

**Contract Number**

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**SAP Number**

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**San Bernardino County Fire Protection District**

<b>Department Contract Representative</b>	<u>Dan Munsey</u>
<b>Telephone Number</b>	<u>909-387-5779</u>
<b>Contractor</b>	<u>Michael Wakoski</u>
<b>Contractor Representative</b>	<u></u>
<b>Telephone Number</b>	<u>On File</u>
<b>Contract Term</b>	<u>7/1/20 – 6/30/21</u>
<b>Original Contract Amount</b>	<u></u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u></u>
<b>Cost Center</b>	<u></u>

**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**, SBCFPD 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 Wildland Program Coordinator for the SBCFPD. CONTRACTOR shall report to the Assistant Chief responsible for Training and Special Operations. CONTRACTOR shall have the following duties:

Direct supervision and management of Wildland Program including Camps 6 and 15 including the Hand Crew and Heavy Equipment Operations along with the personnel assigned to those camps. At the direction of the Assistant Chief, CONTRACTOR may assume a command role/position on vegetation fires within SBCFPD jurisdiction. CONTRACTOR shall serve as a mentor to develop his replacement by a full-time SBCFPD Battalion Chief. At the direction of the Assistant Chief, CONTRACTOR may represent SBCFPD as Agency Representative or Unified Incident Commander on multijurisdictional incidents within San Bernardino County. CONTRACTOR may respond as part of a California Interagency Management Team when requested.

## **II. CONFLICT OF INTEREST**

As a condition of employment, CONTRACTOR does hereby agree to follow and uphold the Conflict of Interest policy of SBCFPD'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 July 1, 2020, and shall continue in effect until June 30, 2021. 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 SBCFPD. CONTRACTOR shall serve at the pleasure of the appointing authority or designee, who shall have the full authority and discretion to exercise SBCFPD's rights under this Paragraph. This contract may be extended with the approval of SBCFPD and CONTRACTOR for one, one year term to June 30, 2022.

## **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 benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County Fire Protection District Exempt Compensation Plan shall be adjusted in accordance with any future change to the San Bernardino County Fire Protection District Exempt Compensation Plan. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder. If CONTRACTOR is a current contract employee, this Contract supersedes any prior contract and continues CONTRACTOR's employment.

### **A. SALARY RATE**

CONTRACTOR shall be compensated for services at a rate in accordance to San Bernardino County Fire Protection District Exempt Compensation Plan Range E-50C step one (currently \$37.55 per hour). Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor/Controller/Recorder.

**B. LEAVE PROVISIONS**

CONTRACTOR shall receive the following allowances providing the CONTRACTOR is in paid status:

1. CONTRACTOR shall be eligible to receive and utilize the following leaves: Vacation, Holiday and Sick Leave pursuant to the terms and conditions as set forth in the San Bernardino County Fire Protection District Exempt Compensation Plan.

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Unused Sick Leave shall be forfeited.

**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 for normal duties. For emergency responses, CONTRACTOR is eligible, while assigned to an incident for overtime paid at 1.5 times regular salary rate for all hours actually worked beyond 80 hours in a pay period.

**D. RETIREMENT PLAN**

The CONTRACTOR shall participate in the County's PST Deferred Compensation Plan in lieu of any other retirement plan, program or benefits during the term of this Contract.

CONTRACTOR shall contribute 7.5% of CONTRACTOR's biweekly gross earnings. CONTRACTOR'S contributions to PST Deferred Compensation shall be automatically deducted from CONTRACTOR'S earnings. Maximum total contributions shall be 7.5% of CONTRACTOR'S maximum covered wages for Social Security purposes. CONTRACTOR shall enroll on forms approved by the Human Resources Division Chief, Employee Benefits and Services.

**E. EXPENSE REIMBURSEMENT**

CONTRACTOR shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Fire Protection District Exempt Compensation Plan.

**F. LEGALLY REQUIRED BENEFITS**

CONTRACTOR shall receive all benefits as required by law when eligible (e.g., FMLA, Military Leave, Time Off for Voting, Medicare, PST Savings Plan, and Affordable Care Act). Where SBCFPD 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.

**V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

**A. TOUR OF DUTY**

CONTRACTOR'S standard tour of duty (regularly scheduled work week) shall be established by the Fire Chief or designee. The Fire Chief 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 District.

**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 Special District 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 SBCFPD'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 SBCFPD's Workers' Compensation insurance coverage during the hours actually worked under this Contract. CONTRACTOR shall be covered by SBCFPD's Public Liability Insurance only while performing services under this Contract. CONTRACTOR shall only receive those benefits as required by law.

D. USE OF 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 SBCFPD to obtain a Department of Motor Vehicles report of CONTRACTOR'S driving record.

In order for CONTRACTOR to be able to use a private or SBCFPD owned 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 and successfully complete 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 SBCFPD 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 SBCFPD shall be fully reimbursed to SBCFPD 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 six (6) 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 Fire Protection District**

►  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Directors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
Lynna Monell, Secretary

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

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

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

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

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address On File  
\_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_  
Scott Runyan, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
Dan Munsey, Fire Chief/Fire Warden

Date \_\_\_\_\_