

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24 - 708

District Attorney

Department Contract Representative	Claudia Walker
Telephone Number	(909) 382-7689
Contractor	Michael Silverman
Contractor Representative	Michael Silverman
Telephone Number	On file
Contract Term	August 10, 2024 – August 9, 2025
Original Contract Amount	Not to exceed \$187,000
Amendment Amount	TBD
Total Contract Amount	TBD
Cost Center	TBD

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to obtain the services of CONTRACT ATTORNEY on the terms and conditions set forth in this contract; and

WHEREAS, the County finds the CONTRACT ATTORNEY has the skills and knowledge necessary to provide services; and

WHEREAS, the County desires that such services be provided by the CONTRACT ATTORNEY and CONTRACT ATTORNEY agrees to perform these services as set forth below;

NOW, THEREFORE, the County and CONTRACT ATTORNEY mutually agree to the following terms and conditions:

TABLE OF CONTENTS

	<u>Page:</u>
I. DUTIES AND RESPONSIBILITIES OF CONTRACT ATTORNEY	3
II. CONFLICT OF INTEREST	3
III. TERM	3
IV. COMPENSATION OF CONTRACT ATTORNEY	3
V. GENERAL PROVISIONS RELATING TO CONTRACT ATTORNEY	4
VI. CONTRACT EXECUTION	5
VII. CONCLUSION	5

I. DUTIES AND RESPONSIBILITIES OF CONTRACT ATTORNEY

CONTRACT ATTORNEY shall be employed with the District Attorney's Office (DA) to review the DA's policy manual and research best practices to make recommendations for updates or create new content. CONTRACT ATTORNEY will create updates to policies and corresponding procedures and assist with adoption and implementation as needed. CONTRACT ATTORNEY will review policies and procedures to confirm compliance or recommend changes to maintain compliance with federal and state law, directives from the California Superior Court or appellate courts, and adherence to County policies or procedures. If needed, CONTRACT ATTORNEY will assist with assessing the effectiveness of policies and procedures and make recommendations for changes according to DA operational needs or requirements. CONTRACT ATTORNEY will assist with incorporating County policies and procedures into the DA's policy manual as needed. CONTRACT ATTORNEY will obtain authorization from the DA or designee before sharing confidential aspects or policy/procedure content with other public or private agencies outside of the County. CONTRACT ATTORNEY will attend District Attorney staff meetings either in person or through electronic methods such as Microsoft Teams or Zoom.

II. CONFLICT OF INTEREST

As a condition of employment, CONTRACT ATTORNEY 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 judgement or action in the performance of official duties. Personal as distinguished from financial interest included 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. CONTRACT ATTORNEY 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 August 10, 2024 and continue in effect until August 9, 2025. 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. CONTRACT ATTORNEY shall serve at the pleasure of the appointing authority, the District Attorney of San Bernardino County, or designee, who shall have the full authority and discretion to exercise County rights under this Paragraph. The County does not guarantee a minimum number of hours during the contract term. CONTRACT ATTORNEY shall not exceed 1,200 hours worked during the term of this contract.

IV. COMPENSATION OF CONTRACT ATTORNEY

Upon the effective date of this Contract, CONTRACT ATTORNEY shall be considered a contract employee in the County's Unclassified Service. CONTRACT ATTORNEY shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to CONTRACT ATTORNEY for the service required hereunder. If CONTRACT ATTORNEY is a current contract employee, this contract supersedes any prior contract and continues CONTRACT ATTORNEY'S employment.

A. SALARY RATE

CONTRACT ATTORNEY shall be compensated for services at an hourly rate of \$150.00 for each hour worked. Payment for services shall be made bi-weekly in accordance with

procedures established by the County Auditor/Controller/Recorder. CONTRACT ATTORNEY does not gain probationary or regular status during the term of this contract.

B. LEAVE PROVISIONS

Contractor shall accrue sick leave pursuant to the Leave Provisions outlined in the County Standard Operating Procedure regarding the California Healthy Families Act of 2014 (AB 1522). Upon termination of the contract, the unused balance of sick leave will be forfeited and will not cash out to CONTRACT ATTORNEY.

C. OVERTIME

CONTRACT ATTORNEY is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

D. EXPENSE REIMBURSEMENT

CONTRACT ATTORNEY shall be eligible for expense reimbursement in the same manner and amount as employees in the Attorney Unit.

E. RETIREMENT PLAN

CONTRACT ATTORNEY does not meet the definition to be a member of the County's retirement system. CONTRACT ATTORNEY is eligible and may elect to participate in the County's PST Deferred Compensation Retirement Plan.

F. BAR DUES

CONTRACT ATTORNEY shall be eligible to receive reimbursement for costs associated with renewal of membership in the California State Bar Association, such reimbursement not to exceed four hundred sixty-five dollars (\$465) each fiscal year.

V. GERNERAL PROVISONS RELATING TO CONTRACT ATTORNEY

G. TOUR OF DUTY

CONTRACT ATTORNEY'S standard tour of duty (regularly scheduled work week) shall be established by the District Attorney of San Bernardino County, or designee. The District Attorney of San Bernardino County, 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. CONTRACT ATTORNEY shall be required to work during such hours as necessary to carry out the duties of his position, as designated by the District Attorney, and such hours may be varied so long as the work requirements and efficient operation of the County are assured. CONTRACT ATTORNEY shall not be scheduled to work, and shall not work, more than 1,200 hours during the 12-month term of this agreement.

H. CLASSIFICATION

CONTRACT ATTORNEY 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. CONTRACT ATTORNEY shall adhere to the County's and Department's standards of employee conduct, including all applicable rules, polices, and regulation. Violation of applicable standards may result in Contract termination or lesser penalties.

I. WORKERS' COMPENSATION AND LIABILITY COVERAGES

CONTRACT ATTORNEY SHALL be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. CONTRACT ATTORNEY shall be covered by the County's Public Liability insurance only while performing services under this Contract. CONTRACT ATTORNEY shall only receive those benefits as required by law.

J. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require CONTRACT ATTORNEY to drive a vehicle, CONTRACT ATTORNEY must possess a valid California driver's license at all times during the performance of this Contract. CONTRACT ATTORNEY agrees to allow the County to obtain a Department of Motor Vehicles report of CONTRACT ATTORNEY'S driving record.

In order for CONTRACT ATTORNEY to be able to use a private vehicle during the performance of this Contract, CONTRACT ATTORNEY 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 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 for termination of this Contract, pursuant to Section III.

K. EVIDENCE OF ELIGIBILITY TO WORK

CONTRACT ATTORNEY 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. CONTRACT ATTORNEY shall submit to a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if CONTRACT ATTORNEY is a current employee who previously met the requirements of this provision.

L. DIRECT DEPOSIT

CONTRACT ATTORNEY must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by CONTRACT ATTORNEY to make such arrangements will result in the County paying CONTRACT ATTORNEY via pay card.

M. 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 a CONTRACT ATTORNEY may receive from the County shall be fully reimbursed to the County if CONTRACT ATTORNEY is convicted of a crime involving an abuse of his or her office position, as defined in Section 53243.4.

VI. CONTRACT EXECUTION

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.

VII. CONCLUSION

This Contract, consisting of six (6) pages, is the full and complete document describing services regarding the CONTRACT ATTORNEY'S rights and obligations of the parties, including all covenants, conditions and benefits.

