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Contract Number

SAP Number

Regional Parks Department

Department Contract Representative Telephone Number Beahta R. Davis
909-387-2340

Contractor Savanah Coble
Contractor Representative _____
Telephone Number _____
Contract Term September 1, 2020 through August 31, 2021

Original Contract Amount \$28.00 an hour
Amendment Amount N/A
Total Contract Amount N/A
Cost Center 6520001000



IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

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:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as an Event Coordinator assigned to the Lake Gregory Regional Park, San Moritz Lodge. CONTRACTOR shall work cooperatively with department staff under the direction of the Staff Analyst II, performing a broad range of duties including, but not limited to, the following:

- A. Event planning for San Moritz Lodge and the area known as the Wildflower Wedding area at Lake Gregory Regional Park.
- B. Maintains records for wedding/event contracts to include copies of all payments made by event permittees, payments made to vendors and all other communication and coordination details.
- C. Coordinates availability of and payments to sub-contractors and vendors for event services.
- D. Maintains detailed inventory of all décor, furnishings and supplies for events at the San Moritz Lodge.
- E. Schedules meetings and tours of the facilities and available amenities.
- F. Provide day-of coordination for weddings and other event services.
- G. Maintains regular communication with event permittees.
- H. Works with Regional Parks staff as needed for facility events.

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 September 1, 2020 and shall remain in effect until August 31, 2021. 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 Regional Parks Director, 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 County's Unclassified Service. 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. This Contract supersedes any prior employment Contract of CONTRACTOR.

A. SALARY RATE

CONTRACTOR shall be compensated for services at a rate of \$28.00 per hour not to exceed forty (40) hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. CONTRACTOR does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If CONTRACTOR is authorized by the appointing authority to work overtime, CONTRACTOR shall be eligible to receive overtime compensation at one and one half (1½) times the CONTRACTOR'S regular rate of pay.

C. LEAVE PROVISIONS

In the pay period following 13 pay periods from the start of this contract term, CONTRACTOR shall receive a lump sum of 20 hours of vacation leave. In the pay period following each successive completed cycle of 26 pay periods for the term of the contract, including extensions, CONTRACTOR shall receive a lump sum of 40 hours of vacation leave. Vacation leave will be taken at times as mutually agreed upon with the Regional Parks Director or his/her designee, with two weeks' notice given by the CONTRACTOR.

CONTRACTOR shall receive, or be subject to, the Leave Provisions outlined in the County Standard Operating Procedures regarding California Healthy Families Act of 2014 (AB 1522)

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

D. MEDICAL AND DENTAL COVERAGE

If CONTRACTOR meets the eligibility requirements, CONTRACTOR will have the option to enroll in the Bronze PPO medical plan and the County's dental plan at Contractor's own expense. Eligibility shall be based on working thirty (30) or more hours a week.

E. EXPENSE REIMBURSEMENT

CONTRACTOR shall be eligible for expense reimbursement in the same manner and amount as employees in the Administrative Services Unit.

F. RETIREMENT PLAN

CONTRACTOR shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said CONTRACTOR shall contribute 7.5% of the CONTRACTOR's biweekly gross earnings. 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 PST Deferred Compensation Plan on forms approved by the Human Resources Division Chief, Employee Benefits and Services.

G. SALARY SAVINGS PLAN

CONTRACTOR shall be eligible to participate in the County's 457 (b) Salary Savings Plan, per the Plan Document. CONTRACTOR shall not receive County match contributions with respect to participation in such plan.

H. 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.

I. SHORT TERM DISABILITY

CONTRACTOR shall be eligible to receive Class 4 Short-Term Disability insurance benefits pursuant to the terms of the contract with the Protected Leaves and Disability carrier. Insurance is effective upon completion of two pay periods in which the CONTRACTOR works and receives pay for one-half plus one of his/her scheduled hours and shall have a disability benefit duration of 90 days (subject to a seven (7) day waiting period)..

J. BENEFITS UPON TERMINATION OF CONTRACT

CONTRACTOR Separated from County Service

CONTRACTOR shall forfeit any unused leave accrued under the California Healthy Families Act of 2014 (AB 1522).

CONTRACTOR to Regular County Employment

In the event this Contract is terminated because CONTRACTOR is appointed to a regular County position without a break in service, the CONTRACTOR shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time CONTRACTOR is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

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. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over shall be 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 Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU 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 Regional Parks Director, or his/her designee. The Regional Parks Director, 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. CONTRACTOR shall not work more than forty (40) hours per work week without prior approval from the Regional Parks Director, or his/her designee. The Regional Parks Director shall have the right to direct CONTRACTOR to take such time off as is necessary to ensure that CONTRACTOR'S actual time work does not exceed forty (40) hours within any given work period.

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 above.

E. EVIDENCE OF ELIGIBILITY TOWORK

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 before employment commences. 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. Inability or failure by CONTRACTOR to make such arrangements will result in the County paying CONTRACTOR via pay card.

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.

VI. **CONCLUSION**

This Contract, consisting of seven (7) 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.

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.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be subscribed by their respective proper officers hereto duly authorized.

/
/

COUNTY OF SAN BERNARDINO

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

►

Curt Hagman, Chairman, Board of Supervisors

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

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Savanah Coble
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Dawn Martin, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Patrick Scalzitti, Finance and Operations Chief
Date _____

Reviewed/Approved by Department
►

Beahta R. Davis, Director, Regional Parks Department
Date _____