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Contract Number

20-1080

SAP Number

Community Development and Housing

Department Contract Representative
Telephone Number

Gary Hallen
(909) 387-4411

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Diana Vasquez
Diana Vasquez
On File
11/17/20-09/30/2022
N/A
\$137,101
6210002476

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 Housing Project Manager for the Community Development and Housing (CDH) Department performing a range of duties including but not limited to:

- a. Under direction of the Director and other lead Housing Staff, work and manage the activities of housing and homelessness required by the State and Federal programs.
- b. Position requires driving to properties within the County's jurisdiction, site locations currently in development and local and regional meetings.
- c. Develops and manages relationships with federal, state and local funders, government agencies, community and neighborhood groups, development partners and industry professionals.
- d. Under the direction of the Housing and Homelessness Lead assist with the programmatic and fiscal management of the County and State Emergency Solutions Grant (ESG) and Emergency Solutions Grant Coronavirus Aid, Relief, and Economic Security (CARES) Act (ESG-CV) , provide oversight to service providers delivering homeless services on behalf of the County. Conduct annual compliance and financial monitoring of ESG service providers. Assist with the continued implementation of the Homeless Veteran Housing Initiative. Work with and assist the Housing Lead, partner agencies, service providers and local non-profits to implement the framework of a cohesive service delivery system to provide homelessness services.
- e. Assist in the administration and fiscal management of the Housing and Urban Development entitlement grant programs and the management of the CDH housing asset portfolio.
- f. Prepares all project payments, payments to vendors, and funding or underwriting commitments.
- g. Researches new project opportunities in keeping with the County's mission.
- h. Participates in strategic planning and development of long-term growth objectives.
- i. Other duties as assigned by the Director and other lead Housing and Homelessness Staff. Reviews and analyzes proposed or adopted legislation impacting the County or group functions; formulates and recommends the group's reaction to such legislation; initiates new legislation as appropriate; interprets existing legislation and ensures cost/effective compliance.
- j. Participates in various meetings; presents requested and independently gathered data to assist management in making administrative and operational decisions related to homelessness, housing, and homeless service delivery.
- k. Prepares requests for proposals, funding applications, reporting documents, media releases, and correspondence.
- l. Attend meetings and conferences; make presentations to community groups and other agencies; participate in state and local professional organizations; conduct provider training; represents the County as assigned.
- m. Prepares a variety of written reports, records, correspondence, policies and procedures, desk manuals, and other documents.
- n. Researches methods necessary for specific grant proposals; prepares grant applications and all subsequent follow-up; recommends and monitors procedures for grant implementation; budgets and monitors program and grant revenues and expenditures.

- o. Undertakes other special projects and compiles statistical reports as assigned.

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 November 17, 2020, and shall remain in effect through September 30, 2022, subject to the termination provisions of this Paragraph. The Director of Community Development and Housing or the Community Development and Housing Agency Deputy Executive Officer is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of two 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 County. Contractor shall serve at the pleasure of the appointing authority, the Director of Community Development and Housing or Community Development and Housing Agency Deputy Executive Officer, 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 Unclassified Service. Contractor shall receive only the compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This contract supersedes in total any prior employment contract of CONTRACTOR.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$41.53 per hour, which is equivalent to Step 9 of Range 63 of the salary schedule for employees in the Administrative Services Unit.

Contractor shall not exceed forty hours (40) hours per workweek unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Administrative Services Unit, if approved by the Deputy Executive Officer and the Director.

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. OVERTIME

Overtime is defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the appointing authority, or designee, to work overtime, Contractor shall be eligible to receive Overtime compensation at one and one-half (1½) times the employee's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, the Contractor may accrue compensation time off at premium hours. Cash payment at the Contractor's base 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 contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Sick, Bereavement, Vacation, Holiday, Compulsory, Jury Duty, Witness Leave, and Blood Donations. Refer to Item L in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL, DENTAL AND VISION COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Administrative Services Unit.

E. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner as employees in the Administrative Services Unit.

F. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner as employees in the Administrative Services Unit.

G. RETIREMENT MEDICAL TRUST ("Trust")

Upon termination of this contract, Contractor shall be eligible to convert the cash value of unused sick leave to the Trust in the same manner and amount as employees in the Administrative Services Unit, provided the Contractor meets the eligibility requirements (e.g. years of services, etc.) for participation. Contractor shall not receive County contributions to the Trust. Refer to Item L in this section for processing of unused sick leave balances upon termination of this contract.

H. RETIREMENT PLAN

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 California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

I. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law (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.

J. SHORT-TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

K. TUITION REIMBURSEMENT AND MEMBERSHIP DUES AND VOLUNTARY TIME OFF (VTO)
Contractor is eligible to receive Tuition Reimbursement and Membership Dues and VTO pursuant to the terms and conditions as offered to employees in the Administrative Services Unit.

L. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County

Upon separation from County employment, Contractor shall be compensated for any unused Compensatory Leave, 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 employees in the Administrative Services Unit, 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 position without a separation from County employment, the employee shall be provided a new date of hire (i.e. Regular Hire Date). Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable Memorandum of Understanding (MOU) or ordinance. Eligibility for benefits including, but not limited to, retirement system contributions (if applicable) and health benefits and leave accruals 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 position.

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. Contractors 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

The Community Development and Housing Director, or his/her 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 40 hours per week without prior approval from the Director or his/her designee. The Director or his/her designee shall have the right to direct Contractor to take time off as is necessary to ensure that Contractor's actual time worked does not exceed 40 hours within any given work week.

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

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 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 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

VI. COUNTERPART EXECUTION

This Contract, consisting of eight (8) 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.

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.

COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*
 Curt Hagman, Chairman, Board of Supervisors

Dated: **NOV 17 2020**
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
 Lynna Monell
 Clerk of the Board of Supervisors
 of the County of San Bernardino
 Deputy



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

By ▶ *Diana D. Vasquez*
 (Authorized signature - sign in blue ink)

Name Diana Vasquez
 (Print or type name of person signing contract)

Title Housing Project Manager II
 (Print or Type)

Dated: 10/29/20

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form ▶ Cynthia O'Neill, Supervising Deputy County Counsel	Reviewed for Contract Compliance ▶	Reviewed/Approved by Department ▶ Gary Hallen, Director
Date _____	Date _____	Date _____

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COUNTY OF SAN BERNARDINO

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

►

 Curt Hagman, Chairman, Board of Supervisors

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

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

Name Diana Vasquez
(Print or type name of person signing contract)

Lynna Monell
 Clerk of the Board of Supervisors
 of the County of San Bernardino



Title Housing Project Manager II
(Print or Type)

By _____
 Deputy

Dated: _____

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►  Cynthia O'Neill, Supervising Deputy County Counsel	► _____	►  Gary Hallen, Director
Date <u>11/6/20</u>	Date _____	Date <u>11/9/2020</u>