

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SWIFT ATTORNEY SERVICE

This Agreement is entered into this 1st day of July, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Swift Attorney Service, 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 Service of Process.

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

- 1.
2. **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
- Attachment I—§ 504 Compliance

3. **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.

4. **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 fifty-five thousand dollars (\$255,000.00). 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.

5. **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018, through June 30, 2021.

6. **Termination**

This Agreement may be terminated by Contractor or by the Director of Child Support Services 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 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:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) 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.

12. 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.

13. 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.

h. 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 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.

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 facsimile to the telephone number listed below or 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: Kim Cagno, Director
Address: 555 County Center, 2nd Floor, Redwood City, CA 94063

In the case of Contractor, to:

Name/Title: Frank Kaul, Owner, Swift Attorney Service

Address: 500 Allerton Street, Suite 105, Redwood City, CA 94063

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. 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.

* * *

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

For Contractor: **SWIFT ATTORNEY SERVICE**



Contractor Signature

5/10/18

Date

Frank Kaul

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

For the purpose of this contract, the local service area includes San Mateo, San Francisco and Santa Clara counties. The non-local service area includes, but is not limited to Alameda, Contra Costa, Los Angeles, San Diego, and Sacramento areas.

1. Documents to be served will be picked up daily from the Department of Child Support Services at 555 County Center, 2nd Floor, Redwood City, CA and twice a day if requested by the Department.
2. When given at least seven (7) calendar days' notice, the Contractor will attempt to serve or sub-serve documents no later than sixteen (16) court business days prior to the court date.
3. The Department of Child Support Services will attach to the documents to be served a "Service Instructions" referral which will provide the Contractor with the name and description (photo if available) of the individual or company to be served and the residence and/or business address where the documents are to be served. A list of the documents to be served will be provided. A court date will also be provided if the matter is scheduled for a hearing. The Department will also provide any additional information or instructions that it believes will be helpful in serving an individual.
4. After receipt of documents to be served, Contractor will attempt service within five (5) business days for the local service area, seven (7) business days for the non-local service area, and seven (7) business days for out of state serves.
5. The Contractor will return completed proofs of service and in the case of sub-service, declarations of due diligence to the Department within five (5) business days after the service, if the service is within the local service area. Local service area is defined as San Mateo, San Francisco and Santa Clara counties. A ten percent (10%) discount will be assessed on each serve for which a completed proof of service is not received within five (5) business days after service. The ten percent (10%) discount will be applied to the cost for each respective serve that does not meet this guideline. A forty-eight (48) hour grace period will be given after the required five (5) business days for the contractor to return completed proofs of service. The Department agrees to assess the ten percent (10%) discount within sixty (60) days from receipt of documents.
6. For completed proofs of service, outside of the local service area, that do not have a court hearing date, a ten percent (10%) penalty will be assessed when not received by DCSS within thirty (30) business days from service. If the completed proof is not received within sixty (60) business days from service, a twenty-five percent (25%) penalty will be assessed. If the completed proof is not received within ninety (90) business days from date of service, a fifty percent (50%) penalty will be assessed.
7. If documents are not served, the Contractor will return the documents with court dates, after due diligence has been performed, no later than five (5) business days after attempted service

and/or five (5) business days prior to the court date indicated on the referral, whichever comes first. If a court date is not indicated on the referral, the documents will be returned within thirty (30) calendar days of the date sent for service or by the date indicated on the referral.

8. In the case of sub-service, Contractor will make at least three (3) attempts at personal service before sub-serving any documents on an individual, provided that sub-service of the document is allowable under State or Federal statute.
9. The Contractor will provide the Department with an accurate description of the person served and the address where the service was accomplished. When service cannot be completed, the Contractor will return the documents and note on the referral slip why service was not completed at the address given by the Department.
10. The Contractor will respond within twenty-four (24) hours to inquiries about the status of a service request from Department staff.
11. If service cannot be accomplished at the address provided, the server will attempt to obtain a forwarding address from the current residents, neighbors and apartment managers. The server will then attempt service at the new address. If both the business and home addresses provided by the Department are not valid and no new address for service can be readily obtained through contacts made at the attempted service sites, the referral will be returned to the Department un-served.
12. If additional locate research is needed by the Department of Child Support Services in order to serve the documents, the Contractor will return the documents as soon as possible to the Department. The Department will perform further locate research and will issue another referral at the time new positive locate information has been found.
13. The Contractor will provide wage and levy writ service for San Mateo, Santa Clara, San Francisco, and Alameda counties. This service will include opening a file with the Sheriff, service of the writ, mailing copies to the judgment debtor and returning the proof of service to the Sheriff within five (5) business days.
14. The Contractor will be available to testify at any court hearing.
15. The Contractor agrees to furnish the Department with an itemized list of charges for each month. This listing must detail each service request being billed; the results of the request, the charge associated with that request and shall reference Department Case Number for each set of documents referred for service.
16. For a specified fee, the Contractor will provide same day service.
17. For a specified fee, the Contractor will provide service on an individual requested to occur on a specific date.

18. The Contractor will provide the Department with "Work In Progress" reports on all cases that have been referred for service on a monthly basis. The status of these reports will detail the current status of all cases referred by the Department which are still in the contractor's inventory or are included in the contractor's current monthly invoice, and will include the case reference number, known as the LCSA CASE NUMBER and the date the case was received by the Contractor.
19. The Contractor is required to maintain an on line website with status information for each request updated daily. The on line website will include the same detail as noted in the "Work In Progress" reports.
20. If Contractor is designated by the courts to file documents by fax, Contractor will send faxed copies of proof of service documents, in situations approved by the Department, for filing with the courts by the Department.
21. The Contractor shall not perform services not listed on the bid form that are subject to fees or charges without the approval of the Child Support Services Manager, Lead Attorney or Department Designee.
22. Contractor will not bill postage or mailing expense for process services to the County, all postage or mailing charges will be paid for directly by Contractor.
23. For special requests on specific serves, during non-regular services hours (between 7pm and 7am), a premium/additional charge may apply, but Contractor agrees to obtain authorization from the Department of Child Support Services designated staff prior to performing any work for which a premium charge is applicable. The Department will not pay for any premium charge for which Contractor did not obtain prior authorization.
24. Department must give prior approval for any additional charges not already specified in the contract.
25. The County reserves the right to cancel the contract with thirty (30) days' notice if the County finds the quality of service unacceptable.
26. Prior to contract award and before providing services, the contractor must sign a County Agreement and provide the required certificates of insurance, which must be for \$1 million in general liability, \$1 million professional liability \$1 million in automobile liability and statutory Worker's Compensation coverage.

Exhibit B

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:

COUNTY	Completed/ Positive Service	Not Found/Return /Negative Service	Rush	Same Day Service	Locate	Rural/Remote/Distant
San Mateo	\$48.50	\$38.50	+\$30.00	+\$30.00 if received by 11 am	+\$25.00	+\$20.00 to \$45.00
San Mateo Coastal (Half Moon Bay to Pacifica)	\$58.50	\$58.50	+\$30.00	+\$35.00 if received by 10:30 am	+\$25.00	+\$20.00 to \$45.00
San Francisco	\$52.50	\$38.50	+\$30.00	+\$35.00 if received by 10:30 am	+\$25.00	N/A
Santa Clara	\$52.50	\$38.50	+\$30.00	+\$35.00 if received by 11 am	+\$25.00	+\$20.00 to \$45.00
Alameda	\$62.50	\$50.00	+\$30.00	+\$35.00 if received by 11 am	+\$25.00	+\$20.00 to \$45.00
Contra Costa	\$62.50	\$50.00	+\$30.00	+\$35.00 if received by 11 am	+\$25.00	+\$20.00 to \$45.00
Marin	\$62.50	\$52.50	+\$35.00	+\$35.00 if received by 10:30 am	+\$25.00	+\$20.00 to \$45.00
Fresno	\$72.50	\$58.50	+\$35.00	Call for quote	+\$25.00	+\$20.00 to \$45.00
Los Angeles	\$72.50	\$55.00	+\$35.00	+\$35.00 if received by 10:30 am	+\$25.00	+\$20.00 to \$45.00
Monterey	\$72.50	\$62.50	+\$35.00	+\$35.00 if received by 10:30 am	+\$25.00	+\$20.00 to \$45.00

Napa	\$75.00	\$65.00	+\$35.00	+\$35.00 if received by 11 am	+\$25.00	+\$20.00 to \$45.00
Riverside	\$75.00	\$63.50	+\$35.00	Call for quote	+\$25.00	+\$20.00 to \$45.00
Sacramento	\$78.50	\$78.50	+\$35.00	+\$35.00 if received by 11 am	+\$25.00	+\$20.00 to \$45.00
San Diego	\$75.00	\$75.00	+\$35.00	Call for quote	+\$25.00	+\$20.00 to \$45.00
San Joaquin	\$78.50	\$68.50	+\$35.00	+\$35.00 if received by 11 am	+\$25.00	+\$20.00 to \$45.00
Santa Cruz	\$78.50	\$68.50	+\$35.00	+\$35.00 if received by 10:30 am	+\$25.00	+\$20.00 to \$45.00
Sonoma	\$78.50	\$68.50	+\$35.00	Call for quote	+\$25.00	+\$20.00 to \$45.00
Solano	\$78.50	\$68.50	+\$35.00	+\$35.00 if received by 10:30 am	+\$25.00	+\$20.00 to \$45.00
Stanislaus	\$78.50	\$68.50	+\$35.00	Call for quote	+\$25.00	+\$20.00 to \$45.00
Yolo	\$78.50	\$68.50	+\$35.00	Call for quote	+\$25.00	+\$20.00 to \$45.00

For all other California counties not listed please call SWIFT Attorney Service for quote

For all other serves out of state please call SWIFT Attorney Service for quote

Additional Fees:

Wait Time – Fee will be an additional \$10.00 per fifteen (15) minutes with phone call to DCSS after a thirty (30) minute wait.

Appointments - +\$15.00

Jail Serves - +\$15.00 with an additional \$10.00 per fifteen (15) minutes. There is no additional fee for service at Maguire Jail or at the Women's Facility in Redwood City.

Attempts between 10:00pm and 7:30am - +\$20.00 minimum if required or requested by DCSS

- If servee wants to be served late night/early morning contact will be made with DCSS for authorization prior to serve. If server is unable to contact DCSS, then the server should attempt to arrange a meeting time for the next business day

Cancel after set-up – Fee will be \$15.00. No charge if cancellation occurs prior to SWIFT Attorney Service assigning the job to a process server

Definitions:

Rush – A rush fee is charged when the first attempt is requested within two (2) business days for Bay Area service (San Francisco, San Mateo and Santa Clara counties) and three (3) business days for all other serves in California and out of state within the continental United States

Rural/Remote/Distant – The address location may require more time to reach from the closest server's location, or from the Metropolitan area. The address location may be in the hills or be difficult to reach due to narrow, windy, dirt or muddy roads or may simply be remote.

Locate – When the server obtains a new address while in the field. Examples of this are indicated below:

Example one - The server attempts service at Address A and is told by the person answering the door that the servee, "works at Employer B and is there for a few more hours" The server would attempt service at this new location and the locate fee would be applicable in this instance

Example two – The server attempts service at Address A and there is no answer. The server will attempt to contact servee. Servee notifies server that they have moved to Address B. Server attempts service at Address B. Charges for Negative service, locate fee plus the positive service fee will apply.

Appointment – An appointment fee is charged with the server is instructed to attempt service at a particular location at a particular time. This instruction may come from DCSS but will also apply if servee instructs the server to meet him/her at a particular time and location.

Jail Wait Time – When the server must wait for the servee in order to serve directly or has to wait for someone authorized at the jail to accept the documents from the server. Some jail protocol requires the server to wait until after service is effected and proper documentation is completed, signed and returned back to the server. Other jails take the documents and will return them at a later time to SWIFT Attorney Service.

Wait Time – When there is a special appointment set up by the servee and he/she does not arrive at the specified time and the server must wait for them. This also may occur when asked to serve at a court hearing as the server may need to wait outside the courtroom before being able to effect service.