

NF Personnel
Linda



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COUNTY OF SAN BERNARDINO
STANDARD CONTRACT
JUN 12 1991

BARBARA REED
CLERK
BY S. Condon DEPUTY

FOR COUNTY USE ONLY

County Department CAO/PERSONNEL				Contract Number	
County Department Contract Representative Theodore S. Darany				Contractor's License Number:	
Budget Unit No. 030		Sub-Object No. 9990		Fund No. 515	
		Ph. Ext. 3992		Job No. 15000000	
Project Name: Western Region Item Bank				Amount of Contract	
				If contract has more than one payment or receipt, complete the following:	
				Payments Estimate: _____	
				Approximate Amount Each: _____	

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

Name
DOUGLAS COUNTY PERSONNEL
Address
COURTHOUSE, P.O. BOX 218
MINDEN, NV 89423
Phone _____ Birth Date _____
Federal ID No. or Social Security No. _____

hereafter called PARTICIPANT

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.)

WHEREAS, the County of San Bernardino through its Personnel Department operates the Western Region Item Bank as a cooperative personnel testing resource;

WHEREAS, Participant desires to use the services of the Western Region Item Bank;

NOW, THEREFORE, the parties, hereto mutually agree as follows:

1. This contract shall become effective on JULY 1, 1991 and remain in effect until terminated pursuant to paragraph 4.
2. County agrees to provide Participant access to the cooperatively developed automated test question file located at the San Bernardino County Personnel Department and identified as the Western Region Item Bank. County agrees to respond to Participant's search requests for test questions by supplying those questions available in the file that meet the Participant's specified needs and to provide other services available through the Western Item Region Bank. Such other services include:
 - a. Printouts of test items in review draft format with correct answers and past use statistics.
 - b. Printouts of customized tests in camera ready booklet masters including instructions, time limits,

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- c. scoring formulas, and section/subtest headings.
- c. Scoring of machine readable answer sheets for jurisdictions using the booklet master service.
- d. Printouts of significant statistics including applicant raw scores, means, standard deviations, reliability estimates and frequency distributions.
- e. Printouts of item statistics regarding history and quality.

3. Participant, for the services hereinabove specified, shall pay County an annual membership fee of \$1500 for participation in the services of the Western Region Item Bank. This fee shall be paid on or before JULY 1, 1991 and annually thereafter. This annual membership fee may be increased by the County at its option by giving advance written notice to Participant. Any such increase shall not require an amendment of this contract and notice of any increase shall be made with sufficient advance notice that Participant will have time to terminate this agreement under the provisions of paragraph 4 of this agreement before any such increase is implemented in the event Participant desires to end its participation in the use of the Western Region Item Bank.

4. This agreement may be terminated by either party by giving ninety (90) days written notice of termination to the other party. No reimbursement will be made of the annual membership fee in the event that this contract is terminated by Participant. If this contract is terminated by the County, a prorated reimbursement of the annual membership fee will be reimbursed for the portion of the year where service is not provided.

5. This agreement shall not be subject to assignment by Participant.

6. It is understood and agreed that test questions and services obtained from County shall be used only for the official purposes of Participant in testing applicants for employment, promotion, placement, test research or development. Under no circumstances shall the test questions be made available to prospective job seekers or other unauthorized persons for the purpose of studying, copying, or publication. If the regulations or policies of Participant permit persons who have taken a test to review their test, such review shall be conducted under security safeguards consistent with this agreement in order to insure that no copying of test questions can occur.

7. It is understood and agreed that all test questions supplied to Participant will be handled and stored in a manner that will prevent unauthorized persons from having access to them.

8. It is agreed that test questions may be reviewed by examiners, subject matter experts, researchers or consultants working on the development of examinations. Such persons, however, are not authorized to retain any of the actual test questions provided by Participant. Any such review process shall be conducted under the direct supervision of Participant.

9. Participant agrees that no official, employee, consultant, or other agent of Participant shall loan, give, sell, or otherwise make available any of County's test questions to any agency or person that is not authorized by County to have access to such material, nor shall they knowingly permit others to do so.

10. Participant agrees that if test questions obtained from County become involved in legal or administrative proceedings conducted by a court or other body vested with legal authority, Participant shall inform the legal authority of the existence and terms of this agreement and request that any supplied test questions be covered by a protective order that sufficiently safeguards their confidentiality. County shall be promptly notified of any such proceedings.

11. It is understood and agreed that in the event of legal challenge to supplied test questions, the burden of defending the test questions rests on Participant as well as any liability imposed from use of such questions. County's responsibility will be limited to furnishing any readily available background information needed to evaluate the test questions. County cannot and does not warrant, represent or guarantee the validity of supplied test questions for Participant's use.

12. It is understood and agreed by and between the parties hereto that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this contract and also govern the interpretation of this contract.

13. Participant agrees that County shall not be held responsible for any liability incurred by Participant in any action involving the use of test questions provided under this contract.

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14. The parties agree that County is an independent contractor in providing service under this contract.

15. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by persons legally authorized to sign on their behalf.

Date: June 6, 1991

PARTICIPANT

By: [Signature]
Chairman,
Douglas County Board of Commissioners
Title

Date: _____

COUNTY OF SAN BERNARDINO

By: [Signature]
Employment Division Chief
Theodore S. Darany

This is a standard contract form used by San Bernadino County for all members joining the Western Region Item Bank. Contract form was approved by San Bernadino Commission in 1984 and will not be individually signed for our contract.

COUNTY OF SAN BERNARDINO

▶ _____
Chairman, Board of Supervisors

Dated _____

ATTESTED:

▶ _____
Clerk of the Board of Supervisors

(State if corporation, company, etc.)

By ▶ _____
(Authorized Signature)

Dated _____

Title _____

Address _____

Approved as to Legal Form

▶ Ronald D. [Signature]

County Counsel

Date 6/8/84

02-12311-000 Rev. 11/80

Reviewed as to Affirmative Action

▶ [Signature]

Date 6/12/84

Reviewed for Processing

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Agency Administrator/CAO

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Date _____

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

SEAD

DATE: June 12, 1991
B Reed Clerk of the 92 Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Sondie Condon Deputy

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'91 JUN 12 A9:40

SUZANNE BEAUBREAU
RECORDER

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\$ 0 PAID Kg DEPUTY

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