



Contract Number

SAP Number

## Community Development and Housing

Department Contract Representative	Gary Hallen
Telephone Number	(909) 387-4411
Contractor	Julie Bjork
Contractor Representative	N/A
Telephone Number	On File
Contract Term	06/22/21 – 06/30/23
Original Contract Amount	\$113,355
Amendment Amount	N/A
Total Contract Amount	\$113,355
Cost Center	6210002476

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

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

- a. Under direction of the Deputy Executive Officer and Director, work and manage the activities of architects, engineers, contractors, legal counsel and financial consultants.
- b. Position requires driving to properties within the County's jurisdiction, site locations currently in development and local and regional meetings.
- c. Oversees and coordinates all stages of affordable housing development, including site research and acquisition, feasibility analysis, pre-development, design, project financing, construction, loan close-out and transition to housing monitoring and federal compliance team.
- d. Develops and manages relationships with federal, state and local funders, government agencies, community and neighborhood groups, development partners and industry professionals. May represent organization before government agencies, planning and zoning commissions, city council, and other community meetings to garner critical support and governmental approvals for potential projects.
- e. Researches and secures funding to support feasibility, site acquisition, pre-development, construction, and permanent financing phases of development. Conducts feasibility studies and develops pro-forma financial projections. Develops detailed financial analyses and budgets.
- f. Manages development team members including architects, engineers, contractors, legal counsel and financial consultants. In conjunction with the deputy director or director, negotiates contracts with development team members and monitors progress of all team members through project completion.
- g. Under the guidance of the Deputy Executive Officer and Director work with special legal counsel and County Counsel to negotiate and finalize all real estate documents. This includes property acquisition, loan agreements, disposition agreements, and facilitate funding/closing.
- h. Prepares all project payment, payments to vendors, and funding or underwriting commitments.
- i. Researches new project opportunities in keeping with the County's mission.
- j. Participates in strategic planning and development of long-term growth objectives.
- k. Other duties as assigned by the Deputy Executive Officer and Director. 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.
- l. Negotiates, develops and monitors contracts designed to provide the County or the group with a variety of services. Consults with groups or departments in any administrative area where advice or assistance is required or requested, resolving problems as needed.
- m. Prepares requests for proposals, funding applications, reporting documents, media releases, and correspondence.
- n. Attend meetings and conferences; make presentations to community groups and other agencies; participate in state and local professional organizations; represents the County as assigned.

- o. Responds to inquiries regarding housing developments, special events, community outreach activities and citizen complaints.
- p. Prepares a variety of written reports, records, correspondence, and other documents.
- q. Plans, coordinates, and oversees housing program activities; assigns, schedules, and reviews work; and trains staff.
- r. Oversees the implementation and management of Housing activities for the County's unincorporated area and cooperating cities, which include preparation of planning and project studies; ensures activity compliance with federal labor, environmental employment, procurement and program regulations; obtains federal funding clearance for each activity; assists management in developing strategies to optimize benefit and results through leveraging funds and resources.

## **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 June 22, 2021 and shall remain in effect through June 30, 2023, subject to the termination provisions below. The Director of Community Development and Housing or the Economic Development Agency Administrator (Director) are authorized to execute amendments to this Contract to extend the term 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, who shall have the full authority and discretion to exercise County rights under this paragraph.

## **V. 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. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment contract between Contractor and the County.

### **A. SALARY RATE**

Contractor shall be compensated for services at a rate of \$64.70 per hour (Range 76/Step 14) not to exceed 40 hours per work week and may not exceed 120 hours per month, unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor does not gain probationary or regular status during the term of this Contract. 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 Management Unit. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector.

**B. OVERTIME**

Overtime shall be defined as all hours actually worked in excess of eighty (80) during a pay period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized the Director or authorized designee to work overtime shall be compensated at straight time compensating time off and issued in the same manner as the Management Unit.

**C. LEAVE PROVISIONS**

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Management Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

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

**D. BENEFIT PLAN**

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) 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 amounts exceed the lowest HMO cost). Contractor shall receive the following MPS amounts, per pay period, as applicable:

Coverage type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$120.36	\$240.72
Employee + 1	\$226.40	\$452.80
Employee + 2	\$320.07	\$640.14

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

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only		
Employee + 1	\$4.73	Up to \$9.46
Employee + 2		

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee 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 scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a 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 scheduled and receives pay 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 Management Unit. County-paid life insurance will become effective on the first day of the pay period following Contractor’s first pay period in which Contractor is in paid status and shall continue for each pay period in which the Contractor is in paid status. For pay periods in which Contractor is not in paid status, 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 supplemental term life insurance in the same manner and amount as offered by the County to employees in the Management Unit.

H. EXPENSE REIMBURSEMENT

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

I. RETIREMENT PLAN

If the Contractor’s status is part-time or the hours are reduced making the Contractor ineligible for SBCERA membership, the Contractor will not pay retirement contributions.

If the Contractor’s status changes to full time, making them eligible, the 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 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.

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County’s general retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA).

If Contractor regularly works less than forty (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 terms and conditions of the MOU.

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 Management 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 P 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 contributions to the Salary Savings Plan.

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 in the same manner as employees in the Management Unit and per the plan documents. Contractor shall not receive any County contribution to the plans.

M. 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.

N. SHORT-TERM DISABILITY

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

O. 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 Management 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 the 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 Director, or designee. The 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.

Contractor shall not work more than 40 hours per work week without prior approval from the Director, or designee. The Director, or designee, shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time work does not exceed forty (40) hours within any given work.

**C. 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.

**D. 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.

**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 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.

**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 who previously met the requirements of this provision.

**G. DIRECT DEPOSIT**

Contractor must arrange 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 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.

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

**BOARD OF SUPERVISORS**

▶  
 \_\_\_\_\_  
 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

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

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

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

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

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

Title Senior Housing Project Manager  
 \_\_\_\_\_  
 (Print or Type)

Dated: \_\_\_\_\_  
 ON FILE

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

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