



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
County Department BOARD OF SUPERVISORS				Dept.	Orgn.	Contractor's License No.			
County Department Contract Representative CHAIR'S OFFICE				Telephone () -		Total Contract Amount \$			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
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				Estimated Payment Total by Fiscal Year					
				FY	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, and the Redevelopment Agency of the County of San Bernardino, hereinafter collectively called the County, and

Name
 GREGORY C. DEVEREAUX _____ hereinafter called Contractor

Address
 Address on file _____

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

IT IS HEREBY AGREED AS FOLLOWS:

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

WHEREAS, Contractor has the skills and knowledge necessary to provide the 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

1. **Term.**

The term of this Contract shall commence on February 13, 2010 (pay period 05/10) and continue in effect for a period of approximately ten years unless earlier terminated as hereinafter provided. The period from February 13, 2010 through March 6, 2015 shall be referred to as Term A. The period from March 7, 2015 through February 29, 2020 shall be referred to as Term B. With the mutual agreement of the parties, the period of time covered by Term A and Term B may be increased or decreased, so long as the full ten year term is not changed.

If contractor voluntarily leaves employment at any time during Term A of this Contract, Contractor shall receive an equal amount of continued employment during Term B of this Contract. This subsection shall not apply in the event Contractor is terminated for cause pursuant to this section.

Notwithstanding the foregoing, this Contract may be terminated at any time by Contractor by the giving of fourteen (14) days written notice of termination to the County. The County may by a four fifths vote of the Board of Supervisors terminate this Contract for cause at any time. For the purpose of this Contract, cause shall be defined as: (1) flagrant or repeated neglect of duties, after Contractor has been notified in writing of such neglect and provided thirty (30) days to correct the deficiencies; (2) willful misappropriation of public property; (3) willful and substantial violation of law related to the performance of the Contractor's duties; (4) willful falsification of a relevant official statement or document; or (5) failure to follow the clear direction of the Board of Supervisors given in a duly noticed meeting.

2. **Duties and Responsibilities of Contractor.**

During Term A of this Contract, Contractor shall be employed as the County Administrative Officer with the County. Contractor shall work under the direction of the Board of Supervisors, performing a broad range of responsibilities as set forth in County Code section 12.0201 *et seq.* Contractor shall perform as the Executive Director of the Redevelopment Agency of the County of San Bernardino. Contractor shall also perform such other functions and duties specified by state law or local rules and policies, as well as such other legally permissible duties as the Board of Supervisors may direct from time to time.

During Term B of this Contract, Contractor shall be employed as Special Advisor to the Board of Supervisors. Contractor shall be available full time to work under the direction of the Board of Supervisors, performing special assignments or providing advice and counsel, as the Board of Supervisors and Contractor may mutually agree upon from time to time. During Term B, Contractor may engage in outside employment, so long as such outside employment does not constitute a conflict of interest under the Political Reform Act.

3. **Conflict of Interest.**

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy as stated in Rule I, Section 8 of the County's Personnel Rules as that Rule has been interpreted, 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.

4. **Compensation of Contractor.**

- a. During Term A of this Contract, Contractor shall receive the following compensation:
- 1) For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept an annual salary of \$305,000, calculated for payroll purposes as \$11,730.77 bi-weekly. Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County exempt employees. Contractor shall receive any across-the-board salary adjustments as may be granted to, and at the same time as, positions in the Exempt Group.
 - 2) Except as provided herein, Contractor shall receive the same economic benefits as employees in Exempt Group A.
 - 3) Contractor shall participate in the County's retirement system during Term A of this Contract. The County shall pick up all of the Contractor's required employee contributions to the San Bernardino County Employees' Retirement Association (SBCERA).
 - 4) Contractor shall participate in the Benefit Plan, and shall receive the bi-weekly Benefit Plan amount of \$384.62.
 - 5) Contractor shall receive the same contributions into the Retirement Medical Trust Fund as other exempt employees that have participated in SBCERA, or another public sector retirement system for 16 or more years.
 - 6) Contractor shall be provided a total of 160 hours annually of Administrative Leave time for the Contractor's use. Such time shall otherwise be administered consistent with the administration of such leave for exempt employees. For calendar year 2010, Contractor shall be provided a total of 160 hours of Administrative Leave time in lieu of a pro-rated amount.
 - 7) Upon commencement of work under this Contract, Contractor shall be provided a vacation leave balance of 160 hours and a sick leave balance of 96 hours. Such leave balances shall be available immediately for use.
 - 8) Contractor shall have the total annual amount of \$16,500 contributed on his behalf on a biweekly basis to the County's 401(a) Defined Contribution Plan and/or the County's 457 Deferred Compensation Plan.
 - 9) County shall pay all reasonable subscriptions, travel expenses and other costs reasonably associated with performance of Contractor's duties as County Administrative Officer and the continuance of his professional development, including up to six (6) units per year of college credit.
 - 10) County shall pay for the premiums to provide Contractor the following insurance coverages through the County's existing insurance carriers: Variable Group Universal Life, 3 X annual salary; Supplemental Term Life, \$700,000; Accidental Death and Dismemberment, \$250,000. If Contractor does not qualify for any of these policies through the County's existing carriers, County agrees to provide Contractor the same amount that premiums would cost through the County's carriers, for Contractor's use to separately purchase life and accident insurance.

- b. During Term B of this Contract, Contractor shall receive the following compensation:
- 1) For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept an annual salary of \$91,000, calculated for payroll purposes as \$3,500 bi-weekly. Payment for such services shall be made on a biweekly basis on the same reporting system and payroll schedule as County exempt employees.
 - 2) Contractor shall participate in the County's retirement system during Term B of this Contract. The County shall pick up all of the Contractor's required employee contributions to the San Bernardino County Employees' Retirement Association (SBCERA).
 - 3) County shall pay for the premiums to provide Contractor the following insurance coverages through the County's existing insurance carriers: Variable Group Universal Life, 3 X annual salary; Supplemental Term Life, \$700,000; Accidental Death and Dismemberment, \$250,000. If Contractor does not qualify for any of these policies through the County's existing carriers, County agrees to provide Contractor the same amount that premiums would cost through the County's carriers, for Contractor's use to separately purchase life and accident insurance.

5. **General Provisions Relating to Contractor.**

- a. Upon the effective date of this Contract, Contractor shall be considered a contract employee in the County's Unclassified Service.
- b. Contractor's performance of work under this Contract is contingent upon successful completion of background and reference checks, to be made by the County pursuant to County Policy.
- c. The parties agree that submission of hours worked shall be 80 hours per pay period for payroll purposes on the County's Time and Labor Report (TLR) during the full term of this Contract.
- d. In the performance of his duties under this Contract, Contractor shall be required to work such hours as necessary to carry out the duties specified in this Contract under the direction of the Chairman of the Board of Supervisors, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.
- e. Services to be performed under this Contract require Contractor to drive a vehicle and Contractor must possess a valid California driver's license at all times during the performance of this Contract.

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.
- f. 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 successfully

complete to a pre-employment medical examination through the County's Center for Employee Health and Wellness prior to commencement of work under this Contract.

- g. In the event this Contract is terminated for the purpose of making Contractor a regular County employee, Contractor shall maintain all previously achieved rates of accrual, leave balances and benefit date.
- h. 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.
- i. Contractor shall be covered by the County's General Liability and Workers' Compensation insurance coverage during the hours actually worked under this Contract.
- j. Contractor must make arrangements for the direct deposit of paychecks into the financial institution of his choice via electronic fund transfer.
- k. The Board of Supervisors shall review and evaluate the performance of Contractor at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board of Supervisors and Contractor. Said criteria may be added to or deleted from as the Board of Supervisors may from time to time determine, in consultation with Contractor.

Further, the Board of Supervisors shall provide Contractor with a summary written statement of findings of the Board of Supervisors and provide an adequate opportunity to Contractor to discuss his evaluation with the Board of Supervisors.

Annually, the Board of Supervisors and Contractor shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the County's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operation and capital budgets and appropriations provided. Upon the completion of the annual performance evaluation as herein specified, the Board of Supervisors may increase Contractor's annual salary in an amount to be determined by the Board, in its sole discretion.

- l. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of Contractor by the County, and contains all of the covenants and agreements between the parties with respect to the employment of Contractor by the County.
- m. Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement of promise not contained in this Contract shall not be valid or binding on either party.
- n. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- o. This Contract shall be construed as a whole, according to its fair meaning, and not in favor or against any party. By way of example and not in limitation, this Contract shall not be construed in favor of

the party receiving a benefit not against the party responsible for any particular language in this Contract.

- p. Contractor acknowledges that he has had an opportunity to consult with legal counsel in regard to the Contract, that he has read and understands this Contract, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representation or promise other than those contained in this Contract.

6. **Dispute Resolution and Binding Arbitration.**

Contractor and County agree that any dispute that arises out of or relates to Contractor's employment with County during the entire term of Contract, including but not limited to any dispute against any present or former official, officer, employee or agent of County, the dispute shall be submitted to binding arbitration using the procedural rules for the resolution of employment disputes of the American Arbitration Association then in effect. Contractor and County agree that any claim shall be brought in the individual capacity of the Contractor or County, and not as a representative of any class. The arbitration shall take place in the City of San Bernardino, County of San Bernardino, State of California, unless the parties otherwise agree, and both Contractor and County agree to submit the jurisdiction of the Arbitrator selected in accordance with American Arbitration Association rules and procedures.

Contractor and County agree that this arbitration procedure shall be the exclusive means of redress for any dispute relating to or arising from Contractor's employment with the County, including disputes over rights provided by Federal, state or local statutes, regulations, ordinances and common law, and specifically includes all laws that prohibit discrimination based on any protected classification.

The parties each expressly waive the right to a jury trial and each agrees that the arbitrator's award shall be final and binding on the parties, provided that any award shall be reviewable by the court of law to the fullest extent allowed by law.

The arbitrator shall have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate, but only to the extent consistent with law. The parties expressly agree that the arbitrator shall have discretion to award the prevailing party reasonable costs and attorneys' fees incurred in bringing or defending an action under this Section 6.

7. **Conclusion.** This Contract, consisting of seven (7) 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

▶ _____
 Gary C. Ovitt, Chairman, Board of Supervisors

Dated: _____

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

Laura H. Welch
 Clerk of the Board of Supervisors
 of the County of San Bernardino

By _____
Deputy

(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 _____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
▶ _____ County Counsel	▶ _____	▶ _____ Department Head
Date _____	Date _____	Date _____