

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

23-938

SAP Number

Board of Supervisors

Department Contract Representative	_____
Telephone Number	_____
Contractor	Luther Snoke
Contractor Representative	_____
Telephone Number	909-387-3101
Contract Term	8/26/2023 – 8/21/2026
Original Contract Amount	_____
Total Contract Amount	_____
Cost Center	_____
Project Name	_____

This Contract is entered into in the State of California by and between San Bernardino County, hereinafter called County, and Luther Snoke, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS County desires to obtain the services of Contractor under the terms and conditions set forth in this Contract; and

WHEREAS County finds Contractor has the skills and knowledge necessary to provide services for the County in the position of Chief Executive Officer; and

WHEREAS County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as the Chief Executive Officer with the County. Contractor shall work under the direction of the Board of Supervisors, performing a broad range of responsibilities as set forth in County Code section 12.0201 *et seq.* Contractor shall also perform such other functions and duties as specified by state law or local rules and policies, as well as such other legally permissible duties as the Board of Supervisors may direct from time to time.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict-of-Interest policy as stated in Rule 1.8 of the County's Personnel Rules, as that Rule has been interpreted, as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association 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 association. 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. An employee is also subject to applicable provisions of the California Government Code, including but not limited to Sections 1090, 1126, 87100, and/or any other conflict of interest Code, policy, or rule applicable to County employment."

III. TERM AND TERMINATION

- A. The term of this Contract shall commence on August 26, 2023, and shall continue in effect through August 21, 2026, unless terminated earlier as hereinafter provided. The Board of Supervisors may extend the term of this Contract. The Board of Supervisors shall provide Contractor with a minimum of six (6) months written notice prior to the end of the contract term, informing the Contractor that the County will not extend the Contract. If such notice is not provided, this Contract will be extended by an additional twelve (12) months from the end of the Contract termination date at that time.
- B. Contractor may terminate this Contract without cause at any time by giving fourteen (14) days prior written notice of termination to the County.
- C. The County may terminate this Contract for cause at any time by a 4/5ths vote of the Board of Supervisors. For purposes of this Contract, termination for cause includes, but is not limited to:
 - 1. Flagrant or repeated neglect of duties, after Contractor has been notified in writing of such neglect and provided thirty (30) days to correct the deficiencies;
 - 2. Willful misappropriation of public property;
 - 3. Willful and substantial violation of law related to the performance of the Contractor's duties;
 - 4. Willful falsification of a relevant official statement or document;
 - 5. Substantial failure to follow the clear direction of the Board of Supervisors given in a duly noticed meeting; or
 - 6. Substantial failure to comply with County policies, practices and procedures identified under Section V.C.
- D. The County may also terminate the Contract without cause by a 4/5ths vote of the Board of Supervisors.
- E. In the event this Contract is terminated, Contractor agrees to immediately surrender the position of Chief Executive Officer; and to surrender the following: (1) any and all writings containing information relating to the conduct of the County's business prepared, owned, used or retained by Contractor

regardless of physical form or characteristics; and (2) any and all equipment, tools, identification badges, or other materials of whatever nature provided to Contractor by County.

IV. COMPENSATION OF CONTRACTOR

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 between County and Contractor, including Contract No. 22-1183.

A. SALARY RATE

For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept a rate equivalent to Step 10 of Salary Range 116B, of the current San Bernardino County Exempt Group Compensation Plan salary schedule.

Contractor shall receive step increases every six months (1,040 service hours) from the date of contract execution until at the top step of Salary Range 116B, pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor shall receive salary adjustments, across the board salary increases, and other approved incentives in the same manner as provided to the County's Exempt employees, however, Contractor is also subject to any economic reductions imposed on the County's Exempt employees.

Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County Exempt Employees. Contractor does not gain probationary or regular status during the term of this Contract.

B. MODIFIED BENEFIT OPTION

Contractor is eligible to participate in the Modified Benefit Option in the same manner as provided under the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A.

C. OVERTIME

Contractor is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

D. YEARS OF SERVICE

Contractor shall be eligible to receive any benefits included in the Exempt Group Working Conditions Ordinance at a level that is calculated and payable at the greater of the Contractor's actual years of service or at the rate of sixteen years, or 33,280 hours, of service with the County.

E. LEAVE PROVISIONS

Contractor shall accrue vacation or paid time off, holiday, administrative leave, and sick leave, at a rate of 1.40 times the rates accrued by positions in the Exempt Group. Contractor's individual and/or combined vacation and paid time off accrual leave bank maximum(s) shall be 1.40 times the amount(s) set forth for positions in the Exempt Group. Contractor shall receive a contribution of 160 hours of vacation or paid time off leave, or a combination thereof at the Contractor's direction, deposited into Contractor's leave bank upon contract execution. Contractor shall receive and utilize

all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A.

Contractor shall maintain and carry forward any leave balances accrued and benefit dates accrued during prior County employment.

Refer to Section IV.T for processing of leave balances upon termination of this Contract.

F. 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 and Dental Premium Subsidy to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A.

G. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A.

H. LIFE INSURANCE

Contractor shall be eligible for life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A.

I. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A.

J. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance. For purposes of approval of expense reimbursement, the appointing authority shall be the Chair of the Board of Supervisors. The Chair of the Board of Supervisors, or designee, shall be responsible to approve each of Contractor's requests for expense reimbursement.

K. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system, i.e., San Bernardino County Employee Retirement Association, during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Government Code section 7522 *et seq.*).

L. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A, and as provided in Section IV.D.

M. SALARY SAVINGS PLAN

~~In lieu of a match to the County's 401K Deferred Compensation Plan, Contractor shall have an amount at the maximum allowable by IRS Contribution limits contributed on Contractor's behalf to the Contractor's County 401(k) plan on a bi-weekly basis. Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan as set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A, with any 457(b) match deposited into the Contractor's 457(b) plan.~~

N. 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 and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A.

O. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., Family and Medical Leave Act, Affordable Care Act, 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.

P. OTHER BENEFITS

Except as provided herein, Contractor shall be eligible for all Exempt Group A benefits, including the automobile allowance and portable communication device allowance, as outlined in the San Bernardino County Exempt Group Working Conditions Ordinance.

Q. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group A.

R. LONG-TERM DISABILITY

Contractor shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

S. SERVICE AND EFFECT ON BENEFITS

Contractor was a County Contract employee immediately prior to entering into this Contract and execution of this Contract shall not result in separation in County employment for purposes of determining eligibility for level of benefits including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus, Contractor's rate for leave accruals is based on the greater of the start date of his employment with the County as extended by this Contract, or as defined in Section IV.D. Contractor shall maintain and carry forward accrued Holiday, Vacation, Administrative, Paid Time-Off, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's employee retirement system.

T. BENEFITS UPON TERMINATION OF CONTRACT

1. Contractor Separated from County Service - Upon separation from County employment, Contractor shall be compensated for any unused Administrative, Vacation, Paid Time-Off, and Holiday Leave at Contractor's base hourly rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.
2. Contractor to Regular County Employment - In the event this Contract is terminated for any reason by either party and thereafter Contractor becomes a regular County employee without a break in service, this Contract shall not be considered a break in County service for purposes of determining eligibility for all benefits and contributions including, but not limited to, retirement system contributions, health benefits, leave accrual rates, and longevity pay. Contractor shall maintain and carry forward rates of accrual, leave balances accrued and benefit date during prior County employment.
3. Contractor to New Contract Position - In the event the Contractor accepts another Contract position with the County without a break in service, 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 Memorandum of Understanding (MOU) for the bargaining unit, or applicable ordinance, associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

U. SEVERANCE COMPENSATION

1. If this Contract is terminated by the County for cause, Contractor is not entitled to receive severance compensation, except for the lump sum cash out of any currently accrued leave balances as provided under the San Bernardino County Exempt Group Working Conditions Ordinance. This clause does not prohibit the County from providing severance compensation that does not exceed the limits provided under Section IV.U.3.
2. If the Contract is terminated by the Contractor, Contractor shall receive no severance compensation, except for the lump sum cash out of any currently accrued leave balances as provided under the San Bernardino County Exempt Group Working Conditions Ordinance.
3. In the event the Contract is terminated by the County without cause, Contractor shall receive severance compensation in an amount equal to one month of compensation for each month remaining on the term of the Contract payable on a biweekly basis, not to exceed eighteen (18) months. Severance compensation shall include all economic benefits as described in Section IV during the period the Contractor is entitled to receive severance compensation. Contractor may elect to receive any balance of such severance compensation in a lump sum.

V. **GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. TOUR OF DUTY

1. The parties agree that submission of hours worked shall be 80 hours per pay period for payroll purposes on the County's Employee Management and Compensation System during the full term of this Contract.
2. In the performance of his duties under this Contract, Contractor shall be required to work such hours as necessary to carry out the duties specified in this Contract under the direction of the Board of Supervisors and the Chair of the Board of Supervisors, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.

B. CLASSIFICATION

1. Contractor shall be considered a contract employee in the County's Unclassified Service.
2. 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.

C. COUNTY POLICIES, PRACTICES AND PROCEDURES

1. Except to the extent inconsistent with the terms and conditions of this Contract, all County personnel policies/rules, practices, and procedures shall apply to Contractor, including but not limited to policies, practices, and procedures pertaining to promotion, discipline, grievances, layoff, and payment and provision of compensation, benefits and retirement. In the event of any inconsistency between the terms of this Contract and the County personnel policies, practices, and procedures, the provisions of this Contract shall control.
2. Contractor shall adhere to the County's standards of employee conduct, including all applicable rules, policies, and regulations.
3. Contractor shall refrain from any off-duty and/or on-duty conduct which discredits the County or which is incompatible with the due and faithful discharge of his duties.

D. PERFORMANCE REVIEWS

The Board of Supervisors may review and evaluate the performance of Contractor. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board of Supervisors and Contractor. Said criteria may be added to or deleted from as the Board of Supervisors may from time to time determine, in consultation with Contractor.

E. WORKERS' COMPENSATION AND LIABILITY COVERAGES

Contractor shall be covered by the County's General Liability and Workers' Compensation insurance while carrying out duties under this Contract.

F. USE OF PRIVATE VEHICLE

1. Services to be performed under this Contract require Contractor to drive a vehicle and Contractor must possess a valid California driver's license at all times during the term of this Contract.
2. Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record.
3. 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:
 - a. Fifteen thousand dollars (\$15,000) for single injury or death;
 - b. Thirty thousand dollars (\$30,000) for multiple injury or death; and
 - c. Five thousand dollars (\$5,000) for property damage.
4. Failure to comply with the requirements of this Section shall be deemed cause for termination of this Contract, pursuant to Section III.C above.

G. COUNTY SERVICE

Contractor is currently a County contract employee under County Contract No. 22-1183 (which contract will be terminated upon approval of this Contract). Therefore, this Contract shall not be considered a break in County service for purposes of determining eligibility for all benefits and contributions including but not limited to retirement system contributions, health benefits, leave accrual rates, and longevity pay. Contractor shall maintain and carry forward any rates of accrual, leave balances accrued and benefit date during the prior County employment.

H. DIRECT DEPOSIT

Contractor shall make arrangements for the direct deposit of paychecks into the financial institution of his choice via electronic fund transfer.

I. TRAVEL

Contractor shall adhere to the County's Travel Management Policy (8-02 and 8-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

J. ATTORNEY'S FEES

If any legal action is instituted to enforce any party's rights under this Contract, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party.

K. ENTIRE AGREEMENT

This Contract represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. CONTRACT AMENDMENTS

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing and executed and approved by the person(s) authorized to do so on behalf of Contractor and County.

M. LEGALITY AND SEVERABILITY

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

N. CONTRACT INTERPRETATION

This Contract shall be construed as a whole, according to its fair meaning, and not in favor or against any party. By way of example and not in limitation, this Contract shall not be construed in favor of the party receiving a benefit or construed against the party responsible for any particular language in this Contract.

O. LEGAL COUNSEL

Contractor acknowledges that they have had an opportunity to consult with legal counsel in regard to the Contract, that he has read and understands this Contract, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representation or promise other than those contained in this Contract.

P. 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 office or position, as defined in Government Code section 53243.4.

VI. CONCLUSION

- A. 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.
- B. This 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

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



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

By ► *[Signature]*
 (Authorized signature - sign in blue ink)

Name Luther Snoke
 (Print or type name of person signing contract)

Title Chief Executive Officer
 (Print or Type)

Dated: _____

Address ADDRESS ON FILE

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► *Tom Bunton*
 Tom Bunton, County Counsel
 Date 9/12/23

Reviewed for Contract Compliance
 ► _____
 Date _____

Reviewed/Approved by Department
 ► _____
 Date _____