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Contract Number

22-158

SAP Number

N/A

## Sheriff/Coroner/Public Administrator

Department Contract Representative

Kelly Welty, Chief Deputy Director  
of Sheriff's Administration

Telephone Number

(909) 387-0640

Contractor

Andres Lerma

Contractor Representative

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Telephone Number

On file

Contract Term

08-10-2022 to 08-09-2025

Original Contract Amount

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Amendment Amount

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Total Contract Amount

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Cost Center

4431541000

### IT IS HEREBY AGREED AS FOLLOWS:

**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 education, skills and knowledge necessary to provide services are requested by the Sheriff;

**NOW, THEREFORE**, in order to establish the rights and duties of the parties under this Contract, the parties hereto agree as follows:

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## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as a Departmental Information Systems Administrator (DISA) for the Sheriff/Coroner/Public Administrator (Sheriff). Contractor shall work cooperatively with Sheriff staff under general administrative direction and serve as the Technical Services Division (TSD) commander, performing a broad range of duties including but not limited to:

- A. Manage, direct, and coordinate overall centralized technical and administrative operations for TSD.
- B. Abide by both County and Sheriff policies and procedures.
- C. Develop technology strategies to help achieve business goals and priorities; perform or direct information technology analyses and make recommendations.
- D. Identify operational problems and, in consultation with the Sheriff, formulate appropriate solutions.
- E. Direct TSD staff in developing and implementing projects. Manage, control and authorize changes in project scope.
- F. Determine the scope and complexity of systems projects. Prepare the project budget and perform cost/benefit analyses.
- G. Coordinate Scope of Work (SOW) preparation for Requests for Proposals (RFP).
- H. Select, assign, train, and evaluate TSD staff; recommend and implement corrective action, when necessary.
- I. Determine staffing needs and organizational structure for TSD; make recommendations regarding staffing and business model.
- J. Facilitate communication between various departmental stakeholders related to technological strategies.
- K. Coordinate with the County's Innovation and Technology Department (ITD) on IT projects, strategies, and solutions.
- L. Review, revise, test and implement departmental procedures for information systems backup, recovery, and security; coordinate with ITD on disaster recovery planning.
- M. Prepare and monitor TSD budget. Manage Sheriff's computer and network inventory; identify and recommend future equipment and systems' needs.
- N. Identify training needs and develop a program for or provide training to Sheriff end users.
- O. Interface and communicate with federal, state, and local agencies to ensure compliance with technology regulations.
- P. Maintain confidentiality. Contractor shall not release any information, written or oral, to the news media concerning Sheriff projects.
- Q. Adhere to a standard tour of duty that is from 8:00 AM to 5:00 PM, Monday through Friday, each week. Contractor shall be present and working during these hours, excepting periods of illness or upon advice and consent of the Sheriff.
- R. Perform other special projects and duties as assigned.
- S. Travel throughout the County as required.
- T. Perform vacation and temporary relief as required.

## **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 August 10, 2022 ("Effective date") and shall remain in effect through August 9, 2025, subject to the termination provisions below. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to the Contract to extend the term for a maximum of three successive one-year periods.

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 Sheriff. Contractor shall serve at the pleasure of the Sheriff/Coroner/Public Administrator, 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 pursuant to the San Bernardino County Exempt Group Working Conditions Ordinance for employees in Exempt Group C, unless otherwise specified on this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. This Contract provides for the full compensation to Contractor for services required here under. This Contract supersedes in total any prior employment contract of Contractor.

#### **A. SALARY RATE**

Contractor shall be compensated for services at a base salary rate of Step 2 of Range 80C, currently \$58.05 per hour, of the Exempt salary schedule. Contractor shall receive any across-the-board salary adjustments (increases or decreases) provided to, and at the same time as, employees in Exempt Group C. Contractor shall be eligible to receive step increases pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Payment for services shall be made bi-weekly during the term of this contract in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Contractor's salary may be adjusted for the number or hours Contractor is not available to provide services to the County, with the approval and at the discretion of the Sheriff or designee.

#### **B. OVERTIME**

Contractor is in a position not covered by the Fair Labor and Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

#### **C. LEAVE PROVISIONS**

Contractor is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance. Refer to Item P in this Section IV for processing of leave balances upon termination of this contract. As a former employee who previously separated from County employment, Contractor's prior service will be used to determine contractor's leave accrual rate (i.e., vacation or PTO).

#### **D. MEDICAL AND DENTAL COVERAGE**

Except as provided herein, medical and dental benefits will be provided in the same manner as offered by the County to employees in the San Bernardino County Exempt Group Working Conditions Ordinance.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor and eligible dependents, pursuant to the terms in the San Bernardino County Exempt Group Working Conditions Ordinance, if Contractor is in a paid status.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for the Contractor in the same manner and amount as set forth in the San Bernardino County Exempt Group Working Conditions Ordinance. County paid life insurance will become effective the first pay period in which the Contractor is in a paid status and shall continue for each pay period Contractor is in a paid status. For pay periods in which Contractor did not meet the paid status requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance pursuant to the terms in the San Bernardino County Exempt Group Working Conditions Ordinance.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement pursuant to the terms in the San Bernardino County Exempt Group Working Conditions Ordinance.

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system, the San Bernardino County Employees' Retirement Association (SBCERA), during the term of this Contract. If the Contractor is over 60-years of age, Contractor may choose not to participate in SBCERA. 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 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 (SBCERA).

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the Trust during the term of this Contract pursuant to the terms and conditions in the San Bernardino County Exempt Group Working Conditions Ordinance.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plan as per the Plan documents and pursuant to the terms and conditions in the San Bernardino County Exempt Group Working Conditions Ordinance.

L. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law (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 pursuant to the terms and conditions in the San Bernardino County Exempt Group Working Conditions Ordinance.

M. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as per Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

**N. LONG-TERM DISABILITY**

Contractor shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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

Contractor shall be eligible to participate in the County's DCAP and FSA Plans and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

**P. BENEFITS UPON TERMINATION OF CONTRACT**

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative, Vacation and Holiday Leave at the then base rate of pay.

Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as the County's Exempt employees, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular position without a separation from County employment, the employee 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 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 will 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, 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. BACKGROUND INVESTIGATION**

Contractor must pass a Sheriff/Coroner/Public Administrator background investigation prior to commencement of employment.

**B. TOUR OF DUTY**

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Sheriff, or designee. The Sheriff 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 not work more than 40 hours per work week without prior approval from the Sheriff-Coroner, or his/her designee. The Sheriff 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 week.

C. 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, any MOU or ordinance. Contractor shall adhere to the County's and Sheriff standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

D. WORKER'S 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.

E. 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 the 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 must possess 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.

F. 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.

G. 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.

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.

**VI. CONCLUSION**

This Contract, consisting of eight (8) 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

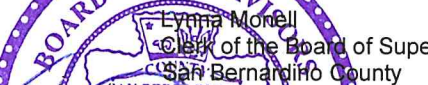
facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►   
Curt Hagman, Chairman, Board of Supervisors

Dated: AUG 09 2022  
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

By   
Deputy  


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

By ►   
(Authorized signature - sign in blue ink)

Name Andres Lerma  
(Print or type name of person signing contract)

Title Departmental Information Systems Administrator  
(Print or Type)

Dated: 7/27/22

Address On file

**FOR COUNTY USE ONLY**

Approved as to Legal Form


►   
Cynthia O'Neill, Principal Assistant County  
Counsel

Date 7/28/2022

Reviewed for Contract Compliance

► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department

►   
Kelly Welty, Chief Deputy Director of Sheriff's  
Administration

Date 7/28/22