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SAN BERNARDINO COUNTY

Contract Number
20-934

SAP Number

Board of Supervisors

Department Contract Representative	Chairman's Office
Telephone Number	909-387-4866
Contractor	Leonard X. Hernandez
Contractor Representative	
Telephone Number	909-387-5417
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, and Leonard X. Hernandez, hereinafter collectively called the County, and the Contractor respectively.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the 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 the services for the County;

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

1. **Term.**

The Term of this Contract shall commence on October 10, 2020 (pay period 23/20) and continue in effect through October 7, 2022 (pay period 21/22) unless earlier terminated as hereinafter provided. The Board of Supervisors may extend the term of this Contract.

Either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party.

The County may terminate this Contract for cause at any time. For the purpose of this Contract, cause for termination 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; or (5) failure to follow the clear direction of the Board of Supervisors given in a duly noticed meeting.

San Bernardino County shall give written notice to Contractor that this Contract will not be extended beyond the Term no later than 6 months prior to the end of the Term. After said notice, Contractor will continue employment for six (6) months after said notice, unless otherwise agreed to in writing by the parties.

If the County's written notice of intention to not extend the Contract is provided later than 6 months prior to the end of the Term, Contractor will continue employment for six (6) months after said notice and the terms and conditions of employment outlined in this Contract shall continue, unless otherwise agreed to in writing by the parties.

2. **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 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.

3. **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 I, Section 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 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.

4. **Compensation of Contractor.**

Contractor shall receive the following compensation:

a. For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept an annual salary of approximately $315,000, calculated for payroll purposes as Step 8 of Range 116B. 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 shall receive any across-the-board salary adjustments as may be granted to, and at the same time as, employees in the Exempt Group. Contractor shall receive the same step advancements as employees in the Exempt Group.

b. Except as provided herein, any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group A.

c. Contractor is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

d. Contractor shall have the same 401(k) and 457(b) benefits as Exempt Group A employees.

e. County shall pay all reasonable subscriptions, travel expenses and other costs reasonably associated with performance of Contractor's duties as Chief Executive Officer and the continuance of his professional development, including up to twelve (12) units per year of college credit.

f. In the event that this Contract is terminated by the County without cause prior to the expiration of the Term, 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. If there are more than 18 months remaining on the Term at the time of termination, the 18 months of severance compensation shall be payable proportionately over the remaining term of the Contract. Severance compensation shall include all economic benefits as are received by employees in Exempt Group A. During the period that Contractor is entitled to receive severance compensation, Contractor may elect to receive any balance of such severance compensation in a lump sum.

g. 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.

5. **General Provisions Relating to Contractor.**

a. Upon the effective date of this Contract, Contractor shall be considered a contract employee in the County's Unclassified Service.

b. 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.

c. 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 Chairman 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.

d. 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 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.

e. Contractor is currently a regular County employee. 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 prior County employment.

f. 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 any rates of accrual, leave balances accrued and benefit date during prior County employment.

g. Contractor shall be covered by the County's General Liability and Workers' Compensation insurance coverage during the hours actually worked under this Contract.

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

i. The Board of Supervisors shall review and evaluate the performance of Contractor at least three times annually. 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.

j. This Contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of Contractor by the County, and contains all of the covenants and agreements between the parties with respect to the employment of Contractor by the County.

k. Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement of promise not contained in this Contract shall not be valid or binding on either party.

l. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

m. 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 not against the party responsible for any particular language in this Contract.

n. Contractor acknowledges that he has 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.

o. 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 position, as defined in Section 53243.4.

6. **Conclusion.** This Contract, consisting of five (5) 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.

COUNTY OF SAN BERNARDINO

► _____

Curt Hagman, Chairman, Board of Supervisors

Dated: OCT 06 2020

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 Leonard X. Hernandez
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: OCTOBER 5, 2020

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____, County Counsel	►	►
Date 10-5-2020	Date	Date