

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF VALLEJO

This Agreement is entered into this 18th day of June, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the City of Vallejo, hereinafter called "City."

* * *

Whereas, it is necessary and desirable that County perform work/services for **the City of Vallejo** for the purpose of providing forensic services.

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 County

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for City 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 County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, City shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall City's total fiscal obligation under this Agreement exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000.00)**. In the event that the City makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination or expiration.

4. Term

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

5. Termination

This Agreement may be terminated by County, by the County's Sheriff or his/her designee, or by City at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination, County 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.

6. Relationship of Parties

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and City is to create an independent contractor relationship.

7. Hold Harmless

- a. City shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with City's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.
- b. County shall indemnify and hold harmless City from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of City.
- c. If an action arises out of the concurrent negligence of City and County, then liability for any damage in that action shall be apportioned between City and County in accordance with the California law of comparative negligence.
- d. As used in this section, "County" means the County, its officers, agents, employees and servants.
- e. As used in this section, "City" means the City, its officers, agents, employees and servants.
- f. As used in this section, "actions" means actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including City and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- g. The duty of City and County to indemnify and hold harmless, as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

8. Assignability and Subcontracting

County 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 County under this Agreement without the prior written consent of City.

9. Insurance

a. General Requirements

Both parties shall maintain sufficient insurance, self-insurance, or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the Sheriff's Office and 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

Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the

provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

c. Liability Insurance

City and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 City's and County's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below:

- ☒ Comprehensive General Liability \$1,000,000
(Applies to all agreements)
- ☐ Motor Vehicle Liability Insurance \$1,000,000
(To be checked if motor vehicle used in performing services)
- ☐ Professional Liability \$1,000,000
(To be checked if Contractor is a licensed professional)

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

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

10. Retention of Records; Right to Monitor and Audit

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

(c) Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, 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.

11. 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.

12. 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.

13. 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: Veronica Ruiz, Management Analyst

Address: San Mateo County Sheriff's Office

400 County Center

Redwood City, CA 94063

Telephone: (650) 363-7819

Email: vrui@smcgov.org

In the case of City, to:

Name/Title: City of Vallejo

c/o Vallejo Police Department

Address: 111 Amador Street

Vallejo, CA 94590

Telephone: (707) 648-5565

Email: bonnie.mirante@cityofvallejo.net

14. Electronic Signature

Both County and City 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.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

CITY OF VALLEJO

BY: _____
(SIGNATURE)

PRINTED NAME

TITLE

DATE: _____

APPROVED AS TO FORM:

ATTEST:

BY: _____
CITY CLERK

By: _____
CITY ATTORNEY

APPROVED AS TO INSURANCE:

BY: _____
RISK MANAGER

APPROVED AS TO CONTENT:

BY: _____
CHIEF OF POLICE

Exhibit A

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

1. INTRODUCTION.

The purpose of this Agreement is to provide the City of Vallejo with forensic services through the San Mateo County Sheriff's Office Forensic Laboratory. These services will assist in the investigation of criminal matters within the territorial limits of the City.

2. SERVICES TO BE PERFORMED BY COUNTY.

- A. A Sheriff's Forensic Team will respond, upon request by the City, to:
 - 1.) City's police officer involved shootings, or City's law enforcement officers injured or killed in the line of duty.
 - 2.) Complex crime scenes, requiring the processing of a scene, beyond the resources/training/scope/expertise of the Vallejo Police Department crime scene personnel. To be determined by the Vallejo Police Department Investigations supervisor or his/her designee. This provision may be utilized no more than twice in any twelve-month period. And in any event, the County may decline to respond based on its determination that current staff available are insufficient or are otherwise occupied with performing work for the County.
- B. A Sheriff's Forensic Supervisor will be available to assist the City via telephone 24/7.
- C. The Sheriff's Forensic Laboratory will assist the City by providing training to the City's staff in the collection and preservation of evidence.
- D. The Sheriff's Forensic Laboratory will perform the following forensic examinations for City, or seek out a provider at Sheriff's direct costs for the following services:
 - Blood pattern interpretations
 - CODIS entry
 - Crime scene reconstruction
 - Distance determination
 - DOJ/AFIS entry
 - Fingerprint comparison
 - Fingerprint processing of evidence
 - Firearms comparison
 - Firearms NIBIN entry
 - Firearms NIBIN searches
 - Forensic biology serology screening
 - Forensic biology DNA typing
 - Fracture analysis
 - No Gun identification
 - Gunshot residue testing
 - Latent print AFIS searches
 - Serial number restoration
 - Shoe/tire impressions
 - Tool mark comparison
 - Trace analysis, (hair/fibers)
- * *The Sheriff's Forensic Laboratory does not conduct analysis of arson / explosives evidence, but will seek out a provider at Sheriff's direct costs, if requested.*
- E. City will deliver to the Sheriff's Forensic Laboratory items/material for analyzing.
- F. Each year the Sheriff's Forensic Laboratory Director shall meet with the City's Chief of Police to establish specific service level objectives for the upcoming contract period. The Sheriff's Laboratory Director shall provide the Police Chief with a written report as part of the annual report, containing a summary of activity for the previous period, by October 31 following the end of the contract period.

Exhibit B

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

1. RATES

- A. For the period of July 1, 2018 to June 30, 2019, City will pay County in advance for 100 hours (\$23,925.10) of forensic examinations/services based on the hourly rate of \$239.25
 - 1) If City expends more than 100 hours during FY 2018-19, City will pay County in advance in increments of 100 hours.
 - 2) If a balance of unused hours exists at the end of FY 2018-19, the hours will be credited to FY 2019-20 at the adjusted FY 2019-20 hourly rate of \$244.04
- B. For the period of July 1, 2019 to June 30, 2020, City will pay County in advance for 100 hours (\$24,403.62) of forensic examinations/services based on the FY 2019-20 hourly rate of \$244.04.
 - 1) If City expends more than 100 hours during FY 2019-20, City will pay County in advance in increments of 100 hours.
 - 2) If a balance of unused hours exists at the end of FY 2019-20, the hours will be credited to FY 2020-21 at the adjusted FY 2020-21 hourly rate of \$248.92.
- C. For the period of July 1, 2020 to June 30, 2021, City will pay County in advance for 100 hours (\$24,891.69) of forensic examinations/services based on the FY 2020-21 hourly rate of \$248.92.
 - 1) If City expends more than 100 hours during FY 2020-21, City will pay County in advance in increments of 100 hours.
 - 2) If a balance of unused hours exists at the end of FY 2020-21, the hours will be credited to FY 2021-22 at the adjusted FY 2021-22 hourly rate, or refunded if the Agreement is not renewed.
- D. City will reimburse County for Court testimony at the rate of \$85 per hour, plus travel time. There will be no charge for the first two (2) hours per court appearance.

2. PAYMENTS

- A. County will send City a monthly statement outlining the amount of hours/funds expended and the balance remaining.
- B. County will send City an invoice when the balance of remaining hours/funds becomes low or on an as-needed basis.
- C. Payments by City shall be made to County within 30 days of receipt of invoice.
- D. Questions regarding billing should be directed to the Sheriff's Forensic Laboratory Director by telephone (650) 312-5306 or by mail to:

San Mateo County Sheriff's Office Forensic Laboratory
50 Tower Road
San Mateo, CA 94402