



**Contract Number**

17-808 A-1

**SAP Number**

## Board of Supervisors

**Department Contract Representative Telephone Number** \_\_\_\_\_  
\_\_\_\_\_

**Contractor** Gary McBride  
**Contractor Representative** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Contract Term** \_\_\_\_\_  
**Original Contract Amount** \_\_\_\_\_  
**Amendment Amount** \_\_\_\_\_  
**Total Contract Amount** \_\_\_\_\_  
**Cost Center** \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the County desires to continue the services of Contractor on the terms and conditions set forth in this Contract; and

**WHEREAS**, Contractor has the skills and knowledge necessary to provide the services for the County;

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree as follows:

Paragraph 1 of the contract is revised as follows:

1. **Term.**

The Term of this Contract shall commence on November 25, 2017 (pay period 26/17) and continue in effect through pay period 15/22, defined as the Initial Term, unless earlier terminated as hereinafter provided.

This Contract may be terminated at any time by Contractor by the giving of fourteen (14) days written notice of termination to the County.

The County may terminate this Contract for cause at any time. For the purpose of this Contract, cause shall be defined as: (1) flagrant or repeated neglect of duties, after Contractor has been notified in writing

of such neglect and provided thirty (30) days to correct the deficiencies; (2) willful misappropriation of public property; (3) willful and substantial violation of law related to the performance of the Contractor's duties; (4) willful falsification of a relevant official statement or document; or (5) failure to follow the clear direction of the Board of Supervisors given in a duly noticed meeting.

From pay period 03/19 through the end of the Term, this Contract may be terminated at any time by the County without cause by the giving of fourteen (14) days written notice of termination to Contractor.

The term of the contract will automatically renew for one additional year, ending pay period 15/23, unless notice by either party has been given at least 14 days prior to the end of the Initial Term.

This Amendment No. 1 becomes effective October 10, 2020.

Paragraph 2 of the contract is revised as follows:

**2. Duties and Responsibilities of Contractor.**

Contractor shall be employed as the Chief Executive Officer until the appointment of an interim or permanent Chief Executive Officer. Upon appointment of an interim or permanent Chief Executive Officer, Contractor shall be employed as the Strategic Projects Director with the County. Contractor shall work under the direction of the Board of Supervisors and in consultation with the Chief Executive Officer, performing a broad range of responsibilities including development and implementation of countywide strategies to improve outcomes and efficiencies across the County departments and its related entities as well as such other legally permissible duties as the Board of Supervisors may direct from time to time. Initial projects will include: addressing the immediate and long term fiscal impacts of the COVID pandemic and CARES Act funding issues and development and implementation of analytics strategies to determine efficacy and to provide the Board of Supervisors with information that is actionable and useful in determining strategic direction related to complex issues that require multi-departmental response, one example being the nexus between homelessness, mental illness, and incarceration.

Paragraph 4 of the contract is revised as follows:

**4. Compensation of Contractor.**

Contractor shall receive the following compensation:

- a. For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept an annual salary of approximately \$301,121, calculated for payroll purposes as Step 11 of Range 116. Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County exempt employees. Contractor shall receive any across-the-board salary adjustments as may be granted to, and at the same time as, positions in the Exempt Group. Contractor shall receive the same step advancements as positions in the Exempt Group.
- b. Effective pay period 01/21, beginning December 19, 2020, Contractor's hourly rate of pay will be changed to Step 14 of Range 106C; however, leave cash out and sick leave contribution to RMT at separation shall be paid at the higher of the Contractor's hourly rate at time of separation from the County or the Contractor's hourly rate of pay as of pay period 27/20.
- c. Except as provided herein, Contractor shall receive the same economic benefits as employees in Exempt Group A.
- d. During the first twenty-six pay periods of this Contract, Contractor shall accrue vacation, holiday and administrative leave at a rate of twice the rate as is accrued by positions in the Exempt Group. Thereafter, Contractor shall accrue vacation, holiday and administrative leave at the same rates as positions in the Exempt Group.

- e. In lieu of a match to the County's 457(b) Deferred Compensation Plan, Contractor shall have an amount up to the amount allowable by IRS Contribution limits contributed on his behalf on a biweekly basis to the County's 401(a) Defined Contribution Plan.
- f. County shall pay all reasonable subscriptions, travel expenses and other costs reasonably associated with performance of Contractor's duties and the continuance of his professional development, including up to six (6) units per year of college credit.
- g. In the event that this Contract is terminated by the County prior to the expiration of the Initial Term, Contractor shall receive severance compensation in an amount equal to one month of compensation for each month remaining on the Initial Term of the Contract payable on a biweekly basis, not to exceed eighteen (18) months. If there are more than 18 months remaining on the Initial Term at the time of termination, the 18 months severance compensation shall be payable proportionately over the remaining Initial Term of the Contract. Severance compensation shall be calculated based on the pay and benefits of the Contractor during pay period 27/20 and shall include all economic benefits as are received by employees in Exempt Group A. During the period that Contractor is entitled to receive severance compensation, Contractor may elect to receive any balance of such severance compensation in a lump sum.
- h. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder.

Paragraph 5, subsection (i.) of the contract is revised as follows:

**5. General Provisions Relating to Contractor.**

- i. The Board of Supervisors may review and evaluate the performance of Contractor at its discretion.

**Conclusion.** All other terms of the Contract shall remain in effect.

COUNTY OF SAN BERNARDINO

GARY McBRIDE

*(Print or type name of corporation, company, contractor, etc.)*

▶  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

Title \_\_\_\_\_  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

<p>Approved as to Legal Form</p> <p>▶ _____, County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ _____</p> <p>Date _____</p>
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