



Contract Number

SAP Number

District Attorney

Department Contract Representative	<u>Claudia Walker</u>
Telephone Number	<u>(909) 382-7689</u>
Contractor	<u>Wayne Hoy</u>
Contractor Representative	<u>Wayne Hoy</u>
Telephone Number	<u>On file</u>
Contract Term	<u>March 22, 2025 – March 17, 2028</u>
Original Contract Amount	<u>NTE \$325,000</u>
Amendment Amount	<u>_____</u>
Total Contract Amount	<u>NTE \$325,000</u>
Cost Center	<u>4504011000</u>
Grant Number (if applicable)	<u>_____</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to obtain the services of Wayne Hoy as a Consumer Environmental Protection Specialist (CONTRACTOR) to assist District Attorney staff on violations of Consumer and Environmental laws as set forth in the terms and conditions of this Contract; and

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

WHEREAS, the County desires that such services be provided by CONTRACTOR and said CONTRACTOR agrees to perform these services as set forth below.

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

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I. DUTIES AND RESPONSIBILITIES

CONTRACTOR will be employed as a Consumer Environmental Protection Specialist with the District Attorney's Office and assigned to the Consumer Environmental Protection Unit (CEP) to assist in the investigation and prosecution of violations of consumer and environmental protection laws. CONTRACTOR may be assigned to assist in the investigation and prosecution of local as well as statewide cases and coordinate investigations with other counties. Duties may include meeting with local, State, and federal regulators as well as administrative and enforcement agencies to address potential civil or criminal prosecutions. Additionally, CONTRACTOR will attend environmental task force meetings and District Attorney staff meetings regarding environmental matters either in person or through electronic methods such as Microsoft Teams or Zoom.

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. CODE OF CONDUCT

As a condition of employment, CONTRACTOR does hereby agree to follow County policies, procedures, and standard practices, as well as the applicable Code of Conduct.

IV. TERM

This contract shall be effective March 22, 2025 and continue in effect until March 17, 2028. 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 District Attorney of San Bernardino County, or designee, who shall have the full authority and discretion to exercise County rights under this Paragraph. County does not guarantee a minimum number of hours during the contract term.

V. COMPENSATION

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 service 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 for services at an hourly rate of \$94.00 for each hour worked. Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor/Controller/Recorder. CONTRACTOR does not gain probationary or regular status during the term of this contract.

B. OVERTIME

CONTRACTOR if authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the

employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes.

C. LEAVE PROVISIONS

CONTRACTOR is not eligible to accrue leave time with the exception of a prorated sick leave amount accrued per pay period in accordance with the Healthy Workplace Healthy Family Act of 2014, SB616. CONTRACTOR may use this sick leave in accordance with the allowable uses as outlined in SB616. Upon termination of this contract, any remaining balance of sick leave is forfeited.

D. MEDICAL AND DENTAL COVERAGE

CONTRACTOR is enrolled in another comparable employer sponsored coverage and chooses to "opt-out" or "waive" from the County offered health plans with no compensation for the "opt-out" or "waiver".

E. VISION CARE INSURANCE

CONTRACTOR is not eligible to enroll in a vision plan offered by the County.

F. TRAVEL AND EXPENSE REIMBURSEMENT

CONTRACTOR shall be eligible for expense reimbursement in the same manner and amount as employees in the Consolidated General MOU.

G. RETIREMENT PLAN

If CONTRACTOR is regularly scheduled for and regularly works a minimum of 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 Consolidated General MOU as modified by, and in accordance with, the applicable terms of the County Employee 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 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 of the plan.

H. COUNTY RETIREMENT MEDICAL TRUST ("Trust")

CONTRACTOR is not eligible to enroll in the County retirement medical trust plan offered by the County.

I. LIFE INSURANCE

CONTRACTOR is not eligible to enroll in the life insurance plan offered by the County.

J. ACCIDENTAL DEATH AND DISMEMBERMENT

CONTRACTOR is not eligible to enroll in the accidental death and dismemberment plan offered by the County.

K. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

CONTRACTOR is not eligible to enroll in the dependent care assistant plan (DCAP) and flexible spending account (FSA) plan offered by the County.

L. SHORT-TERM DISABILITY

CONTRACTOR is not eligible to enroll in the short-term disability plan offered by the County.

M. LONG-TERM DISABILITY

CONTRACTOR is not eligible to enroll in the long-term disability plan offered by the County.

N. 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.

O. OTHER BENEFITS

CONTRACTOR is not eligible for other benefits offered by the County.

P. SERVICE AND EFFECT ON BENEFITS

CONTRACTOR has not been an employee of the County.

Q. BENEFIT UPON TERMINATION OF CONTRACT

CONTRACTOR is not eligible for benefits offered by the County to regular employees.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

CONTRACTOR'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. CONTRACTOR shall be required to work during such hours as necessary to carry out the duties of this position, as designated by the District Attorney, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. CONTRACTOR shall not be scheduled to work, and shall not work more than 1,040 hours per fiscal year during the term of this agreement.

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 general liability insurance only while performing services under this Contract.

D. USE OF PRIVATE VEHICLE

The District Attorney can provide a vehicle if travel is required. 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 have in CONTRACTOR's possession throughout the term of this Contract and at CONTRACTOR's sole cost vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

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 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 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. CONFIDENTIALITY AND COMPLIANCE

CONTRACTOR agrees to keep confidential all department related data, programs, documentation, and all others original materials produced, created by or provided for the County. In addition, upon termination of this contract, CONTRACTOR agrees to return all confidential materials to the Chief Deputy District Attorney or his designee. As provided in section III of this contract, CONTRACTOR agrees to follow all County policies, procedures, and standard practices, as well as the code of conduct. CONTRACTOR shall comply with all applicable laws, rules, regulations, court orders and government agency orders.

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.

VII. 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.

VIII. 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.

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SAN BERNARDINO COUNTY

Wayne P. Hoy

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

▶

Dawn Rowe, Chair, 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 _____
Wayne P. Hoy
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
CONSUMER ENVIRONMENTAL
PROTECTION SPECIALIST
(Print or Type)

By _____
Deputy

Dated: _____

Address _____
On File

FOR COUNTY USE ONLY

Approved as to Legal Form
▶

Scott Runyan, Principal Assistant County Counsel
Date _____

Reviewed for Contract Compliance
▶

Gina King, HR Assistant Director
Date _____

Reviewed/Approved by Department
▶

Jason Anderson, District Attorney
Date _____