



Contract Number

SAP Number

Board of Supervisors

Department Contract Representative	Stephenie Shea
Telephone Number	909-387-4345
Contractor	Laura Feingold
Contractor Representative	
Telephone Number	On File
Contract Term	10/4/25-10/3/29
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	1710001000

THIS CONTRACT, is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Laura Feingold, hereinafter called the CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County desires to obtain the services of CONTRACTOR under the terms and conditions set forth in this Contract, and

WHEREAS, CONTRACTOR has the skills and knowledge necessary to provide services for the County,

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

TABLE OF CONTENTS

	<u>Page</u>
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
II. CONFLICT OF INTEREST	3
III. TERM	4
IV. COMPENSATION OF CONTRACTOR	4
V. GENERAL PROVISIONS RELATING TO CONTRACTOR	7
VI. CONCLUSION	9

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as the County Counsel for San Bernardino County. Working under the direction of the Board of Supervisors, it shall be the duty and responsibility of CONTRACTOR to provide legal advice, assistance and representation to the Board of Supervisors and the department heads of the County as set forth in County Code section 12.1901 et seq. CONTRACTOR shall also perform such other functions and duties specified by state law, including but not limited to Government Code section 27640 et seq or local rules and policies, as well as such other legally permissible duties as the Board of Supervisors may direct from time to time including, but not limited to, the following:

- A. Directs the activities of a staff of attorneys and administrative support staff through subordinate managers; reviews and approves personnel actions; evaluates subordinate management and supervisory staff.
- B. Plans, organizes, coordinates, and manages the operations of the County Counsel's Office to ensure that service needs are met; formulates policies and procedures and directs implementation.
- C. Directs the preparation and administration of the department budget; presents and justifies the budget to the Board of Supervisors; determines service, staffing, and equipment needs.
- D. Serves as principal legal advisor to the Board of Supervisors and the County's Chief Executive Officer. Attends meetings of the Board of Supervisors and participates in policy and planning sessions.
- E. Reviews and performs legal research, and provides oral or written opinions on a variety of complex legal problems; prepares or directs the preparation of opinions, ordinances, resolutions and other legal documents; assists subordinate staff regarding questions of law.
- F. Maintains liaison with County officials, other governmental agencies, and the legal community.
- G. Analyzes and interprets statutes, ordinances, legislation, court decisions and legal opinions.
- H. May appear in court and administrative proceedings to represent the County and its officers.
- I. Other duties as may be assigned.

The Board of Supervisors shall review and evaluate the performance of CONTRACTOR at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board of Supervisors and Contractor. Said criteria may be added to or deleted from as the Board of Supervisors may from time to time determine, in consultation with CONTRACTOR.

II. CONFLICT OF INTEREST

As a condition of employment, CONTRACTOR does hereby agree to follow and uphold the Conflict of Interest policy of the County'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 October 4, 2025, and shall continue in effect for a period of four (4) years unless earlier termination pursuant to and for the reasons outlined in Government Code section 27641 or as hereinafter provided. CONTRACTOR'S official duties as County Counsel shall begin on October 8, 2025.

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

In addition to the provisions of Government Code section 27641, the County may by three fifths (3/5) vote of the Board of Supervisors terminate this Contract at any time without cause by the giving of fourteen (14) days written notice of termination to Contractor. If CONTRACTOR is terminated without cause, CONTRACTOR shall receive severance compensation in an amount equal to twelve (12) months of compensation and shall be payable proportionately over a twelve-month period. Severance compensation shall be calculated based on the pay and benefits of the CONTRACTOR at the time of notice and shall include all economic benefits as are received by employees in Exempt Group B. 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.

If this Contract is terminated by the County for cause, Contractor is not entitled to receive severance compensation, except for the lump sum cash out of any currently accrued leave balances as provided under the San Bernardino County Exempt Group Working Conditions Ordinance.

If the Contract is terminated by the Contractor, Contractor shall receive no severance compensation, except for the lump sum cash out of any currently accrued leave balances as provided under the San Bernardino County Exempt Group Working Conditions Ordinance.

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

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. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder. This Contract supersedes any prior employment Contract of CONTRACTOR.

A. SALARY RATE

CONTRACTOR shall be compensated for services at a rate of \$166.60 per hour, which is equivalent to Step 14 of Range 107B of the current Exempt salary schedule. Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector. CONTRACTOR shall receive any across-the-board salary adjustments (increases or decreases), additional salary steps, revenue sharing, and other approved salary enhancements provided to, and at the same time as, positions in the San Bernardino Exempt Group Working Conditions Ordinance. Contractor shall not obtain probationary or regular status during the term of this contract.

Contractor shall receive step increases every six months (1040 service hours) until at the top step of salary range 107B. Contractor shall be provided credit for service hours accrued prior to the execution of this agreement.

CONTRACTOR shall receive the same economic benefits, leave accruals and contributions as are provided to employees in Exempt Group B. Contractor is also subject to any economic reductions imposed on employees covered by the Exempt Group Working Conditions Ordinance.

B. 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.

C. LEAVE PROVISIONS
CONTRACTOR is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Refer to Paragraph T of Section IV for processing of leave balances upon termination of this Contract.

D. MEDICAL AND DENTAL COVERAGE
CONTRACTOR must enroll in a medical and dental plan offered by the County, unless enrolled in a comparable group medical and dental plan and CONTRACTOR shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical and dental plan premiums charged to CONTRACTOR pursuant to terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

E. VISION CARE INSURANCE
Subject to carrier requirements, the County shall pay vision care insurance premiums for CONTRACTOR and eligible dependents, pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

F. AUTO ALLOWANCE
CONTRACTOR shall be eligible for a bi-weekly auto allowance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

G. PORTABLE COMMUNICATION DEVICE ALLOWANCE
CONTRACTOR shall be eligible for a bi-weekly portable communication device allowance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

H. LIFE INSURANCE
The County shall pay applicable premiums for a term life insurance and group universal life insurance policy for CONTRACTOR in accordance with the San Bernardino County Exempt Group Working Conditions Ordinance. In addition, CONTRACTOR may voluntarily participate in supplemental life insurance at CONTRACTOR's own expense. Participation in the life insurance benefit plans is pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

I. ACCIDENTAL DEATH AND DISMEMBERMENT
Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in Exempt Group.

J. EXPENSE REIMBURSEMENT
CONTRACTOR shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

K. RETIREMENT PLAN
If CONTRACTOR is regularly scheduled for and regularly works a minimum of 40 hours per pay period, CONTRACTOR shall participate in the County's general retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this contract pursuant to the Exempt Group Working Conditions Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

If CONTRACTOR regularly works less than 40 hours per pay period, or otherwise does not meet the definition of a member of the retirement system, and is not a participant in the County's 401(k) plan, CONTRACTOR shall instead participate in the County's PST Deferred Compensation Retirement Plan.

If CONTRACTOR is first hired at age 60 or over, CONTRACTOR may choose not to become a member of the SBCERA at the time of hire, pursuant to the terms and conditions San Bernardino County Exempt Group Working Conditions Ordinance. If CONTRACTOR chooses not to become a member of SBCERA, CONTRACTOR shall be enrolled in the County's 401(k) plan pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.

L. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) Salary Savings Plan as set forth in the San Bernardino County Exempt Group Working Conditions Ordinance. County shall provide a match to CONTRACTOR's 401(k) Deferred Compensation Plan at an amount of three times CONTRACTOR's contribution, not to exceed 12% of CONTRACTOR's salary, contributed on CONTRACTOR's behalf to the CONTRACTOR's County 401(k) plan on a bi-weekly basis.

In lieu of a match to the County's 457(b) Deferred Compensation Plan, CONTRACTOR shall have an amount equal to the maximum allowable IRS Contribution limit contributed on CONTRACTOR's behalf to the CONTRACTOR's County 457(b) Deferred Compensation Plan on a bi-weekly basis. Contractor shall not be required to make contributions to the 457(b) plan.

M. COUNTY RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, CONTRACTOR shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

N. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

CONTRACTOR shall be eligible to participate in the County's DCAP and FSA Plans and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

O. SHORT-TERM DISABILITY

CONTRACTOR shall be eligible to receive the same Short-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

P. LONG-TERM DISABILITY

CONTRACTOR shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Q. LEGALLY REQUIRED BENEFITS

CONTRACTOR shall receive all benefits as required by law when eligible (e.g., FMLA, Military Leave, Time Off for Voting, and Medicare). Where the County 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.

R. OTHER BENEFITS

Contractor shall be eligible for the following additional benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group B.

- a. Tuition Reimbursement
- b. Employee Wellness/Fitness Center Membership
- c. Retention Pay

d. **Modified Benefit Option**

S. **SERVICE AND EFFECT ON BENEFITS**

CONTRACTOR was a County employee immediately prior to entering into this Contract and execution of this Contract shall not result in separation from County employment for purposes of determining eligibility for and level of benefits, including, but not limited to, health benefits, leave accrual rates, retention pay, and retirement benefits. Thus, CONTRACTOR's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. CONTRACTOR shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick Leave balances. CONTRACTOR's retirement contribution rate is based on the date CONTRACTOR began participation in the County's general employee retirement system.

T. **BENEFITS UPON TERMINATION OF CONTRACT**

Contractor Separated from County Service

Upon separation from County employment, CONTRACTOR shall be compensated for any unused Administrative, Vacation, Paid Time Off, and Holiday Leave at the then base rate of pay. CONTRACTOR will be eligible to convert the cash value of unused Sick Leave to the County Retirement Medical Trust Fund in the same manner and amount as the County's Exempt employees if eligibility requirements are met (See Section M, above). If eligibility requirements are not met at the time of separation, unused Sick leave shall be forfeited.

In the event this Contract is terminated because CONTRACTOR is appointed to a regular position without a separation from County employment, type and level of benefits including, but not limited to, retirement system contributions (if applicable) and health benefits shall be based upon the provisions of the MOU or ordinance in effect at the time CONTRACTOR is appointed to a regular position. Hours worked as a County contract employee shall count towards service hours for leave accrual rates.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Employees may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will distributed as outlined in "CONTRACTOR Separated from County Service," above.

Contractor to New Contract Position

In the event the CONTRACTOR accepts another contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the new contract position is made, unused leave balances may be maintained and carried over. CONTRACTOR may only carry over leave balances that they would otherwise be eligible for in accordance with the applicable MOU or ordinance for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will distributed as outlined in "Contractor Separated from County Service," above.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. **TOUR OF DUTY**

The parties agree that submission of hours worked shall be eighty (80) hours per pay period for payroll purposes on the County's time and labor report during the full term of this Contract.

B. **CLASSIFICATION**

CONTRACTOR will not attain probationary or regular status in this position, and as an unclassified employee, will not be provided those rights under the San Bernardino County 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 MOU or ordinance. CONTRACTOR shall adhere to the County's and Department'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 the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. CONTRACTOR shall be covered by the County's General Liability Insurance only while performing services under this Contract. CONTRACTOR shall only receive those benefits as required by law.

D. USE OF PRIVATE 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 County to obtain a Department of Motor Vehicles report of CONTRACTOR's driving record.

In order for CONTRACTOR to be able to use a private vehicle during the performance of this Contract, CONTRACTOR shall, at CONTRACTOR's sole expense, maintain vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

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 or CONTRACTOR 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.

G. MISCELLANEOUS

Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement of promise not contained in this Contract shall not be valid or binding on either party.

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

This Contract shall be construed as a whole, according to its fair meaning, and not in favor or against any party. By way of example and not in limitation, this Contract shall not be construed in favor of the party receiving a benefit not against the party responsible for any language in this Contract.

CONTRACTOR acknowledges that she has had an opportunity to consult with legal counsel regarding the Contract, that she has read and understands this Contract, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representation or promise other than those contained in this Contract.

H. CONTRACT EXECUTION

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.

VI. CONCLUSION

This Contract, consisting of ten (10) 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.

SAN BERNARDINO COUNTY

►

 Dawn Rowe, Chair, Board of Supervisors

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

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

By _____
 Deputy

LAURA FEINGOLD

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

By ► _____
 (Authorized signature - sign in blue ink)

Name Laura Feingold

 (Print or type name of person signing contract)

Title County Counsel

 (Print or Type)

Dated: _____

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form ► Cynthia O'Neill, Chief Assistant County Counsel Date _____	Reviewed for Contract Compliance ► _____ Date _____	Reviewed/Approved by Department ► _____ Date _____
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