



Contract Number

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	<u>John Ades, Deputy Chief</u>
Telephone Number	<u>387-0640</u>
Contractor	<u>Colleen E. Welty (hereinafter called "Contractor")</u>
Contractor Representative	_____
Telephone Number	<u>On File</u>
Contract Term	<u>November 20, 2021 through</u> <u>November 20, 2025</u>
Original Contract Amount	_____
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	_____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, 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 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 Chief Deputy Director of Sheriff's Administration for the Sheriff/Coroner/Public Administrator of San Bernardino County. Contractor shall have the following duties:

- A. Oversee centralized fiscal and administrative operations, including departmental budget, grants, procurement, automotive, payroll, position control, facilities, and long range planning;
- B. Manage fiscal responsibilities of the inmate welfare program;
- C. Such other duties as may be assigned by the Sheriff/Coroner/Public Administrator, or designee.

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 November 20, 2021, and shall continue in effect through November 20, 2025, unless terminated as herein after provided.

These effective dates are qualified: if all of the requirements of Item E of Section V are not successfully completed, this Contract shall be terminated immediately.

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, the Sheriff/Coroner/Public Administrator, or designee, 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 Unclassified Service. Contractor shall be entitled to all benefits provided pursuant to the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group B, unless otherwise specified 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 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. 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 at Step 14 of Range 91B, currently \$99.32 per hour, of the Exempt salary schedule. CONTRACTOR shall receive any across-the-board salary adjustments (increases or decreases) provided to, and at the same time as, employees in Exempt Group B. 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.

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. Refer to Item R of Section IV 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 Working Conditions Ordinance.

- E. VISION CARE INSURANCE
Subject to carrier requirements, the County shall pay vision care insurance premiums for CONTRACTOR and eligible dependents, pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

- F. AUTO ALLOWANCE
CONTRACTOR shall receive a bi-weekly auto allowance of \$461.54 without mileage reimbursement for mileage on County business in a privately owned automobile, provided CONTRACTOR is not assigned a County vehicle and CONTRACTOR provides a private vehicle for his/her own use on County business. This benefit shall be issued pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

- G. PORTABLE COMMUNICATION DEVICE ALLOWANCE
CONTRACTOR shall receive a bi-weekly portable communication device allowance of \$92.31. This benefit shall be issued 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 during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee's Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

If Contractor regularly works less than forty (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. Contractor shall contribute 7.5% of the contractor's biweekly gross earnings, and the Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contributions shall be 7.5% of the Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the Plan on forms approved by Employee Benefits & Services Division.

If Contractor is first hired at age 60 or over, Contractor may choose not to become a member of the San Bernardino County Employees' Retirement Association (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. 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.

K. 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.

L. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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.

M. 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.

N. SHORT-TERM DISABILITY

CONTRACTOR shall be eligible to receive the same Short-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.

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. 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.

Q. SERVICE AND EFFECT ON BENEFITS

Contractor was a County employee (Regular status) 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 and 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 participation 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 in the same manner and amount as the County's Exempt employees if eligibility requirements are met (See Section K, 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 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 work week) shall be established by the Sheriff/Coroner/Public Administrator, or designee. The Sheriff/Coroner/Public Administrator, 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. CONTRACTOR shall be required to work during such hours as necessary to carry out the duties of his position, as designated by the Sheriff/Coroner/Public Administrator, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

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 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 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 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.

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 background check. 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.

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 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.

H. CONTRACT EXECUTION

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

CONCLUSION

This Contract, consisting of eight (8) 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

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
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
San Bernardino County

By _____
Deputy

Colleen E. Welty

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

By ► _____
(Authorized signature - sign in blue ink)

Name Colleen E. Welty

(Print or type name of person signing contract)

Title Chief Deputy Director of Sheriff's Administration

(Print or Type)

Dated: _____

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Cynthia O'Neill, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►
John Ades, Deputy Chief

Date _____