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CMS ID: 8497

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

This Agreement is entered into this 01 day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of Vallejo, hereinafter called "Entity."

\* \* \*

Whereas, it is necessary and desirable that County perform work/services for 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 Entity 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, Entity shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall Entity's total fiscal obligation under this Agreement exceed **Four Hundred Fifty Thousand Dollars (\$450,000)**. In the event that the Entity makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the Entity 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 01, 2021**, through **June 30, 2024**.

**5. Termination**

This Agreement may be terminated by County, by the County's or his/her designee, or by Entity 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 Entity is to create an independent contractor relationship.

7. **Hold Harmless**

a. **General Hold Harmless**

Entity 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 County 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 Entity 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 Entity'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, Entity'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 Entity 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**

Entity hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses or provides to County in relation to this Agreement, including the design, look, feel, features, source code, content, and 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. Entity warrants that the information and materials it provides to County under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Entity 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 information and materials provided to County under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Entity's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Entity promptly in writing of any notice of any such third-party claim; (b) County cooperates with Entity, at Entity's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Entity retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Entity 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 Entity'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 Entity's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Entity shall, at Entity's option and expense, either: (i) procure for Entity the right to continue using the information and materials without infringement or (ii) replace or modify the information and materials so that they become non-infringing but remain functionally equivalent.

The duty of Entity 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.

**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 Entity.

**9. Insurance**

**a. General Requirements**

Entity shall advise County of any insurance coverage requirements, and County shall provide evidence of appropriate coverage to Entity upon request.

**b. Workers' Compensation and Employer's Liability Insurance**

Each party to this agreement 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, each party 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**

County shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect County 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 County's operations under this Agreement, whether such operations be by County, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

**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 Entity 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 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: 400 County Center, 3rd floor, Redwood City, CA 94063  
Telephone: 650-363-7819  
Email: VRuiz@smcgov.org

In the case of Entity, to:

Name/Title: Bonnie Mirante/Administrative Manager  
Address: 111 Amador St, Vallejo, CA 94590  
Email: bonnie.mirante@cityofvallejo.net


**14. 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.

\* \* \*

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

**For Entity:** CITY OF VALLEJO

<small>DocuSigned by:</small>  <small>ECE4356E6D7B4A5...</small> Entity Signature	7/16/2021 Date	Anne Cardwell Entity Name (please print)
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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

### **Exhibit A - Services**

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

#### **1. DESCRIPTION OF SERVICES TO BE PERFORMED BY COUNTY**

The purpose of the 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.

A. County Forensic Laboratory Team will respond, upon request by the City to:

- 1) City's police officer involved shootings or to events in which the City's law enforcement officers are injured or killed in the line of duty.
- 2) Complex crime scenes that require the processing of a scene beyond the scope of resources/experience/training of the Vallejo Police Department crime scene personnel. This is to be determined by the Vallejo Police Department's Investigations Supervisor or his/her designee. This service may not be used more than twice in any twelve-month period. The County has the right to decline to respond based on its determination that current Laboratory staffing is insufficient or they are occupied performing work for the County.
- 3) Sheriff's Forensic Laboratory on-call personnel or Supervisor will be available to assist the City via telephone 24/7.
- 4) The Sheriff's Office Forensic Laboratory will perform the following forensic examinations for the City, or seek out a provider at the Sheriff's Office direct costs for the following services:

-Latent Print AFIS searches	-Serial Number Restoration
-Forensic Biology Screening	-*Trace Analysis
-Fingerprint Comparisons	-Firearm NIBIN Searches
-Forensic Biology, DNA typing	-*Shoe/Tire Impressions
-Fingerprint Processing of Evidence	-Distance Determination
-Solid Dose Drug Testing	-*Blood Pattern Interpretation
-Firearms Comparison	-Toolmark Comparison
-Blood Alcohol Testing	-*Arson Analysis
-No Gun Identification	-Physical Match
-*Gunshot Residue Testing	-*Blood/Urine Drug Analysis
-*Fracture Matching Analysis	-DOJ/AFIS entry
-CODIS Entry	-*Crime Scene Reconstruction

*\*The Sheriff's Office Forensic Laboratory does not conduct analysis on these items but will seek out a provider if requested.*

- 5) City will deliver the evidence items for testing to the Sheriff's Office Forensic Laboratory.

**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. RATES**

- A. For the period of **July 1, 2021 to June 30, 2022**, the City will pay the County in advance for 100 hours (24,789.00) of forensic examination/service at the hourly rate of \$247.89.
  - 1) If the City expends more than 100 hours during FY21-22, the City will pay County in advance in increments of 100 hours.
  - 2) If a balance of unused hours exists at the end of FY21-22, the hours will be credited to FY 2022-23 at the FY2022-23 rate of \$255.33.
  
- B. For the period of **July 1, 2022 to June 30, 2023**, the City will pay the County in advance for 100 hours (25,533.00) of forensic examination/service at the hourly rate of \$255.33.
  - 1) If the City expends more than 100 hours during FY22-23, the City will pay County in advance in increments of 100 hours.
  - 2) If a balance of unused hours exists at the end of FY22-23, the hours will be credited to FY 2023-24 at the FY2023-24 rate of \$262.99.
  
- C. For the period of **July 1, 2023 to June 30, 2024**, the City will pay the County in advance for 100 hours (26,299.00) of forensic examination/service at the hourly rate of \$262.99.
  - 1) If the City expends more than 100 hours during FY23-24, the City will pay County in advance in increments of 100 hours.
  - 2) If a balance of unused hours exists at the end of FY24-25, the hours will be credited to FY 2024-25 at the FY2023-24 rate of \$270.88.
  
- D. The City will reimburse the County for court testimony at the rate of \$90 per hour, plus travel time. There will be no charge for the first two hours per court appearance.

**2. PAYMENTS**

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

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