



Contract Number

23-01

SAP Number

### District Attorney

<b>Department Contract Representative</b>	<u>Claudia Walker</u>
<b>Telephone Number</b>	<u>(909) 382-7689</u>
<b>Contractor</b>	<u>Grover Merritt</u>
<b>Contractor Representative</b>	<u>-</u>
<b>Telephone Number</b>	<u>On File</u>
<b>Contract Term</b>	<u>1/16/2023 – 6/28/2024</u>
<b>Original Contract Amount</b>	<u>\$169,486</u>
<b>Amendment Amount</b>	<u>-</u>
<b>Total Contract Amount</b>	<u>\$169,486</u>
<b>Cost Center</b>	<u>4500001000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County) desires to obtain the services of Contract Attorney according to the terms and conditions set forth in this Contract; and

**WHEREAS**, the County finds Contract Attorney has the skills and knowledge to provide services; and

**WHEREAS**, the County desires that such services be provided by Contract Attorney and Contract Attorney agrees to perform these services as set forth below;

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## **I. DUTIES AND RESPONSIBILITIES OF CONTRACT ATTORNEY**

Contract Attorney shall be employed with the District Attorney's Office and will be assigned to the Appellate Services Unit. Primary responsibilities include, but are not limited to:

- A. Appeal hearings for informal responses, returns, and order to show cause hearings for petitions for writ of habeas corpus under Penal Code section 1473.5, et seq., including capital cases where jurisdiction was transferred to the Superior Court in 2016 by Proposition 66.
- B. Other post-conviction litigation based on recent legislative expansion of Penal Code section 1473.7 and Penal Code section 1016.2 et seq.
- C. Appeals and writs before the District Courts of Appeal and the California Supreme Court.

## **II. CONFLICT OF INTEREST**

As a condition of employment, Contract Attorney 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. Contract Attorney 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 January 16, 2023 and continue until June 28, 2024. Notwithstanding the foregoing, either party may terminate this Contract for 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. Contract Attorney shall serve at the pleasure of the appointing authority, the District Attorney of San Bernardino, or designee, who shall have the full authority and discretion to exercise County rights under this paragraph. At the end of the contract term, Contract Attorney shall return all equipment and materials belonging to the District Attorney's Office.

## **IV. COMPENSATION OF CONTRACT ATTORNEY**

Upon the effective date of this contract, Contract Attorney shall be considered a contract employee in the Unclassified Service. Contract Attorney shall receive only the benefits and compensation specifically set forth in this contract. This contract provides for the full compensation to Contract Attorney for the services required hereunder. If Contract Attorney is a current contract employee, this contract supersedes any prior contract and continues Contract Attorney's employment.

### **A. SALARY RATE**

Contract Attorney shall be compensated for services at a rate of \$85.67 for each hour worked. Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor/Controller-Recorder.

### **B. OVERTIME**

Contract Attorney 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. EXPENSE REIMBURSEMENT

Contract Attorney shall be eligible for expense reimbursement in the same manner and amount as employees in the Attorney Unit, County travel policies, and the policies and procedures established by the County Auditor/Controller-Recorder.

D. RETIREMENT PLAN

Because Contract Attorney is a retired County employee, Contract Attorney shall not participate in the County's retirement system. Additionally, Contract Attorney shall be exempt from participation in the County's PST Deferred Compensation Plan.

E. BAR DUES AND MEMBERSHIPS

Contract Attorney shall be eligible to receive reimbursement for costs associated with renewal of membership in the California State Bar Association and such reimbursement shall be the base amount, excluding lobbying and any other discretionary fees or memberships. Contract Attorney will also be eligible for reimbursement of the basic annual membership fee of the California District Attorneys Association.

V. **GENERAL PROVISIONS RELATING TO CONTRACT ATTORNEY**

A. TOUR OF DUTY

Contract Attorney's standard tour of duty (regularly scheduled work week) shall be established by the District Attorney or his designee. The District Attorney or his designee may modify or change the number of hours in a standard day, tour of duty, or shift to meet the needs of the Department. Contract Attorney shall be required to work during such hours as necessary to carry out the duties of his 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. Contract Attorney shall not be scheduled to work, and shall not work, more than 960 hours per fiscal year during the term of this agreement..

B. CLASSIFICATION

Contract Attorney shall 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. Contract Attorney 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. WORKER'S COMPENSATION AND LIABILITY COVERAGES

Contract Attorney shall be covered by the County's Worker's Compensation insurance coverage during the hours actually worked under this contract. Contract Attorney shall be covered by the County's Public Liability Insurance only while performing services under this contract. Contract Attorney shall only receive those benefits as required by law.

D. USE OF PRIVATE VEHICLE

If the services to be performed under this contract require Contract Attorney to drive a vehicle, Contract Attorney must possess a valid California driver's license at all times during the performance of this contract. Contract Attorney agrees to allow County to obtain a Department of Motor Vehicles report of Contract Attorney's driving record if needed.

In order for Contract Attorney to be able to use a private vehicle during the performance of this contract, Contract Attorney 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**

Contract Attorney shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working dates of the effective date of this contract. Contract Attorney 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 Contract Attorney is a current employee who previously met the requirements of this provision.

**F. DIRECT DEPOSIT**

Contract Attorney must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure to by Contract Attorney to make such arrangements will result in the County paying Contract Attorney via pay card.

**G. MISCELLANEOUS**

Government Code Section 53243.2 requires the following provision to be included in this contract. If this contract is terminated, any cash settlement related to the termination that a Contract Attorney may receive from the County shall be fully reimbursed to the County if Contract Attorney is convicted of a crime involving an abuse of his position, as defined in Section 53243.4.

**VI. 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 mail transition), which signature shall be binding on the Contract Attorney 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.

**VII. CONCLUSION**

This contract, consisting of six (6) pages, is the full and complete document describing services regarding the Contract Attorney's rights and obligations of the parties, including all covenants, conditions, and benefits.

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SAN BERNARDINO COUNTY

By *Dawn M. Rowe*

Dawn M. Rowe  
Curt Hagman, Chairman, Board of Supervisors

Dated: JAN 10 2023  
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 the San Bernardino County  
Deputy



GROVER MERRITT

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

By *G. Merritt*  
(Authorized signature - sign in blue ink)

Name GROVER MERRITT  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: 1/5/23

Address ON FILE

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
*Jamie Ryan*  
Jamie Ryan, Supervising Deputy County Counsel  
Date January 3, 2023

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

Reviewed/Approved by Department  
*Jason Anderson*  
Jason Anderson, District Attorney  
Date 1/3/23