

**Contract for Services: Investigations Analyst, County of Orange
Office of Independent Review**

This Agreement (“Agreement”) is entered into as of September 1, ~~2012~~ 2014 by and between the County of Orange (“County”) and John W. Harris (hereinafter referred to as “Harris” or “Investigations Analyst”) for the purpose of assisting the Executive Director of the Office of Independent Review (“OIR”) in the position of Investigations Analyst.

RECITALS

WHEREAS, the Board of Supervisors has, in Sections 1-2-225 and 1-2-226 of the Codified Ordinances of Orange County (“the OIR Ordinance”) established an Office of Independent Review (hereinafter “OIR”) to monitor, assist, oversee and advise the Orange County Sheriff-Coroner in the investigation of: (1) selected internal and citizen complaints in which it is alleged that peace officers and custodial officers employed by the County in the Sheriff-Coroner Department committed certain actions or inactions in the performance of their duties; and (2) selected incidents of death or serious injury occurring to persons while in the custody of employees of the Sheriff-Coroner Department; and

WHEREAS, the Executive Director of OIR has determined that his own ability to carry out the responsibilities of the Office would be enhanced by the contributions of an expert in various facets of law enforcement; and

WHEREAS, Harris has been determined to be uniquely qualified to serve as such a resource,

NOW THEREFORE, the County and Harris agree as follows:

1. Scope of Services – Investigations Analyst for the Office of Independent Review

Harris shall, during the term of this Agreement, serve as Investigations Analyst for the Office of Independent Review. In this capacity, he will assist the Executive Director in ensuring that OIR fulfills the various monitoring and review functions articulated in the OIR Ordinance.

He will act as a resource for the Executive Director ~~and/or other OIR attorneys~~ by performing the following services:

- a. Monitor, as necessary and appropriate, investigations arising from complaints or custodial deaths or injuries;
- b. Respond, as necessary and appropriate, to scenes of investigations;

- c. Have access to, and participate in, confidential meetings and proceedings in order to monitor cases in real time;
- d. Communicate with and advise Sheriff's Department investigators ~~so~~ as to help ensure a thorough, unbiased, and impartial fact-finding process and consistent and appropriate conclusions;
- e. Contribute to OIR's review and critique of completed investigations and conclusions emerging from the Sheriff's Department internal review processes~~;~~:-
- f. Serve as liaison between OIR and outside entities, including members of the public.

Harris acknowledges and agrees that the OIR is not authorized to engage in any conduct prohibited by state law or by Section 1-2-226(f) of the OIR Ordinance.

2. Term

Unless otherwise amended or terminated earlier as provided herein, the term of this Agreement shall be for the period commencing September 1, ~~2012~~ 2014 and extending to and including ~~August 31, 2013~~ June 30, 2015, subject to continuing appropriations ~~each~~ Fiscal Year by the Board of Supervisors.

Either Harris or the County, or the Executive Director on behalf of OIR, may cancel or terminate this Agreement, for any or no reason, by giving the other party 30 days written notice of such termination. The term of this Agreement may be renewed in the sole and exclusive discretion of the Board of Supervisors. ~~In the event that the County or Executive Director terminates this Agreement prior to the end of the Term set forth herein or any extensions or renewals thereof, Harris shall be paid, as a buyout of this Agreement, the lesser of two month's prorated Annual Compensation Amount (as defined in Section 3 below) or the prorated Annual Compensation Amount payable for the remainder of the term of this agreement.~~

3. Compensation and Expenses

Harris shall receive ~~an annual~~ a total compensation amount, ~~of \$91,800~~ not to exceed \$45,900, in ~~twelve~~ monthly payments of ~~\$7,650~~ \$4,590 during the ~~contract~~ Agreement period. ~~Harris will work on a part-time basis, at a rate of 0.60 Full-Time Equivalent (FTE).~~

Harris will also receive reimbursement for actual and necessary expenses incurred by Harris pursuant to this ~~a~~ Agreement, at the rates and terms applicable to County employees and in keeping with relevant County policies. These expenses shall not include mileage or other costs related to Mr. Harris's use of his personal vehicle for OIR business.

Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) working days after submission to and approval of an invoice by the County Executive Office, 333 W. Santa Ana Blvd., Santa Ana, California 92701.

Harris is required to maintain timesheets of his work and to provide a monthly summary of his activities to the Executive Director.

4. Access to Records and Confidentiality

In carrying out the duties of this position, Harris shall serve as an agent of the Executive Director, shall act at the direction of the Executive Director, and shall at all times perform with the purpose of furthering OIR's mission as counsel to the County of Orange and the Sheriff-Coroner. As such, the work of Harris shall fall within the ambit of OIR's "Special Legal Services" and shall be covered at all times by all the relevant attorney-client and work product privileges and protections.

Accordingly, Harris shall have access to such confidential records of the County, its departments and officers as may be material and relevant to performance of his services and responsibilities pursuant to this Agreement. The internal observations and determinations he makes in the course of his duties, including but not limited to those derived from his access to confidential records, shall be protected on an attorney-client basis. Harris recognizes and agrees that all formal and/or public communications regarding OIR's work and his own responsibilities shall be made under the guidance and with the prior approval of the Executive Director.

5. County's Contract Managers

The County of Orange County Executive Officer and County Counsel will serve as County's contract managers for purposes of this Agreement.

6. No Assignment or Delegation

The Agreement shall be deemed a Personal Services Contract, and thus shall not be assignable by Harris, in whole or in part. Any attempt to assign shall be void and confer no rights on any third parties.

All services and duties of the Investigations Analyst pursuant to this Agreement are solely the responsibility of Harris, and may not be delegated without the prior written consent of County and Executive Director. Any person not employed by the County whose services are utilized by Investigations Analyst, with such prior written consent, to

assist in the performance of Investigations Analyst's services pursuant to this Agreement shall, prior to performing any such services, execute an addendum to this Agreement, approved as to form by County Counsel, agreeing to the terms of this Agreement, including all requirements of confidentiality.

No person assisting Investigations Analyst shall have a criminal record of conviction of a felony or any crime of moral turpitude. Executive Director shall be responsible for all assisting staff within the Office of Independent Review.

7. Independent Contractor Status

Under the terms of this contract for services, Harris shall not be deemed for any purposes an employee of the County; nor shall he be entitled to any rights, benefits, or privileges of County employees.

Pursuant to the OIR Ordinance, the terms and conditions of this Agreement and the contracts of all professional staff of the OIR shall be set by the Board of Supervisors.

Harris shall comply with all federal, state, and local statutes, laws, and ordinances related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by him under this Agreement.

Harris represents and warrants to County, and County relies on such representation and warranty, that he has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. County and Harris understand and agree that he is wholly responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes as specified and/or requested by County pursuant to this Agreement.

8. Other Contracts; Avoidance of Conflicts

Pursuant to his Independent Contractor status, Harris reserves the right to enter into contracts with other law enforcement or other governmental agencies to perform law enforcement oversight services, consistent with his obligation to uphold in full the time commitments and work assignments described in this Agreement. Harris agrees to obtain the informed written consent of the Executive Director, which consent shall not be unreasonably withheld, before entering into such an outside contract.

9. Indemnification

In consideration of the benefit to County of the specialized assistance and independent review services to be provided by Harris pursuant to this Agreement, County agrees to indemnify, defend and hold Harris harmless from claims of liability resulting from acts and omissions of Harris in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if he was a County employee under Section 995 *et seq.*, of the California Government Code.

Except as specifically provided herein, Harris agrees to indemnify, defend and hold County, the Executive Director, and other OIR personnel harmless from any and all other claims of liability for damages of any nature whatsoever arising from or connected with acts or omissions of Harris, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of Harris by any person.

10. Office Space, Equipment and Support Staff

County agrees to provide Harris, at no cost to him, such office space, use of related equipment, and staff support and assistance during the term of this Agreement as may be mutually agreed upon by Harris and County's Contract Managers.

Any and all other office space, equipment and/or staff support and assistance utilized by Harris in providing services pursuant to this Agreement shall be the sole cost and responsibility of Harris.

11. Notices

Notices required or permitted pursuant to this Agreement shall be given in writing by personal delivery or deposit in the United States mail first class postage prepaid, addressed as follows:

To County: County Counsel
333 W. Santa Ana Blvd.
Santa Ana, California 92701

With a copy to:
County Executive Office
333 W. Santa Ana Blvd.
Santa Ana, California 92701

To Executive Director: Stephen Connolly
320 N. Flower Street, 2nd Floor

Santa Ana, California 92703

To Investigations Analyst: John W. Harris
320 N. Flower Street, 2nd Floor
Santa Ana, California 92703

The address for notice may be changed by County or Harris, as the case may be, by written notice to the other party as provided herein.

IN WITNESS WHEREOF, County and Harris have executed this Agreement on the below dates:

COUNTY OF ORANGE

Dated: _____ By: _____
John M. W. Moorlach Shawn Nelson
Chair of the Board of Supervisors

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. 25103, Reso 79-1535

Dated: _____
Susan Novak
Clerk of the Board of Supervisors
Orange County, California

INVESTIGATIONS ANALYST

Dated: _____ By: _____
John W. Harris

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By: _____
Deputy