**CONTRACT FOR PROFESSIONAL SERVICES**
**COUNTY OF SAN LUIS OBISPO**

THIS Contract entered into by and between the County of San Luis Obispo, a public entity in the State of California, hereafter "County" and James Voge, an individual, hereafter "Contract Employee".

**WITNESSETH**

**WHEREAS**, County has a need for special services, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, Contract Employee is specially trained, experienced, expert, and competent to perform such special services.

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Retention of Services. County hereby engages Contract Employee to perform, and Contract Employee hereby agrees to perform for County, the services set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.

2. Compensation. Contract Employee shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.

3. Effective Date and Duration. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.

4. General Conditions. Contract Employee and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D, and incorporated herein by reference.

5. Special Conditions. Contract Employee and County shall comply with the Special Conditions attached hereto as Exhibit E, and incorporated herein by reference. In the event of conflicts between the conditions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

IN WITNESS WHEREOF County and Contract Employee have executed this Contract on the day and year hereinabove set forth.

CONTRACT EMPLOYEE
Tax ID # Held in Confidential File

By: _____
James Voge

Dated: 4-5-13

APPROVED AS TO FORM
(Requires Waiver of Contract Employee Policy)

RITA L. NEAL
COUNTY COUNSEL

By: _____
Deputy County Counsel

Dated: 4/2/13

COUNTY OF SAN LUIS OBISPO
A public entity in the State of California

The County's signature on this Contract is authorized by action taken by the Board of Supervisors for the County of San Luis Obispo on _____.

By: _____
Chair, Board of Supervisors

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

**CONTRACT FOR PROFESSIONAL SERVICES**
**EXHIBIT A – Contract Employee**
**SCOPE OF SERVICES**

1. **Scope of Services:** In accordance with the provisions of the Contract, Contract Employee shall provide the following services:

   A. Pursuant to this Contract, Contractor shall provide to County the following special services:

      1. Receipt and investigation of citizen complaints.
      2. Responsible for documenting use of force incidents and computer tracking of complaints of misconduct.
      3. Trains supervisors on policy and procedures related to the above.

2. **Hours of Service.**
   Contract Employee is to provide services described in paragraph 1 above, authorized by the Sheriff or his designee. The hours worked in any capacity are to be mutually agreed upon by both the Contract Employee and Sheriff or his designee.

3. **Office Space.**
   County will provide necessary space for Contract Employee for the performance of the professional services under the Contract.

**CONTRACT FOR PROFESSIONAL SERVICES**
**EXHIBIT B – Contract Employee**
**COMPENSATION**

1. **Compensation.**

Payments for services as performed by Contract Employee, pursuant to this Contract, shall be at the rate of sixty-six ($66.00) dollars per hour; which includes compensation for pre-authorized travel related to the performance of duties. County shall pay Contract Employee within the regularly scheduled biweekly cycle for County employees.

2. **Billing and Payment Procedure.**

Contract Employee shall submit to the County, on a weekly basis, a statement of dates and numbers of hours of hourly services. Contract Employee shall not bill any person or entity other than the County for any professional services performed pursuant to this Contract. All billings and collections for such services will be the sole responsibility of the County. All funds collected with respect to services provided within the purview of the Contract shall be exclusive property of County, and sole compensation to Contract Employee shall be as hereinabove provided.

3. **Withholding from Contract Employee's Compensation.**

Considering Contract Employee's status as a Contract Employee of the County, Contract Employee and County shall make the following payments for the following purposes:

a. County shall withhold from Contract Employee and pay to the United States Internal Revenue Service and the California Franchise Tax Board those amounts of federal and State withholding taxes, which County would be obligated to withhold and pay if Contract Employee were a civil service employee of County. Contract Employee's compensation shall be reported at the end of the year using Form W-2.
b. County shall withhold from Contract Employee and pay to the appropriate federal agency those amounts, which County would be obliged to withhold and pay under the Federal Insurance Contributions Act (FICA) as Contract Employee is in the status of being a Contract Employee with the County. County shall also pay to the appropriate federal agency those amounts, which County is obligated to pay as an employer under FICA, the same as if Contract Employee were a civil service employee of the County.
c. County shall pay to the appropriate federal agency those amounts, which County would be obligated to pay as an employer under the Federal Employment Tax Act the same as if Contract Employee were a civil service employee of County.
d. County shall, at its sole expense, provide Worker's Compensation coverage with respect to Contract Employee's services under this Contract.
e. County defines the total payable under the terms of this Contract as considered to be payment in full.

County and Contract Employee agree that Contract Employee's status is that of a Contract Employee entitled only to the Contractual rights specified in this Contract and is not entitled to rights of a civil service employee.

**CONTRACT FOR PROFESSIONAL SERVICES**
**EXHIBIT C – Contract Employee**
**TERM OF CONTRACT**

1. **Effective Date.**
   Contract shall be effective as of the date this Contract is signed by the Board of Supervisors for the County of San Luis Obispo, and County shall be the last to sign.

2. **Service Date.**
   Services shall commence on or after July 1, 2013, and shall continue through the duration date of this contract.

3. **Duration Date.**
   This Contract shall remain in effect from the effective date stated above until June 30, 2014.

**CONTRACT FOR PROFESSIONAL SERVICES**
**EXHIBIT D – Contract Employee**
**GENERAL CONDITIONS**

1. **Contract Employee.**

Contract Employee shall be deemed to be a contract employee of the County. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship or a joint venture relationship. The services to be provided by Contract Employee shall be provided in a manner consistent with all applicable standards and regulations of the profession governing such services.

2. **No Eligibility for Fringe Benefits.**

Contract Employee understands and agrees that he is not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, collective bargaining rights, grievances, appeals to the Civil Service Commission or for any other benefit which accrues to a County employee. The only performance and rights due Contract Employee are those specifically stated in this Contract.

3. **Warranty of Contract Employee.**

Contract Employee warrants that Contract Employee will at all times, to the extent required by law, be properly certified and licensed under the local, State and federal laws and regulations applicable to the provision of services herein.

4. **Non-Assignment of Contract.**

Inasmuch as this Contract is intended to secure the specialized services of the Contract Employee, Contract Employee shall not delegate, assign, or otherwise transfer in whole or in part his rights or obligations under this Contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

5. **Entire Agreement and Modifications.**

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this contract. Contract Employee shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contract Employee specifically acknowledges that, in entering into and executing this Contract, Contract Employee relies solely upon the provisions contained in this Contract and no others.

6. **Governing Law.**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.

7. **Severability**.

The Contract Employee agrees that, if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken; and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

8. **Nondiscrimination**.

Contractor agrees that it will abide by all federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

9. **Notices**.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally-recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Ian S. Parkinson, Sheriff-Coroner
1585 Kansas Avenue
San Luis Obispo CA, 93405

And to Contract Employee at:

James Voge
3200 Bradford Circle
Cambria CA 93428

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

10. **Headings.**

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

11. **Waiver**.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial

exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

**12. Conflict of Interest.**

Contract employee acknowledges that Contract Employee is familiar with the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contract Employee certifies that Contract Employee is unaware of any financial or economic interest relating to this Contract. Contract Employee agrees to comply with the requirements of Government Code section 87100 et seq. during the term of this Contract.

**CONTRACT FOR PROFESSIONAL SERVICES**
**EXHIBIT E – Contract Employee**
**SPECIAL CONDITIONS**

**1. Termination for Cause**

If the County determines that there has been a material breach of this Contract by Contract Employee that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contract Employee:

a. Contract Employee fails to perform his duties to the satisfaction of the County; or
b. Contract Employee fails to fulfill in a timely and professional manner his obligations under this Contract; or
c. Contract Employee fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County.

All obligations to provide services shall automatically terminate on the effective date of termination.

For all other breaches of this Contract, County must give Contract Employee written notice setting forth the nature of the breach. If Contract Employee fails to remedy said breach within 10 (ten) days from the date of the written notice, County may terminate the Contract. Contract Employee shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contract Employee, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contract Employee regarding said breach, including staff time.

**2. Termination for Convenience**

Either party may terminate this Contract at any time by giving to the other party 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contract Employee shall be paid for all work satisfactorily completed prior to the effective date of said termination.

**3. Records**

Contract Employee shall keep complete and accurate records of the services performed, program compliance, and outcome measurements pursuant to the Contract and shall make such records available to County within five working days of receipt of a request for inspection.

**4. Accounting for Travel and Lodging**

In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for County employees on official business.

**5. Insurance Provided by County**

Contract Employee shall be covered under County professional and comprehensive liability insurance policies for those services performed pursuant to this Contract, subject to any exceptions listed in that policy.

**6. Other Employment**

Contract Employee shall retain the right to provide professional services to another agency or individual; subject, however, to the conditions that:

a. Such other employment shall not conflict with the duties, nor the time periods within which to perform those duties, described in this Contract;
b. The insurance coverage provided herein is in no way applicable to any other employment or services not expressly set forth in this Contract.

**7. Copyright**

Any reports, documents, or other materials produced in whole or part under this Contract shall be the property of the County and shall not be subject to an application for copyright by or on behalf of Contract Employee without the prior written approval of the County.

**8. Power to Terminate**

The Sheriff may effectuate termination of this contract without the need for action, approval, or ratification by the Board of Supervisors.