



Contract Number

SAP Number

Community Development and Housing

Department Contract Representative	<u>Gary Hallen</u>
Telephone Number	<u>(909) 387-4411</u>

Contractor	<u>Rosmery Martinez</u>
Contractor Representative	<u>Rosmery Martinez</u>
Telephone Number	<u>On File</u>
Contract Term	<u>02/08/2022-06/30/2024</u>
Original Contract Amount	<u>\$111,321</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$111,321</u>
Cost Center	<u>_____</u>

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

- a. Under direction of the Director and other lead Administrative Manager, work and manage the activities of Emergency Rental Assistance Program required by the State and Federal programs.
- b. Plans and coordinates studies of administrative and operational activities including fiscal operations, budget preparation and control, equipment usage, staff patterns, develops reports and recommendations for appropriate action based on an analysis of gathered data. Analyzes and makes recommendations in the development of various budgets and fiscal procedures; justifies and presents less complex budgets; controls departmental purchases and expenditures; reviews financial data on an ongoing basis to ensure conformance with established guidelines; recommends and establishes general fiscal procedures to improve department operations based on cost/benefit studies..
- c. Recommends and establishes contract forms and procedures; develops and processes bid proposals and agreements, interprets contract terms and monitors adherence to same; recommends solutions to contractual problems. Researches methods necessary for specific grant proposals; prepares grant applications and subsequent follow-up; recommends and monitors procedures for grant implementation. Develops and recommends various policies and procedures upon request; develops written procedures to implement adopted policy or to clarify and describe standard practices; designs or improves forms to expedite procedures and coordinates the publication and dissemination of same.
- d. Participates in various meetings and presents requested and independently gathered data to assist management in making administrative and operational decisions.
- e. Gather, analyze and interpret federal, state, and local regulations in order to assess program compliance and effectiveness; and evaluate multiple levels of performance, including program strengths, concerns, areas of non-compliance and deficiencies. Prepare non-compliance, management, and contract monitoring reports; collect, analyze, and identify common non-compliance trends; implement prevention and correction strategies with management; conduct evaluation and follow-up of noted non-compliance issues and concerns to ensure issues are resolved.
- f. Compile information and build management metric reports utilizing data from the department's database; generate presentations for management's review.
- g. Develop and update monitoring tools as needed; develop tracking tools for all required regulatory program deadlines.
- h. Other duties as assigned by the Director and Administrative Manager 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.
- i. Participates in various meetings; presents requested and independently gathered data to assist management in making administrative and operational decisions.
- j. Prepares requests for proposals, funding applications, reporting documents, media releases, and correspondence.
- k. Attend meetings and conferences; make presentations to community groups and other agencies; participate in state and local professional organizations; represents the County as assigned.
- l. Prepares a variety of written reports, records, correspondence, and other documents.

- m. 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.
- n. 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 March 1, 2022, and shall remain in effect through June 30, 2024, subject to the termination provisions of this Paragraph. The Director of Community Development and Housing or the Community Development and Housing Department 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 Department 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 \$35.68 per hour, which is equivalent to Step 8 of Range 56 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.

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, Contractor may accrue compensation 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 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 M 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.

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

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. SERVICE AND EFFECT ON BENEFITS

Contractor was a County regular employee immediately prior to entering into this contract, without separation from County employment. Execution of this contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to health benefits and leave accrual rates. Contractor's rate for leave accruals is based on the most recent date of continuous employment with the County and does not change as a result of this contract. Contractor's retirement contribution rate is based on the date they began participation in the County's general employee retirement system. Contractor shall maintain and carry forward Holiday, Vacation, and Sick Leave balances.

M. 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.

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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.

SAN BERNARDINO COUNTY

►

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
San Bernardino County

By _____
Deputy

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

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

Name Rosmery Martinez

(Print or type name of person signing contract)

Title CDH Analyst

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Cynthia O'Neill, Principal Assistant County
Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Gary Hallen, Director
Date _____