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Contract Number

22-452

SAP Number

### San Bernardino County Fire Protection District

Department Contract Representative Dan Munsey  
Telephone Number 909-387-5779

Contractor Michael Wakoski  
Contractor Representative \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contract Term 7/1/22 – 6/30/23  
Original Contract Amount \_\_\_\_\_  
Amendment Amount \_\_\_\_\_  
Total Contract Amount \_\_\_\_\_  
Cost Center \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**WHEREAS**, San Bernardino County Fire Protection District (SBCFPD) desires to obtain 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 services for SBCFPD;

**WHEREAS**, SBCFPD desires that such services be provided by CONTRACTOR and CONTRACTOR agrees to perform these services as set forth below;

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

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## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall be employed as a Wildland Program Coordinator with SBCFPD. Contractor shall work cooperatively with SBCFPD staff under the direction of the Division Chief for the Wildland and Aviation Division.

CONTRACTOR shall perform a broad range of responsibilities including, but not limited to, the following:

- A. Provide direct supervision and management of Hand Crews and Heavy Equipment Operations along with other personnel assigned to Wildland and Aviation camps.
- B. At the direction of the Division Chief, CONTRACTOR may assume a command role/position on vegetation fires within SBCFPD jurisdiction.
- C. CONTRACTOR shall serve as a mentor to develop his replacement by a full-time SBCFPD Battalion Chief.
- D. At the direction of the Division Chief, CONTRACTOR may represent SBCFPD as Agency Representative or Unified Incident Commander on multijurisdictional incidents within San Bernardino County.
- E. CONTRACTOR may respond as part of a California Interagency Management Team when requested.

## **II. CONFLICT OF INTEREST**

As a condition of employment, CONTRACTOR does hereby agree to follow and uphold the Conflict of Interest policy of SBCFPD's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. CONTRACTOR is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

## **III. TERM**

This Contract shall be effective July 1, 2022, and shall continue in effect until June 30, 2023, subject to the termination provisions below. SBCFPD's Fire Chief/Fire Warden is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of one (1) successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by SBCFPD. CONTRACTOR shall serve at the pleasure of the appointing authority or designee, who shall have the full authority and discretion to exercise SBCFPD's rights under this contract.

## **IV. COMPENSATION OF CONTRACTOR**

Upon the effective date of this Contract, CONTRACTOR shall be considered a contract employee in the Unclassified Service. CONTRACTOR shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in SBCFPD's Fire Management Unit Memorandum of Understanding and shall

be adjusted in accordance with any future change to the Fire Management Unit Memorandum of Understanding. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder. If CONTRACTOR is a current contract employee, this Contract supersedes any prior contract and continues CONTRACTOR's employment.

A. SALARY RATE

CONTRACTOR shall be compensated for services at a rate of \$51.71 per hour. Contractor shall be evaluated and will be eligible to receive salary increases of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours and upon approval of the appointing authority, based on a meets standards work performance evaluation.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term in accordance with the procedures established by the County Auditor/Controller/Recorder.

B. LEAVE PROVISIONS

CONTRACTOR shall receive the following allowances providing the CONTRACTOR is in paid status:

CONTRACTOR shall be eligible to receive and utilize the following leaves: Vacation, Holiday and Sick Leave pursuant to the terms and conditions as set forth in SBCFPD's Fire Management Unit Memorandum of Understanding.

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Unused Sick Leave shall be forfeited.

C. OVERTIME

CONTRACTOR is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA for normal duties. In situations for which the Fire Protection District designates that an emergency situation exists and assigns CONTRACTOR to temporarily perform duties in connection with such emergency, and CONTRACTOR's primary duties are those covered by the FLSA in any workweek during said emergency, CONTRACTOR is eligible, while assigned to an incident for overtime paid at 1.5 times regular salary rate for all hours actually worked beyond 40 in that workweek.

D. RETIREMENT PLAN

The CONTRACTOR shall participate in the County's PST Deferred Compensation Plan in lieu of any other retirement plan, program or benefits during the term of this Contract.

CONTRACTOR shall contribute 7.5% of CONTRACTOR's biweekly gross earnings. CONTRACTOR'S contributions to PST Deferred Compensation shall be automatically deducted from CONTRACTOR'S earnings. Maximum total contributions shall be 7.5% of CONTRACTOR'S maximum covered wages for Social Security purposes. CONTRACTOR shall enroll on forms approved by the Human Resources Division Chief, Employee Benefits and Services.

E. EXPENSE REIMBURSEMENT

CONTRACTOR shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in SBCFPD's Fire Management Unit Memorandum of Understanding.

F. LEGALLY REQUIRED BENEFITS

CONTRACTOR shall receive all benefits as required by law when eligible (e.g., FMLA, Military Leave, Time Off for Voting, Medicare, PST Savings Plan, and Affordable Care Act). Where SBCFPD provides a greater benefit than is required by law, CONTRACTOR shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

## V. GENERAL PROVISIONS RELATING TO CONTRACTOR

### A. TOUR OF DUTY

CONTRACTOR'S standard tour of duty (regularly scheduled work week) shall be established by the Fire Chief or designee. The Fire Chief or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the District.

### B. CLASSIFICATION

CONTRACTOR will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the San Bernardino County Special Districts Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any Memorandum of Understanding (MOU) or ordinance. CONTRACTOR shall adhere to SBCFPD's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

### C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

CONTRACTOR shall be covered by SBCFPD's Workers' Compensation insurance coverage during the hours actually worked under this Contract. CONTRACTOR shall be covered by SBCFPD's Public Liability Insurance only while performing services under this Contract. CONTRACTOR shall only receive those benefits as required by law.

### D. USE OF VEHICLE

If the services to be performed under this Contract require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of this Contract. CONTRACTOR agrees to allow SBCFPD to obtain a Department of Motor Vehicles report of CONTRACTOR'S driving record.

In order for CONTRACTOR to be able to use a private or SBCFPD owned vehicle during the performance of this Contract, CONTRACTOR shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III.

### E. EVIDENCE OF ELIGIBILITY TO WORK

CONTRACTOR shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. CONTRACTOR shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if CONTRACTOR is a current employee who previously met the requirements of this provision.

### F. DIRECT DEPOSIT

CONTRACTOR must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in SBCFPD paying Contractor via pay card.

### G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that CONTRACTOR

may receive from SBCFPD shall be fully reimbursed to SBCFPD if CONTRACTOR is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

**VI. CONCLUSION**

- A. This Contract, consisting of six (6) pages, is the full and complete document describing services regarding the CONTRACTOR'S rights and obligations of the parties, including all covenants, conditions and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**San Bernardino County Fire Protection District**

▶ *Dawn M Rowe*

~~Curt Hagman, Chairman, Board of Directors~~  
Dawn M. Rowe, *vice Chair,*

Dated: JUN 28 2022

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

Lynn Monell, Secretary

By *[Signature]* Deputy



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

By ▶ *[Signature]*  
*(Authorized signature - sign in blue ink)*

Name Michael Wakoski  
*(Print or type name of person signing contract)*

Title Wildland Program Coordinator  
*(Print or Type)*

Dated: 6/21/22

Address On File

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶  
Cynthia O'Neill, Principal Assistant County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
▶  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶  
Dan Munsey, Fire Chief/Fire Warden  
Date \_\_\_\_\_

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**San Bernardino County Fire Protection District**

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

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

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

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

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

Name Michael Wakoski  
(Print or type name of person signing contract)

Title Wildland Program Coordinator  
(Print or Type)

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

Address On File

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶ Cynthia O'Neill  
Cynthia O'Neill, Principal Assistant County Counsel  
Date 6/22/22

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ \_\_\_\_\_  
Dan Munsey, Fire Chief/Fire Warden  
Date \_\_\_\_\_