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SAN BERNARDINO COUNTY

Contract Number

SAP Number

Board of Supervisors

Department Contract Representative	Stephanie Maldonado
Telephone Number	387-4378
Contractor	Acquanetta Warren (hereinafter called "Contractor")
Contractor Representative	
Telephone Number	On File
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	1002001000

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 a District Director of Special Projects for the Second District Supervisor of San Bernardino County. Contractor shall have the following duties:

A. Coordinate district casework and communications with constituents;
B. Oversee community outreach efforts;
C. Supervises district staff; may oversee a satellite office;
D. Such other duties as may be assigned by the Second 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 June 1, 2024, and shall remain in effect until the end of the term of the Second 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 Second 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.

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. 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 B, unless otherwise specified 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. <u>SALARY RATE</u>
CONTRACTOR shall be compensated for services at a rate of $61.47 per hour, which is equivalent to Step 11 of Range 69B of the current Exempt salary schedule. CONTRACTOR shall receive any

across-the-board salary adjustments (increases or decreases) and other approved incentives provided to, and at the same time as, employees in Exempt Group B. With the written approval of the Second 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 69B 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). Contractor may carry over and utilize any leave balances accrued during the prior contract.

D. RESERVED

E. RESERVED

AUTO ALLOWANCE

CONTRACTOR shall receive a bi-weekly auto allowance of $230.77 without mileage reimbursement for mileage on County business in a privately owned automobile. With written approval of the Second District Supervisor, the CONTRACTOR shall be subject to adjustments to the bi-weekly automobile allowance (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.

G. PORTABLE COMMUNICATION DEVICE ALLOWANCE

CONTRACTOR shall receive a bi-weekly portable communication device allowance of $46.16. With written approval of the Second 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.

H. 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.

I. 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.

J. SALARY SAVINGS PLAN

CONTRACTOR shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

K. RESERVED

L. RESERVED

M. RESERVED

N. RESERVED

O. RESERVED

P. 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.

Q. RESERVED

R. RESERVED

S. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

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 (if applicable) 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.

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

CONTRACTOR’s standard tour of duty (regularly scheduled work week) shall be established by the Second District Supervisor of San Bernardino County, or designee. The Second 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. For each payroll year, the average number of hours worked per pay period shall not exceed 39.

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. 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

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.

H. CONTRACT EXECUTION

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

CONCLUSION

This Contract, consisting of seven (7) 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
San Bernardino County

By _____
Deputy

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

By ►
(Authorized signature - sign in blue ink)

Name Acquanetta Warren
(*Print or type name of person signing contract)*

Title District Director of Special Projects – Second District
(Print or Type)

Dated: _____

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Richard Luczak, Deputy County Counsel		
Date _____	Date _____	Date _____