

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of November, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California ("COUNTY"), and Serological Research Institute, a California non-profit corporation whose address is, 3053 Research Drive, Richmond, CA 94806 ("CONTRACTOR").

WITNESSETH:

WHEREAS, the Fresno County Sheriff-Coroner, Public Administrator's Office, Forensic Laboratory needs an accredited source to outsource DNA case analysis, and,

WHEREAS, CONTRACTOR is a fully accredited laboratory which represents that it has the skill, training, and experience to provide forensic serology and DNA examinations and analysis to the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall conduct Forensic Serology and DNA examinations of blood, tissue, bone, hair, and body fluids as requested by COUNTY, in accordance with CONTRACTOR'S quality control policy and accreditation guidelines. CONTRACTOR shall perform DNA analysis using Life Technologies Identifier chemistry and move to the Globalfilter chemistry, as required by the FBI.

B. CONTRACTOR shall maintain accreditation in accordance with the FBI QAS standard and the ISO 17025 standards for DNA Testing laboratories. CONTRACTOR will provide COUNTY, upon request, accreditation documents showing that CONTRACTOR meets the ISO and QAS standards.

2. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on December 1, 2021, through and including November 30, 2024. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Sheriff or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory

1 performance.

2 3. TERMINATION

3 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
4 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
5 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
6 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

7 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
8 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 9 1) An illegal or improper use of funds;
- 10 2) A failure to comply with any term of this Agreement;
- 11 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 12 4) Improperly performed service.
- 13 5) The loss of the CONTRACTOR'S accreditation status

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
15 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
16 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
17 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
18 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
19 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
20 any such funds upon demand.

21 C. Without Cause - Under circumstances other than those set forth above, this
22 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
23 intention to terminate to CONTRACTOR.

24 4. COMPENSATION/INVOICING:

25 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation
26 according to the rates listed in Exhibit A, which is attached and incorporated by this reference.
27 CONTRACTOR shall submit invoices to the County of Fresno, Sheriff-Coroner, Public Administrator's
28 Office, Forensic Laboratory at the same time CONTRACTOR submits the completed analysis requested by

1 COUNTY. Invoices for the Sheriff-Coroner, Public Administrator's Office shall be delivered to the Fresno
2 County Sheriff-Coroner, Public Administrator's Forensic Laboratory, 1256 Divisadero, Fresno, California
3 93721.

4 In no event shall compensation paid for services performed under this Agreement exceed Two
5 Hundred Thousand Dollars (\$200,000) annually (December 1st – November 30th during the term of this
6 Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services
7 under this Agreement shall be borne by CONTRACTOR. Over the entire term of this Agreement, in no
8 event shall compensation paid for services performed under this Agreement exceed One Million and
9 no/100 Dollars (\$1,000,000). CONTRACTOR shall only be compensated for services actually performed
10 under this Agreement, and shall not be entitled to any minimum amount of compensation. The maximum
11 compensation as stated in this Section 4 shall include applicable California sales tax and all monthly
12 maintenance and service fees. COUNTY shall pay CONTRACTOR for completed services after a
13 minimum of forty-five (45) days from date of receipt of invoice by the COUNTY.

14 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
15 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
16 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
17 times be acting and performing as an independent contractor, and shall act in an independent capacity and
18 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
19 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
20 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
21 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
22 terms and conditions thereof.

23 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
24 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

25 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
26 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
27 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
28 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating

1 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
2 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
3 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

4 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
5 written consent of all the parties without, in any way, affecting the remainder.

6 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
7 nor their rights or duties under this Agreement without the prior written consent of the other party.

8 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
9 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
10 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
11 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
12 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
13 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
14 or corporation who may be injured or damaged by the performance, or failure to perform, of
15 CONTRACTOR, its officers, agents, or employees under this Agreement.

16 The provisions of this Section 8 shall survive termination of this Agreement.

17 9. INSURANCE

18 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
19 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
20 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
21 Joint Powers Agreement (JPA) throughout the term of the Agreement:

22 A. Commercial General Liability

23 Commercial General Liability Insurance with limits of not less than Two Million Dollars
24 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
25 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
26 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
27 liability or any other liability insurance deemed necessary because of the nature of this contract.
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1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
3 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
4 used in connection with this Agreement.

5 C. Professional Liability

6 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
7 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
8 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

9 D. Worker's Compensation

10 A policy of Worker's Compensation insurance as may be required by the California Labor
11 Code.

12 Additional Requirements Relating to Insurance

13 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
14 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
15 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
16 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
17 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
18 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
19 a minimum of thirty (30) days advance written notice given to COUNTY.

20 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
21 employees any amounts paid by the policy of worker's compensation insurance required by this
22 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
23 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
24 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

25 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
26 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
27 foregoing policies, as required herein, to the County of Fresno, Michael Koop, 1256 Divisadero, Fresno,
28 California 93721, stating that such insurance coverage have been obtained and are in full force; that the

1 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
2 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
3 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
4 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
5 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
6 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
7 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
8 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
9 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
10 without a minimum of thirty (30) days advance, written notice given to COUNTY.

11 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
12 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
13 Agreement upon the occurrence of such event.

14 All policies shall be issued by admitted insurers licensed to do business in the State of California,
15 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
16 FSC VII or better.

17 10. SINGLE AUDIT CLAUSE

18 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00)
19 or more in Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in accordance
20 with the requirements of the Single Audit Standards as set forth in 2CFR Part 200. CONTRACTOR shall
21 submit said audit and management letter to COUNTY. The audit must include a statement of findings or a
22 statement that there were no findings. If there were negative findings, CONTRACTOR must include a
23 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct
24 any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to
25 COUNTY's Sheriff-Coroner's Business Office for review within nine (9) months of the end of any fiscal year
26 in which funds were expended and/or received for the program. Failure to perform the requisite audit
27 functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at
28 COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the inability

1 of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this Agreement
2 are the sole responsibility of CONTRACTOR.

3 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not
4 exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement. If a single audit is not
5 applicable, a program audit must be performed and a program audit report with management letter shall be
6 submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's
7 solvency. Said audit report shall be delivered to COUNTY's Sheriff-Coroner's Business Office for review,
8 no later than nine (9) months after the close of the fiscal year in which the funds supplied through this
9 Agreement are expended. Failure to comply with this Act may result in COUNTY performing the necessary
10 audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this
11 Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate
12 any material noncompliance or weakness found as a result of such audit. Audit work performed by
13 COUNTY under this section shall be billed to the CONTRACTOR at COUNTY's cost, as determined by
14 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

15 C. CONTRACTOR shall make available all records and accounts for inspection by
16 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal
17 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
18 least three (3) years following final payment under this Agreement or the closure of all other pending
19 matters, whichever is later.

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21 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
22 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
23 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
24 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
25 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.
26 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the
27 examination and audit of the California State Auditor for a period of three (3) years after final payment
28 under contract (Government Code Section 8546.7).

1 12. NOTICES: The persons and their addresses having authority to give and receive notices
2 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Serological Research Institute, Inc.
Sheriff-Coroner, Public-Administrator's Office	Ledia McVeigh
Forensic Services Coordinator	3053 Research Drive
Sheriff's Forensic Laboratory	Richmond, CA 94806
1256 Divisadero	
Fresno, CA 93721	

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8 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
9 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
10 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
11 personal service is effective upon service to the recipient. A notice delivered by first-class United States
12 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
13 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
14 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
15 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
16 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
17 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
18 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
19 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
20 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
21 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
22 beginning with section 810).

23 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
24 only be in Fresno County, California. The rights and obligations of the parties and all interpretation and
25 performance of this Agreement shall be governed in all respects by the laws of the State of California.

26 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

27 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
28 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status

1 to operate as a corporation.

2 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
3 that they are a party to while CONTRACTOR is providing goods or performing services under this
4 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
5 and in which one or more of its directors has a material financial interest. Members of the Board of
6 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
7 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B, and incorporated herein by
8 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
9 immediately thereafter.

10 15. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by
11 electronic signature as provided in this section. An "electronic signature" means any symbol or process
12 intended by an individual signing this Agreement to represent their signature, including but not limited to (1)
13 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned
14 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
15 affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of
16 the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any
17 administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten
18 signature of that person. The provisions of this section satisfy the requirements of Civil Code section
19 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
20 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and
21 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
22 and agrees that each other party may rely upon that representation. This Agreement is not conditioned
23 upon the parties conducting the transactions under it by electronic means and either party may sign this
24 Agreement with an original handwritten signature.

25 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
26 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
27 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
28 understanding of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR
Digitally signed by
Gary C. Harmor
Date: 2021.11.03
10:28:39 -07'00'

Harmor

(Authorized Signature)

Gary C. Harmor

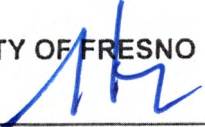
Print Name & Title

Executive Director

3053 Research Drive, Richmond CA 94806

Mailing Address

COUNTY OF FRESNO



Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:  _____
Deputy

FOR ACCOUNTING USE ONLY:

Fund:0001

Subclass:10000

ORG:3111-6338; 3111-3318

Account:7295



Fee Schedule

Standard Services

(All prices are per item unless otherwise specified.)

Administrative Services

Administrative fee per case (*minimum*): \$600
CODIS upload fee per DNA profile: \$500

Fee includes evidence receipt, handling, & return, case management, client communication, analytical report. May be subject to increase based on the complexity and number of items submitted.

Body Fluid Screening

Swab or cutting: \$500
Sexual assault kit: \$600
Other items: \$750

Body fluid screening typically includes screening for blood, semen, and saliva but, if requested, can also include urine, feces, menstrual blood, or vomit at no additional fee.

DNA Quantitation

Cartridge casings: 1-6 casings, \$200 each
7-12 casings, \$150 each
13 or more casings, \$100 each
Other items: \$300

DNA quantitation includes assessing the quantity and quality of DNA and determining whether male DNA, female DNA, or both are present. If an item has no DNA or a trace amount of DNA, it may be advisable to stop further testing.

DNA (STR) Analysis

References (blood or saliva): \$700
Cartridge casings: \$450 (*in addition to quantitation fees*)
Wearer/Touch/Handler items (including firearms): \$2100
M-Vac System® collection: \$2100
Other items: \$1000

DNA analysis includes analyzing DNA for the presence of short tandem repeats (STRs) in order to develop a DNA profile that may be suitable for comparison to DNA from reference samples, other evidence, or profiles in CODIS.

Mitochondrial DNA Analysis

References or evidence: \$1800

If traditional STR analysis cannot yield results, mitochondrial or Y-STR analysis may still generate useful genetic information. Please note information from these processes would not be eligible for CODIS upload.

Y-STR Analysis

DNA extracts: \$600
References: \$700
Evidence: \$1000

Other Services

Please contact us for pricing information for any of the following

Kinship Analysis	Species Identification	DUI
Forensic Paternity	Case Review & Consultation	Onsite Laboratory Observation
DNA Preparation for Genetic Genealogy	Expert Witness Testimony	Long Term Evidence Storage

Expedited Turnaround Times

We can provide faster turnaround times at a percentage fee added to the total billable cost

20 business days	25% fee
10 business days	50% fee
5 business days	75% fee
48 hours (2 business days)	100% fee

EXHIBIT B

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	