

RDL



Contract Number

24-501

SAP Number

MUSEUM

Department Contract Representative Telephone Number David Myers (909) 798-8608

Contractor Contractor Representative Telephone Number Contract Term Original Contract Amount Amendment Amount Total Contract Amount Cost Center Judith Fulton July 1, 2024 - June 30, 2025 \$40,220 \$40,220 6512101000

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 desire to obtain the services of a Historic Site Manager on the terms and conditions set forth in this Contract, and

WHEREAS, Judith Fulton represents that she has the skills and knowledge necessary to provide services for the County Museum and Ms. Fulton shall hereinafter be referred to as the "Historic Site Manager" in this Contract;

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

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**I. DUTIES AND RESPONSIBILITIES OF HISTORIC SITE MANAGER**

Historic Site Manager is responsible for and has the duties of Contract Historic Site Manager as shown on Attachment "A" of this agreement ("Agreement"), incorporated herein by this reference.

**II. HOUSING**

In consideration of the covenants and conditions set forth in this Agreement and for the convenience of COUNTY as more specifically set forth herein, COUNTY agrees to provide residential housing ("residence") on a month-to-month basis to Historic Site Manager at the COUNTY-owned property located at 8810 Hemlock Street, Rancho Cucamonga, California, also known as the Maria Merced Williams and John Rains House Branch Location ("property" or "Historic Site"), for the purpose of fulfilling the terms of this Agreement. COUNTY also agrees to provide, at COUNTY expense, utilities for the Historic Site Manager's residence. Said utilities shall include water, gas, sewer, electricity, rubbish disposal, pest control services, and business telephone service for the property. Historic Site Manager shall be responsible for all personal telephone costs, including a personal telephone line.

Historic Site Manager, as a condition of employment, agrees to live in the residence on the property in such a fashion as to keep the historic and aesthetic integrity of the residence with that of the property, according to the Museum Department's guidelines. This includes regular cleaning and upkeep of the site residence to the same standard as the Historic Site. This Agreement is intended to provide residence for the Historic Site Manager at the property. However, during the term of this Agreement, Historic Site Manager may allow one (1) additional adult occupant approved by the Museum Director to reside with the Historic Site Manager at the residence. Historic Site Manager will not allow any other persons to reside on property, or entertain at the property, without written permission of the Museum Director. All visitors of more than one day must be reported to Museum Administration for safety and emergency reasons. Historic Site Manager is responsible for all of her visitors, and will supervise them while in COUNTY structures. Visitors staying for ten (10) days or more require prior written permission from Museum Director. Risk Management will be advised by staff of visitors exceeding ten (10) days or more by listing each visitor's name and duration of visit.

**III. ISSUANCE OF KEYS**

Keys to housing and adjacent COUNTY structures shall be the sole responsibility of the Historic Site Manager. Keys will not be issued to any visitors. Museum Administration may issue keys to authorized occupants. The date and time of issuance will be logged and when said keys are returned to Museum Administration

**IV. PETS ON PREMISES**

Historic Site Manager may keep a maximum of one (1) dog or other small pet on premises with Museum Director's approval. Pets must remain in a secured area outside of visitor areas during open hours as defined in Section V. Pets are not allowed in visitor areas, nor are they allowed in historic structures at any time. Pets must be secured when Historic Site Manager leaves the site and Historic Site Manager is responsible for keeping grounds clean of pet refuse at all times. If at any time, the pet is determined to be a nuisance or danger to visitors through observation or visitor complaint, the Museum Administration reserves the right, for any reason, to direct Historic Site Manager to remove pet temporarily or permanently if in their judgment the pet poses an undue burden on the facility, operations, or ability to maintain public safety and enjoyment of the visitor experience

**V. DISPLAY OF PERSONAL PROPERTY**

Historic Site Manager will limit display of personal property (e.g. hanging potted plants, grills, play equipment) to areas open to the public or within public view.

**VI. MODIFICATIONS TO HISTORICAL STRUCTURES OR GROUNDS**

Historic Site Manager is prohibited from making any modifications to the property, including historic structures or grounds, without prior written approval from Museum Administration.

## **VII. RIGHT OF WAY**

COUNTY may enter and inspect the public area of the property at any time it is open to the public as listed in Section XI-A. Additionally, during normal County business hours when the site is not open to the public (Monday through Friday, from 8:00 a.m. to 5:00 p.m.) and upon reasonable notice to Historic Site Manager (24 hours' notice shall be deemed "reasonable"), COUNTY may enter and inspect any area of the property, including the Historic Site Manager's residential area, with Historic Site Manager's presence or with other Museum personnel escort as needed, for any lawful purpose. COUNTY may enter any area of the property, including the Historic Site Manager's residential area, without advance notice to Historic Site Manager in case of an emergency, after efforts have been made to contact Historic Site Manager.

COUNTY personnel will make monthly site visits to inspect all portions of the site, including the Historic Site Manager's residence, for cleanliness and upkeep of site.

Historic Site Manager cannot add or change any lock or locking device, bolt or latch or alarm system on the property. Historic Site Manager acknowledges that COUNTY is entitled to, and has a key to, all structures on the property and may use the same for entry as provided herein or by law.

Upon demand by COUNTY, Historic Site Manager will temporarily vacate the residence for a reasonable period of time not to exceed three (3) days without reimbursement or other payment, to allow pest or vermin control work to be done. Historic Site Manager shall comply with all instructions, forthwith, from the pest controller, fumigator and /or exterminator regarding the preparation of any structure at the property for the work, including the proper bagging and storage of food, perishables and medicine.

Lastly, COUNTY may designate a person to serve as a Substitute Historic Site Manager during Historic Site Manager's approved absences, and such person will have complete access to all public areas of the site during Historic Site Manager's absence.

## **VIII. CONFLICT OF INTEREST**

As a condition of employment, Historic Site Manager 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. Historic Site Manager 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.

Historic Site Manager shall not offer any services outside the scope of this agreement, or for the manager's personal benefit, to Museum patrons or the public at large on site during special events or any other times during the term of this contract.

## **IX. TERM**

This Contract shall be effective July 1, 2024 through June 30, 2025. Either party may terminate this Agreement at any time without cause by giving the other party fifteen (15) calendar days prior notice in writing. The Historic Site Manager understands and agrees the term of occupancy of the premises is dependent upon satisfactory continuation of employment with the COUNTY. His/her right of occupancy is automatically terminated upon termination of this Agreement and/or employment with the COUNTY. This Contract may be terminated for just cause immediately by the County. Historic Site Manager shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

## **X. COMPENSATION OF HISTORIC SITE MANAGER**

Upon the effective date of this Contract, Historic Site Manager shall be considered a Contract employee in the County's Unclassified Service. Historic Site Manager shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Historic Site Manager for the services required hereunder. This Contract supersedes any prior employment Contract of Historic Site Manager.

A. SALARY RATE

The compensation package provided to the Historic Site Manager by the COUNTY will be a gross value of one thousand five hundred forty-six and ninety-two cents (\$1,546.92) bi-weekly (\$25.78/hr). This amount constitutes benefits valued at \$1,104.23 bi-weekly for use of the residence including utilities (valued at \$3,510 per year), and \$442.69 bi-weekly as a cash stipend. Appropriate deductions for State and Federal taxes, the COUNTY's PST Deferred Compensation Plan and Social Security Medicare are based on the total gross amount of one thousand five-hundred forty-six and ninety-two cents (\$1,546.92). Further it is agreed that the Historic Site Manager shall be responsible for any applicable income tax and that the County Museum is responsible for possessory interest tax, if applicable under this Agreement.

B. LEAVE PROVISIONS

The Historic Site Manager shall accrue forty (40) hours of paid vacation the effective date of the contract. Vacation periods may be taken annually if the County Museum can provide appropriate coverage for the Historic Site and with the approval of the Museum Director.

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).

Any unused vacation will be cashed out at the rate of \$23.53/hr upon Contractor separation or at the end of each contract term.

C. EXPENSE REIMBURSEMENT

Historic Site Manager is eligible for reimbursement of necessary expenses incurred on behalf of the COUNTY with prior approval only in extreme cases. Necessary items for benefit of the Historic Site will be requested through Museum Administration.

D. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee's 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.

E. LEGALLY REQUIRED BENEFITS

Historic Site Manager shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Historic Site Manager 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.

F. BENEFITS UPON TERMINATION OF CONTRACT

Historic Site Manager Separated from County Service

Upon separation from County employment, Historic Site Manager shall be compensated for any unused Vacation Leave at the then base rate of pay, calculated at \$23.53/hr.

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

Historic Site Manager to Regular County Employment

In the event this Contract is terminated because the Historic Site Manager is appointed to a regular County position without a break in service, the Historic Site Manager 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 Historic Site Manager 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 "Historic Site Manager Separated from County Service" above.

#### Historic Site Manager to New Contract Position

In the event the Historic Site Manager 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 "Historic Site Manager Separated from County Service" above.

## **XI. GENERAL PROVISIONS RELATING TO HISTORIC SITE MANAGER**

### **A. TOUR OF DUTY**

The Historic Site Manager shall maintain open public hours as designated by the Museum Administration. These hours are currently Tuesday – Saturday, 10 a.m. to 3 p.m. and are subject to change. In addition, outside of open public hours, the Historic Site Manager must devote time to cleaning and maintaining the public space and property on a daily basis; make drop-offs of cash receipts and other documents as directed by Museum Administration; oversee special events and facility rentals during the day and evening as scheduled; handle emergencies, communications, and other issues that may arise throughout the day and night. On fixed County Holidays, while also taking into account dates where observed holidays fall during normal museum operating days, such as holidays that fall on a Saturday or Sunday, the property will be closed.

Work hours shall not exceed thirty (30) hours per week between 9:00 a.m. and 3:00 p.m. Tuesday through Saturday. Special events and emergencies may require adjustment to this schedule. Any other proposed variation to this schedule shall be submitted in writing to the Museum Director for prior approval.

### **B. CLASSIFICATION**

Historic Site Manager will not attain regular status in this position, and as an unclassified Contract 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. Historic Site Manager shall adhere to the County'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**

Historic Site Manager shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Historic Site Manager shall be covered by the

County's Public Liability Insurance only while performing services under this Contract. Historic Site Manager shall only receive those benefits as required by law.

**D. INSURANCE REQUIREMENTS**

For the term of this contract, Historic Site Manager must obtain and maintain renter's general liability insurance with single limits of not less than \$100,000.00 with all-perils coverage adequate to cover the actual cash value of Historic Site Manager's personal property on the property, and fire legal liability coverage adequate to cover the full cash replacement value of Site Manager's property. All required policies are to be considered primary and non-contributory, with any insurance or self-insurance programs carried or administered by the COUNTY. A copy of the certificate of insurance is to be provided by the Historic Site Manager at the time of occupancy, and upon enforcement of a new contract.

If the services to be performed under this agreement require Historic Site Manager to operate a vehicle, Historic Site Manager must possess a valid California Driver's License at all times during the performance of this agreement. In order for the Historic Site Manager to use any COUNTY-owned vehicle during the performance of this agreement, Historic Site Manager agrees to allow COUNTY to obtain a Department of Motor Vehicles report of Historic Site Manager's driving record. If such report discloses that Historic Site Manager has an unsafe driving record, in the opinion of the COUNTY Risk Manager, Historic Site Manager may be prohibited from using any COUNTY-owned vehicles. In order for Historic Site Manager to be able to use a private vehicle during the performance of this agreement, Historic Site Manager must be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- (a) Fifteen Thousand Dollars (\$15,000) for single injury or death;
- (b) Thirty Thousand Dollars (\$30,000) for multiple injury or death;
- (c) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this Agreement, pursuant to paragraph XXIV.

**E. EVIDENCE OF ELIGIBILITY TO WORK**

Historic Site Manager 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. Historic Site Manager 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 prior to the commencement of employment. This provision is satisfied if Historic Site Manager is a current employee or Historic Site Manager who previously met the requirements of this provision.

**F. DIRECT DEPOSIT**

Historic Site Manager must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Historic Site Manager to make such arrangements will result in the County paying Historic Site Manager 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 Historic Site Manager may receive from the County shall be fully reimbursed to the County if Historic Site Manager 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.

**XII. CONCLUSION**

This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding the Historic Site Manager'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: JUN 25 2024

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

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



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

By ▶ *Judith W Fulton*  
*(Authorized signature - sign in blue ink)*  
Judith Fulton

Name Judith Fulton  
*(Print or type name of person signing contract)*

Title Historic Site Manager  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶ *[Signature]*  
*Racem... County Counsel*  
Date 6/16/2024

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ \_\_\_\_\_  
Date \_\_\_\_\_