



Contract Number

23-940

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Charles Wilkins
Contractor Representative	-----
Telephone Number	On file
Contract Term	09/23/2023 through 09/22/2026
Original Contract Amount	\$36.36 per hour
Amendment Amount	-----
Total Contract Amount	-----
Cost Center	4431801000

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, certifications, and experience necessary to provide services as a Background Investigator 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 Background Investigator with the Sheriff/Coroner/Public Administrator (Department). Contractor shall work cooperatively with the Employee Resources Division staff, performing a broad range of duties including, but not limited to:

- A. Report directly to the Employee Resources Division Captain, or designee.
- B. Conduct pre-employment personal interviews with potential new hires and Concealed Carry Weapon (CCW) permit applicants.
- C. Abide by both County and Department policies and procedures.
- D. Explain the Sheriff's Background Investigation process to potential new hires and CCW applicants.
- E. Analyze and review personal history statements and determine suitability for employment and issuing a CCW permit based on department standards and legal requirements.
- F. Conduct background investigations on potential employees and CCW permit applicants including interviews with personal references and prior employers.
- G. Investigate credit and criminal history, educational achievements, birth, age, military, and DMV records.
- H. Prepare and submit written reports supporting either the hiring or disqualification of potential employees, or approval of CCW permit applications in a timely manner.
- I. Testify, when required, as to content and validity of a report's information in an appeal hearing or lawsuit.
- J. Adhere to a standard tour of duty from 8:00 AM to 5:00 PM, Monday to Friday, each week. Contractor shall be present and working during these hours, except in periods of illness or upon advice and consent of the Sheriff/Coroner/Public Administrator, or designee.
- K. Maintain confidentiality. Contractor shall not release any information, written or oral, concerning applicants, or employees, without prior written approval from the Department.
- L. Provide vacation and temporary relief as required.
- M. Perform other special projects and duties as assigned.
- N. Travel throughout the County as required.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the County's Conflict of Interest policy, 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 AND TERMINATION

This Contract shall be effective September 23, 2023 through September 22, 2026. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to this Contract to extend the term for an additional three 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, 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. 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 a rate of \$36.36 per hour, not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive the same Across the Board (ATB) salary adjustments as employees in the Technical and Inspection Unit. All salary increases are subject to approval of the appointing authority and based on a meets standard work performance evaluation. 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 shall be defined as all hours actually worked in excess of forty (40) hours in a week. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. Sick leave that is not pre-approved and sick leave used by the Contractor, if on leave restriction, shall not be considered as time actually worked for the purpose of calculating overtime. "Pre-approved" shall mean notice (e.g., prescheduled doctor's appointment or sick leave for bereavement purposes) to management at least forty-eight (48) hours prior to the appointment. If Contractor is authorized by Sheriff/Coroner/Public Administrator, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's regular 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 this 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 Technical and Inspection Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item N 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 employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) in the same manner as the Technical and Inspection Unit to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS

exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amount exceeds the medical plan cost).

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) of \$9.46, per pay period, as applicable.

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the Contractor has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be in paid status and scheduled for a minimum of forty (40) hours per pay period.

Contractor shall not receive Flex Dollars if Contractor chooses to "opt-out" or "waive" from the County-sponsored health plans.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is in paid status and scheduled for at least forty-one (41) hours per pay period.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Technical and Inspection Unit. County-paid life insurance will become effective the first pay period in which the Contractor is in paid status and shall continue for each pay period Contractor is in a paid status. For pay periods in which Contractor does not meet the paid hours requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Technical and Inspection Unit.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Technical and Inspection Unit.

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system during the term of this Contract. If the Contractor is over 60-years of age at the time of entrance to County employment, participation is optional. Contractor shall pay the required employee contribution for the term of this Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

J. 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 Technical and Inspection Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item N in this section for processing of unused sick leave balances upon termination of this contract.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

L. 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.

M. SHORT TERM DISABILITY

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

N. 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 employees in the Technical and Inspection 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 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 distributed as outlined in "Contractor Separated from County Service" above.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. BACKGROUND INVESTIGATION

Contractor must pass Sheriff's Department background investigation prior to commencement of employment.

B. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Sheriff/Coroner/Public Administrator, or designee. The Sheriff/Coroner/Public Administrator, 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 department. Contractor shall not work more than 40 hours per work week without prior approval from the Sheriff/Coroner/Public Administrator, or designee. The Sheriff/Coroner/Public Administrator shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed forty (40) hours within any given work period.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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. CONCLUSION

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 Contract, and if applicable, subsequent amendments, 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 12 2023

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
San Bernardino County
Deputy



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

By ► *Charles Wilkins*
Charles Wilkins (Aug 23, 2023 15:43 PDT)
(Authorized signature - sign in blue ink)

Name Charles Wilkins
(Print or type name of person signing contract)

Title Background Investigator
(Print or Type)

Dated: Aug 23, 2023

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form
► *[Signature]*
Cynthia O'Neill, Principal Assistant County Counsel
Date 8/24/2023

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *[Signature]*
Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date 8/24/23