



County of Solano Contract Review Worksheet DocuSign only

Contract Number:

(Dept., Division, FY, #)

Authority:

☐ Dept Head Execute☐ CAO Execute☒ BOS Approval Required**NOTE: Please review all instructions on the back of this worksheet before you begin processing.**

1. Department/Division: SHERIFF'S OFFICE		2. Date: 5/29/24	
3. Contract Administrator: ERIKA MANUEL		4. Phone Ext: 784-7064	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Amendment/Change Order Amendment/Change Order Number Contract No: Date: 7/1/24 Please attach copies of original/amendments 7. Name of Contractor: GARY ELLIOTT 8. EIN SSN 	
☒ Original Bid/RFP Required? ☐ YES ☐ NO Sole Source Contract? ☐ YES ☒ NO Date Please attach copy of Bid/RFP or justification. 6. Description of Contract: CONTRACT EMPLOYEE			
9. Is Contractor a California Public Pension Plan Retiree? ☒ YES ☐ NO If yes: Name of Public Pension Plan: CALPERS Date of Retirement: 2/14/19			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: 			
11. Has County contracted with Contractor previously during this fiscal year? ☐ YES ☒ NO Please list County department if other than the department listed on number 1 above. 			
12. Effective Date: Original Contract: 7/1/24 This amendment: 		13. Termination Date: 6/30/25 By this amendment: 	
14. Contract Budget: Original Contract Amount: \$ 94,986 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 94,986		15. Payment Terms: ☐ Prepaid ☐ Monthly ☒ Arrears ☐ Quarterly ☐ Fixed ☐ Progress ☒ Actual ☒ Other ☐ Estimate	
		16. Source of Funds: ☐ Fed/State Grant ☐ Fed/State Funding ☒ County Specify: General fund _ Fed Catalog No: State Legislation: ☐ AB ☐ SB 	
17. Fund: 900 Budget Unit: 6566 Sub-object: 1121		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 			
20. Remarks 			
21. Signature Route: Email esmanuel@solanocounty.com Department Contract Administrator Erika Manuel Contractor Signatory Name (Informational only) Email Email jliddicoat@solanocounty.com Department Head or Designee Jeff Liddicoat Email memcdonald@solanocounty.com County Counsel Reviewer Michael McDonald Email abennett@solanocounty.com HR Analyst (for Contract Employees) or Risk Management (for insurance changes) Alicia Bennett Email tdlukens@solanocounty.com CAO Analyst Tamara Lukens Email wfemlen@solanocounty.com Authorizing Signature (CAO/DH) Bill Emlen			



County of Solano Standard Contract

CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:
6566

SUBJECT ACCOUNT:
1121

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

GARY ELLIOTT

CONTRACT EMPLOYEE'S NAME

2. The Term of this Contract is:

July 1, 2024 through June 30, 2025

3. The maximum amount of this Contract is:

\$ 94,986

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 – Payment Provisions

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 1, 2024.

CONTRACT EMPLOYEE	COUNTY OF SOLANO
GARY ELLIOTT	 William Emlen (Jun 26, 2024 09:25 PDT)
CONTRACT EMPLOYEE'S NAME	AUTHORIZED SIGNATURE DATED
<i>Gary Elliott</i>	BILL EMLEN
SIGNATURE	COUNTY ADMINISTRATOR
DATED	TITLE
107 ROLLING SAGE CIRCLE	530 UNION AVENUE, SUITE 100
ADDRESS	ADDRESS
VACAVILLE CA 95688	FAIRFIELD CA 94533
CITY STATE ZIP CODE	CITY STATE ZIP CODE
	Approved as to Content:
	 DEPARTMENT HEAD OR DESIGNEE DATED
	 HUMAN RESOURCES DIRECTOR DATED
	Approved as to Form:
	 Michael McDonald (Jun 11, 2024 11:34 PDT)
	COUNTY COUNSEL DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACT EMPLOYEE SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Assist the Sheriff's Office with the continued rollout of updated departmental policies and procedures using Lexipol.
 - A. Facilitate planning meetings with the appropriate Compliance Division staff related to the organization of the Lexipol policies and departmental procedures that best meet department needs.
 - B. Create workgroups consisting of subject matter experts necessary to properly customize policy and procedures.
 - C. Facilitate workgroups to review, revise, and research issues related to policy customization and development of related procedures.
 - D. Facilitate the policy updates within the Lexipol system.
 - E. Facilitate the revision development and review of related procedures.
 - F. Facilitate executive management approval of proposed Lexipol policies.
 - G. Assist in facilitating County Counsel and Human Resources' review of Sheriff's Office policy. This could include direct involvement with addressing union concerns.
 - H. Assist with implementing approved policies and procedures.
2. Meet with executive and senior management (i.e., Sheriff, Undersheriff, Director of Administrative Services, and Captains) to provide technical assistance in the areas of policy and procedures and employee improvement.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Contract Employee shall abide by and comply with all Sheriff's Office policies and procedures.
2. Provide guidance and supervise Contract Employee.

EXHIBIT B
CONTRACT EMPLOYEE
BUDGET DETAIL AND PAYMENT PROVISIONS

1. HOURLY WAGE RATE

The County agrees to pay the prevailing hourly wage rate equivalent to Step 5 of a Lieutenant-Sheriff and Contract Employee shall not work in excess of twenty-nine (29) hours per week.

2. EMPLOYER PAID PAYROLL RELATED COSTS

Contract Employee is a “retired annuitant” and as such, County shall only be responsible for the applicable Employer-paid payroll costs of FICA.

3. TRAINING

County shall compensate Contract Employee for time spent attending County-sponsored trainings.

4. TRAVEL COSTS

Subject to the prior approval of County, County will reimburse Contract Employee for permitted travel costs, meals and lodging at the same rate paid to regular County employees if required for the performance of services under this Contract. Contract Employee must provide original receipts to County prior to repayment of any reimbursable expenses.

5. TOTAL COMPENSATION

Maximum compensation for consultation services shall not exceed amount in section 3 of the Standard Contract. Compensation shall include payment for services rendered in accordance with Exhibit A.

Contract Employee shall not be entitled to, nor receive from the County, any additional consideration, compensation, wages, or other remuneration for services rendered under this Contract other than that which is set forth in this Exhibit B. The Contract Employee is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of hours that shall be required.

6. METHOD OF PAYMENT

Upon biweekly submission of a timesheet by Contract Employee, and upon approval by County, the County will pay Contract Employee through the County biweekly payroll system in accordance with this Exhibit B for fees and expenses incurred in the prior two weeks. The timesheet must reflect itemized hours worked by case.

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR CONTRACT EMPLOYEES

1. CLOSING OUT

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

2. TIME OF PERFORMANCE

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

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

3. EMPLOYMENT STATUS

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

B. Contract Employee 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, Contract Employee is subject to the direction and control of County as to when, where and in what manner Contract Employee's services shall be performed.

E. Contract Employee shall serve solely pursuant to the terms and conditions this Contract. Contract Employee expressly waives any right to a pre-termination or post-termination notice or hearing whether under state, federal or local rules or regulations.

F. Contract Employee agrees that s/he has no right or claim to employment with County after the termination of his/their services under this Contract. Contract Employee 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 Contract.

G. County shall provide such office space, supplies, equipment, vehicles, reference materials and/or telephone service as is necessary for Contract Employee to provide services under this Contract.

4. MODIFICATION AND TERMINATION

A. This Contract may be modified only by a written amendment signed by the County and Contract Employee.

B. This Contract may be terminated by County or Contract Employee, at any time, with or without cause, upon 7 days written notice one to the other.

5. REPRESENTATION

A. County relies upon Contract Employee's professional ability and training as a material inducement to enter into this Contract. Contract Employee represents that his/their 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 Contract Employee's work shall not constitute a waiver or release of Contract Employee from professional responsibility.

B. Contract Employee further represents that s/he possesses current valid appropriate licensure, including, without limitation, driver's license or professional license, required to render services under this Contract.

6. BEST EFFORTS

Contract Employee represents that s/he will at all times faithfully, industriously and to the best of his/their ability, experience and talent, perform to County's reasonable satisfaction.

7. INSURANCE

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

8. INDEMNIFICATION

A. County shall indemnify Contract Employee against all claims, losses and damages arising out of Contract Employee's performance to the extent that Contract Employee would be entitled to indemnification if Contract Employee were a regular, full or part-time County employee.

B. If applicable, Contract Employee 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.

9. RESPONSIBILITIES OF CONTRACT EMPLOYEE

A. Contract Employee represents that s/he possesses the required skills necessary to perform the work under this Contract and County relies upon such skills. Contract Employee pledges to perform his/their work in a skillful and professional manner. County's acceptance of Contract Employee's work does not constitute a release of Contract Employee from professional responsibility.

B. Contract Employee verifies that s/he has reviewed the scope of work to be performed under this Contract and agrees that in his/their professional judgment, the work can and shall be completed within the maximum amount set forth in this Contract.

C. Contract Employee acknowledges Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.

D. Contract Employee further recognizes, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

E. Contract Employee agrees to adhere to the provisions of Title VI and agrees to conduct him/herself in a manner consistent with Title VI; without regard to race, color, and national origin and is committed to ensuring that no person is excluded from participation in, or denied the services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

10. CHILD/ADULT ABUSE

Contract Employee represents 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.

11. COMPLIANCE WITH LAW

Contract Employee shall comply with all federal, state and local laws and regulations applicable

to his/their performance.

12. CONFIDENTIALITY

Contract Employee represents that s/he is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. Contract Employee shall maintain the confidentiality of any information regarding clients (or their families) receiving Contract Employee'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 Contract, and then only to those persons having responsibilities under this Contract.

13. CONFLICT OF INTEREST

A. Contract Employee represents that s/he has no interest and shall not acquire any interest, direct or indirect, which conflicts with the performance of his/their services. [Contract Employee agrees to file a Statement of Economic Interest as specified in the Department of Health and Social Services Conflict of Interest policy.]

B. Contract Employee 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.

14. DRUG FREE WORKPLACE

Contract Employee represents 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.

15. HEALTH AND SAFETY STANDARDS

A. Contract Employee 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. Contract Employee acknowledges receipt of all health and safety information and training.

16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contract Employee represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

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

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

19. CHANGES AND AMENDMENTS

A. County may request changes in Contract Employee's scope of services. Any mutually

agreed upon changes, including any increase or decrease in the amount of Contract Employee's compensation, shall be effective when incorporated in written amendments to this Contract.

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

20. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile or PDF copies shall be deemed to be original copies.

21. ENTIRE CONTRACT

This Contract, 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 Contract Employee other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SERVICE LOCATION

Contract Employee shall perform services primarily at 512 Clay St, Fairfield, CA with an option for remote work. Notwithstanding the preceding sentence, should Contract Employee be required to travel within the State of California and/or outside the State, Contract Employee shall obtain pre-approval from County before all travel and perform services at the site-specific location.

2. ADDITIONAL CONTRACT EMPLOYEE REQUIREMENTS

A. Compliance

Contract Employee shall abide by and comply with the policies and procedures of the County and the Sheriff's Office.

B. Areas of Knowledge

Contract Employee shall maintain a working knowledge of:

- (1). Federal and State legislation, laws and regulations that impact the Sheriff's Office;
- (2). Policy and Procedure principles;
- (3). Best practices for law enforcement programs including custody of inmates;
- (4). Civil Service rules;
- (5). Personnel improvement programs and employee development; and
- (6). Disciplinary process.

C. Availability

Contract Employee shall perform services during normal business hours, Monday through Friday, excluding holidays, 8:00 a.m. through 5:00 p.m. (Pacific Standard Time).

D. Files

Contract Employee shall maintain all information and documentation gathered or produced in their performance of this Contract on the Sheriff's SharePoint site and/or select files.

E. Equipment

Contract Employee shall safeguard any County equipment issued for their use.

F. Training

Contract Employee shall participate in County-sponsored training or workshops recommended by the Sheriff or his designee (e.g., Ethics for Employees, Sexual Harassment, Customer Service). They will attend trainings to ensure county requirements, directives, and goals are understood and incorporated.

3. PUBLIC STATEMENTS

Contract Employee may not make public statements related to County applicants or County employees involved in critical incidents without first consulting with County. County shall initiate all press releases.

4. CONTRACT MONITORING

Contract Employee shall meet quarterly with Sheriff or designee to review services provided in relation to scope of Contract.

5. CLEARANCE REQUIREMENTS

While inside any County facility, Contract Employee must wear an authorized identification badge that includes a photo in a visible manner. Their failure to display their ID badge Contract Employee may be denied access to the facility.

6. EMERGENCY AUTHORITY

In an emergency situation at the County facility, Contract Employee on the premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the

facility grounds.

7. REPORT ACCIDENTS AND UNSAFE CONDITIONS

Contract Employee shall report any accident or unsafe condition to County immediately as Contract Employee becomes aware.

Sheriff-6566-07-2024-Gary Elliott

Final Audit Report

2024-06-26

Created:	2024-06-11
By:	Erika Manuel (esmanuel@solanocounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACHmhixZQtCy3AMtSuuKImXQzoi1bgm5y

"Sheriff-6566-07-2024-Gary Elliott" History

-  Document created by Erika Manuel (esmanuel@solanocounty.com)
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-  Document emailed to Jeff Liddicoat (jliddicoat@solanocounty.com) for signature
2024-06-11 - 5:08:51 PM GMT
-  Email viewed by Jeff Liddicoat (jliddicoat@solanocounty.com)
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-  Document e-signed by Jeff Liddicoat (jliddicoat@solanocounty.com)
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-  Document emailed to Lisa Donahue Sheriff - 6560 (LMDonahue@solanocounty.com) for signature
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-  Document emailed to Michael McDonald (MEMcDonald@SolanoCounty.com) for signature
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2024-06-20 - 0:27:51 AM GMT

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 Document approved by Alicia Draves (amdraves@solanocounty.com)

Approval Date: 2024-06-26 - 1:50:42 AM GMT - Time Source: server

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Signature Date: 2024-06-26 - 4:25:19 PM GMT - Time Source: server

 Agreement completed.

2024-06-26 - 4:25:19 PM GMT