



**Contract Number**

**SAP Number**

## Board of Supervisors

|                                           |                                                                  |
|-------------------------------------------|------------------------------------------------------------------|
| <b>Department Contract Representative</b> | <u>Stephenie Shea</u>                                            |
| <b>Telephone Number</b>                   | <u>387-4919</u>                                                  |
| <b>Contractor</b>                         | <u>Dillon Lesovsky (hereinafter called</u><br><u>CONTRACTOR)</u> |
| <b>Contractor Representative</b>          | <u>On File</u>                                                   |
| <b>Telephone Number</b>                   | <u>August 17, 2019</u>                                           |
| <b>Contract Term</b>                      | <u></u>                                                          |
| <b>Original Contract Amount</b>           | <u></u>                                                          |
| <b>Amendment Amount</b>                   | <u></u>                                                          |
| <b>Total Contract Amount</b>              | <u></u>                                                          |
| <b>Cost Center</b>                        | <u>1003001000</u>                                                |

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, County 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 the County;

**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 Policy Advisor I for the Third District Supervisor of San Bernardino County. Contractor shall have the following duties:

- A. Advisor to Supervisor on various legislative, policy, and regional district issues;
- B. Conducts research, analysis, and makes recommendations on a variety of regional issues;
- C. Such other duties as may be assigned by the Third District Supervisor.

## **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 August 17, 2019, and shall remain in effect until the end of the term of the Third District Supervisor, or when the Supervisor otherwise leaves office, subject to the termination provisions of this Paragraph. These effective dates are qualified: if all of the requirements of Item E of Section V are not successfully completed, this Contract shall be terminated immediately. 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 the County. CONTRACTOR shall serve at the pleasure of the appointing authority, the Third District Supervisor of San Bernardino County, or designee, who shall have the full authority and discretion to exercise County rights under this Paragraph. In addition, this Contract may be terminated by a 4/5 vote of the Board of Supervisors. In no event shall the contract extend beyond the end of the term of the Third District Supervisor.

## **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. 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 \$19.77 per hour, which is equivalent to Step 1 of Range 40D of the current Exempt salary schedule. CONTRACTOR shall receive any across-the-board salary adjustments (increases or decreases) provided to, and at the same time as, employees in Exempt Group D. With the written approval of the Third District Supervisor, CONTRACTOR shall be subject to salary adjustments (increases or decreases), but any salary increase shall not exceed the top step of salary Range 40D 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.

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 shall receive, or be subject to, the Leave Provision outlined in the County Standard Operating Procedure regarding the California Healthy Families Act of 2014 (AB 1522).

Refer to Item F of Section IV for processing of leave balances upon termination of this Contract.

D. PORTABLE COMMUNICATION DEVICE ALLOWANCE

CONTRACTOR shall receive a bi-weekly portable communication device allowance of \$92.31. With written approval of the Third District Supervisor, the CONTRACTOR shall be subject to adjustments to the bi-weekly portable communication device (increases or decreases), but any increase shall not exceed the maximum amount allowable for the Exempt Group B level benefit, pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

E. 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.

F. 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.

G. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Contractor shall forfeit any leave accrued under the California Healthy Families Act of 2014 (AB 1522).

Contractor to Regular County Employment

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. Any sick leave accrued pursuant to AB 1522 will be forfeited. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the County without a break in service, sick leave accrued pursuant to the County Standard Operating Procedure regarding AB 1522 will be maintained and carried over unless any new contract terms allow for sick leave accrual in excess of the amount required by AB 1522.

H. 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.

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 Third District Supervisor of San Bernardino County, or designee. CONTRACTOR shall be required to work during such hours as necessary to carry out the duties of his position, as designated by the Third District Supervisor, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. For each payroll year, the average number of hours worked per pay period is anticipated to be 20. However, the Third District Supervisor of San Bernardino County, 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 service.

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 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 Public 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 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.

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

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.

**VI. CONCLUSION**

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.

COUNTY OF SAN BERNARDINO

Dillon Lesovsky

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



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

By \_\_\_\_\_

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

Dillon Lesovsky

Name \_\_\_\_\_

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

Title Policy Advisor I – Third District

\_\_\_\_\_  
(Print or Type)

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 the County of San Bernardino

By \_\_\_\_\_

\_\_\_\_\_  
Deputy

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

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department



\_\_\_\_\_  
Cynthia O'Neill, Supervising Deputy County  
Counsel



Date \_\_\_\_\_



Date \_\_\_\_\_

Date \_\_\_\_\_