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Contract Number

**23-11**

SAP Number

## Human Services

<b>Department Contract Representative</b>	<u>Karyn Baxter</u>
<b>Telephone Number</b>	<u>(909) 386-8369</u>
<b>Contractor</b>	<u>Traci Homan</u>
<b>Telephone Number</b>	<u>(909) 835-7993</u>
<b>Contract Term</b>	<u>January 14, 2023 to January 13, 2026</u>
<b>Original Contract Amount</b>	<u>Initial Hourly Rate \$29.65</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u></u>
<b>Cost Center</b>	<u>9031009900</u>

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

**WHEREAS**, County finds Traci Homan, hereinafter referred to as Contractor, has the skills and knowledge necessary to provide services for the County; 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:

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## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as an Executive Secretary II with the Commission. Contractor shall report to the Executive Director. Contractor shall perform a broad range of responsibilities, including, but not limited to, the following:

- A. Performs complex secretarial support functions, regarding highly confidential information and critical issues in situations regarding tact and judgment; renders confidential assistance to the Commission and management as necessary. May take notes, complex records, reports, correspondence, minutes, contracts and documents; reviews material for grammar, content and conformity to format and procedural requirements.
- B. Serves as Secretary to the Commission; ensures compliance with pertinent regulatory requirements, including public notice, public records, and recordkeeping. Assembles, prepares, and distributes required material to appropriate entities.
  - 1. Assists in creating monthly agenda; coordinates and prepares all related materials for agenda items; reviews all documents for grammar, content, conformity, and professional presentation; prepares and distributes agendas and minutes according to Robert's Rules of Order and the Brown Act.
  - 2. Coordinates monthly commissioner agenda briefings, ensures Commissioners are aware of possible conflicts of interest; coordinates Commission travel and meeting arrangements as needed.
  - 3. Creates monthly Commission agenda packet in PDF format optimized for web viewing with hyperlinks to agenda items.
  - 4. Creates monthly Chair Commission agenda packet in same format as above with additional embedded "script" notes (or creates a hard copy paper version).
  - 5. Ensures Chair is apprised of any necessary updates and/or messages which need to be relayed during the meeting, which also includes any other Commission members. Ensures Commissioners' needs are met (example: water, coffee, and any other requests).
  - 6. Coordinates and maintains records of Commission vacancies, appointments, reappointments and resignations with Clerk of the Board's (COB) office. Tracks Commissioner tenure and Ethics Training certificates of completion.
  - 7. Responsible for posting agenda in designated locations throughout the County per the Brown Act as required.
  - 8. Follows up with Commission members or special committees regarding action items and requests for information.
  - 9. Ensures complete agenda packet and minutes are available for viewing on website.
  - 10. Responsible for annual submittal of Certificate of Compliance to First 5 California to satisfy requirements of Health and Safety Code Section 130140 which states the following public hearings must be conducted and documents submitted and presented to the Commission:
    - a. Strategic plan
    - b. Annual Audit
    - c. Annual Report
    - d. First 5 California Annual Report
  - 11. Responsible for scheduling public hearings on the agenda; assembling, preparing, and distributing all of above documents for presentation to Commission for their review and approval.
  - 12. Serves as filing officer for conflict of interest reporting and disclosure forms (Form 700) for the Commission and First 5 staff.

13. Serves as custodian for all Commission files and records; maintains files in both hard copy and electronic formats.
  14. Ensures Commission Bylaws and Rules of Order are periodically reviewed and updated.
  15. Ensures Commission Policies are up to date.
  16. Regularly communicates with First 5 California and Association executives and staff for pertinent information and updates for Commission and office staff.
- C. Also serves as Secretary to the Advisory Committee comprised of up to 25 members. Ensures compliance with pertinent regulatory requirements, including public notice, public records, and recordkeeping. Assists in obtaining speakers for various presentations. Assembles, prepares, and distributes required material to appropriate entities. Assists in creating quarterly agenda (or as needed); coordinates and prepares all related materials for agenda items; reviews all documents for grammar, content; conformity, and professional presentation; prepares and distributes agendas and minutes according to Robert's Rules of Order and the Brown Act.
  - D. Manages assigned calendars; makes appointments independently for Executive Director; schedules and arranges meetings, conferences, or hearings and assembles background material that may be needed. Coordinates multiple projects and assignments ensuring deadlines are met. Regularly communicates with State, local governments, and local community agencies and organizations to initiate meetings and/or conference calls.
  - E. Determines nature and priority of correspondence, messages, and visitors; distributes and follows up to ensure timely and appropriate response; prepares responses and other correspondence on own initiative in accordance with general policies and procedures or knowledge of appropriate viewpoint.
  - F. Researches, compiles, and organizes information for use by the Commission and management; prepares correspondence, records, reports, and special projects, often on own initiative; develops and recommends policies and procedures, and, as approved, coordinates and monitors their implementation; reviews documents, correspondence, and other material that were generated internally for completeness, conformity, and professional presentation. Contacts other departments, agencies, or individuals for additional materials and information as needed.
  - G. Serves as Liaison between office and other departments and agencies, including County Counsel and Human Resources. Liaison between office and landlord, along with Business Support Manager, in notifying landlord of office and building safety issues to ensure uninterrupted flow of daily business operations.
  - H. May oversee or supervise other employees assigned to assist the Commission and management; participates in selection, performance evaluation, counseling, and disciplinary procedures for support staff.
  - I. May administer personnel and payroll related matters for Commission staff, including e-Time, employee benefit enrollments, and other related matters; provides assistance to staff in resolving personnel and payroll problems, if needed; track Work Performance Evaluation (WPE) due dates and confer with Chief Financial Officer for accurate dates.
  - J. Ensures proper professional and social protocols are followed; ensures Commissioners, Executive Director and management staff are informed about significant occasions, considerations, and relations; and provided assistance to enhance the quality of the organizational environment.
  - K. Performs other special projects and duties as assigned.
  - L. Provides vacation and temporary relief as required.
  - M. Travels throughout the County and State as required. .

## **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 January 14, 2023, and shall remain in effect through January 13, 2026, subject to the termination provisions below. The Assistant Executive Officer of Department Operations, or his/her designee, is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three (3) 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.

### **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 \$29.65 per hour, which is equivalent to Step 8 of Range 45C, of the current Exempt salary schedule. Contractor shall be eligible to receive step increases pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor shall receive salary adjustments and incentives provided to the County's Exempt employees, however, Contractor is also subject to any economic reductions imposed on the County's Exempt employees. Contractor shall be eligible for longevity pay pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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. All currently accrued service hours toward a step increase will be reset with the execution of this Contract.

- B.** Overtime shall be 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 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 Contract.

#### **C. LEAVE PROVISIONS**

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.

Refer to Item R 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) and Dental Premium Subsidy (DPS) 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.

E. 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.

F. LIFE INSURANCE

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

G. 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.

H. 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.

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system, i.e., San Bernardino County Employee Retirement Association (SBCERA), 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 (Gov't Code section 7522 et seq.).

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 of the 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 the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.

J. 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.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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 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.

M. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, 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. OTHER BENEFITS

Contractor shall be eligible for the following additional benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group C:

1. Tuition Reimbursement
2. Employee Wellness/Fitness Center Membership

O. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the San Bernardino County Exempt Group Working Conditions Ordinance.

P. 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.

Q. SERVICE AND EFFECT ON BENEFITS

Contractor was a County Contract 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 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 start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's general employee retirement system.

R. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative, 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 pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance, 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 into which the Contractor was hired. 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 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.

### **V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

#### **A. TOUR OF DUTY**

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Appointing Authority, or designee. The Appointing Authority, 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. In the performance of his duties under this Contract/contractor shall be required to work hours as necessary to carry out the duties specified in this Contract under the direction of the Appointing Authority, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.

#### **B. 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.

#### **C. 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.

#### **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 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.



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 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.

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. TRAVEL

Contractor shall adhere to the County's Travel Management Policy (8-02) 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.

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

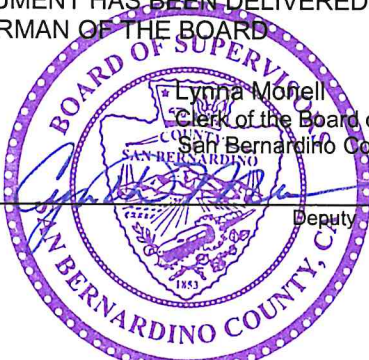
- A. This Contract, consisting of ten (10) pages, is the full and complete document describing services regarding the Contractors rights and obligations of the parties, including all covenants, conditions, and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so 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 M. Rowe*  
 Dawn M. Rowe, Chair, Board of Supervisors

Dated: JAN 10 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



By *Traci Homan*  
 (Authorized signature - sign in blue ink)

Name Traci Homan  
 (Print or type name of person signing contract)

Title Executive Secretary II  
 (Print or Type)

Dated: December 19, 2022

Address Address On File

### FOR COUNTY USE ONLY

Approved as to Legal Form  
 ► *Cynthia O'Neill*  
 Cynthia O'Neill, Principal Assistant County Counsel  
 Date December 19, 2022

Reviewed for Contract Compliance  
 ► *Patty Steven*  
 Patty Steven, Contract Manager  
 Date December 20, 2022

Reviewed/Approved by Department  
 ► *Diana Alexander*  
 Diana Alexander, Assistant Executive Officer – Department Operations  
 Date December 19, 2022