



Contract Number

SAP Number

Human Services

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>909-386-8369</u>
Contractor	<u>Debora Dickerson-Sims</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>August 3, 2019 to August 2, 2022</u>
Original Contract Amount	<u>Initial Hourly Rate \$50.15</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>903100990</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor on the terms and conditions set forth in this Contract, and

WHEREAS, County finds Debora Dickerson-Sims, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide services for the Commission;

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 Chief Financial Officer with the Children and Families Commission (Commission) – First 5 San Bernardino. Contractor shall be responsible for every aspect of the Commission's operating budget and fund balance, revenues, trending, impact analysis, balance sheets and annual audit under the general direction of the Executive Director, performing a broad range of duties including, but not limited to, the following:

- A. Supervise staff, providing a wide variety of support services; assign and review work, evaluate work performance, select and discipline staff.
- B. Plan, supervise, and conduct complex organizational and functional studies as assigned or on own initiative covering departmental matters such as fiscal operations, budget preparation and control, equipment usage, staff patterns, contract development, work flow, space utilization, training, affirmative action, and legislation. Develop reports and recommendations for action based on an analysis of gathered data; coordinate implementation of approved changes.
- C. Receive and evaluate diverse financial data; supervise the development of various financial and operational reports; formulate, obtain approval for, and implement improved fiscal procedures; review various financial transactions.
- D. Supervise preparation of initial budgets, develop justifications for budget recommendations, prepare budgets for final publication; supervise monitoring of budget performance against projected performance to ensure that budget objectives are met; initiate and recommend corrective action on budget variances.
- E. Develop and establish contract forms and procedures; supervise preparation of contracts or prepare the most complex contracts; interpret financial and operational contract terms; direct or conduct audits to ensure contracts operate in compliance with these terms and with County, State, and Federal regulations; recommend solutions to contractual problems.
- F. Assist in developing and coordinating electronic data processing systems and programs; determine information to be gathered, stored, and retrieved; identify uses for such data.
- G. Provide fiscal advice and assistance to department on request; develop, establish, and conduct training programs on acceptable fiscal practices.
- H. Analyze existing and proposed legislation and directives to determine their impact on fiscal or operational procedures of organizations served; propose legislation at own discretion or on request.
- I. Develop and monitor a wide variety of policies and procedures, maintain standard practice manuals; develop organizational and workflow charts, workload standards, and work scheduling systems.
- J. Participate in various meetings with officials, managers, or the general public to discuss operational matters or to explain recommendations for change and implementation procedures.
- K. Prepare or supervise preparations of grant applications; recommend and monitor procedures for grant implementation.
- L. Prepare a variety of reports, records, correspondence, and other documents.
- M. Direct and provide the planning, administration and coordination of the fiscal services and functions of First 5 San Bernardino; direct, manage and provide supervision of the business office management function.
- N. Direct and manage the department's fiscal system; develop, modify, and interpret the fiscal policies and procedures of the Commission relating to complex governmental finance, accounting and regulatory requirements and reimbursement; conduct audits and ensure compliance; make recommendations.

- O. Manage and coordinate fiscal operations of the department, which includes the functions of budgeting, fiscal control, accounting, purchasing, contract administration, annual audit and annual reporting; oversee business office management.
- P. Direct fiscal activities through subordinate Fiscal Lead/Accountant III Manager, supervise a staff of accountants, staff analysts and support staff providing a wide variety of fiscal and business support services; hire/select, train, assign work, evaluate work performance and discipline staff; serve as a resource; provide mentoring and support professional development, direct business office management activities through subordinate Business Office Manager.
- Q. Receive and evaluate diverse financial data; supervise the development of various financial and operational reports; develop and establish contract forms and supervise the development and preparation of complex contracts, grant applications, and Commission's procurement processes; review various financial transactions and prepare budgets for publication.
- R. Lead and collaborate for the development and administration of the Commission budget; assist internal functions and departments with budget development and meeting and maintaining financial solvency; serve as a resource for forecasting, planning, capital and operating budgeting; prepare the final budget.
- S. Lead the review of the departmental budgets; review, analyze, and prioritize budget requests; monitor expenditures and variances; meet with department managers to review and provide direction for improvements; make recommendations.
- T. Develop, manage and monitor complex accounting systems and cost reports, resolve difficult problems with the State First 5 California Fiscal sections; collaborate with other governmental agencies and county departments.
- U. Direct the preparation of complex fiscal analysis and management reports which provide timely statements of the Proposition 10 – First 5 funding fiscal condition; provide updates; conduct special studies; make recommendations.
- V. Initiate, develop and establish new systems to maximize revenue and maintain controls over expenditures.
- W. Perform other special projects and duties as assigned.
- X. Provide vacation coverage and temporary relief as required.
- Y. Travel throughout the County as required.

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 3, 2019 and shall remain in effect through August 2, 2022, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three (3) successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause upon 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, 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. 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. 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 rate of \$50.15 per hour, which is equivalent to Step 14 of Range 66C, of the current Exempt salary schedule. Contractor shall be eligible to receive step increases pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor is eligible to receive any salary adjustments provided to the County's Exempt employees, however, Contractor is also subject to any economic reductions imposed on the County's Exempt employees. Contractor shall be eligible for longevity pay pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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 does not gain probationary or regular status during the term of this Contract. All currently accrued service hours toward a step increase will be reset with the execution of this contract.

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 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.

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

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable group medical plan and Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of the medical plan premiums charged to Contractor

pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

F. LIFE INSURANCE

Contractor shall be eligible for life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible for accidental death and dismemberment insurance coverage and additional supplemental term life insurance 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

Contractor shall participate in the County's general employee retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this Contract pursuant to the Exempt Group Working Conditions Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

If Contractor is first hired at age 60 or over, Contractor may choose not to become a member of the SBCERA at the time of hire, pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance. If Contractor chooses not to become a member of SBCERA, Contractor shall be enrolled in the County's 401(k) plan pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

K. SALARY SAVINGS PLAN

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

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

M. 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.

N. OTHER BENEFITS

Contractor shall be eligible for the following additional benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group C:

1. Tuition Reimbursement
2. Employee Wellness/Fitness Center Membership

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

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 participating in the County's general employee retirement system.

R. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative, Vacation and Holiday 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 Fund pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, 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 Memorandum of Understanding (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.

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 Executive Director, or designee. The Executive Director, 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. In the performance of his duties under this Contract, contractor shall be required to work hours as necessary to carry out the duties specified in this Contract under the direction of the Executive Director, and such hours may be varied so long as the work requirements and efficient operation 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 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 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. 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 before employment commences. 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. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

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. REIMBURSEMENT AND INDEMNIFICATION

- A. The Commission agrees to reimburse the County for total compensation cost of the employee.
- B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

VII. CONCLUSION

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.

COUNTY OF SAN BERNARDINO

By _____
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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

By _____
(Authorized signature - sign in blue ink)

Name Debora Dickerson-Sims
(Print or type name of person signing contract)

Title Chief Financial Officer
(Print or Type)

Dated: _____

Address Address on file

Approved as to Legal Form

By _____
Cynthia O'Neill, Supervising Deputy County
Counsel

Date _____

Reviewed by Contract Compliance

By _____
Jennifer Mulhall-Daudel, Contracts Manager

Date _____

Presented to BOS for Signature

By _____
CaSonya Thomas, Assistant Executive Officer for
Human Services

Date _____