



Contract Number

20-934 A-1

SAP Number

Board of Supervisors

Department Contract Representative
Telephone Number

Curt Hagman, Chairman
909-387-4866

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Leonard X. Hernandez
909-387-5417
10/10/20 – 04/14/28

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) and Leonard X. Hernandez (Contractor), on October 10, 2020, entered into an employment contract, Contract No. 20-934, for the position of Chief Executive Officer (CEO); and

WHEREAS, the County desires to extend the term of the Contract for continued services from Contractor, under the terms and conditions set forth in the Contract and Amendment No. 1; and

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

NOW, THEREFORE, the County and Contractor mutually agree to the following amendments to Contract No. 20-934 effective April 9, 2022 (pay period 9/22):

1. Revise Section 1, Term, to read in its entirety as follows:

The Term of this Contract shall commence on October 10, 2020 (pay period 23/20) and continue in effect through April 14, 2028 (pay period 9/28), unless earlier terminated as hereinafter provided. The Board of Supervisors may extend the term of this Contract.

Effective April 15, 2028, the Contract will automatically renew in two-year increments unless timely notice is provided to Contractor that a majority of the Board of Supervisors voted not to renew the Contract. San Bernardino County shall give written notice to Contractor that the Contract will not be extended beyond the Term no later than one (1) year prior to the end of the Term. After said notice,

Contractor will continue employment for one (1) year after said notice, unless otherwise agreed to in writing by the parties. If the County's written notice that the Contract will not be extended is provided less than one (1) year prior to the end of the Term, the Contract will automatically renew for a two-year period as provided by this Contract.

The County may terminate this Contract for cause at any time by a majority vote the Board of Supervisors. For the purpose of this Contract, cause for termination includes, but is not limited to: (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. The Contractor may terminate this Contract at any time with sixty (60) days prior written notice to the County.

After the initial six (6) year term, the County may terminate the Contract without cause. In the event that the Contract is terminated by the County without cause after the initial six (6) year term, Contractor shall receive severance compensation in an amount equal to one (1) month of compensation for each month of service to the County payable on a biweekly basis, not to exceed eighteen (18) months. Severance compensation shall include all economic benefits as are received by employees in Exempt Group A during the period the Contractor is entitled to receive severance compensation. Contractor may elect to receive any balance of such severance compensation in a lump sum.

2. Revise Section 4, Compensation of Contractor, to read in its entirety as follows:

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 at Contractor's current rate of pay as of April 9, 2022. Contractor shall continue to receive step advancements every six (6) months (1,040 service hours) at 2.5% increments for the duration of the Contract term. 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, employees in the Exempt Group.
- b. Except as provided herein, any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group A.
- c. Contractor shall accrue vacation or paid time off, holiday, administrative leave, and sick leave, if applicable, at a rate of two (2) times the rate as is accrued by positions in the Exempt Group. Contractor's vacation leave bank limit shall increase by eighty (80) hours annually, all other vacation leave will cash out according to the normal process. 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.
- d. In lieu of a match to the County's 457(b) Deferred Compensation Plan, Contractor shall have an amount at the maximum allowable by IRS Contribution limits, contributed on Contractor's behalf to the County's 401(a) Defined Contribution Plan on a bi-weekly basis.
- e. County shall pay all reasonable subscriptions, travel expenses and other costs reasonably associated with performance of Contractor's duties as Chief Executive Officer and the continuance of his professional development. This includes all college credits associated with continued education.
- f. 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.

3. Revise Section 5, General Provisions Relating to Contractor, Subsections e. and i. to read as follows:

- e. Contractor was a regular County employee. Therefore, this Contract shall not be considered a break in County service for purposes of determining eligibility for all benefits and contributions including but not limited to retirement system contributions, health benefits, leave accrual rates, and longevity pay. Contractor shall maintain and carry forward any leave balances accrued and benefit date during prior County employment.
- i. The Board of Supervisors shall review and evaluate the performance of Contractor up to three (3) times 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.

4. All other terms and conditions of Contract No. 20-934 remain unchanged.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►
Curt Hagman, Chairman, 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
San Bernardino County

By _____
Deputy

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

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

Name Leonard X. Hernandez
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: _____

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Tom Bunton, County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____