

ORIGINAL



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY								
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. A	Contract Number 09-572			
County Department SHERIFF			Dept. SHR	Orgn. SHR	Contractor's License No.			
County Department Contract Representative Dennis Casey			Telephone (909)387-0640		Total Contract Amount \$			
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								
Commodity Code		Contract Start Date	Contract End Date	Original Amount \$	Amendment Amount \$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$			
Project Name Motorcycle Program Instructor			FY	Estimated Payment Total by Fiscal Year				
				Amount	I/D	FY	Amount	I/D

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

Name
Paul Muro
Address
(Address on File)

hereinafter called CONTRACTOR

Telephone
() - Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, COUNTY requires the services of a Motorcycle Program Director to coordinate special training courses for the Sheriff's Emergency Vehicle Operations Center (EVOC), **AND**:

WHEREAS, CONTRACTOR has the skills and knowledge necessary to perform said services for COUNTY;

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

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

I. RESPONSIBILITIES AND DUTIES OF THE CONTRACTOR.

A. CONTRACTOR shall serve as a Motorcycle Program Director for the San Bernardino County Sheriff's Department, Training Center. CONTRACTOR's duties shall include, but are not limited to, the following:

1. Oversees motorcycle training program in the Sheriff's Department; coordinates program activities and supervises instructors and participating students.
2. Supervises instructors and students, including training, assigning and reviewing instructors' and students' work, evaluating performance, and hiring and firing; participates in disciplinary actions; may conduct investigations and prepare incident and accident reports involving staff and students.
3. Responsible for final program design and development according to department-wide motorcycle training needs, including curriculum content, instruction/delivery and a variety of materials such as workbooks, handouts, presentation materials, videos, etc.
4. Coordinates activities such as classroom or facility schedules; schedules instructors, enforces safety rules, ensures all training courses are developed according to POST and departmental standards, using effective training principles and techniques.
5. Networks with other professional agencies, institutions, and academies regarding training issues, including policies and procedures, special events, equipment rentals, and facility tours.
6. May develop and/or recommend changes to program budgets or existing policies.
7. May oversee the motorcycle fleet maintenance program, which includes monitoring vehicle utilization, scheduling vehicle maintenance, determining fleet adequacy, and disposing of motorcycles as needed.
8. May be required to work rotating shifts and weekends.
9. Provides vacation and temporary relief as required.

II. CONDITIONS OF EMPLOYMENT.

- A. CONTRACTOR must pass a Sheriff's background investigation.
- B. CONTRACTOR shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness.
- C. CONTRACTOR will be under the professional and administrative supervision of the Sheriff of San Bernardino County or his authorized designee. The Sheriff, or his duly authorized designee, will determine the number of hours per week that the CONTRACTOR will render services to the Training Center.
- D. 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.

E. As a condition of employment, the 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. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County Employment."

III. CONSIDERATION.

A. SALARY.

1. CONTRACTOR shall be compensated for services rendered at Pay Range 59, Step 11. Payment for such services shall be made on a biweekly basis for hours actually worked according to procedures established by the COUNTY's Auditor Controller. CONTRACTOR shall not work in excess of 40 hours in a workweek without the express prior authorization of the Sheriff or his designee. Any authorized overtime in excess of the 40 hours in a workweek shall be compensated at premium rates, i.e. one and one-half (1 1/2) times the CONTRACTOR's regular rate of pay.
2. CONTRACTOR shall provide services on an "as needed" basis; COUNTY makes no guarantee as to the number of hours per week, if any, CONTRACTOR will be assigned to work.
3. CONTRACTOR shall receive salary increases in the same manner as County employees in the Administrative Services bargaining unit.
4. CONTRACTOR shall be paid in accordance with the same time reporting system and payroll schedule as general COUNTY employees. Required tax withholding as determined by the COUNTY's Auditor/Controller shall be withheld from CONTRACTOR's compensation.
5. CONTRACTOR must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.
6. CONTRACTOR shall participate in the Medicare portion of the Social Security system during the term of this contract.

B. BENEFITS.

1. CONTRACTOR shall receive the same economic benefits as are given to County employees in the Administrative Services bargaining unit.

2. CONTRACTOR shall participate in the COUNTY's retirement system during the term of this contract and shall receive the same retirement contributions as employees in the Administrative Services bargaining unit.
3. CONTRACTOR shall be eligible to participate in COUNTY's 457 Deferred Compensation Plan in the same manner as regular COUNTY employees.
4. In the event this contract is terminated for the purpose of making CONTRACTOR a regular COUNTY employee serving in the same capacity as under this contract, CONTRACTOR's leave balances shall be carried over at their full value, be immediately available for use and CONTRACTOR shall maintain previously achieved hire date, leave accrual dates, and benefit eligibility dates.
5. CONTRACTOR shall be covered by the COUNTY's Workers' Compensation Insurance only during the hours actually worked under this contract. CONTRACTOR shall be covered by the COUNTY's Public Liability Insurance only while performing the services under this contract.
6. CONTRACTOR shall be reimbursed for actual expenses incurred in the performance of this contract in accordance with the San Bernardino County Code provisions governing Administrative Services employees of the COUNTY.
7. CONTRACTOR shall only receive the compensation and benefits specifically set forth in this contract.

IV. TERM AND TERMINATION.

The term of this contract shall be for a period of one year commencing upon the date of approval by the San Bernardino County Board of Supervisors, and shall automatically renew for successive one-year periods unless terminated earlier. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by CONTRACTOR or by COUNTY upon written notice given to the other party at least fourteen (14) days prior to the date specified for such termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

V. NOTICES.

Any notice required under this contract shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid, addressed as follows:

CONTRACTOR: Paul Muro
(Address on File)

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

VI. USE OF COUNTY AND/OR PRIVATE VEHICLE.

- A. If services to be performed under this contract require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license for the vehicle to be driven at all times during the performance of this contract. In order for the CONTRACTOR to use any COUNTY-owned vehicle during the performance of this contract, CONTRACTOR agrees to allow COUNTY to obtain a Department of Motor Vehicles report of CONTRACTOR's driving record. If such report discloses that CONTRACTOR has an unsafe driving record, in the opinion of the COUNTY Risk Manager, CONTRACTOR may be prohibited from using any COUNTY-owned vehicle.
- B. In order for CONTRACTOR to be able to use a private vehicle during the performance of this contract, CONTRACTOR must provide vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
 - Fifteen Thousand Dollars (\$15,000) for a single injury or death;
 - Thirty Thousand Dollars (\$30,000) for multiple injury or death;
 - Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this contract, pursuant to Paragraph IV.

- C. If use of a private vehicle is required to perform assigned tasks, CONTRACTOR will be reimbursed for COUNTY business mileage at rates applicable to COUNTY employees. The Sheriff, or his designee, shall decide whether a COUNTY vehicle is used by CONTRACTOR for COUNTY business or whether CONTRACTOR shall be reimbursed for necessary mileage on COUNTY business.

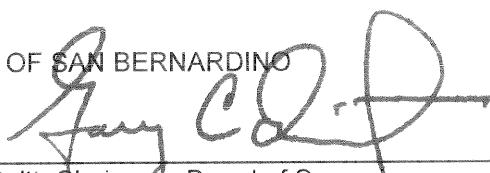
VII. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY.

The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's authority under this contract, including the right to give notice of termination of this contract, at his sole discretion.

VIII. FULL UNDERSTANDING.

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understandings between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

COUNTY OF SAN BERNARDINO



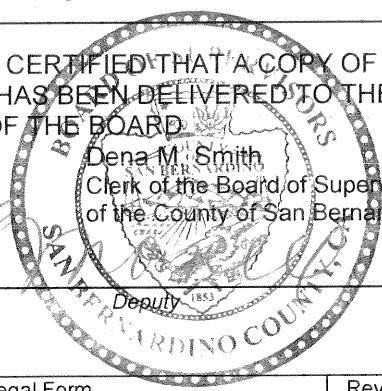
► Gary C. Ovitt, Chairman, Board of Supervisors

Dated: JUN 23 2009

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

► Dena M. Smith
Clerk of the Board of Supervisors
of the County of San Bernardino

By



Approved as to Legal Form

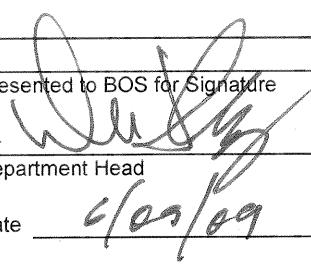
► 
County Counsel, by Kenneth Hardy, Deputy

Date 4/21/09

Reviewed by Contract Compliance

► Date _____

Presented to BOS for Signature

► 
Department Head
Date 6/09/09