



Contract Number

SAP Number

## San Bernardino County Fire Protection District

|                                    |                                                      |
|------------------------------------|------------------------------------------------------|
| Department Contract Representative | Dan Munsey                                           |
| Telephone Number                   | 387-5779                                             |
| Contractor                         | Bertral Washington (hereinafter called "Contractor") |
| Contractor Representative          |                                                      |
| Telephone Number                   | On File                                              |
| Contract Term                      | July 18, 2020 through July 14, 2023                  |
| Original Contract Amount           | \$99.47 per hour                                     |
| Amendment Amount                   |                                                      |
| Total Contract Amount              |                                                      |
| Cost Center                        |                                                      |

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the San Bernardino County Fire Protection District (SBCFPD) 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 the Deputy Fire Chief of Administration for SBCFPD. Under general direction of the Fire Chief, the Deputy Chief of Administration manages one of three major divisions of SBCFPD; directs and completes special assignments in support of the Fire Chief; assists the Fire Chief in meeting Board policies, goals and legislative mandates; and acts for the Fire Chief as designated during periods of absence. The assignment to a major division will be made by the Fire Chief.

### **Essential Job Functions:**

The following are the duties performed by employees in this classification. The duties listed below are intended to identify essential functions and requirements of the job and should not be considered all inclusive.

#### All Assignments:

- Plans, coordinates, and commands divisions in the daily operation of SBCFPD activities.
- Assists in the general administration of SBCFPD activities and functions.
- Develops, recommends, and implements SBCFPD policies, rules, regulations and procedures.
- Advises, and provides assistance to the Fire Chief, local City officials, County officials, and the public concerning fire and emergency services and SBCFPD administration.
- Plans and administers the budget for assigned Division(s).
- Coordinates activities with other entities such as cities, counties, special districts and state agencies.
- Makes recommendations regarding selection and promotion of personnel; directs, supervises and evaluates personnel; and counsels and initiates employee discipline when appropriate.
- Oversees staff training and development.
- Conducts research, makes recommendations, and prepares and presents reports.
- Represents SBCFPD in the negotiation of cooperative agreements with other entities.
- Responds to major fires and other emergencies at any time of the day or night; evaluates situation and resources; makes determination regarding command; assumes command as a Chief Officer when appropriate.
- Investigates complaints and takes appropriate action.
- Represents and promotes SBCFPD's interest to local, state or federal officials, special interest groups, and the public, and attends meetings or special functions after hours and on weekends, which may require travel.
- Acts for the Fire Chief as delegated during periods of absence.

#### Deputy Chief of Administration:

- In conjunction with the Operations Deputy Chief, plans, directs and coordinates delivery of training for fire suppression, rescue operations and emergency medical response.
- Provides oversight of SBCFPD's training division,
- Provides oversight of SBCFPD's Community Risk Reduction activities.
- Oversees suppression staffing assignments.
- Plans, directs and coordinates Information Technology services based on organizational priorities.
- Reviews and inspects apparatus, buildings and grounds, and equipment.
- Directs and supports management and maintenance of apparatus fleet.
- Directs and supports management of SBCFPD's warehouse and equipment inventories.
- Directs and supports management and maintenance of SBCFPD facilities.
- Oversees SBCFPD GIS needs and technology integration
- Leads and supports the SBCFPD's Labor-Management committees
- Oversees the SBCFPD's planning and accreditation efforts including strategic plans, facility replacement/CIP, standards of covers, and community risk assessments.
- Oversees the development of reports on activities, including monthly, quarterly and annual performance reports.

## **II. CONFLICT OF INTEREST**

As a condition of employment, CONTRACTOR does hereby agree to follow and uphold the Conflict of Interest policy of the SBCFPD'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 July 18, 2020 through July 14, 2023, subject to the termination provisions of this Paragraph, with the option to extend the term of this Contract for a maximum of three successive one-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 Fire Chief. Contractor shall serve at the pleasure of the Fire Chief, who shall have the full authority and discretion to exercise SBCFPD rights under this Paragraph.

## **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 SBCFPD Exempt Compensation Plan shall be adjusted in accordance with any future change to the SBCFPD Exempt Compensation Plan. Any benefits provided under this Contract based on the SBCFPD Exempt Compensation Plan 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. SALARY RATE**

CONTRACTOR shall be compensated for services at a rate of \$99.47 per hour, which is equivalent to Step 14, of Range E76B of the June 20, 2020 salary schedule of the SBCFPD Exempt Compensation Plan. CONTRACTOR shall receive any across-the-board salary adjustments (increases or decreases) provided to, and at the same time as, employees in the SBCFPD Exempt Compensation Plan Group B.

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 is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the SBCFPD Exempt Compensation Plan. Upon execution of this contract Contractor shall

have one hundred sixty (160) hours of vacation leave deposited into Contractor's leave bank. Contractor shall accrue 160 hours of vacation annually at the rate of 6.15 hours per pay period.

Refer to Item S of Section IV 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 a comparable group medical plan and CONTRACTOR shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical and dental plan premiums charged to CONTRACTOR pursuant to terms and conditions set forth in the SBCFPD Exempt Compensation Plan.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay vision care insurance premiums for CONTRACTOR and eligible dependents, pursuant to the terms and conditions set forth in the SBCFPD Exempt Compensation Plan.

F. SBCFPD VEHICLE

CONTRACTOR shall be assigned a SBCFPD vehicle pursuant to the terms and conditions set forth in the SBCFPD Exempt Compensation Plan.

G. PORTABLE COMMUNICATION DEVICE ALLOWANCE

CONTRACTOR shall receive a bi-weekly portable communication device allowance of \$92.31, pursuant to the terms and conditions set forth in the SBCFPD Exempt Compensation Plan.

H. ON CALL DUTY COMPENSATION

Contractor shall receive on call duty compensation pursuant to the terms of the SBCFPD Exempt Compensation Plan.

I. 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.

J. RETIREMENT PLAN

If CONTRACTOR is regularly scheduled for and regularly works a minimum of 40 hours per pay period, CONTRACTOR shall participate in the County's general 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 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 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 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.

K. 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 SBCFPD Exempt Compensation Plan.

- L. 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 SBCFPD Exempt Compensation Plan.
- M. LIFE INSURANCE  
The County shall pay applicable premiums for a term life insurance and variable group universal life insurance policy for CONTRACTOR in accordance with the SBCFPD Exempt Compensation Plan.
- 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 SBCFPD Exempt Compensation Plan.
- N. 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 SBCFPD Exempt Compensation Plan.
- 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 SBCFPD Exempt Compensation Plan.
- 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 SBCFPD Exempt Compensation Plan.
- Q. 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.
- R. OTHER BENEFITS  
CONTRACTOR shall be eligible for the following additional benefits, based on the SBCFPD Exempt Compensation Plan at a level for employees in Exempt Group B.
- a. Tuition Reimbursement
  - b. Employee Wellness/Fitness Center Membership
- S. BENEFITS UPON TERMINATION OF CONTRACT
- 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. CONTRACTOR will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as the County's Exempt employees if eligibility requirements are met (See Section L, above). 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 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.

### **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 Fire Chief. The Fire Chief 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 Fire Chief and such hours may be varied so long as the work requirements and efficient operations of the SBCFPD are assured.

#### **B. CLASSIFICATION**

CONTRACTOR will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the Special Districts/Fire 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 SBCFPD'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 SBCFPD's Workers' Compensation insurance coverage during the hours actually worked under this Contract. CONTRACTOR shall be covered by the SBCFPD'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 SBCFPD to obtain a Department of Motor Vehicles report of CONTRACTOR'S driving record.

In order for CONTRACTOR to be able to use a private or SBCFPD owned 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 SBCFPD 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 nine (9) 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 FIRE PROTECTION  
DISTRICT



Curt Hagman, Chairman, Board of Directors

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

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Secretary of the Board of Directors

By \_\_\_\_\_  
Deputy

Bertral Washington

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

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

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

Title Deputy Fire Chief  
\_\_\_\_\_  
(Print or Type)

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

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form



Cynthia O'Neill, Supervising Deputy County  
Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance



Date \_\_\_\_\_

Reviewed/Approved by Department



Dan Munsey, Fire Chief/Fire Warden

Date \_\_\_\_\_