

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SMITH STRATEGICS**

This Agreement is entered into this 1<sup>st</sup> day of November, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Smith Strategics, hereinafter called "Contractor."

\* \* \*

***WHEREAS**, in 1997, ten bay area counties were designated as the Northern California High Intensity Drug Trafficking Area ("HIDTA"), which operates under the authority of the United States Marshal's Office, DEA, FBI and Criminal Investigation Division of the IRS, with cooperation from the State Bureau of Narcotics Enforcement and Department of Justice, and local law enforcement agencies, working towards the common goal of reducing drug-related crime, violence and abuse in our communities; and*

***WHEREAS**, in 2004, a Department of Homeland Security Law Enforcement Grant was awarded to the County of San Mateo to create and operate the Northern California Regional Terrorism Threat Assessment Center (NC RTTAC), to develop collaborative relationships among federal, state and local entities relative to terrorism, specifically with regard to the disciplines of law, fire, public health and emergency medical services, to improve terrorism preparedness and information sharing; and*

***WHEREAS**, the most efficient way to administer the NC RTTAC program was to co-locate it with HIDTA and for HIDTA Administration to oversee the NC RTTAC as well as the NC HIDTA; and*

***WHEREAS**, the Northern California HIDTA is managed by an Executive Committee, which has designated the San Mateo County Sheriff's Office to serve as the fiduciary and fiscal agent for HIDTA and RTTAC; and*

***WHEREAS**, in that capacity the Sheriff receives state and federal funding for HIDTA and RTTAC, which funds are deposited with the San Mateo County Treasurer and disbursed as directed by the HIDTA Executive Committee by contracts to which the County is a party; and*

***WHEREAS**, disbursement of HIDTA and RTTAC funds require the County to act in its capacity as fiduciary and fiscal agent for HIDTA/ RTTAC; and*

***WHEREAS**, because HIDTA and RTTAC were created as a funding mechanism, they have no full time employees, and are staffed by a combination of independent contractors and employees of member law enforcement agencies, which employees are assigned to HIDTA or RTTAC; and*

***WHEREAS**, in 2007, the United States Department of Homeland Security and the State of California Office of Homeland Security designated the NCHIDTA/NCRTTAC as the regional Fusion Center also referred to as the Northern California Regional Intelligence Center (NCRIC) for the San Francisco Bay Area; and*

***WHEREAS**, the Northern California HIDTA Executive Committee has determined that it is appropriate to contract with **Smith Strategics** to provide support and expand the Information Sharing Systems Project for the NCRIC, with the understanding that **Smith Strategics** is acting as an independent contractor, and not as an employee or agent of the County of San Mateo or any of the members of the NCRIC and with the understanding that compensation will be paid solely with a combination of state and federal funding that is administered by the County of San Mateo; and*

***WHEREAS**, it is necessary and desirable that Contractor be engaged by the NCRIC for the purpose of performing the professional services relating to the NCRIC; and*

***WHEREAS**, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of special services to or for County or any Department thereof.*

**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 **Two Hundred Thirty-Nine Thousand Dollars (\$239,000)**. 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 **November 1, 2022** through **May 31, 2023**.

**5. TERMINATION**

This Agreement may be terminated by Contractor or by the Sheriff or Sheriff's 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 County of San Mateo | Smith Strategics

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 OF 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 not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be

unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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**

### **a. 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.

### **b. 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 before commencing the performance of work under this Agreement.

### **c. 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 County of San Mateo | Smith Strategics

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
- Motor Vehicle Liability Insurance..... \$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.

**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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation 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. NON-DISCRIMINATION AND OTHER REQUIREMENTS**

**a. 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.

**b. 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.

**c. 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.

**d. 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.

**e. 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.

**f. 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.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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. 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. 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.

**15. 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.

**16. 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.

**17. 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:*

Veronica Ruiz, Management Analyst  
San Mateo County Sheriff's Office  
400 County Center  
Redwood City, CA 94063  
(650) 363-7819 | [vrui@smcgov.org](mailto:vrui@smcgov.org)

*In the case of Contractor, to:*

Kevin Smith, CEO  
Smith Strategics  
310 N Indian Hill Blvd #233  
Claremont, CA 91711  
877-700-1535 | [ksmith@smithstrategics.com](mailto:ksmith@smithstrategics.com)

**18. 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.

**19. PAYMENT OF PERMITS/LICENSES**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**20. DEBARMENT AND SUSPENSION**

As required by Executive Order 12549 and 12689, and 2 CFR § 200.213 and codified in 2 CFR Part 180, Debarment and Suspension, Contractor will provide protection against waste, fraud, and abuse by debarment and suspending those persons deemed irresponsible in their dealings with the federal government. Contractor certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.



## **21. FEDERAL PROCUREMENT POLICY**

Contractor must comply with the government cost principles, uniform administrative requirements and audit requirements for federal grant programs housed within Title 2, Part 200 of the Code of Federal Regulations.

With respect to all matters covered by this agreement, all records shall be made available for audit and inspection for a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later. Contractor shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement.

Contractor must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The Contractor agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

Contractor must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

Contractor will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

Contractor will comply, and all its contractors (or subrecipients) will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of 1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Contractor will forward a copy of the findings to the County which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice. If applicable, Contractor will comply with the equal opportunity clause in 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375.

Contractor will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

Contractor will comply, and all its contractors (or subrecipients) will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

Contractor will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Copeland "Anti-Kickback" Act (30 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

Contractor will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

Contractor will comply, and all its contractors (or subrecipients) will comply, with all requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

Contractor will comply, and all its contractors (or subrecipients) will comply, with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as applicable.

Contractor will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable.

Contractor will comply, and all its contractors (or subrecipients) will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

Contractor agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401 and any other implementing regulations, as applicable.

Contractor may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA) and County reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or County purpose:

- (1) the copyright in any work developed through this Agreement; and
- (2) any rights of copyright to which the subcontractor purchases ownership with support through this grant. The Federal government's, SAA's and County's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

Pursuant to Equal Employment Opportunity requirements of 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375, as to any construction contract thereunder, if applicable, during the performance of this contract, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

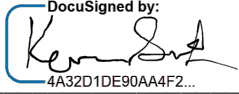
training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

\* \* \*

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

For Contractor: **SMITH STRATEGICS**

DocuSigned by:  
  
4A32D1DE90AA4F2...

12/1/2022 | 7:05 AM PST

Kevin Smith

\_\_\_\_\_  
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:** 30128

**EXHIBIT A**  
**SERVICES**

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

**1. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

A. Contractor will provide the following training courses:

| <b>Training Course Name</b>                                  | <b>Course Description</b>  |
|--|--|
| Behavioral Threat Assessment: Preventing the Active Shooter  | The Behavioral Threat Assessment: Preventing the Active Shooter course is designed to equip attendees with the tools to prevent targeted violence attacks, including active shooter attacks, protect any targets, and reduce the likelihood of future violence. Attendees of this course will be able to explain the concept of the “pathway or trajectory to violence, define related terms such as “behavioral threat assessment.” “targeted violence,” “bystander effect,” and “contagion effect”, identify the different principles and basic concepts of behavioral threat assessment, recognize different warnings behaviors which might indicate a subject is on the “pathway” to carrying out an act of targeted violence such as an active shooter attack, assess the intent of a person making threats to carry out said threats, understand the role of behavioral threat assessment as a tool to prevent targeted violence attacks in public spaces, in schools and on campuses, and in the workplace. |
| Advanced Threat Assessment: Preventing Mass Casualty Attacks | This 8-hour course is designed to equip attendees with the skills and tools necessary to (1) conduct proactive evidence-based threat assessments of potential violent perpetrators; (2) identify and apply criminal, civil, mental health and administrative threat management strategies; and (3) prevent targeted violence such as active shooter and mass casualty attacks. · Learn a systematic evidence-based threat assessment methodology to determine the risk of targeted violent attacks · Be taught threat management strategies to proactively prevent targeted violence, including using the California Penal Code, Welfare & Institutions Code and the Gun Violence Restraining Order Act · Participate in Interactive Threat Simulations™ during which attendees will conduct threat assessments of a variety of reality-based threat scenarios from initiation to conclusion while receiving instructor feedback.  |
| Domestic Violent Extremists                                  | This presentation will examine the current domestic violent extremist (DVE) threat landscape in the U.S. Attendees will learn (1) the ideologies of the different DVE movements and criminal subcultures in the U.S.; (2) the tactics, techniques, and procedures (TTPs) used by DVEs; (3) how to identify DVEs using specific behavioral indicators; and (4) tools to counter the potential threat of violence posed by DVEs.   |
| Sovereign Citizen Extremists                                 | The Sovereign Citizen Extremist course examines the origin and ideology of the sovereign citizen extremist movement and will discuss their tactics, including violence and “paper terrorism.” Attendees of this course will be able to explain the origin and ideology of the sovereign citizen extremist movement, recognize different behavioral indicators of sovereign citizen extremists, identify various methods of “paper terrorism” employed by sovereign citizen extremists, understand the different types of fraud schemes engaged in by some sovereign citizen extremists, identify different types of sovereign citizen extremist “groups” operating in the U.S., evaluate the threat of violence posed by sovereign citizen extremists to law enforcement and government personnel and identify strategies to counter this threat.  |
| 3-day UASI Symposium   | This 3-day symposium event highlights the changing threats in our society and provides tools for public safety, government, educators, non-profits, and citizens alike, what to look for in daily life and how to report pre-incident indicators of terrorism. Utilizing the Behavioral threat assessment process both the preventing the active shooter and advanced BTA program equips attendees with the tools to prevent targeted violence attacks, including active shooter attacks, protect any targets, and reduce the likelihood of  |

|                            |  |
|----------------------------|--|
|                            | <p>future violence. This also introduces the concepts to conduct a proactive threat assessment of a potential violent perpetrator.</p>   |
| <p>2-day DVE Symposium</p> | <p>This 2-day symposium event highlights the changing threats in our society and provides tools for public safety, government, educators, non-profits, and citizens alike, what to look for in daily life and how to report pre-incident indicators of terrorism. Utilizing the Behavioral threat assessment process both the preventing the active shooter and advanced BTA program equips attendees with the tools to prevent targeted violence attacks, including active shooter attacks, protect any targets, and reduce the likelihood of future violence. This also introduces the concepts to conduct a proactive threat assessment of a potential violent perpetrator.</p> |

- B. The training courses listed above are certified by the California’s Commission on Peace Officer Standards and Training (POST) and the U.S. Department of Homeland Security Office of Domestic Preparedness.
- C. Cost per class includes instructor time (including preparation for the training course to be delivered and course delivery) and travel expenses.

**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:*

**1. AMOUNT AND METHOD OF PAYMENT.**

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

| Training Course Name   | Maximum Number of Classes | Maximum Amount per Class | Total Maximum Amount |
|--|---------------------------|--------------------------|----------------------|
| Behavioral Threat Assessment: Preventing the Active Shooter  | 4                         | \$10,000                 | \$40,000             |
| Advanced Threat Assessment: Preventing Mass Casualty Attacks | 4                         | \$20,000                 | \$80,000             |
| Domestic Violent Extremists                                  | 4                         | \$10,000                 | \$40,000             |
| Sovereign Citizen Extremists                                 | 3                         | \$10,000                 | \$30,000             |
| 3-day UASI Symposium   | 1                         | \$9,000                  | \$9,000              |
| 2-day DVE Symposium  | 2                         | \$20,000                 | \$40,000             |
| <b>Maximum Contract Amount:</b>                              |                           |                          | <b>\$239,000</b>     |

B. Invoicing Procedures.

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

- Name of training course provided
- Date of training course provided
- Location of training course provided

C. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$239,000**. 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.