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Contract Number

SAP Number

County Counsel

Department Contract Representative Tom Bunton
Telephone Number 387-5455

Contractor Kristina Robb

Contractor Representative _____
Telephone Number On File

Contract Term April 9, 2024 to April 8, 2026

Original Contract Amount _____

Amendment Amount _____

Total Contract Amount _____

Cost Center _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, on behalf of County Counsel, hereinafter called the County, desires to obtain the services of Kristina Robb (Contractor) under the terms and conditions set forth in this Contract; and

WHEREAS, County finds that Contractor has the skills and knowledge necessary to provide services for the County; and

WHEREAS, County 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 Deputy County Counsel. Contractor shall work cooperatively with the staff of the County under the direction of a Principal Assistant County Counsel, performing a broad range of duties, including, but not limited to, the following:

- A. Confer with and advise assigned County agencies, departments, boards, and commissions on legal matters pertaining to their respective powers, duties, functions and obligations.
- B. Prepare written opinions and render informal opinions on legal questions.
- C. Research and draft ordinances, contracts, agreements, resolutions and other legal documents; review same for legality.
- D. Prepare and file legal documents with the court, including petitions, briefs and appeals.
- E. Study, interpret and apply statutes, ordinances, court decisions and legal opinions.
- F. Analyze pending legislation and recommend County positions on legislation.
- G. Uphold and adhere to the rules, regulations and policies of the County.
- H. Remain a licensed attorney to practice law in California in good standing with the State Bar of California. Contractor shall notify the County in the event her license to practice law in California is suspended, revoked, or otherwise restricted or in the event any investigation, proceeding, or disciplinary action is initiated as to Contractor by the State Bar of California.
- I. Such other duties as assigned by the County Counsel.

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 April 9, 2024, and shall remain in effect through April 8, 2026, subject to the termination provisions below. The County Counsel or Chief Assistant County Counsel is authorized, at their sole discretion, to execute amendments to the Contract to extend the term of this Contract for a maximum of three (3) successive one (1)-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 the County. Just cause is defined as a substantial performance failure or serious misconduct as outlined in San Bernardino County Personnel Rule 10.2. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. 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. Except as provided herein, any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. 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 C, unless otherwise specified 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 \$108.81 per hour, which is equivalent to Step 17 of Range 89C_C of the current Exempt Compensation Plan 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 C.

Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector.

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 specified in Section III of this Contract.

B. HOURS OF WORK

The standard tour of duty represents the time that Contractor is regularly scheduled to work. The official work period shall start at 12:01 a.m. Saturday and end at 12:00 p.m. on the second Friday thereafter. Contractor is exempt from the Fair Labor Standards Act and accordingly is not governed by the customary eighty (80) hour work period.

Contractor is required to work during such hours as necessary to carry out the duties of the position as designated above, and such hours may be varied so long as the work requirements and the efficient operations of the County are assured, but are not expected to exceed thirty-nine (39) hours per pay period.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as part-time employees in the Exempt Compensation Plan, Group C: Bereavement, Vacation, and Sick (Sick leave shall be in an amount no less than required by the California Labor Code). Contractor shall not receive Holiday, Administrative or Perfect Attendance Leave.

Refer to Item R in this Section for processing of leave balances upon termination of this Contract.

D. LIFE INSURANCE

The County shall pay applicable premiums for a term life insurance policy with \$25,000 in coverage. The County shall pay applicable premiums for a 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 the supplemental life insurance and accidental death and dismemberment 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.

E. EXPENSE REIMBURSEMENT

The County shall pay all annual fees required by the State Bar of California. Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the San Bernardino County Exempt Group Working Conditions Ordinance with the following exceptions:

1. Contractor shall pay for all costs associated with training to meet the Minimum Continuing Legal Education requirements of the State Bar of California.
2. Contractor shall pay for all voluntary professional memberships.

F. RETIREMENT PLAN

Contractor is scheduled to regularly work less than forty (40) hours per pay period. Contractor shall participate in the County's PST Deferred Compensation Retirement Plan.

G. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plan, per the Plan Document and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for Group C.

M. FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's FSA Plans in the same manner as employees in the Exempt Compensation Plan Group C and per the plan documents.

N. 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.

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. SERVICE AND EFFECT ON BENEFITS

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 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 Sick Leave balances.

R. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust . Contractor is not eligible to convert any unused Sick Leave into Vacation Leave.

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. 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.

S. ALLOWANCES

Contractor shall not receive an automobile allowance or portable communication device allowance.

T. RETIREMENT MEDICAL TRUST FUND

Contractor is not eligible for County contributions to the Retirement Medical Trust Fund, except for the value of unused Sick Leave at separation from the County pursuant to Section IV. Paragraph R.

V. **GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the County Counsel or designee. The County Counsel 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 not work more than thirty-nine (39) hours per pay period without prior approval from the County Counsel or his/her designee. The County Counsel shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed thirty-nine (39) hours within any given pay period.

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 the Commission'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 state issued driver license at all times during the performance of duties under this Contract.

Contractor agrees to allow the 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 duties under 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 above.

E. 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 the County paying Contractor via pay card.

F. 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

- A. This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractors rights and obligations of the parties, including all covenants, conditions, and benefits.

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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

►

 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
 San Bernardino County

By _____
 Deputy

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

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

Name Kristina Robb

(Print or type name of person signing contract)

Title Deputy 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

 Tom Bunton, County Counsel
 Date _____