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SAN BERNARDINO COUNTY

Contract Number
20188

SAP Number
N/A

Real Estate Services

Department Contract Representative	Terry Thompson Director of Real Estate Services
Telephone Number	(909) 387-5104
Contractor	Kevin Ryan
Contractor Representative	
Telephone Number	
Contract Term	December 5, 2020 through December 4, 2023
Original Contract Amount	$153,628.80 annually
Amendment Amount	
Total Contract Amount	
Cost Center	7831001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter called the County, and the Real Estate Services Department (RESD), hereinafter called the County, desires to obtain the services of Kevin Ryan, hereinafter referred to as "Contractor," under the terms and conditions set forth in this Contract, and;

WHEREAS, County finds Kevin Ryan, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide Assistant Director 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 an Assistant Director with the Real Estate Services Department (RESD) of the County of San Bernardino. Contractor shall work cooperatively with the staff of RESD along with all County Departments and outside business partners under the direction of the Director, performing a broad range of duties, including, but not limited to, the following:

a. Responsible through direct reports for managing RESD Project Management and RESD Facilities Management, including their operations and budgets while enhancing revenue and monitoring and controlling expenditures.

b. Makes and presents recommendations to the CAO and to the Board of Supervisors (Board), Commissions and other agencies regarding capital improvement projects and facilities needs as appropriate and called on to do so.

c. Directs and supervises a staff as authorized by the Director through subordinate managers; reviews and evaluates work; makes hiring and disciplinary decisions.

d. Formulates, recommends and implements new or revised policies and procedures.

e. Conducts or directs the preparation of data, reports, and correspondence, and preparation of agreements and other legal documents.

f. Assists in the preparation of the department budget; reviews and develops recommendations on expenditure requests and budget variances; monitors budget to ensure expenditures and revenues/reimbursements are aligned with Board-approved limits.

g. Confers with County officials and leadership concerning facility needs; attends and represent the department at various meetings; addresses issues and problems.

h. May be asked to act in the capacity of Director in the Director's absence.

i. Provides vacation and temporary relief as required.

j. Other duties as may be 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 December 5, 2020 and shall remain in effect through December 4, 2023, subject to the termination provisions below. The Board of Supervisors and/or the Director of Real Estate Services is authorized to execute amendments to the contract to extend the term of this Contract for a

maximum of three 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. Any benefits provided for in this Contract based on benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. 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 C, unless otherwise specified in this contract.

A. SALARY RATE

For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept an annual salary of $153,628.80, which is equivalent to Step 14 of Range 81C of the Exempt Compensation Salary Ordinance, calculated for payroll purposes as $5,908.80 bi-weekly/$73.86 hourly. 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 C.

Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector.

B. 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.

C. LEAVE PROVISIONS

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.

Contractor is eligible to receive credit for previous work experience in determining Contractor's vacation accrual rate. To be eligible, Contractor must have been previously employed by a public jurisdiction or in the private sector in a comparable position or a position which has prepared Contractor for the position. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Director of Human Resources. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one year from the Contractor's hire date

Refer to Item Q in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL AND DENTAL COVERAGE

Except as provided herein, medical and dental benefits will be provided in the same manner as offered by the County to employees in the San Bernardino County Exempt Group C Working Conditions Ordinance.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee + dependents) if Contractor is in paid status and is scheduled at least forty-one (41) hours per pay period.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in Exempt Group C. County-paid life insurance will become effective the first pay period in which Contractor is in a paid status and shall continue for each pay period Contractor is in a paid status and shall continue for each pay period Contractor is in a paid status. For pay periods in which Contractor does not meet the paid hours' requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in Exempt Group C.

County-paid life insurance will become effective the first pay period in which the Contractor is in a paid status and continue for each pay period Contractor is in a paid status. For pay periods in which Contractor does not meet the paid hours' requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in Exempt Group C.

I. RETIREMENT PLAN

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this contract pursuant to the 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 regularly works less than 40 hours per pay period, or otherwise does not meet the definition of a member of the retirement system, and is not a participant in the County's 401(k) plan, Contractor shall instead participate in the County's PST Deferred Compensation Retirement Plan.

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 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.

Refer to Item Q in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans as per the Plan documents and 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 in the same manner as employees in Exempt Group C and per the plan documents with the exception that Contractor shall not receive any County match contributions with respect to participation in either plan.

M. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (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.

N. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in Exempt Group C.

O. 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

P. 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.

Q. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused 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 the County's Exempt employees if eligibility requirements are met (See Section D, above). 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, type and level of benefits including, but not limited to, retirement system contributions (if applicable) and health benefits shall be based upon the provisions of the MOU or ordinance in effect at the time Contractor is appointed to a regular position. Hours worked as a County contract employee shall count towards service hours for leave accrual rates.

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. Contractor 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 be distributed as outlined in "Contractor Separated from County Service," above.

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.

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 his/her designee. The Appointing Authority, 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.

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 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 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's 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. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

F. PREEMPLOYMENT

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.

G. 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.

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 eight (8) 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.

COUNTY OF SAN BERNARDINO

► _____
Curt Hagman, Chairman, Board of Supervisors

Dated: NOV 17 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

By _____

Name Kevin Ryan
(Print or type name of person signing contract)

Title Assistant Director RES
(Print or Type)

Dated: 11/9/2020

Address Address on File

Approved as to Legal Form	Reviewed for Contract Compliance	Presented to BOS for Signature
► _____	► _____	► _____
Cynthia O'Neill, Supervising Deputy County Counsel		Terry Thompson, Director of Real Estate Services
Date 11/10/20	Date _____	Date _____