



**County of Solano  
Standard Contract  
Contract Employee**

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

BUDGET ACCOUNT:  
**8612**

SUBJECT ACCOUNT:  
**1121**

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

**KEVIN GORDON**

CONTRACT EMPLOYEE'S NAME

2. The Term of this Contract is:

**May 16, 2025 through June 30, 2027**

3. The maximum amount of this Contract is:

**\$284,804**

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




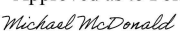
Exhibit B – Payment Provisions

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

Exhibit D-1 – Affirmation of Understanding

**This Contract is made on May 12, 2025.**

CONTRACT EMPLOYEE	COUNTY OF SOLANO
<b>KEVIN GORDON</b>	
CONTRACT EMPLOYEE'S NAME	AUTHORIZED SIGNATURE DATED
 <small>Kevin Lee Gordon (Apr 24, 2025 15:56 PDT)</small>	<b>BILL EMLN</b>
SIGNATURE	<b>COUNTY ADMINISTRATOR</b>
	TITLE
<b>118 SMOKEY HILLS DRIVE</b>	<b>530 UNION AVENUE, SUITE 100</b>
ADDRESS	ADDRESS
<b>VALLEJO</b> <b>CA</b> <b>94589</b>	<b>FAIRFIELD</b> <b>CA</b> <b>94533</b>
CITY STATE ZIP CODE	CITY STATE ZIP CODE
	Approved as to Content:
	 04/24/2025
	DEPARTMENT HEAD OR DESIGNEE DATED
	 04/29/2025
	HUMAN RESOURCES DIRECTOR DATED
	Approved as to Form:
	
	COUNTY COUNSEL DATED

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A  
CONTRACT EMPLOYEE  
SCOPE OF WORK**

**CONTRACT EMPLOYEE SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. Serve as Custody Chaplain, providing mandated religious services to Solano County Justice-Involved (JI) Persons in accordance with Section 4027 of the California Penal Code and requirements from the Board of State and Community Corrections under Title 15 of the California Code of Regulations. Notwithstanding the preceding sentence, Contract Employee shall first shadow the current Custody Chaplain for two months to gain an understanding of the Chaplaincy program (Program) including a general overview of the Program and its requirements.
2. In collaboration with Custody staff, coordinate religious interfaith and multi-denominational volunteer recruitment efforts to ensure County complies with religious and spiritual care requirements.
3. Promote positive spiritual, moral, and emotional development of JI Persons through including, but not limited to, individual and group counseling, workshops, prayer, inspirational reading and study material.
4. Provide all faith groups with reasonable opportunities to worship and JI Persons the chance to exercise their religious freedom.
5. Coordinate religious programming and scheduling including the use of interfaith and multi-denominational volunteers.
6. Respond or coordinate a response from religious volunteers for the following:
  - A. Respond to all calls for emotional assistance from JI Persons experiencing a tragedy or serious family issues, providing pastoral and/or grief counseling to JI Persons.
  - B. Respond to all after hours calls deemed an emergency by the Custody Captain or designee. Response may require on-site presence.
  - C. Visit JI Persons and/or their family members that have been hospitalized locally.
7. Under the County's Religious Personal Ethical Diet (RPED) Program, review all religious diet requests for propriety, approve requests deemed valid, and forward approved request to Custody's medical provider for approval.
8. Respond timely to all religious-related grievances addressing complaints and concerns of JI Persons. Work with Custody staff as needed to resolve issues.
9. Upon notification of the death of a JI Person's family member, gather the appropriate information from family members, local agencies, and the funeral home. Then notify the JI Person of the death, providing comfort.
10. Maintain a good working relationship with representatives of various local faith communities, coordinating visits from church officials and leaders and encouraging community participation in facility programs.

11. Coordinate JI Persons' marriage ceremonies held in the jail facility, working with Custody staff to provide event security.
12. Maintain a library of multi-denominational religious books, literature, pamphlets, and study workbooks. Contract Employee shall periodically review library inventory and recommend new purchases in consideration of JI Persons' requests.
13. Assist with applicable fiscal matters including, but not limited to, budget preparation and oversight and the coordination of purchase and receipt of goods.
14. Review, recommend and assist with updating religious program policies and procedures by clarifying issues involving faith practices, religious articles, religious diets, headwear, clothing, grooming, and other religious matters specific to jail settings.
15. Prepare monthly activity reports and meet monthly with the Criminal Justice Program Services Manager to discuss recent activities, upcoming activities, inmate issues, barriers to service, and other related matters.
16. When approved by County, attend selected education and training conferences, seminars, or workshops. The preceding sentence does not preclude Contract Employee, at Contract Employee's expense, from attending other trainings for their personal education or growth.
17. When requested, and at Contract Employee's sole discretion, attend various functions (e.g., funerals, graduations, promotions, award ceremonies, and social events) offering invocations and benedictions.

**COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

1. Establishment of institutional religious programs.
2. Provide Contract Employee with access to jail facilities and JI Persons for Contract Employee to fulfill their responsibilities under this Contract.
3. Provide Contract Employee with a photo ID badge.
4. Provide Contract Employee with current applicable Sheriff's and County policy and procedures.
5. When needed, provide a reasonable accommodation for JI Persons to attend a scheduled religious activity.
6. Assist Contract Employee with religious volunteer recruitment efforts.
7. In response to emergency calls, calls for emotional assistance, or hospital visits, the Custody Captain or designee shall contact Contract Employee to respond to the situation.
8. Work with the Contract Employee and the County's inmate medical provider to determine appropriateness of RPED.
9. Notify Contract Employee of the death of a JI Person's family member.
10. Assist Contract Employee with coordinating JI Persons' marriage ceremonies and security.

11. Purchase religious materials including, but not limited to, Bibles, books, literature, and study aids.
12. Request Contract Employee attend various functions to offer invocations and benedictions.
13. Work with Contract Employee to establish, update and implement jail facility religious policies and procedures.
14. Criminal Justice Programs Services Manager shall conduct monthly meetings with Contract Employee and provide oversight and guidance.

**EXHIBIT B**  
**CONTRACT EMPLOYEE**  
**PAYMENT PROVISIONS**

**1. COMPENSATION**

Maximum compensation shall not exceed amount in section 3 of the Standard Contract. Compensation shall include payment for services rendered in accordance with Exhibit A, and payable at the Contract Employee rates enumerated below:

**A. Hours**

Contract Employee is anticipated to work up to 40 hours per week or 4,440 total hours (280 hours for FY2024/25, 2,080 hours for FY2025/26, and 2,080 hours for FY2026/27).

**B. Hourly Rate**

Contractor's hourly rate is \$40.00 and is firm for the duration of the initial Contract period.

**C. Wages and Employer-paid payroll related costs**

Based on anticipated hours worked and hourly rate, expected wages are enumerated below along with all applicable employer-paid payroll related costs.

ER Paid Benefit	FY2024/25	FY2025/26	FY2026/27	Totals
Wages (\$40/hr)	\$ 11,200	\$ 83,200	\$ 83,200	\$177,600
FICA/MediCare	\$ 857	\$ 6,365	\$ 6,365	\$ 13,586
Retirement	\$ 3,539	\$ 27,107	\$ 27,955	\$ 58,601
Medical (EE only)	\$ 2,560	\$ 15,453	\$ 17,004	\$ 35,017
<b>TOTALS</b>	<b>\$ 18,156</b>	<b>\$132,124</b>	<b>\$134,524</b>	<b>\$284,804</b>

**D. Education and Training Costs**

County shall pre-pay for any registration and related travel costs (e.g., airfare, hotel, rental car, and meal per diem expenses) for County-approved conferences, seminars, and training workshops. In the event Contract Employee has to personally pay for one or more expenses, County will reimburse Contract Employee for those allowable expenses.

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 listed above.

**2. LEAVE ACCRUALS**

Contract Employee shall not accrue vacation leave or paid time off; however, Contract Employee shall accrue sick leave over the term of the Contract, at County accrual rates then in-effect.

**3. 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.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS FOR CONTRACT EMPLOYEES**

**1. 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.

**2. EMPLOYMENT STATUS**

A. It is expressly understood that Contract Employee is a contract employee and not an independent contractor 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/her 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.

**3. 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.

**4. 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/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 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.

**5. BEST EFFORTS**

Contract Employee represents 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.

**6. 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.

**7. 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.

**8. 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/her 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/her 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.

**9. 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.

**10. COMPLIANCE WITH LAW**

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

**11. 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.

**12. 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/her 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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  
CONTRACT EMPLOYEE  
SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT EXTENSION**

County reserves the right to extend Contract for an additional period or periods of time up to a total contract term of no more than five years, provided that County notifies Contract Employee in writing of its intention to do so at least sixty (60) days prior to the contract expiration date.

**2. CHAIN OF COMMAND**

Contract Employee shall report directly to the Sheriff's Office Criminal Justice Program Services Manager.

**3. ADDITIONAL CONTRACTOR REQUIREMENTS**

**A. Time of Performance**

Notwithstanding section 1 of Exhibit C, Contract Employee may come in contact with Solano incarcerated persons while working in County facilities shall complete the following prior to start of services:

- (1) A site clearance conducted by the Sheriff's Office to include a background check and LiveScan where County is named to receive Department of Justice clearance and updates.
- (2) All training requirements related to Prison Rape Elimination Act.
- (3) Execution of Solano County Sheriff's Office Affirmation of Understanding policy governing communications and interpersonal relations between Contractor and inmates.

**B. Licensure and Certifications**

For the duration of the Contract, Contract Employee must possess and maintain in good standing a valid State of California driver's license.

**C. Religious Services**

- (1) By entering into this Contract, County does not endorse or sponsor, either expressed or implied, any particular religion, creed, or belief. Accordingly, Contract Employee's promotion or disparagement of any religion, creed or belief or discrimination against any recipient of services on the grounds of religious belief shall constitute cause for immediate termination of this Contract.
- (2) Contract Employee may not require adherence to a particular religion as a condition for receiving services under this Contract and no recipient will be discriminated against nor denied services due to his or her belief in any religion, creed or belief.
- (3) Contract Employee shall provide the services enumerated in Exhibit A with no direct, immediate or substantial effect of promotion or disparagement of religious purposes.

**D. Areas of Knowledge**

- (1) Maintain a working knowledge of diverse religious faiths to include standards and practices of the religions. Contract Employee shall make use of religious volunteers to compliment Contract Employee's understanding.
- (2) Be familiar with the Religious Land Use and Institutionalized Persons Act (RLUIPA) and how the standards apply to jail settings.

**E. Hours of Service**

Contract Employee shall work up to forty (40) hours per week based on an agreed upon schedule. Notwithstanding the preceding sentence, Contract Employee's work schedule shall be fluid to allow

Contract Employee, at Contract Employee's discretion, the flexibility to make themselves available after hours and weekends to respond to an emergency, provide emotional assistance to JI Persons experiencing a tragedy, visit JI Persons or their family members that have been hospitalized, and attend various functions (e.g., funerals, graduations, promotions, award ceremonies, and social events).

**F. Communications**

For all communications, both oral and written, maintain confidentiality as required by laws or regulations as JI Persons should be given assurance that all communications are considered confidential and privileged. Notwithstanding the preceding sentence, where the content of such communication reveals danger to staff and/or other JI Persons or is related to abuse requiring a mandated reporter to report, Contract Employee shall report communication to the appropriate party. JI Persons shall be informed of the exceptions to confidentiality upon initiation of communication with Contract Employee, or as soon thereafter as reasonably practicable.

**G. Religious Materials**

If applicable, Contract Employee warrants that Contract Employee holds all copyrights to religious curricula or has express permission to use copyrighted materials.

**H. Files**

Contract Employee shall maintain all information and documentation gathered or produced in Contract Employee's performance of this Contract with the Sheriff's Office.

**I. Equipment**

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

**J. 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, etc.).

**K. Compliance**

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

**4. PUBLIC STATEMENTS**

Contract Employee may not make public statements related to County business without first consulting with County. County shall initiate all press releases.

**5. CONTRACT MONITORING**

Contract Employee shall on an as needed basis meet with the Sheriff's Office Criminal Justice Program Services Manager or designee to review services provided in relation to scope of the Contract.

**6. CLEARANCE REQUIREMENTS**

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

B. Contract Employee that is suspected of being under the influence of alcoholic beverages or drugs will be denied access to the facility.

- C. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, or drugs.

**7. 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.

**8. REPORT ACCIDENTS AND UNSAFE CONDITIONS**

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

**9. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT**

Without the express written consent of County, Contract Employee shall not use County facilities and equipment for any purpose outside the scope of this Contract.