



Contract Number

23-13 A1

SAP Number

Board of Supervisors

Department Contract Representative	Penelope Chang
Telephone Number	909-387-4886
Contractor	Michael Fresquez
Contractor Representative	N/A
Telephone Number	On File
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	1003001000
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1 TO EMPLOYMENT CONTRACT NO. 23-13

WHEREAS, San Bernardino County (County) and Michael Fresquez (Contractor) have previously entered into Employment Contract No. 23-13 (Contract) in which Contractor provides services to the County as a Deputy Chief of Staff; and

WHEREAS, a new employment contract must be approved by the County's Board of Supervisors (Board) and Contractor when there is a change to the classification or a change to the assigned supervisorial district or Supervisor; and

WHEREAS, an amendment to the Contract must be approved by the County's Board and Contractor for any changes to the Contract, including changes to salary range, term of contract, or benefits offered; and

WHEREAS, County and Contractor desire to amend the Contract as described in this Amendment No.1 to the Contract.

NOW THEREFORE, County and Contractor agree that effective March 24, 2026, the Contract is hereby amended ("this Amendment") as follows:

1. The above recitals are incorporated into the Contract by reference.
2. DELETE Section III, TERM, and ADD a new Section III, TERM, to the Contract, which shall read as follows:

III. TERM

This Contract shall be effective January 14, 2023 ("Effective Date"), and shall remain in effect until the end of the term of the Third District Supervisor, or when the Supervisor otherwise leaves office, subject to the termination provisions of this Paragraph. However, in the event of an unexpected vacancy in the Third District Supervisor position, this Contract shall remain in effect until the appointment or election of a new Supervisor. These effective dates are qualified: if all of the requirements of Paragraph 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 Third District Supervisor of San Bernardino County, or designee, and 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.

3. ADD Paragraph T to Section IV, COMPENSATION TO CONTRACTOR, which shall read as follows:

T. SPECIAL ASSIGNMENT COMPENSATION

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. The duration of such assignments is not intended to exceed one calendar year. Compensation shall be awarded in pay period increments and shall be in the form of a specified percentage of the Contractor's base pay. The Appointing Authority will determine the amount in increments of one-half ($\frac{1}{2}$) percent from a minimum of two and one-half ($2\frac{1}{2}$) percent up to a maximum of seven and one-half ($7\frac{1}{2}$) percent. The additional compensation shall be computed at the specified percentage of the current base pay of the Contractor for each pay period. Requests for special assignment compensation may be initiated by the Appointing Authority. Special assignment compensation is to be effective only with the Appointing Authority's written approval, assignment of a greater level of duties, and signed acceptance by the Contractor.

Except as amended, all other terms and conditions of the Contract shall remain the same.

County and Contractor agree that this Amendment to the 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other mail 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 Amendment 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

Michael Fresquez

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

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

Name Michael Fresquez

(Print or type name of person signing contract)

Title Deputy Chief of Staff – Third District

(Print or Type)

Dated: _____

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Scott Runyan, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____