



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)
SO-0293
BUDGET ACCOUNT:
6566
SUBJECT ACCOUNT:
1121

1. This Contract is entered into between the County of Solano and the Contractor named below:

Steve F. Tibbets

CONTRACTOR'S NAME

2. The Term of this Contract is:

May 1, 2010 through June 30, 2010

3. The maximum amount of this Contract is:

\$7,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A - Scope of Work
Exhibit B - Budget Detail and Payment Provision
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions

RECEIVED
DEPARTMENT OF
HUMAN RESOURCES
10 MAY 10 PM 1:10
COUNTY OF SOLANO

The parties have executed this Contract as of the day of April 2010.

Contractor and County of Solano signature and address fields. Contractor: Steve F. Tibbets, 4476 Meadowlark Court, Napa, CA 94558. County: Michael D. Johnson, County Administrator, 530 Union Ave., Ste. 100, Fairfield, CA 94533-6306. Includes dates 4/23/10 and 4/29/10.

HR: [Signature] 5/11/10 DATE

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **1. Specific Contractor Deliverables:**

Contractor will:

- A. Provide pre-employment background investigations in accordance with California Commission on Peace Officer Standards and Training ("POST"), Standards and Training for Corrections ("STC"), Solano County, and the Solano County Sheriff's Office requirements and policy and procedures.
- B. Perform pre-employment Computerized Voice Stress Analysis ("CVSA") evaluations when requested by Sheriff or designee.
- C. Complete all background checks and a final investigative report and provide to the Sheriff or designee within 30 days of initial notification.
- D. Expedite the processing of selected background investigations when requested by the Sheriff or designee.
- E. Follow the format of the investigative reports of POST, STC, and Sheriff's Office guidelines.
- F. Provide POST and STC training and instruction to County as required by Sheriff or designee.

#### **2. Administrative requirements:**

Contractor will:

- A. Maintain:
  - 1) Current certification or any required licenses in the practice and use of pre-employment CVSA evaluations.
  - 2) Certification and/or licensing required to teach POST and STC courses.
  - 3) Current knowledge of interpreted regulations and enforcement guidelines regarding the Americans with Disabilities Act (ADA).
  - 4) An understanding of legal requirements, liabilities and immunities associated with sources of information, including mandatory disclosure provision.
  - 5) A valid California driver's license and vehicle insurance per County travel policy.
- B. Attend and successfully complete appropriate POST and STC training necessary to conduct pre-employment background investigations.

C. Remain knowledgeable of:

- 1) Changes to applicable federal and state employment laws and regulations that impact the pre-employment evaluation, eligibility, and appointment of criminal justice and public safety personnel.
- 2) Changes to POST and STC regulations and procedures regarding appointment eligibility and pre-employment screening of peace officer and public safety personnel.

**3. Additional Issues:**

A. Contractor will:

- 1) Comply with the General Orders and the policies and procedures of County and the Sheriff's Office.
- 2) Work hours at the discretion of the County.
- 3) Not display a company name, business logo or any other business advertisement on the Contractor's vehicle when using the vehicle to perform official County business.

B. County shall:

- 1) Provide office space, office supplies, a personal computer and a telephone.
- 2) Be the sole owner of any equipment provided by County.
- 3) Reserve the right to verify that Contractor possesses a valid driver's license and is properly insured.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

Budget and Compensation:

1. The total amount of this Contract shall not exceed \$7,000.
2. Contractor shall:
  - A. Work no more than one hundred ninety hours (190) during the term of this Contract.
  - B. Be compensated at a rate of thirty six dollars and twenty-eight cents (\$36.28) per hour.
  - C. Be compensated at a rate of twenty five dollars (\$25.00) per month for each month Contractor uses a personal cellular phone on County business. Contractor receiving a cellular phone allowance shall:
    - i) Maintain a personal cellular phone that is available for business use.
    - ii) Provide the personal cellular phone number to the department, and the number may be used for County business.
  - D. Not be entitled to any additional consideration, compensation, wages or other remuneration for services rendered pursuant to this Contract other than that which is set forth in this Exhibit B.
  - E. Provide original receipts to County prior to payment of any reimbursable expenses.
3. County shall compensate Contractor for approved training, travel costs, meal and lodging at the same rate paid to regular County employees if required for the performance of services under this Contract.

Payment Provision:

1. Contractor shall:
  - A. Obtain a weekly timesheet from the County.
  - B. Write on the timesheet the services rendered, to whom, date of service and service hours.
  - C. Submit a completed timesheet to County weekly.
2. County shall, after receipt and approval of timesheet, pay Contractor by check approximately two weeks in arrears for services provided.

## **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS FOR CONTRACT EMPLOYEES**

#### **1. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of the County's representative, County shall pay Contractor through the County biweekly payroll system. Each invoice must be accompanied by a log specifying services rendered, to whom, date of service and the hourly rate of pay.

#### **2. CLOSING OUT**

Contractor is responsible for County's receipt of a final claim for payment within thirty (30) days after expiration of this Agreement.

#### **3. TIME OF PERFORMANCE**

A. At the expiration of the term under this Agreement, Contractor's employment shall automatically terminate and County shall have no further obligation to compensate or employ Contractor in any manner or capacity of any nature whatsoever. Such termination shall be effective regardless of whether Contractor has or has not performed satisfactorily during the term of this Agreement.

B. Work will not begin, nor claims paid for services under this Agreement until all applicable licenses or certificates, as required, are on file with the County's representative.

#### **4. EMPLOYMENT STATUS**

A. It is expressly understood that Contractor is a contract employee and not an independent contractor or a regular, full or part-time employee of County. Contractor's employment may not begin until County has concluded its background investigation of Contractor.

B. Contractor shall have no claim against County for employee rights or benefits including, without limitation, seniority, vacation time, vacation pay, medical, dental or hospital benefits, retirement benefits, unemployment insurance benefits, civil service protection, disability insurance or disability retirement benefits, paid holidays or other paid leaves of absence.

C. County shall withhold applicable taxes, deductions and other obligations including, without limitation, federal and state income taxes, Social Security and Medicare and any other deductions required by state and/or federal law.

- D. As a contract employee, Contractor is subject to the direction and control of County as to when, where and in what manner Contractor's services shall be performed.
- E. Contractor shall serve solely pursuant to the terms and conditions this Agreement. Contractor expressly waives any right to a pre-termination or post-termination notice or hearing whether under state, federal or local rules or regulations.
- F. Contractor agrees that s/he has no right or claim to employment with County after the termination of his/her services under this Agreement. Contractor further agrees that no other document, including, without limitation, an employee handbook, departmental or Board policy, resolution or oral or written representation shall be effective or construed to give rise to a right or claim to employment with County after termination of this Agreement.
- G. County shall provide such office space, supplies, equipment, vehicles, reference materials and/or telephone service as is necessary for Contractor to provide services under this Agreement.

**5. MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written amendment signed by the County and Contractor.
- B. This Agreement may be terminated by County or Contractor, at any time, with good cause, upon 7 days written notice one to the other.

**6. WARRANTY**

- A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor warrants that his/her work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.
- B. Contractor further warrants that s/he possesses current valid appropriate licensure, including, without limitation, drivers license or professional license, required to render services under this Agreement.

**7. BEST EFFORTS**

Contractor warrants that s/he will at all times faithfully, industriously and to the best of his/her ability, experience and talent, perform to County's reasonable satisfaction.

**8. INSURANCE**

If required under the terms of the scope of services, Contractor shall maintain the minimum automobile liability insurance required by regular, full or part-time County employees.

**9. INDEMNIFICATION**

- A. County shall indemnify Contractor against all claims, losses and damages arising out of Contractor's performance to the extent that Contractor would be entitled to indemnification if Contractor were a regular, full or part-time County employee.
- B. If applicable, Contractor shall provide all information necessary for the provision of medical malpractice coverage, including, but not limited to, completion of a Physician Professional Liability Application as required by County's medical malpractice provider.

**10. RESPONSIBILITIES OF CONTRACTOR**

- A. Contractor warrants that s/he possesses the required skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor pledges to perform his/her work in a skillful and professional manner. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.
- B. Contractor verifies that s/he has reviewed the scope of work to be performed under this Agreement and agrees that in his/her professional judgment, the work can and shall be completed within the maximum amount set forth in this Agreement.

**11. CHILD/ADULT ABUSE**

Contractor warrants that s/he is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq) requiring reporting of suspected abuse.

**12. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to his/her performance.

**13. CONFIDENTIALITY**

Contractor warrants that s/he is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Such information may be obtained from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission,

such information shall be divulged only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Agreement, and then only to those persons having responsibilities under this Agreement.

**14. CONFLICT OF INTEREST**

- A. Contractor warrants that s/he has no interest and shall not acquire any interest, direct or indirect, which conflicts with the performance of his/her services. [Contractor agrees to file a Statement of Economic Interest as specified in the Department of Health and Social Services Conflict of Interest policy.]
- B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**15. DRUG FREE WORKPLACE**

Contractor warrants that s/he is knowledgeable of Government Code section 8350 et seq. regarding a drug free workplace and shall abide by and implement its statutory requirements.

**16. HEALTH AND SAFETY STANDARDS**

- A. Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program.
- B. Contractor acknowledges receipt of all health and safety information and training.

**17. NOTICE**

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**18. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

**19. CHANGES AND AMENDMENTS**

- A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of

Contractor's compensation, shall be effective when incorporated in written amendments to this Agreement.

- B. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing in accordance with the applicable provisions of this Agreement.

**20. ENTIRE AGREEMENT**

This Agreement, including any exhibits referenced in it, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

#### 1. ADDITIONAL INSURANCE

(1) Automobile liability insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with this Contract, including coverage for hired and non-owned vehicles, in an amount no less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

#### 2. GOOD STANDING & BACKGROUND CHECKS

A. Contractor warrants to County he has never been convicted or pled guilty or *nolo contendere* to any felony. County reserves the right to deny access to Contractor if he has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony.

B. Contractor shall undergo a background check conducted by County. County reserves the right to deny access to Contractor if he fails the background check. Only if Contractor has successfully passed a background check will he be allowed to work at any County incarceration or law enforcement facility or have contact with inmates. Contractor shall reimburse County, either by direct payment or deducting Contractor's invoice, the cost of the background check performed as established on the Solano County Sheriff's Office Fee Schedule for each employee who fails the background check.

C. County may set additional applicable standards that may prohibit Contractor entrance or access to, or the ability to perform the duties of this Contract at, County incarceration or law enforcement facilities or inmates. If Contractor will be providing services that require the use of a motor vehicle, County may set additional applicable standards that may prohibit Contractor employee from using a motor vehicle while performing duties associated with this Contract.

D. County shall have the right to randomly check Contractor to ensure he has never been convicted, pled guilty or *nolo contendere* to or has been charged a felony, or has failed to meet any additional applicable standard.

E. County shall have the right to search Contractor entering or on County grounds to assure that the Contractor will not constitute a security risk to County's incarceration or law enforcement facilities or inmates. County reserves the right to conduct a search at any time without prior notice.

F. Denying a Contractor the ability to perform the duties of this Contract if he has failed the background check or has ever been convicted, pled guilty or *nolo contendere* to or has been charged a felony, any other applicable standard or presents a security risk, will not constitute a material breach of the Contract by the County.