

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CRIME SCENE CLEANERS**

THIS AMENDMENT THREE TO THE AGREEMENT, entered into this 3rd day of May, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Crime Scene Cleaners, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for Cleaning and Decontamination Services on April 15, 2019; and

WHEREAS, in June 2020, Amendment One was approved which extended the term of the agreement; and

WHEREAS, in March 2021, Amendment Two was approved which extended the term of the agreement and increased the contract amount; and

WHEREAS, the parties wish to further amend the Agreement to increase the contract amount.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1, Exhibits and Attachments, of the Agreement is amended to read 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, Payments, and Rates (Revised March 2022)

2. Section 3, Payments, of the agreement is amended to read as follows:

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 A. 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 Eighteen Thousand Nine Hundred Ninety-Nine Dollars (\$218,999.00)**. 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.

3. "Exhibit A – Services, Payments, and Rates (Revised June 2020)", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit A – Services, Payments, and Rates (Revised March 2022)", attached hereto and incorporated by reference.
4. This Amendment Three is hereby incorporated and made a part of the original Agreement and subject to all provisions therein. All other terms and conditions of the original Agreement and prior amendments not in conflict with Amendment Three remain in effect and are incorporated by reference.

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

For Contractor: CRIME SCENE CLEANERS

DocuSigned by: <i>Lindy Smither</i> FB31E0DD10AB472...	4/4/2022 12:20 PM PDT	Lindy Smither
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

Exhibit A
Services, Payments, and Rates
 (Revised March 2022)

In consideration of the payments set forth in this agreement, Contractor shall provide the following services:

A. Description of Services

1. **Services:** Contractor will provide cleaning and decontamination services for the Sheriff's Office. All cleaning equipment and supplies will be provided by contractor. Services include, but are not limited to:
 - a. **Sheriff's Office Property and Evidence:** Contractor will clean and decontaminate all blood drying cabinets between uses, ensuring that all biological matter is removed and cross-contamination does not occur.
 - b. **Maguire Correctional Facility and Maple Street Correctional Center:** Contractor will restore property that has been contaminated as a result of crime, disaster, or misuse.
 - c. **General Services – All Sheriff's Office Bureaus/Locations:**
 - i. Removal and disposal of waste including animal and human waste
 - ii. Cleaning and disinfecting employee workstations, patrol vehicles, office furniture, and office supplies
 - iii. Securing property upon completion of work
2. **Response Timelines:**
 - a. **Urgent Requests:** Contractor will respond and initiate services to immediate hazards and emergency situations 24 hours / 7 days a week with a 60-90 minute response time.
 - b. **Standard Requests:** Contractor will respond and initiate services within 48 hours of standard requests.

B. Payments and Rates

1. County agrees to pay Contractor according to the following rates for the services set forth in Section A:
 - a. Rates for cleaning and decontamination services:
 - Blood drying cabinet decontamination..... \$80 each
 - Blood drying cabinet filter replacement..... \$80 each
 - Cell cleaning and decontamination..... \$100 each
 - b. Rates for cleaning, disinfection and deodorizing services:
 - Per vehicle\$80
 - Per uniform (dry cleaned and returned)...\$80
 - Wraps and other equipment.....\$80
 - Surface mitigation.....\$100 per area
 - Biohazard waste/Medical waste pick up.....\$175 per bag/container
 - Street cleaning to include neutralizing, clean up and disposal of contaminated waste.....\$500
 - c. Gas surcharge: Contractor will charge a gas surcharge of \$8 per trip.
 - d. Contractor will provide County with a written estimate for services requested by the County that are not included in the list above. Contractor must obtain approval from a Sheriff's Office Manager before performing said services.
2. County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:
 - Contract number

- Service date/s
 - Location of service
 - Vehicle number (when applicable)
 - Detailed statement of services/work completed
 - Requester's Name
3. 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 **\$218,999.00**. 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.