

RESOLUTION NO. 4280

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONTRACT FOR SERVICES AGREEMENT FOR EVIDENCE ROOM OPERATION
AT THE SOLEDAD POLICE DEPARTMENT**

WHEREAS, City has an immediate need to maintain services for the Soledad Police Department Evidence Room; and

WHEREAS, Carol Ann Gonzales, a retired police officer, has indicated her willingness to provide City with the desired services.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the "Contract for Services Agreement" for evidence room operation at the Soledad Police Department between the City and Carol Ann Gonzales, a draft copy of which is attached hereto as Exhibit "A", is hereby approved as to general substance and form and the City Manager is hereby authorized and directed to execute the same once the document has been put into final form by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 3rd day of September 2008, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Patricia Stephens, Mayor Richard Ortiz

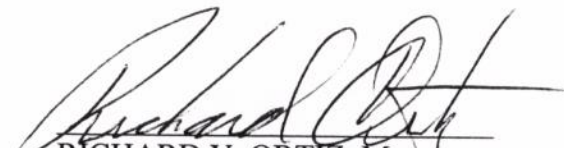
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: Juan Saavedra, Mayor Pro Tem Christopher Bourke

ATTEST:


ADELA P. GONZALEZ, City Clerk


RICHARD V. ORTIZ, Mayor

CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is made at Soledad, California, as of July 1, 2008, by and between the CITY OF SOLEDAD, a municipal corporation ("City"), and Carol Anne Gonzales ("Contractor"), who agree as follows:

1. **SERVICES.** Contractor shall provide to City administrative services directly related to evidence stored by the Soledad Police Department, including but not limited to purging of evidence, organizing storage of evidence, reporting and recording of evidence, review of correspondence, telephone duties, as well other duties at the direction of the Chief of Police as those duties pertain to the storage of evidence and the facility.

2. **MANNER OF PERFORMANCE OF SERVICES.** Contractor shall perform contractual services on a part-time basis pursuant to a schedule mutually agreeable to the parties.

3. **TERM.** Contractor shall provide services to the City of Soledad on an as needed on-call basis, for a term not to exceed nine hundred (960) hours. The services to be provided under this Agreement may be terminated without cause at any point in time by either party with ten (10) days written notice.

4. **PAYMENT.** City shall pay Contractor \$25.00 per hour for services to be performed. City shall be responsible for keeping track of all hours worked. The hourly sum set forth herein shall be the total compensation, which the City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. Payment shall be made in accordance with the Accounts Payable schedule.

5. **WORK FACILITIES.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall not be afforded any of the rights and benefits provided to City's employees by City rule, regulation or policy. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement; however City shall not have the absolute right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

6. **CONTRACTOR NO AGENT.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

7. **STANDARD OF PERFORMANCE.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All instruments of service of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and work-person like manner, and conform to the standards of quality normally observed by a person practicing in Contractor's profession.

8. **HOLD HARMLESS.** Contractor shall hold harmless the City, its officers, officials, directors, employees and agents from and against any and all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of the services described herein. This paragraph shall not be construed to exempt City, its employees and officers from their own fraud, willful injury or violation of law whether willful or negligent.

City shall hold harmless the Contractor from and against any all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of its obligations as described herein. This paragraph shall not be construed to exempt Contractor from fraud, willful injury or violation of law whether willful or negligent.

9. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by Soledad City Manager, Adela P. Gonzalez, ("Administrator").

Any written notice to Contractor shall be sent to:

**Carol Anne Gonzales
710 Neil Drive
Hollister, CA 95023**

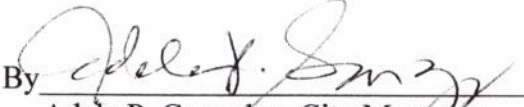
Any written notice to City shall be sent to:

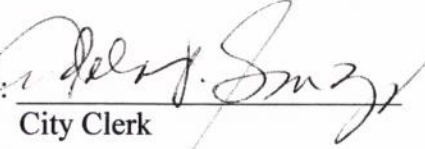
**City of Soledad
c/o Adela P. Gonzalez, City Manager
Post Office Box 156
248 Main Street
Soledad, California 93960**

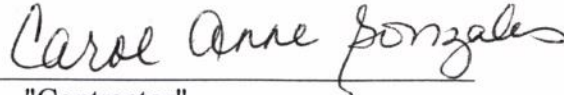
** SIGNATURES ON NEXT PAGE **

Executed as of the day first above stated:

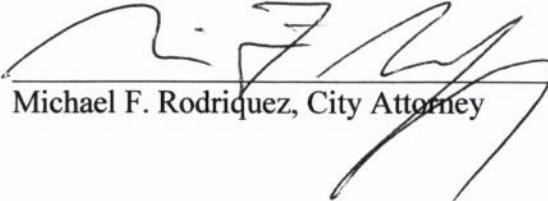
CITY OF SOLEDAD, a municipal corporation

By 
Adela P. Gonzalez, City Manager

Attest: 
City Clerk

By 
"Contractor"

Approved as to form:


Michael F. Rodriguez, City Attorney