

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Cadre Research Labs
ILLINOIS LLC**

This Agreement is entered into May 5, 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Cadre Research Labs ILLINOIS LLC, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Cadre Research Labs ILLINOIS LLC.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed three hundred two thousand one hundred five and thirty-one cents (\$302,105.31). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Tuesday, May 5, 2026 through Friday, August 10, 2029.

5. Termination

This Agreement may be terminated by Contractor or by the Sheriff Elective or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall apply only to the extent caused by Contractor's negligent acts, errors, omission, or willful misconduct, and shall not apply to the extent that such injuries or damage are caused by the negligence or willful misconduct of County and/or its officers, agents, employees, or servants.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions to the extent applicable to Contractor's operations under this Agreement before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability..... \$1,000,000
Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10.4. Special Insurance Requirements - Cyber Liability

Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
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If the work involves Contractor storing, processing, or having access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information within Contractor's network or control, the following insurance is required. For clarity, Contractor does not store or process County data within Contractor's network or control under this Agreement, and therefore this section 10.4 is not applicable.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion,

network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no

employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Samantha Dal Porto/Laboratory Director
Address: 50 Tower Road, San Mateo, CA, 94402
Telephone: (650) 312-5309
Email: SDalPorto@smcgov.org

In the case of Contractor, to:

Name/Title: Ryan Lilien/Chief Scientific Officer
Address: 500 Davis St, Suite 500, Evanston, IL 60201
Telephone: (312) 620-9958
Email: Ryan.Lilien@cadreforensics.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Cloud Computing Policy 2020

20.1. Overview

Cloud computing is defined as on-demand delivery of information technology (IT) resources through the Internet. Such services use a pool of shared resources to achieve economies of scale, provide greater flexibility, and support communication, collaboration, scheduling, sharing, and storage. In most cases, these services are provided on a contractual basis by a third-party vendor and essentially becomes an extension of the County's network. Security concerns in cloud computing include, but are not limited to:

- Loss of control over the maintenance and protection of the data
- Potential loss of privacy due to aggregation of data from other cloud consumers
- Reliance on vendor's services for the security of County data

20.2. Policy Purpose

The purpose of the Cloud Computing Policy is to safeguard the County's data and to mitigate any risks associated with utilizing cloud solutions. This policy outlines best practices to ensure that data will be properly stored and shared when using cloud computing services.

20.3. Scope

The scope of this policy includes all users of the County of San Mateo's network who uses cloud computing services, including vendors, contractors, volunteers, temporary staff, consultants, collectively known as Workforce Members, and any other party who provides services or works on the computer and/or network systems.

20.4. Policy

All cloud computing services shall undergo a security assessment, performed at the time of contract, including but not limited to: security controls, identity and authentication management, password management, auditing, and encryption capabilities. As part of the review process, all cloud services that are currently listed in the Federal Risk Authorization Management Program (FedRAMP) will undergo an abbreviated security review process. Cloud services that are not "FedRAMPed" will undergo a more in-depth security review process. Any cloud service's security level and trustworthiness must match the sensitivity of the data stored on that service. If there are circumstances that fall outside the ability to comply with and/or conform to County policies, an exception waiver may be required.

All cloud computing services must be reviewed and approved by the Chief Information Officer (CIO) or designee before purchase or deployment, including renewals. The CIO or designee has the right to deny the request and shall provide the reason(s) for doing so as well as alternatives so that a mutually agreeable solution can be developed.

The use of cloud computing services shall comply with all current laws and regulations as well as all County policies. All software stored in the cloud must comply with licensing agreements and copyright laws. Additionally, all internet domains (URLs) associated with County business shall be managed and registered through ISD.

20.5. Software as a Service

Software as a Service (SaaS) solutions must utilize latest version of Security Assertion Markup Language (SAML) authentication (WS-Federation and Okta's Secure Web Authentication (SWA) may be used in lieu of SAML) and integrate with the County's identity provider (currently Okta). Multi-factor authentication is required when the application is accessed from outside of the County's network. If solutions do not utilize SAML authentication or multi-factor authentication, a request for exception, signed by the Department Head, must be submitted to the CIO or designee, for approval. Note: The security assessment may result in a request for exception based on the results of the review and is not limited to the above-mentioned authentication processes.

The cloud environment shall also include a County-approved warning banner upon logon, if capable.

All software must be configured to have a lock-out session after fifteen (15) minutes of idle time. Full auditing, in coordination with ISD, must be enabled to allow for successful and unsuccessful account logon events, account management events, and system events. Audit logs, if performed by another organization, shall be shared with the County upon request or as stated in the underlying agreement. All audit logs must be stored for a minimum of one year.

Contingency plans for disaster recovery must be provided by the vendor in all SaaS solutions including a strategy to restore the data within a specified time frame.

Both vendor and County roles and responsibilities shall be clearly stated including enforcement mechanisms to meet the required service levels. All parties must also comply with Administrative Memorandum B-1.

The terms and conditions of termination shall be clearly defined along with the disposal and/or transfer of data.

20.6. Self-Provisioning Cloud Services

Self-provisioning cloud services, used to share, store, and/or manage data, present significant data management risks including compromised data, sudden loss of data or service, and changes to the terms of service without notice. Users of self-provisioning cloud services sign up for services through an end-user license at no monetary cost. These cloud computing services, including but not limited to Google Docs and DropBox may not be used for the storage, manipulation, or exchange of County-related data. Furthermore, cloud services shall not be used to store, process, share, or manage any data deemed to be sensitive or confidential, such as data related to the Health Insurance Portability and Accountability Act (HIPAA) or Personally Identifiable Information (PII) at any time.

20.7. Confidential Data

Cloud systems are subject to the same internal standards as those located on-premises. Confidential data may only be stored and managed through a secure vendor that has been approved by ISD as appropriate for confidential data.

All vendors shall comply with all County specified standards and requirements in addition to federal and state mandated standards, such as HIPAA. Compliance shall be detailed within the business case for each application. Vendors must provide information regarding the controls they employ to maintain security on all HIPAA and PII data. The following list includes security concerns that will be evaluated in the security review process. Note that an exception waiver may be required in the event that the listed County requirements are not met.

- How and where vendor encrypts data, both at rest and in motion
- How vendor employees who will have physical access to the network and infrastructure that hosts the application, are vetted
- What third-party audits will be/have been performed to validate vendor controls • What security features are and are not included as part of their SLA
- What constitutes a security event and what their notification policies and procedures are after a security event occurs
- If the backups of the County's data are moved offsite, how are they encrypted • How will data be securely deleted or destroyed as requested
- The vendor's ability to provide patches and update products, including the patch schedules and timeline for end-of-device support
- Assurance that the sharing of the County provided account password will be strictly prohibited

Client data from the cloud may not be transmitted to a personal computing device (such as a flash/thumb drive).

20.8. Other County Policies

The County has other policies that address specific areas of information security including policies on IT security, Internet use, email, mobile technology use, vendor/contractor access, and portable computing. These policies are also applicable and extend to cloud services including the use and storage of information. Departments may have internal policies that also address these issues. These policies are cumulative and in the event of conflict, the policies providing the County with the greatest level of security shall apply.

20.9. Responsibility

Departments shall be responsible for providing security awareness and training to all users of devices or electronic media containing Personal Health Information (PHI) or PII as it relates to the HIPAA requirements for all data under their control. ISD will be responsible for providing Countywide security awareness and training

20.10. Policy Enforcement

The CIO or designee is the policy administrator for information technology resources and will ensure that this process is followed. Additionally, Division Directors, managers, and Department Heads are responsible for compliance with County policies within their respective administrative areas.

Any violations of this policy shall be reported to the CIO or designee. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment. For violations of patient confidentiality, the procedures of the Patient Confidentiality Sanctions Policy as regulated by HIPAA will apply. Vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

20.11. Revision History

Effective Date	Changes Made
7/31/2018	Policy established
6/22/2020	Policy revised

21. **Additional Technology Terms and Conditions**

21.1. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to

County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

21.2. Warranty

This Software is subject to a warranty. Licensor warrants to Licensee that the Software will perform according to the Software's documentation at the time of the implementation and that, to the best of Licensor's knowledge, Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Licensor, Licensor warrants to Licensee that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added. To the extent permitted by law, the above-stated warranty replaces all other warranties, express or implied, and Licensor disclaims all implied warranties including any implied warranty of title, merchantability, or of fitness for a particular purpose. No agent of Licensor is authorized to make any other warranties or to modify this warranty. Licensee is required to inform Licensor of any potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation. Licensee will document any such potential breach of warranty by utilizing the Support Procedure outlined in the Exhibit <X> of this agreement. In the event of a breach of this warranty, Licensee's remedies shall be as follows: Licensor shall use commercially reasonable efforts to cure such breach, including by repair or replacement of the Software. If such remedies are not commercially reasonable, Licensor shall provide a refund of the fees actually paid for the affected portion of the Software. For clarity, all software provided under this Agreement is licensed on a term-limited basis and is subject to the maintenance and support provisions set forth in Exhibit A; no perpetual license rights are granted.

22. Limitation of Liability

To the extent permitted by law, Contractor shall not be liable for any indirect, incidental, or consequential damages arising out of this Agreement, except to the extent such damages are required to be covered under Contractor's indemnification obligations set forth in this Agreement.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Cadre Research Labs ILLINOIS LLC

	4/17/2026	Ryan Lilien
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Budget: 30184 FY25 BSCC JAG Grant

Exhibit A: Scope of Work

In consideration of payments set forth in Exhibit B, Contractor shall provide the following services:

Description of Services to be Performed by Contractor

A. Contractor will provide:

1. Versa Portable System to include:

- TopMatch-3d v2 Versa Portable Scanning System for Firearms Forensics.
- Scan sampling resolution of approximately 3um/pixel.
- Acquisition speed of approximately 10 seconds.
- System manual.
- Microscale registration reference.
- Sinusoidal reference specimen.
- TopMatch-GS-P 3D Imaging, Database, and Analysis Software with 3D visualization, image annotation and export, database functionality, multi-threaded 3D-topography database search and match score, , provided on a term-limited, non-perpetual license basis and valid only during the active maintenance and support period (36 months from installation). Software is licensed, not sold. Continued operation of the software beyond the support period requires renewal of a maintenance and support agreement. Upon expiration of the support term, software access and/or functionality may be limited or disabled until such agreement is renewed.
- Multi-Core Ruggedized Laptop Workstation Computer with Windows Operating System, and storage for approximately 8,000 cartridge case scans.

2. Desktop System to include:

- TopMatch-3D High-Capacity Imaging and Analysis System for Firearm Forensics.
- Benchtop Imaging System (Version 3) with 12-megapixel sensor.
- Minimum Feature Size (at standard magnification) of 1.8um.
- Depth resolution of approximately 1 micron.
- Motorized XY Scanning Platform with Multi-Cartridge Case Tray, Shotshell Tray, and Bullet Tray.
- TopMatch-GS 3D System Manual.
- Step by step guide for image acquisition and analysis.
- Microscale Sinusoidal Reference Specimen (Traceable).
- TopMatch-GS 3D Imaging, Database, and Analysis Software with 3D visualization, image annotation and export, database functionality, multi-thread 3D-topography database search and match score, , provided on a

term-limited, non-perpetual license basis and valid only during the active maintenance and support period (36 months from installation). Software is licensed, not sold. Continued operation of the software beyond the support period requires renewal of a maintenance and support agreement. Upon expiration of the support term, software access and/or functionality may be limited or disabled until such agreement is renewed.

- Remote Viewer Software, allows examiner computers on the same network as the scanning workstation to remotely access scans on the scanning workstation (Site License), provided on a term-limited basis and valid only during the active maintenance and support period (36 months from installation). Software is licensed, not sold. Continued operation of the software beyond the support period requires renewal of a maintenance and support agreement. Upon expiration of the support term, software access and/or functionality may be limited or disabled until such agreement is renewed.
 - Multi-Core Desktop Workstation Computer with Windows Operating System and RAM/Hard Drive capable of storing 40,000 cartridge case scans. Includes high-end NVIDIA 3GB graphics card (or equivalent).
 - 27" LED 4K Flat Panel Monitor.
3. Shipping and Delivery
 4. Set-up and Training
 5. 36 Months of Maintenance and Support, beginning on the day of installation, for Versa Portable System to include:
 - Three years of all software license and software updates for the Portable System.
 - Gel for 2,000 scans per year.
 - Standard warranty on scanning hardware including workstation (all defective components repaired or replaced at no additional cost).
 - Phone/email support.
 - Access to training materials.
 - Microscale reference recertification.
 6. 36 Months of Maintenance and Support, beginning on the day of installation, for Desktop System to include:
 - Three years of all software licenses and software updated for the TopMatch-3D Imaging, Database, and Analysis Software.
 - Gel for 2,000 specimen scans per year.
 - Standard warranty on scanning hardware including computer workstation (all defective components repaired or replaced at no additional cost).
 - Phone/email support.
 - Access to training materials.
 - Microscale reference recertification.

Exhibit B: Payments & Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Amount and Method of Payment

A. County will pay Contractor according to the following fee schedule:

Milestone / Description of Work	Cost
Versa Portable System	\$ 68,910
Desktop System	\$ 146,774
Shipping & Delivery	\$ 2,336
Systems Set-up & Training	\$ 2,730
Versa Portable System Support & Maintenance for 36 Months (to be paid in full upon installation of system)	\$ 25,960
Desktop System Support & Maintenance for 36 Months (to be paid in full upon installation of system)	\$ 34,700
Taxes (up to)	\$ 20,695.31
TOTAL	\$ 302,105.31

Total Not to Exceed Amount for this Agreement is \$302,105.31.

B. Invoicing Procedures:

Upon 100% Completion and County's acceptance of services rendered.

County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Invoice number and date
- Agreement number / PO number
- Time period covered
- Detailed statement of services/work completed for the invoiced period
- Total amount of invoice

Contractor shall submit invoices to:

- Email: Sheriffs_Fiscal_Unit@smcgov.org
- CC: Samantha Dal Porto (SDalPorto@smcgov.org)

County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.