



Contract Number

24-909

SAP Number

Board of Supervisors

Department Contract Representative	<u>Stephanie Maldonado</u>
Telephone Number	<u>387-4378</u>
Contractor	<u>Samuel Shoup (hereinafter called</u> <u>"Contractor")</u>
Contractor Representative	<u></u>
Telephone Number	<u>On File</u>
Contract Term	<u></u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>1003001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on September 13, 2022 (Item No. 4) the Board of Supervisors (Board) for San Bernardino County ("County") approved Employment Contract No. 22-802 with Samuel Shoup ("CONTRACTOR") to continue to provide support services to the County's First District Supervisor as a Field Representative II, effective August 13, 2022, through the term of the First District Supervisor, or when the Supervisor otherwise leaves office; and

WHEREAS, CONTRACTOR shall continue to provide services to County pursuant to Contract No. 22-802, the County's First District will continue to pay all salary and benefits under Contract No. 22-802, and CONTRACTOR will continue to receive existing salary and benefits under Contract No. 22-802; and

WHEREAS, the County's Third District Supervisor desires to obtain the services of CONTRACTOR on the terms and conditions set forth in this Contract, which are in addition to the services CONTRACTOR currently provides the County under Contract No. 22-802; and

WHEREAS, CONTRACTOR has the skills and knowledge necessary to provide the additional services identified in this Contract to the County;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

TABLE OF CONTENTS

	<u>Page</u>
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
II. CONFLICT OF INTEREST	3
III. TERM	3
IV. COMPENSATION OF CONTRACTOR	3
V. GENERAL PROVISIONS RELATING TO CONTRACTOR	4
VI. CONCLUSION	6

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as a Transportation Representative for the Third District Supervisor of San Bernardino County. CONTRACTOR shall have the following duties:

- A. Provide, represent, and advise the Supervisor on transportation matters impacting the areas of Barstow, Newberry Springs, Dagget, and Yermo;
- B. Third District representative on Victor Valley Transit Authority (VVTa) Board of Directors (if designated); and
- C. Such other duties as may be assigned by the Third District Supervisor.

The duties and responsibilities of CONTRACTOR under this Contract are in addition to the duties and responsibilities of CONTRACTOR under Contract No. 22-802. As a result, CONTRACTOR shall provide the services identified in this Contract only when CONTRACTOR is not providing services to County under Contract No. 22-802.

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 21, 2024, and shall remain in effect until the end of the term of the Third District Supervisor, or when the Supervisor otherwise leaves office, 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 Third 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. 22-802 provided by the First District.

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

A. SALARY RATE

CONTRACTOR shall be compensated for services at a bi-weekly salary of \$150. Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-

Controller/Treasurer/Tax Collector. If designated as the Third District representative on the VVTA Board of Directors, CONTRACTOR shall receive a stipend from VVTA for these services and CONTRACTOR shall receive no compensation from the County for these services.

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. 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 Third District Supervisor of San Bernardino County, or designee. The Third 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 Third 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: SEP 24 2024

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

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



SAMUEL SHOUP

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

By Samuel Shoup

Samuel Shoup (Sep 19, 2024 11:29 PDT)

(Authorized signature - sign in blue ink)

Name SAMUEL SHOUP

(Print or type name of person signing contract)

Title Transportation Representative – Third District

(Print or Type)

Dated: 09/19/2024

Address On File

FOR COUNTY USE ONLY

Approved as to Legal Form

► Scott Runyan

Scott Runyan, Principal Assistant County Counsel

Date 09/19/2024

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date