



Contract Number

SAP Number

Department of Public Health

Department Contract Representative	<u>Joshua Dugas, Director</u>
Telephone Number	<u>909-387-9146</u>
Contractor	_____
Contractor Representative	_____
Telephone Number	_____
Contract Term	<u>Upon execution – June 25,2027</u>
Original Contract Amount	_____
Total Contract Amount	_____
Cost Center	_____
Project Name	<u>Department of Public Health - Animal Services Support Worker (Master Contract Template)</u>

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and (_____) referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County, through the Department of Public Health, hereinafter referred to as the “Department”, is responsible for various aspects of animal care and control in the county; and

WHEREAS, Contractor agrees to provide animal care and control services; and

WHEREAS, the County desires to obtain the services of Contractor on the conditions set forth in this Contract,

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

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. Duties and Responsibilities of Contractor	4
II. Conflict of Interest	4
III. Code of Conduct	4
IV. Term	4
V. Compensation of Contractor	4
VI. General Provisions Relating to Contractor	9
VII. Conclusion	11

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a contract Animal Services Worker _____ (Level) assigned to a Department of Public Health animal shelter, located throughout San Bernardino County.

The contractor shall provide logistic, administrative and/or operational support services as a _____ (Working Title/Assignment Type) at specified locations and times as scheduled by the Department, and other specific duties outlined in the appropriate position description. (Attachment A)

Classification Level	Designated Salary Grade
Animal Services Worker I	AC – 1
Animal Services Worker II	AC – 2
Animal Services Worker III	AC – 3
Animal Services Supervisor	AC – 4
Animal Services Manager	AC – 5

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 which conflicts 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 association. 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. An employee is also subject to applicable provisions of the California Government Code, including but not limited to Sections 1090, 1126, 87100, and/or any other conflict of interest Code, policy, or rule applicable to County employment.

III. CODE OF CONDUCT

As a condition of employment, Contractor does hereby agree to follow and uphold the Code of Conduct provided by the Department, including adherence to Elections Code, County Policies, and other regulations and mandates.

IV. CONTRACT TERM

This Contract shall be effective upon execution, through June 25, 2027, subject to the termination provisions of this Paragraph. 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 Appointing Authority of the Department. Contractor shall serve at the pleasure of the Appointing Authority,

or his/her designee, who shall have the full authority and discretion to exercise County rights under this Paragraph.

V. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a contract employee in the County’s 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 services required hereunder. This Contract supersedes any prior department employment contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$ _____. _____per hour commensurate with duties.

Classification Level	Designated Salary Grade	Salary Range		
		Minimum Hourly	Mid-Point	Maximum Hourly
Animal Services Worker I	AC – 1	\$17.00	\$19.50	\$22.00
Animal Services Worker II	AC – 2	\$20.00	\$27.50	\$35.00
Animal Services Worker III	AC – 3	\$28.00	\$34.00	\$40.00
Animal Services Supervisor	AC – 4	\$30.00	\$36.50	\$43.00
Animal Services Manager	AC – 5	\$30.00	\$45.50	\$61.00

Designation of the starting hourly rate of pay may be determined based on experience, up to the maximum hourly rate of the designated salary range in twenty-five cent (\$0.25) increments.

Contractor shall not exceed 80 hours per pay period unless expressly authorized, pursuant to the Overtime provision of this Contract (Section D). Contractor does not gain probationary or regular status during the term of this Contract.

The Department’s Appointing Authority or designee shall have discretion in authorizing one hourly rate adjustment of approximately fifty cents (\$0.50) based on the availability of program funding, following each completion of 1040 service hours during the term of the contract up to the maximum hourly rate of pay based on meets standards work performance evaluation.

B. RATE ADJUSTMENTS

Adjustments to the Salary Range shall be effective only upon the execution of a written amendment to this Master contract.

C. DIFFERENTIALS/INCENTIVES

a. BILINGUAL COMPENSATION

Contractor in positions designated by the Department to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation.

Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. There are three (3) levels of competency certification solely determined and administered by Human Resources Department: Level 1 - verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 - written skill level: reading, writing and speaking English and a second language; and Level 3 - technical skill level: reading, writing and speaking English and a second language using medical or legal terminology. Compensation per pay period shall be effective as follows: verbal skill (Level 1) at fifty dollars (\$50.00) per pay period, written skill (Level 2) at fifty-five dollars (\$55.00) per pay period, and technical skill (Level 3) at sixty dollars (\$60.00) per pay period. It is the Contractor's responsibility to notify the Department of his/her interest to proceed with certification by the Human Resources Department for bilingual translation.

D. OVERTIME

Contractor may be required to work overtime during emergency coverage periods.

Contractor are eligible to receive overtime, defined as all hours actually worked, in excess of forty (40) hours a work period during a pay period. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non- payable when incurred in units of less than fifteen (15) minutes. For purposes of defining overtime, sick leave shall not be considered as time actually worked.

Contractor, authorized by the Department Appointing Authority or designee to work overtime, shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made. In lieu of cash payment, upon request of the Contractor and Department Appointing Authority or designee, an employee may accrue compensating time off at premium rate. Cash payment at the employee's regular rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of the contract.

E. PAYMENT

Contractor shall be paid bi-weekly for hours actually worked according to the procedures established by County's Auditor/Controller/Treasurer-Tax Collector.

F. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees under the Consolidated Technical and Inspection Unit MOU: Bereavement, Holiday, Sick, and Vacation. Refer to Item L in this Section for processing of leave balances upon termination of this Contract.

G. MEDICAL AND DENTAL COVERAGE

If eligible, Contractor may enroll in a County medical and dental plan unless already enrolled in a comparable employer-sponsored group coverage.

If eligible, Contractor shall receive a Medical Premium Subsidy (MPS) of \$306.01 per pay period to offset the cost of medical insurance premiums charged to the Contractor. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) in the amount of \$9.46 per pay period to offset the cost of dental insurance premiums charged to the Contractor. The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period. Contractor shall not receive flex dollars if Contractor chooses to “opt-out” or “waive” from the County-sponsored health plans.

H. RETIREMENT PLANS

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County’s general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor’s participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees’ Pension Reform Act of 2013 (Gov’t Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees’ Retirement Association.

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 has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee’s Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County’s PST Deferred Compensation Retirement Plan.

I. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, 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.

J. SHORT-TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Consolidated MOU.

K. SERVICE AND EFFECTS ON BENEFITS

If Contractor was a County contract employee immediately prior to entering into this contract, without separation from County employment, execution of this contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to health benefits, leave accrual rates, 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.

If Contractor was a County employee immediately prior to entering into this contract, without separation from County employment, execution of this contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to health benefits, leave accrual rates, 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.

L. BENEFITS UPON TERMINATION

Contractor Separated from County Service

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.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable MOU or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

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. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over shall be 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 Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

Contractor to Recurrent or Extra-Help Position

In the event the Contractor accepts a Recurrent position (defined as part-time, with service hours that do not exceed 1,547 hours per fiscal year) or Extra-Help position (defined as 2,080 hours of service), leave accrual rates and unused leave balances may not be maintained and carried over.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Appointing Authority or designee. The Appointing Authority, 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. Contractor shall be required to work during such hours as necessary to carry out the duties of his position, as designated by the Appointing Authority, or designee, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract 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. 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 COVERAGE

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 IV.

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/contract/recurrent/extra-help employee who previously met the requirements of this provision.

Contractor shall report any alcohol and/or drug-related criminal arrests for possible violations no later than five (5) days after such arrest so the County may determine whether the conduct that led to the arrest is reasonably related to and/or may affect the employee's ability to perform the duties of his/her position. Such reporting shall be made to the Human Resources Business Partner assigned to the employee's Department.

F. DIRECT DEPOSIT

Contractor must make and maintain 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 the County paying Contractor via pay card.

G. CONFIDENTIALITY

Contractor agrees to keep confidential all patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for the Department. In addition, upon termination of this contract, Contractor agrees to return all confidential materials to the Appointing Authority or his/her designee.

H. 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.

VII. CONCLUSION

- A. 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.

- 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

▶ _____
Director of Public Health

Dated: _____

By: ▶ _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Attachment A – Scope of Work

Animal Services Worker I (Entry Level)	AC – 1
Animal Services Worker II (Journey/Specialized/Complex Level)	AC – 2
Animal Services Worker III (Lead Level)	AC – 3

Incumbents in this above classification level may be designated to one or more assignment based on skills, knowledge, and experience and may be issued a working title related to type of assignment. Assignments within animal services are as follows:

- **Animal Care**

Under close supervision, the contractor feeds and cares for animals and maintains sanitary conditions at Animal Control Shelters. Contractors in this assignment may perform duties such as: care, retention, and maintenance of animals at a County Animal Control Shelter. Responsible for ensuring animals receive the proper kind and quantity of food and sufficient water. In addition, a major portion of the duties of this class involve cleaning and maintaining sanitary conditions at a shelter. Performs other related duties as required.

The more difficult and complex duties and responsibilities are assigned to the next higher class of Animal Services Worker II. Incumbents are expected to learn the policies and procedures of the Department of Animal Care and Control and any applicable codes and ordinances governing animal care and control, animal identification, recognition of illness, habits and behavior of various animals and the techniques and equipment used in capturing, restraining, receiving, feeding, caring for, grooming, and releasing animals. Incumbents also are expected to learn applicable State, County, and City codes and ordinances governing animal care and control. Performs other related duties as required.

- **Administrative**

Under general supervision, provides a wide variety of technical office administrative and secretarial support duties involved in the enforcement and communication of animal services and shelter services codes, ordinances, and regulations; performs related work as required. Handles front counter traffic, including processing licenses, adoptions, issuing microchip registration forms, answering general questions, handling complaints, impounding animals, and providing information to public. Performs a wide variety of general clerical duties to support departmental operations, including filing, preparing notices and citations, monthly reports, billing statements, and ordering and maintaining office and other related supplies. Collects and processes payments for licenses, fines, microchips, pet products, owner-turn-in animals, and other fees; balances cash drawer, prints reports, and matches daily receipts. Screens calls, visitors, and mail; responds to complaints and requests for information; assists in interpreting and applying regulations, policies, procedures, systems, rules, and precedents in response to inquiries and complaints from public; directs callers to appropriate staff. Performs other related duties as required.

- **Outreach and Adoption Coordination**

Under supervision, performs a range of routine and complex animal services duties, including external communication efforts with rescue partners, posts photos and social media content regarding available animals and Shelter Programs, provides customer service to patrons, assists with the care of impounded animals and the maintenance of the animal care facility. May be responsible for researching and facilitating adoption and alternative placement for Shelter animals. Performs other related duties as required.

- Animal Control

Patrols an assigned geographic area, captures unconfined and wild animals; inspects business premises; and issues citations, licenses, and/or legal notices as appropriate to enforce State, County and City codes and ordinances governing animal control. Contractors allocable to this class work under the general supervision of higher-level personnel, operating light vehicles and providing animal control services in an unincorporated area or contract city of the County and in accordance with established service agreements, inspecting pet shops, licensed kennels, grooming parlors, animal menageries, animal exhibitions and wholesale wild animal dealers; and explaining relevant laws and issuing warnings or citations for violations of animal control laws. Incumbents utilize a knowledge of applicable codes and ordinances governing animal care and control and departmental policies and procedures; animal identification, illnesses, habits, and behaviors; and the techniques and equipment used in capturing and restraining, receiving, feeding, caring for, grooming, and releasing animals. Performs other related duties as required.

- Veterinary Care

Contractor provides paramedical treatment to animals in animal care center/shelter facilities. Contractors allocable to this assignment are characterized by their responsibility for independently providing paramedical treatment to animals, providing more complex medical treatment under the direction of a licensed veterinarian, and assisting in the maintenance of animal health care programs within County animal care center/shelter facilities. Contractors must exercise a knowledge of animal behavior and anatomy, techniques of administering medications and treatments to animals, general surgical procedures and equipment used in animal health clinics, inventorying and maintaining pharmaceutical supplies and equipment and principles of disease control. They must handle and care for animals in a humane manner. Performs other related duties as required.

Animal Services Supervisor	AC – 4
Under general direction, plans, schedules, organizes, supervises, reviews, and evaluates the activities of the animal services programs; recommends and implements specific departmental operational programs; provides complex administrative support to the animal services manager; and performs related work as required.	

Animal Services Manager	AC – 5
Contractors assigned to this class receive administrative direction from a Public Health Assistant Director or designee and are responsible for the operations of an animal care center in an assigned geographical area or for providing management services and administrative coordination for a	

comprehensive Countywide animal care and control program such as, animal behavior and enrichment; or community outreach and education. Positions in this class have responsibility for animal shelter operations or a comprehensive Countywide program on a 24-hour, seven days-a-week basis and provide administrative and technical supervision to staff engaged in field patrol services, enforcement of animal license and vaccination services, animal care operations, animal behavior assessment and management, community outreach, humane education, customer service, animal cruelty investigations, dangerous/vicious dog investigations, and care center office work. These positions also perform budgetary, operational, and personnel management functions in order to effectively utilize the financial, material, and human resources allocated to assigned animal care center or a comprehensive Countywide program. Positions in this class must work effectively with members of the public, animal welfare groups, volunteers, community groups, board offices and city officials, and exercise knowledge specific to their assignment, such as State laws and County ordinances; courtroom and hearing practices; Departmental procedures pertinent to the impoundment, treatment and care of domestic and wild animals, and placement of stray or abandoned animals; animal behavior and enrichment theories and training strategies; and humane education practices. Performs other related duties as required.