association Administrator, Grace is the face of the organization to the outside world. She organizes all of our meetings, manages the day-to-day operations of the organization, and is valued as the institutional memory of UCC. While the change in Association management necessitated some adjustment to the existing contract, including ensuring that HBE acts as her supervisor on a contractual basis, there otherwise are minimal adjustments to the language of the contract.

In summary, the attached contract includes the following provisions:

- Provides clarity in supervisory roles and responsibilities. Grace is an employee of the UCC Board of Directors under the day-to-day direction of Hurst Brooks Espinosa, LLC.
- Sets the term of the contract to February 1, 2022 through June 30, 2025 to better correspond with the UCC fiscal year.



- Establishes Grace’s current salary at \$89,142.85 with a 3% increase effective February 1, 2022 through June 30, 2023; a 2% increase effective July 1, 2023 through June 30, 2024; and a 2% increase effective July 1, 2024 through June 30, 2025.
- Requires Grace to complete an annual self-evaluation commensurate with annual increases that shall serve as the basis for a performance evaluation.
- Notes that Grace’s salary and benefits are managed by the California State Association of Counties. (CSAC serves as the salary and benefits manager for a number of county-affiliated organizations and charges a 5 percent fee for doing so.) As such, Grace receives the same benefits (health, vision, and dental insurance; retirement; vacation; sick leave) as CSAC employees.

Attachment: Proposed Contract Extension

**Employment Agreement
Between
Urban Counties of California
And
Lennette Grace Ferguson**

This agreement is entered into between the Urban Counties of California, a California nonprofit corporation (hereinafter referred to as "UCC") and Lennette Grace Ferguson, for the position of the UCC Association Administrator.

- 1) **Employment.** Commencing February 1, 2022, UCC will employ Lennette Grace Ferguson ("employee") as the Association Administrator of UCC, upon the terms and conditions as herein set forth. The Association Administrator will perform such duties as are outlined in the attached job description and such other duties as determined by Hurst Brooks Espinosa, LLC, in its capacity as manager of UCC, or its predecessor, and the Board of Directors require. At all times, employee shall report to and consider Hurst Brooks Espinosa, LLC her supervisor.
- 2) **Term.** The term of the agreement shall commence on February 1, 2022 and continue through June 30, 2025, unless sooner terminated as hereinafter provided. The agreement can be renewed upon its expiration upon approval by the Board of Directors.
- 3) **Compensation**
 - a. As compensation for services provided hereunder, UCC shall pay to employee the amount of eighty-nine thousand one hundred forty-two dollars and 85 cents (\$89,142.85) annually, payable in twenty-six installments and subject to a three percent raise in the first year (2/1/22-6/30/23), a two percent cost of living increase inclusive for year two (7/1/23-6/30/24) and year three (7/1/24-6/30/25).
 - b. Commensurate with the compensation increases described in (a), employee shall annually prepare a self-evaluation as the basis of an annual performance evaluation.
 - c. Employee shall be entitled to participate in the California State Association of Counties (CSAC) benefit programs as specified in the CSAC Employee Handbook, with the cost borne by UCC.
 - d. CSAC shall administer payroll and benefits to employee as requested by UCC. Reimbursement will be made to CSAC by UCC.
 - e. Employee shall be entitled to vacation benefits subject to the earning, accrual, and cash-out policies outlined in the CSAC Employee Handbook and the agreement referenced in (c) above. Any unused vacation time shall be credited in cash upon termination of employment.
 - f. Employee shall earn one day of sick leave per month.
- 4) **Termination.** UCC may not terminate this Agreement without cause. Cause shall include but not be limited to failure to perform required services and change of the financial circumstances of UCC. Employee, however, may terminate the agreement upon giving 30 days prior written notice.
- 5) **Entire Agreement.** This written agreement constitutes the sole understanding, statements, instructions, representations, or agreements, whether written or oral.
- 6) **Amendment.** This agreement shall be amended only by a written instrument approved by both UCC and Lennette Grace Ferguson and signed by the UCC Board of Directors Chair and Lennette Grace Ferguson.

In witness whereof, the parties have executed this Agreement on this ____ day of _____, 2022.

Supervisor Buddy Mendes, Chair
Urban Counties of California

Lennette Grace Ferguson
Association Administrator