



County of San Bernardino

**FAS  
STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

X	New	Vendor Code			Dept.	Contract Number			
	Change				SC	A			
	Cancel								
County Department				Dept.	Orgn.	Contractor's License No.			
Human Services									
County Department Contract Representative				Telephone		Total Contract Amount			
Sal Curasi				(909) 388-0202		Total \$12.86/hour			
Contract Type									
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason: Employment Contract									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
			September 22, 2012		\$12.86/hour				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
RRC	903	ADMI	100	1010		\$12.86			
Project Name				Estimated Payment Total by Fiscal Year					
Children and Families				FY	Amount	I/D	FY	Amount	I/D
Commission				_____	_____	_____	_____	_____	_____
Office Assistant II				_____	_____	_____	_____	_____	_____
_____				_____	_____	_____	_____	_____	_____

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Children and Families Commission, hereinafter called the County, and

Name Merri McIntyre hereinafter called Contractor

Address Address on file

Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, County desires to obtain the services of Contractor on the terms and conditions set forth in this Contract, and

**WHEREAS**, Contractor has the skills and knowledge necessary to provide services for the County;

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

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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## I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as an Office Assistant II with the Children and Families Commission (Commission). Contractor shall work cooperatively with the staff of the Commission under the direction of the Executive Director, performing a broad range of duties including, but not limited to the following:

- A. Collect, enter, process, sort, and tabulate information according to departmental process and procedure which may involve a wide range of procedures, research, decision making, and discretion.
- B. Answer telephones, take and relay messages, and/or receive visitors.
- C. Provide general information, instruction, and assistance regarding programs and services to the public and other employees; answer questions regarding specific departmental procedures and practices; provide information over the telephone and make appointments.
- D. Prepare/compile letters, memoranda, reports, file narratives, invoices, statements, warrant requests, charts, tables, claims, bills, payment vouchers, receipts, lists, schedules, appointments, supply orders, notices and statistical data, and other documents related to the area assigned.
- E. Request and accept records and other information from a variety of sources; input and maintain data into various database programs; post information from various reports and documents to appropriate records; audit and verify documents and other records for a variety of purposes to include accuracy, legality, and consistency.
- F. Operate a variety of office equipment such as computer terminals, calculators, fax machines, information and image management systems, copiers, sorters, viewers, and other office machines to enter and retrieve data, produce and/or process materials to include correspondence, memoranda, reports, numeric data, requisitions, tabulations and statements.
- G. Maintain manual and computerized alphabetical, numerical or subject matter files; sort and file correspondence, bills, invoices, requisitions, demands, contracts, permits, applications, work orders, purchase orders, inter-office memoranda and a wide variety of other documents, records and similar media; pull material from files; purge files as needed or scheduled.
- H. Receive and issue receipts for any fees and cash payments.
- I. Make mathematical calculations; assemble, tabulate and compare financial and other data; compile a variety of data to include statements, claims, reports and payroll data when needed.
- J. Schedule appointments and meetings for individuals and groups; notify attendees and prepare meeting material(s); make arrangements for room set-up and refreshments if required; and record meeting results.
- K. Assist in the training of other staff members as needed.
- L. Store and distribute office supplies; keep a record of supplies needed, received and issued; compare bills and invoices against order sheets or purchases orders and against receiving records; may confer with vendors; order a variety of supplies including community engagement supplies, equipment and other items; may log, check and record the receipt and delivery of various purchases while maintaining the inventory.
- M. Prepare, compose, type or assemble information into proper form from outlined instructions or established procedures including letters, forms, records and reports from rough drafts, marginal notes or verbal instructions; type bills, vouchers, receipts, lists, schedules, orders, notices and statistical data.

- N. Receive, sort and distribute mail.
- O. Transcribe a wide variety of dictation; file documents with the appropriate agency; maintain records in files or calendar books in accordance with departmental policies and procedures.
- P. Perform other special projects and duties as assigned.
- Q. Provide vacation and temporary relief as required.
- R. Travel throughout the County 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 September 22, 2012, and shall remain in effect for one year and shall be automatically renewed for one-year periods subject to the termination provisions of this Paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County or the Children and Families Commission. Contractor shall serve at the pleasure of the County and the Executive Director, or his/her 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 specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder.

### A. SALARY RATE

Contractor shall be compensated for services at a rate of \$12.86 per hour not to exceed 20 hours per work week. Upon approval of the Executive Director, contractor shall be eligible to receive a 2.5% step advancement at the beginning of each pay period following the pay period in which the employee completes 2080 service hours based on meets standards work performance. Contractor's hourly rate of pay shall not exceed \$16.40 per hour. Contractor does not gain probationary or regular status during the term of this contract. Payment for services shall be made bi-weekly during the term of this contract under Section III.

B. OVERTIME

Contractor shall be eligible to receive Overtime compensation in the same manner as employees in the Clerical Unit.

C. LEAVE PROVISIONS

Contractor shall receive Holiday, Sick and Vacation leaves in the same manner and amount as employees in the Clerical Unit. Such leaves shall be pro-rated on regularly scheduled hours.

Refer to Item I in this section for processing of leave balances upon termination of contract.

D. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Clerical Unit.

E. RETIREMENT PLAN

Contractor shall participate in the County's general retirement system during the term of this contract. Contractor shall pay the required employee contribution for the term of the contract. The contractor's hire date, for purposes of determining eligibility for County contribution, is the date that this Contract is effective.

F. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the plan document, except that Contractor shall not receive County match contributions to the Plan.

G. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g. FMLA, Military Leave, Time off for Voting and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this contract.

H. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Clerical Unit.

I. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County

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

### **V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

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

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Executive Director, or his/her designee. The Executive Director, or his/her 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 Executive Director, or his/her designee.

#### **B. CLASSIFICATION**

Contractor will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in contract termination or lesser penalties.

#### **C. WORKER'S COMPENSATION**

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

#### **D. USE OF 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. The County may require Contractor to use a county vehicle.

Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness.

F. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

**VI. REIMBURSEMENT AND INDEMNIFICATION**

- A. The Commission agrees to reimburse the County for total compensation cost of the employee.
- B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

**VII. 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.

COUNTY OF SAN BERNARDINO

►  
\_\_\_\_\_  
Josie Gonzales, Chair, Board of Supervisors

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

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

By: \_\_\_\_\_  
*Deputy*

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

By ►  
\_\_\_\_\_  
*(Authorized signature – sign in blue ink)*

Name Merri McIntyre  
\_\_\_\_\_  
*(Print or type name of person signing contract)*

Title: Office Assistant II  
\_\_\_\_\_  
*(Print or Type)*

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

Address: Address on file  
\_\_\_\_\_

Approved as to Legal Form  
►  
\_\_\_\_\_  
Kenneth Hardy, Deputy County Counsel  
  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
►  
\_\_\_\_\_  
Lory Klopfer, HS Contracts Unit  
  
Date \_\_\_\_\_

Presented to BOS for Signature  
►  
\_\_\_\_\_  
Linda Haugan, Assistant Executive Officer for Human Services  
  
Date \_\_\_\_\_