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SAN BERNARDINO COUNTY

**Contract Number**

24-302

**SAP Number**

# Board of Supervisors

| | |
|---|---|
| **Department Contract Representative** | Stephanie Maldonado |
| **Telephone Number** | 387-4378 |
| **Contractor** | Kimberly Mesen (hereinafter called "Contractor") |
| **Contractor Representative** | |
| **Telephone Number** | On File |
| **Contract Term** | 3/9/24-6/28/24 |
| **Original Contract Amount** | |
| **Amendment Amount** | |
| **Total Contract Amount** | |
| **Cost Center** | 1002001000 |

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, on December 8, 2020 (Item No. 5), the Board of Supervisors approved employment Contract No. 20-1165 with Kimberly Mesen to provide support services to the First District Supervisor as District Director, effective January 2, 2021, through the term of the First District Supervisor, or when the Supervisor otherwise leaves office; and

**WHEREAS**, the First District will continue to pay all salary and benefits under Contract No. 20-1165 and CONTRACTOR will continue to receive existing benefits under Contract No. 20-1165; and

**WHEREAS**, the Second District Supervisor 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 District Director Consultant for the Second District Supervisor of San Bernardino County. CONTRACTOR shall provide consulting on the following duties:

A. Coordination of district casework and communication with constituents;
B. Oversight of community outreach efforts;
C. Oversight of staff at satellite offices;
D. Such other duties as may be assigned by the Second District Supervisor.

## 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 March 9, 2024 through June 28, 2024, subject to the termination provisions of this Paragraph. 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 Second District Supervisor of San Bernardino County, or designee, who shall have the full authority and discretion to exercise County rights under this Paragraph. In addition, this Contract may be terminated by a 4/5 vote of the Board of Supervisors.

## IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, CONTRACTOR shall be considered a contract employee in the Unclassified Service. CONTRACTOR will continue to receive all salary and benefits under Contract No. 20-1165 provided by the First District.

This Contract provides for the full compensation to CONTRACTOR for the services required hereunder.

A. <u>SALARY RATE</u>
CONTRACTOR shall be compensated for services at a bi-weekly salary of $1,875. Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector.

B. <u>OVERTIME</u>
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. 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.

## 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 Second District Supervisor of San Bernardino County, or designee. The Second District Supervisor 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. CONTRACTOR shall be required to work during such hours as necessary to carry out the duties of his position, as designated by the Second District Supervisor, 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 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 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 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.

## 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

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: APR 09 2024

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 San Bernardino County

By _____ Deputy

KIMBERLY MESEN

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

By ► Kimberly Mesen
Kimberly Mesen (Apr 3, 2024 11:44 PDT)

*(Authorized signature - sign in blue ink)*

Name Kimberly Mesen

*(Print or type name of person signing contract)*

Title District Director Consultant – Second District

*(Print or Type)*

Dated: 04/03/24

Address On File

**FOR COUNTY USE ONLY**

| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|---|---|---|
| ► Cynthia O'Neill (Apr 3, 2024 12:54 PDT) | ► | ► |
| Cynthia O'Neill, Chief Assistant County Counsel | | |
| Date 04/03/24 | Date | Date |