



**Contract Number**

**SAP Number**

## Purchasing Department

<b>Department Contract Representative</b>	Jason Cloninger
<b>Telephone Number</b>	(909) 387-8258
<b>Contractor</b>	Howard-Wright Employment Agency, Inc. dba AppleOne Employment Services
<b>Contractor Representative</b>	Andrea Gudiel
<b>Telephone Number</b>	909.884.6351
<b>Contract Term</b>	06/14/2022 – 10/25/2026
<b>Original Contract Amount</b>	
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to contract for Temporary Staffing Services for the Registrar of Voters; and

**WHEREAS**, the County conducted a competitive process to find Howard-Wright Employment Agency, Inc. dba AppleOne Employment Services (Contractor) to provide these services, and

**WHEREAS**, the County finds Contractor qualified to provide Temporary Staffing Services for the Registrar of Voters; and

**WHEREAS**, Contractor is engaged in the business of providing workers to perform services for clients on a temporary basis (Temporary Employee); and

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

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

## **A. DEFINITIONS**

**A.1 Advanced Computer Skills:** Positions with the advanced computer skills (Adv computer skills) designation shall mean working knowledge and experience with Microsoft Word, Microsoft Excel, Microsoft Access, and Microsoft PowerPoint. Microsoft Word skills include advanced styles, autoformat features, graphic effects, work with large documents that require table of contents, footnotes, endnotes, and cross references, track changes, and manage macro commands. Microsoft Excel skills include advanced functions, pivot tables, web components, and macro commands. Microsoft Access skills include development of a distributed application design, automate a dialog-box form with a macro group, create a switchboard or splash screen form, and secure a database using user-level security. Microsoft PowerPoint skills include create a template and work with a design template, graphics, and work with Office Suite to create slides from an outline.

**A.2 Overtime:** The County, being a government agency, follows the rules and regulations of Federal labor laws and thus is subject to overtime only after an employee has worked 40 hours within a week (hour 41 qualifies for overtime rates) with no double-time rates incurred.

The Registrar of Voters (ROV) has received special authorization to pay overtime to Temporary Employees who are assigned to ROV to work during an Election in accordance with California Law rather than federal law.

**A.3 Registrar of Voters (ROV or department):** ROV is responsible for all aspects of the Election process for the County's residents. They offer a wide range of products and services for candidates and the general public, including certification, reports, maps, and equipment rentals.

**A.4 Contractor's Personnel or Personnel:** Includes Contractor's Temporary Employees and its Contract Representative(s).

## **B. CONTRACTOR RESPONSIBILITIES**

**B.1** Contractor shall interview ROV to determine the specific needs of ROV and the qualifications necessary to fill those needs.

**B.2** Contractor shall provide Temporary Employee candidates to the department within 24 hours after the department has sent in a request to Contractor or notify the department as to the timeframe when a Temporary Employee candidate can be provided. The department can request either direct placement of Temporary Employees or resumes for review and further consideration of candidates who best meet the needed qualifications.

**B.3** Contractor shall notify the Purchasing Department in writing, via email or letter, at least fifteen days preceding any change in address. The assigned contract manager can be notified via email, [jason.cloninger@pur.sbcounty.gov](mailto:jason.cloninger@pur.sbcounty.gov).

**B.4** Contractor shall designate its own full-time employee as a Contract Representative. Such designation shall be provided in writing to the County. Contract Representative or an approved alternate shall be available within Southern California Monday through Friday and available for telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. Contract Representative shall provide overall management and coordination of this Contract on the Contractor's behalf, shall act as the central point of contact with County, and have access to technical assistance at all times.

**B.5** Contractor shall report to the County all Temporary Employees assigned to ROV by entering a record in the Temporary Employee Portal. The link to the Temporary Employee Portal is found on the header of

the Purchasing Department webpage, <https://wp.sbcounty.gov/purchasing/>. Contractor shall enter the cumulative monthly hours for the active temporary assignment on or before the fifth (5<sup>th</sup>) of the following month for the reporting month.

**B.6** Contractor shall provide additional usage reports as requested by the County. These usage reports shall include, but are not limited to, a breakdown of all Temporary Employees by position, pay rate, bill rate, hours worked, overtime hours worked, location worked, start date, end date, summation of hours, invoiced amount for department, peak workloads, temporary absences, sick days utilized, emergency other than a labor dispute for which Temporary Employees are within two (2) weeks of reaching the 720 hour limit, and summation for County as a whole.

**B.7** Contractor shall pay all Internal Revenue Code section 4980H tax penalties assessed against the County as a result of a Temporary Employee's receipt of a premium tax credit or cost sharing reduction as provided by the Patient Protection and Affordable Care Act.

**B.8** Contractor shall monitor the start and end dates of each temporary position and shall notify the utilizing department when a Temporary Employee has reached 640 hours. When that assignment reaches the 720 hour limit, the Contractor shall notify both the utilizing department and the Purchasing Department.

**B.9** The Contractor guarantees that the Temporary Staffing Services will be satisfactory to the County. If the County is dissatisfied with the Contractor's service, the County has the right to terminate the Temporary Employee and may also terminate the Contract.

**B.10** Contractor shall ensure that the following requirements are met and followed by each Temporary Employee:

**B.10.1** Each Temporary Employee referred for placement with the County is legally authorized to work in the United States.

**B.10.2** Each Temporary Employee referred for placement with the County shall have a clean, legible copy of a Social Security Card or Social Security Administration abstract.

**B.10.3** The following positions require a Class C Driver's License: Driver, Field Support, Training Facilitator (Driver), Warehouse Lead I, Warehouse Lead II (collectively "Driver"). Contractor shall ensure that all Temporary Employees assigned to be a Driver have:

a) a valid Class C Driver's License

b) a clean driving record

- No DUI in past 10 years
- No more than 1 point currently on record
- No suspensions or revocations in last 3 years
- No at-fault accidents causing injury to persons in last 5 years

c) read, signed and dated the County's Safe Driving Practices Handout (Training Handout), attached as Exhibit B, prior to beginning their assignment as a Driver.

Contractor shall be responsible for collecting and maintaining all executed Training Handouts and will produce to the County upon its request

**B.10.4 Reserved**

**B.10.5** Each Temporary Employee referred for placement with the County shall have had previous experience or training preparation to competently and adequately perform the job.

**B.10.6** Each Temporary Employee referred for placement with the County shall provide written references to the Contractor from previous employers substantiating their skills, education, certification, and character.

**B.10.7** Each Temporary Employee referred for placement with the County shall pass a background check which includes, at a minimum, confirmation of employment history and drug and alcohol screening. Additional background and criminal screenings may be required based on departmental needs. Temporary Employees will only be considered pre-screened and pre-qualified if they have already passed the additional background and criminal screenings required by ROV.

**B.10.8** Each Temporary Employee referred for placement with the County who is given a key or a card for access to County buildings shall assume all responsibility for the use and return of the key or card. Keys and cards are to be used for the purpose of allowing access of Temporary Employees to County buildings for the performance of contracted services only.

Each Temporary Employee referred for placement with the County who is given a Multifactor Authentication token (token) for log-in purposes to gain access to the County and Department computers and other various systems shall assume all responsibility for the use and return of the token. The token is used for the purpose of allowing Temporary Employees to access a computer in order to conduct County and Department business.

All keys, cards and tokens issued to Temporary Employees shall remain the property of the County and shall be returned upon demand, or upon the termination of the assignment, or the termination/expiration of the Contract. The Contractor shall be assessed One Hundred Dollars (\$100.00) for each key, card or token not returned to the County and may be further assessed the actual cost involved to re-key the building(s) keying system(s) and the cost to purchase a new token and both department and county staff time to deactivate the token.

If the key, card or token assigned to the Temporary Employee is lost or stolen the Temporary Employee, or Contractor, shall notify the department within 24 hours of the loss, when and where the loss occurred, the date and time the loss was discovered, and actions taken to prevent future losses. The Contractor is advised that the loss of some specialized keys may entail the re-keying of several buildings at the Contractor's expense.

Unauthorized duplication of keys or cards to County buildings is a misdemeanor under Section 469 of the California Penal Code.

**B.11** Contractor shall meet the following departmental specific requirements when recruiting or staffing for ROV:

**B.11.1** Guarantee a pool of pre-screened and pre-qualified Temporary Employees from which ROV requests can be filled.

**B.11.2** Meet all insurance requirements identified in this Contract: General Liability, Worker's Compensation, and Automobile Liability (which allows two (2) people in the vehicle).

**B.11.3** Meet regularly with ROV, at requested intervals by the department, prior to staffing ramp-up and leading up to an Election.

**B.11.4** Have the Contract Representative, or department approved alternate, available with 24/7 service for the 2-4 weeks leading up to an Election and shall be on-site the day of an Election.

**B.11.5** Acknowledge that Temporary Employees referred for placement with ROV may be subject to working long hours of overtime, especially during an Election. Contractor shall guarantee that any Temporary Employee referred for placement shall understand and be willing to work the hours required by the position.

**B.11.6** Agree that if Contractor's invoicing system is not Excel, Contractor will need to export data to an Excel spreadsheet on a weekly basis and provide to ROV. Data for export to include Temporary Employee name, hours worked, regular overtime, double time, and invoice amount per employee.

**B.11.7 Reserved**

**B.11.8** Acknowledge that the ROV department uses a timekeeping system to track and report hours worked for Temporary Employees. Every Temporary Employee assigned to the ROV department shall be required to clock in and out (if a time clock resides at the shift location) or sign in and out of a computer (if no time clock is in residence) at the beginning and ending of each shift. Contractor shall ensure each Temporary Employee understands and complies with this requirement. This timekeeping system is just for internal County auditing. The Contractor's timekeeping system shall be the system of record.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its Personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. Pursuant to section B.10.7, Contractor shall conduct a background check, at Contractor's sole expense, on all its Personnel providing Services. In connection with such background check, the parties agree to execute **Attachment I**. The background check shall also include a criminal conviction history report. Contractor shall provide the results of all background checks that include a criminal conviction to the County and will not assign any persons to ROV until Contractor has completed and submitted to the County and the County has reviewed and approved the background check for that person. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 6-month

period. Contractor Personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or provide Services, and County shall have the right, at its sole option, to refuse access to any Contractor Personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor Personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor Personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Contractor and its Temporary Employees may have access to confidential information, including, but not limited to, voter records, maintained by the ROV. Contractor acknowledges the necessity to maintain the privacy and security of all confidential information maintained by the County and agrees not to further use, access, disclose or maintain confidential information except to the extent required to provide services pursuant to this Contract.

**C.11 Reserved.**

**C.12 Reserved.**

**C.13 County Representative**

The Director of Purchasing or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.14 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 15 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.16 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

**C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

**C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.17 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.18 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Contractor Personnel, Contractor and the County agree to cooperate in the prompt investigation and resolution of such complaint.

C.18.1 Contractor represents that:

C.18.1.1 It is solely responsible for all required training of its Contractor Personnel and has trained all such Personnel assigned to ROV as required under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws;

C.18.1.2 It has, and during the term of this Contract shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; and

C.18.1.3 It has distributed to all Contractor Personnel County policy 07-01 entitled Policy Prohibiting Discrimination, Harassment and Retaliation.

## **C.19 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

## **C.20 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

## **C.21 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

## **C.22 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement.



To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.23 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.24 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.25 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.26 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.27 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.28 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.29 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.30 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

**C.30.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.30.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

**C.31 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.32 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.33 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.34 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.35 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**C.36 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

### **C.37 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 37.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

### **C. 38 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

### **C.39 Termination for Convenience**

In addition to the other provisions that allow for immediate termination of the Contract, the County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

### **C.40 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

### **C.41 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto

agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

**C.42 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.43 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.44 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether it, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County, including the Contract Representative. “Key employees” do not include clerical personnel providing service at Contractor’s offices or locations.

**C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

**D. TERM OF CONTRACT**

This Contract is effective as of 06/14/22 and expires 10/25/26 but may be terminated earlier in accordance with provisions of the Contract.

**E. COUNTY RESPONSIBILITIES**

- E.1** The County shall provide a method for reporting of monthly Temporary Employee assignments.
- E.2** The County shall provide a working space and all necessary supplies for Temporary Employees to utilize during the assignment.
- E.3** The County shall provide a point of contact name and telephone number for each assignment.
- E.4** The County shall provide identification badges for Temporary Employees needing access to secured County buildings.
- E.5** The County shall provide a liaison to work with Contractor on contractual items.
- E.6** The County shall have the right to conduct additional solicitations for temporary staffing as needs and requirements change.
- E.7** The Director of Purchasing, under delegated authority by the Board of Supervisors, shall be able to add or delete temporary classifications with contracted staffing agencies, including Contractor (as set forth in Exhibit A), based on County requirements.

**F. FISCAL PROVISIONS**

- F.1** Contractor shall be reimbursed for services provided pursuant to this Contract on a per fee basis, in accordance with the rates listed on Exhibit A.
- F.2** Contractor shall provide ROV with weekly invoices listing hours worked for each Temporary Employee.
- F.3** Contractor shall notify the County, in writing, at least 30 days prior to a minimum wage increase or a new labor law mandate which will impact contracted positions. The County will adjust pay and bill rates, as applicable, to remain in compliance with State and federal labor laws. The Director of Purchasing, under delegated authority by the Board of Supervisors (Board), may delete a classification which no longer meets the minimum wage requirement and add a new classification which complies with the new minimum wage requirement or adjust pay rates to match current market rates in order to make the County competitive within the marketplace.
- F.4** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.5** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.7** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.8** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

### **G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

### **G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

### **G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

AppleOne deductibles over \$10,000

- \$100K – Fidelity (Crime Bond)
- \$100K – Professional Liability & Crime
- \$350K – Worker's Compensation

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Personal injury.
  - e. Contractual liability.
  - f. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.



**G.11.4**     **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5**     **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

**G.11.7**     **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

## **H.     RIGHT TO MONITOR AND AUDIT**

**H.1**     The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**H.2**     All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

## **I.     CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1**     Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

**I.2**     In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino  
Purchasing Department  
Pete Mendoza, Interim Director of  
Purchasing  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760

Howard-Wright Employment Agency, Inc. dba  
AppleOne Employment Services  
Andrea Gudiel  
1955 S. Hunts Lane Suite 210  
San Bernardino, CA 92408

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

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.

**IN WITNESS WHEREOF**, 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: \_\_\_\_\_

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

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

By \_\_\_\_\_  
Deputy

Howard-Wright Employment Agency, Inc. dba  
AppleOne Employment Services

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

By ►

(Authorized signature - sign in blue ink)

Name \_\_\_\_\_

(Print or type name of person signing contract)

Title \_\_\_\_\_

(Print or Type)

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

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

John Tubbs II, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Date \_\_\_\_\_

Exhibit A - Temporary Help Rate Sheet  
Howard-Wright Employment Agency, Inc. dba AppleOne Employment Services

Item No.	Position	Pay Rate	Bill Rate	Overtime Rate
1	Driver	16.75	26.80	40.20
2	Field Support	16.62	24.16	36.24
3	Material Proofer	16.02	23.16	34.74
4	Material Proofer - Bilingual	16.48	23.80	35.70
5	Office Clerk I	15.38	22.24	33.36
6	Office Clerk II	16.07	23.22	34.83
7	Office Clerk II - Bilingual	16.54	23.84	35.76
8	Office Clerk III	17.00	24.61	36.92
9	Office Lead I	17.80	25.75	38.63
10	Office Lead I - Bilingual	18.66	26.93	40.40
11	Office Lead II	19.47	28.16	42.24
12	Office Lead III	20.35	29.48	44.22
13	Operations Support I	15.41	22.26	33.39
14	Operations Support II	16.17	23.32	34.98
15	Special Projects I	20.31	29.13	43.70
16	Special Projects II	21.57	30.96	46.44
17	Special Projects III	22.90	32.89	49.34
18	Special Projects IV	26.05	37.40	56.10
19	Technical Lead I	18.88	27.15	40.73
20	Technical Lead II	19.98	28.89	43.34
21	Technical Support I	17.54	25.40	38.10
22	Technical Support II	18.89	27.23	40.85
23	Technical Support III	20.58	29.69	44.54
24	Training Facilitator	26.27	37.41	56.12
25	Training Facilitator Clerical	25.95	37.45	56.18
26	Training Facilitator - Driver	27.71	42.95	64.43
27	Logistics Support I	15.66	25.06	37.59
28	Logistics Support II	16.57	26.51	39.77
29	Logistics Support III	17.95	28.72	43.08
30	Warehouse Lead I	18.45	29.52	44.28
31	Warehouse Lead II	19.83	31.73	47.60

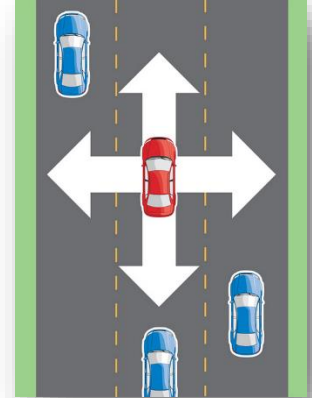


# “Alert Today – Alive Tomorrow”

## Safety: Safe Driving Practices Handout

### DEFENSIVE DRIVING:

- Plan ahead - Leave extra time for the unexpected and inclement weather.
- Conduct a walk around inspection prior to driving a vehicle.
- Always be prepared to react to other drivers.
- Obey all traffic laws that pertain to your driving situation.
- Maintain a space cushion around your vehicle whenever possible.
- Drivers should be rested, calm, and not under the influence of alcohol/ drugs before driving a vehicle.
- Lack of sleep or fatigue impact your ability to safely drive your vehicle, so plan accordingly.
- Distracted driving is against the law.
- Maintain proper speed for the situation.
- Be aware of your stopping distances, especially in inclement weather.
- Scan the roadway 3-5 vehicles in front and behind your vehicle to maintain proper following distances.
- Slow down before entering the curve. Do not brake suddenly as this may cause skidding or locked wheels.
- Always back safely.



The 3 Main Types of Distracted Driving

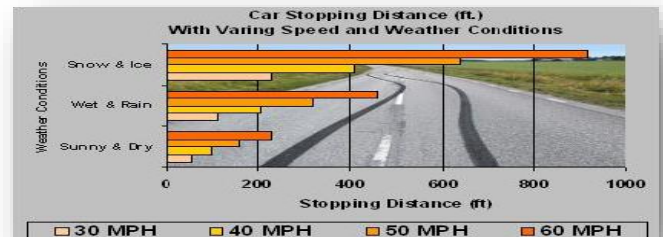


### WINTER DRIVING:

- Drive slower and increase your following distance.
- Remove all snow and ice from your vehicle prior to traveling.
- Be sure your headlights and taillights are working and visible to other parties.
- Lights, brakes, windshield wipers, defrosters, and tires should be in good working order.
- Use chains on tires when necessary.

### FOG:

- Slow down and don't follow vehicles too closely.
- Use your fog lights if available.
- As necessary, use roadway guides to help you navigate the road.



### RAIN:

- Weather and traffic conditions may make it necessary to drive more slowly.
- Increase your following distance.
- Take special care on curves, turns, while braking, and areas where water will pool.
- Your headlights must be on when operating your windshield wipers.

- Avoid hydroplaning by slowing down.

#### **HIGH WINDS:**

- In high winds, you should reduce your speed.
- Use caution when opening vehicle doors.

#### **NIGHT DRIVING:**

- Don't over use your high beams.
- Bright lights should be dimmed 500 ft. before meeting an oncoming traffic.
- Roadway signs and other hazards are more difficult to see at night, so slow down.
- Use edge lines and centerlines of the roadway as guides.
- If possible, do not stop on the roadway.

Defensive driving =  
"driving to save lives, time,  
and money, in spite of the  
conditions around you and  
the actions of others."

#### **DESERT DRIVING:**

- Stay on the established paths.
- Be aware of quick sand, ruts, damaged roadways, and other hazardous road conditions.

#### **LARGE VEHICLES:**

- Watch for large vehicle blind spots, called "No Zones".
- Reduce your following distance to be able to react accordingly.



**ACCIDENTS:** Immediately notify local law enforcement agency if you are involved in an accident while operating or riding in a County vehicle or rental vehicle. If you are not injured, stay at the scene until all investigations have been completed. Immediately attempt to ascertain names, addresses, and phone numbers of witnesses to the accident and note vehicle registration numbers of potential witnesses. Complete the Vehicle Accident Report (yellow card) located in the glove compartment of the vehicle (03-10 SP6).

**MAINTANCE/ ROAD ASSISTANCE:** If you break down or need assistance call Enterprise Roadside Assistance at (800) 307-6666 or Penske Roadside Assistance at (800) 526-0798.

### ADDITIONAL SAFETY TIPS:

- As applicable, center and secure cargo so that it does not tip over when driving.
- As applicable, ensure items, and cargo are properly secured.
- As applicable, ensure the cargo door is secured.
- As applicable, care will be taken when using the lifting devices attached to the vehicle.



### SMALL/ LARGE CARGO/ BOX TRUCK SAFETY TIPS:

- Watch your speed at all times.
- Focus on the road ahead of you.
- Focus on staying in your lane.
- Be cautious when turning is different in a large vehicle.
- All equipment and cargo, including cargo doors, will be secured before moving the vehicle.
- Increase the space cushion around your vehicle when on the road.
- Use your side mirrors more often so that you are aware of the vehicles/ items around you.
- Be aware of your blind spots.
- Avoid frequent lane changes.
- Drivers will be familiar with the operation and controls of the vehicle before driving it.



### SPOTTER SAFETY TIPS:

- Spotters will be used whenever a vehicles is backing a vehicle unless it is unsafe to do so.
- The Drive and Spotter need to develop a means of communicating.
- At no times, will a spotter stand directly behind a vehicle or in a blind spot when the vehicle is moving.

The employee will be responsible for maintaining the appropriate level of license for the vehicle they will be driving.

I have read and understand the rules and expectations set for me as a driver. Any questions or concerns may be taken to my employer.

---

Driver Name & Signature

---

Date

---

Staffing Agency (if applicable)

---

## ATTACHMENT I

This Waiver & Hold Harmless Agreement ("**Agreement**") is effective \_\_\_\_\_ and is by and between San Bernardino County ("**County**") and Howard-Wright Employment Agency, Inc. dba AppleOne Employment Services ("**Contractor**"), a California corporation.

The parties agree that background checks and/or drug screenings of Contractor's candidates or employees that are referred to or assigned to the County are available to the County and that such checks and screenings must be agreed to in writing by the parties (Email is acceptable). The County agrees that Contractor shall have no liability in connection with the acts or omissions of third-party vendor(s) who perform any background check or drug screening services relating to such candidates or employees.

The County agrees to keep any originals or copies of background checks and/or drug screening reports and/or results ("**Consumer Reports**") of such candidates or employees confidential, and to abide by the Fair Credit Reporting Act ("**FCRA**") and other applicable laws with regard to Consumer Reports.

The County assumes sole responsibility for any and all liabilities, losses, claims, suits, judgments, expenses, fines, interest, penalties and/or costs ("**Losses**") arising from or related to the County's access, receipt or use of Consumer Reports given to the County by Contractor, any such candidates or employees, or any such third-party vendor(s).

The County further agrees to waive any claim and indemnify, defend, and hold harmless Contractor and its related entities, and their directors, officers, agents and employees ("**Indemnitee(s)**") for any Losses arising or alleged to have arisen in any manner, directly or indirectly, out of the County not keeping such Consumer Reports confidential, the County's violations of the FCRA and other applicable laws with regard to Consumer Reports, and the County's access, receipt or use of Consumer Reports given to the County by Contractor or such third-party vendor(s).

The County represents and warrants that it has carefully read this Agreement; that it knows and fully understands its contents; that it has executed this Agreement with full knowledge of any rights it may have with respect this Agreement; that it has received or has had the opportunity or has waived the right to receive independent legal advice from counsel of its own choosing; and that it has not relied upon any statement of fact or omission to state a fact by Contractor, or by any person acting on behalf of Contractor, with respect to the matters covered by this Agreement. If any portion of this Agreement is declared invalid or unenforceable, both parties agree that if possible the obligations contained herein may be judicially modified or deleted to accomplish a broad view of enforcement.

IN WITNESS WHEREOF, the County and Contractor have caused this Agreement to be executed by their duly authorized representatives.

County

Contractor

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)