

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ENVIRONMENTAL INNOVATIONS, INC.**

This Agreement is entered into this 9<sup>th</sup> day of November, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and Environmental Innovations, Inc., 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 coordination, technical implementation, and inclusive engagement of the County of San Mateo Green Business Program.

**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
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

**2. 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.

**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 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 Six Hundred and Seventy-Eight Thousand Dollars (\$678,000). 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.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 9, 2021, through November 8, 2024. The County shall have two options to extend the term for an additional period of one year under the same terms as set forth herein. In order to exercise such option, the County shall provide written notice to Contractor at least 30 days prior to the expiration of the term then in effect.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Director or the Director's 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.

#### **6. 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.

**7. 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.

**8. 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.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or 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.

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

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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.

## **9. 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.

## **10. 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

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.

## **11. 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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. 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.

#### **13. 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 unless this Agreement's total value listed in the



Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. 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.

**15. 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.

**16. 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.

**17. 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: Hannah Doress, Sustainability Specialist  
Address: Office of Sustainability,  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063  
Telephone: (650) 599-1468  
Email: hdoress@smcgov.org

In the case of Contractor, to:

Name/Title: Josephine Fleming  
Address: 307 Laguna Street, Santa Cruz, CA 95060  
Telephone: (831) 706-7384  
Email: jofleming@environmentalin.com

#### **18. 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.

#### **19. 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.

#### **20. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

\* \* \*

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

For Contractor: **ENVIRONMENTAL INNOVATIONS, INC.**

Josephine Fleming  
Contractor Signature

10/13/21  
Date

Josephine Fleming  
Contractor 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**

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

Contractor will coordinate the San Mateo County Green Business Program. The program is part of a statewide Green Business Certification Program and is conducted using the certification process, and database managed by the California Green Business Network (CAGBN).

The primary population served by this program consists of small and medium sized businesses as defined by the California Green Business Program in San Mateo County cities and unincorporated areas. However, nonprofits, faith-based organizations and government offices are also eligible for services. Larger businesses may be served by the program on a case-by-case basis.

Scope of work shall include the items listed below. Contractor is expected to achieve a minimum of 50 certifications per year.

### **Task 1: Coordinate San Mateo County Green Business Program.**

Coordination of the San Mateo County Green Business Program (SMCGBP) includes assisting businesses to complete Green Business Efficiency Recognition, Full Certification or Recertification. Contractor will assure businesses have a positive experience and receive actionable technical support and will be expected to effectively build rapport with owners of a wide variety of businesses that reflect the demographic diversity of San Mateo County. Contractor will maintain expert working knowledge of the California Green Business Program and best practices and assess and recommend advantageous regional or state collaborations. Contractor will employ strategies to service small and medium sized businesses in socially vulnerable and/or low-income communities and will endeavor to make the program as inclusive and accessible as possible to serve the population of San Mateo County.

Key elements include:

- 1.1. **Technical Assistance for Full Certification and Efficiency Recognition:** Provide customized sustainability consulting to assist businesses in completing the actions needed to achieve certification, recertification, or efficiency recognition using the California Green Business database platform. The Efficiency Recognition level of the SMCGBP brings businesses through a subset of the most impactful and cost-saving sustainability measures. Businesses are encouraged to continue their pathway towards full business certification. As needed, conduct research to assist businesses to find suitable replacement products and services to meet their sustainability goals. Contractor will continue to provide Spanish-language services, will build Chinese language services and continue to work with the County to provide equitable access to business-owners who speak languages other than English. This will be achieved through efforts including use of bilingual staff and community-based organization (CBO) partnerships.
- 1.2. Contractor will assist all businesses to access appropriate rebates and incentives, conduct virtual or in person visits depending on COVID-19 restrictions, and develop a recognition approach for efficiency businesses.

- 1.3. **Administer Prebates.** Contractor will administer the prebate program in accordance with the guidelines established by the County. The purpose of the program is to help businesses in socially vulnerable and low-income communities achieve Efficiency Recognition or Full Certification.
- Contractor will utilize the following process for distribution and tracking prebates:
    - Contractor identifies the needs of the business during their assessment
    - Contractor verifies that the business meets the prebate criteria provided by the County
    - Contractor's researches the product or service and places order
    - Contractor confirms in writing that the product or service was successfully utilized as part of completing the Green Business the recognition or certification process.
    - Contractor invoices for expense and tracks the cost on a central tracking spreadsheet
- 1.4. **Coordination with relevant agencies and organizations.** Partner with County and City government programs, COVID-19 recovery efforts, environmental agencies, local organizations, and service providers to recruit and service businesses. As needed, acquaint businesses with agencies specific and pertinent to the County of San Mateo and their resources and requirements.
- 1.5. **Equity and inclusion.** Operationalize equity and inclusion improvements into the Program. Assist with improving program inclusiveness, accessibility, and responsiveness. The program will continue to incorporate equity goals as directed by the County. This may include changes to program practices, development of new culturally and linguistically appropriate approaches, approaches to increase accessibility for business owners with disabilities, pilot projects and/or other approaches.
- 1.6. **Climate resilience.** Identify opportunities to incorporate business resilience measures, such as those that decrease heat, smoke, flooding or other climate impacts to small and medium businesses as optional measures for Efficiency Recognition and Full Certification in the short-term and to propose them as potential statewide measures in the mid-term. Research best practices, conduct research with existing and prospective SMCGBP businesses, identify County and agency synergies, and recommend and pilot approaches to incorporate business resilience into the SMCGBP.

**Deliverables:**

- 50 Certifications / Efficiency level recognitions completed annually to include:
  - Efficiency
  - Re-certifications
  - New Full Certifications
- Recognition approach developed for efficiency businesses
- Spanish language materials updated as needed
- A minimum of 20 Prebate payments completed and documented
- Draft and final climate resilience measures completed.

## **Task 2: Conduct Outreach, Recruitment and Marketing to Serve San Mateo County Business Owners.**

Contractor will:

- 2.1 Conduct one-to-one direct business outreach and tailored events designed to enroll prospects into the program.** Develop and implement outreach and recruitment methods to build a robust pipeline of prospects from all County regions. Assure culturally and linguistically appropriate and disability accessible outreach and recruitment tailored to different audiences.
  - Inform businesses about available rebates, prebates, and incentives, and how they might use them advantageously.
  - Contractor may purchase promotional giveaways with a focus on sample sustainable products that are useful to businesses and may include items that support business resilience.
  
- 2.2 Conduct marketing activities** that successfully recruit businesses to learn more about the program. Contractor shall conduct or subcontract online and social media marketing in English, Spanish, other languages such as Mandarin, and disability accessible marketing. Assist completed businesses with any marketing benefits they may be eligible to receive.
  - Update website content and develop social media posts in languages needed. Send regular email newsletters to list of Green Businesses, prospects and interested parties. Maintain email list and draft newsletters on Mailchimp.
  - Leveraging SMCGBP branding, update marketing collateral provided by CAGBN, which may include branded signage for Green Businesses, in languages needed.
  
- 2.3 Increase consumer awareness of Program.** Develop strategies for increasing consumer awareness and interest in doing business with SMCGBP businesses. Conduct research, pilot approaches, and refine strategies.
  - Utilize funds for consumer incentives, such as coupons, drawing prizes, or other strategies.
  
- 2.4 Manage community-based partnership subcontracts.** Conduct solicitation for community-based partners. Manage partnerships and conduct training as needed.
  - Community-based partner subcontractor tasks to include:
    - Identify and engage prospect businesses in socially vulnerable communities and/or low-income neighborhoods.
    - Conduct virtual or onsite interviews to educate the business on becoming an efficiency participant and how they could apply available prebate and rebate funds.
    - Provide relationship-management and engagement to assist Contractor staff to certify businesses, or with adequate training and supervision, certify businesses.
    - Provide culturally and linguistically competent and disability accessible community engagement such as webinars or in person events (depending on COVID-19 restrictions), in person or virtual visits, telephone, text, email and/or social media engagement.



- Administer funds for community-based partnerships. Contractor will manage solicitation, enter into contracts with community-based partners, and manage timely payments to partners.

### **Deliverables**

- Direct outreach to at least 300 businesses per year, including approximately 150 businesses in socially vulnerable and/or low-income communities, and 25 businesses in unincorporated areas of the County
- A minimum of 4 virtual or in person events, including in languages other than English.
- Social media posts featuring businesses that complete full certification or recertification and group highlights for efficiency businesses.
- Marketing / recruitment presentations at established meetings such as Chamber or community meetings
- Marketing videos including in Spanish, Chinese, or another language that would support monolingual people to access the program
- Online and presentation materials with text captions or verbally presented descriptions of images for participants with visual impairments

### **Task 3: Project Management, Reporting and Billing**

- 3.1 Contractor will practice effective and responsive project management, communication, invoicing, and reporting. Provide strong project management of contractor teams and sub-contractors, if any, and coordinate internally to ensure the project goals, timeline, and budget requirements are met. Monitor effectiveness of approaches measured in new inquiries, registrations and/or certifications for the program. Recommend adjustments to improve overall program performance.
- 3.2 Contractor will provide quarterly reports on the activities of the program, including tasks accomplished, status of deliverables, number of businesses contacted, numbers certified in general and for businesses in socially vulnerable and low-income communities, as well as successes and challenges. The reports will also review progress to date and update plans for scheduling and completing deliverables. Contractor will also provide a final report summarizing collected business metrics and program developments to include greenhouse gas emissions reduction, waste diversion and resource conservation impact of the program and recommendations for improving performance. Each report will include demographic and geographic data about businesses currently in and being engaged by SMCGBP, as directed by County. Contractor and subcontractors will incorporate demographic survey questions as directed by County.

### **Deliverables:**

- Quarterly, grant and final reports
- Collection of demographic, geographic, and sustainability data.

**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:

Contractor shall not begin work on a task until a task order has been given by the County. Contingency funds and task(s)/deliverable(s) must be pre-approved by the County prior to commencing said task or deliverable.

The County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Contractor will submit detailed invoices to the County based on deliverables outlined under Payment Scheduled below. Each invoice submitted must include the following information, at a minimum:

1. Task number,
2. Time period covered,
3. Detailed statement of services/work completed and non-labor costs for the invoiced period, percentage complete, and any deliverables,
4. Billed hours for each position, names of staff, hours billed at applicable rates, and supporting documentation including timesheets or time logs for staff with a description of the work performed,
5. Include receipts or similar documentation for non-labor costs, and
6. Monthly Report detailing work completed to date by task and subtask.

Invoices will be reviewed by County staff and processed by the Department's fiscal team within 30 days of approval of invoice by the County. The total amount of this contract will not exceed \$678,000, or \$226,000 each year during the term of the agreement.

<b>San Mateo County Green Business Program Project Schedule &amp; Budget</b>							
<b>Specific Activities</b>	<b>Staff</b>	<b>Hourly Rate</b>	<b>Annual Hours</b>	<b>Annual Personnel Costs</b>	<b>Other Expenses</b>	<b>Annual Budget</b>	<b>Total 3 Year Budget</b>
<b>Task 1: Technical Assistance for Certification and Efficiency Level:</b>							
Program Coordinator	Lawrence Nussbaum	\$110	250	\$27,500		\$27,500	\$82,500
Program Assistance	Paul May	\$90	575	\$51,750		\$51,750	\$155,250
Prebate Manager	Shawn Orgel-Olson	\$110	70	\$7,700		\$7,700	\$23,100
Prebates for Businesses					\$15,000	\$15,000	\$45,000
		<b>Subtotal</b>	<b>895</b>	<b>\$86,950</b>	<b>\$15,000</b>	<b>\$101,950</b>	<b>\$305,850</b>
<b>Task 2: Outreach, Recruitment and Marketing</b>							
Program Coordinator	Lawrence Nussbaum	\$110	200	\$22,000		\$22,000	\$66,000
Program Assistant	Paul May, Saburi Sai, Luis Vizcardo and/or Maria Corona	\$90	380	\$34,200		\$34,200	\$102,600
Marketing Director	Shawn Orgel-Olson, Anna Hirst	\$110	142	\$15,620		\$15,620	\$46,860

Advertising					\$7,000	\$7,000	\$21,000
Promotional Giveaways					\$5,000	\$5,000	\$15,000
CBO Funding					\$30,000	\$30,000	\$90,000
		<b>Subtotal</b>	<b>722</b>	<b>\$71,820</b>	<b>\$42,000</b>	<b>\$113,820</b>	<b>\$341,460</b>
<b>Task 3: Project Management, Reporting and Billing</b>							
Program Coordinator	Lawrence Nussbaum	\$110	55	\$6,050		\$6,050	\$18,150
Finance Director	Liz Sullivan	\$90	12	\$1,080		\$1,080	\$3,240
Contingency				\$3,100		\$3,100	\$9,300
		<b>Subtotal</b>	<b>67</b>	<b>\$10,230</b>		<b>\$10,230</b>	<b>\$30,690</b>
<b>PROJECT TOTAL</b>			<b>1684</b>	<b>\$169,000</b>	<b>\$57,000</b>	<b>\$226,000</b>	<b>\$678,000</b>

## **Attachment IP**

### **Intellectual Property Rights**

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1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

# ATTACHMENT I

## Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Date:

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jerry Seagreaves Seagreaves Insurance 2425 Porter St, Ste 17 Soquel, CA 95073	CONTACT NAME: Jerry Seagreaves		
	PHONE (A/C, No, Ext): (831) 464-1870	FAX (A/C, No): (831) 475-5045	
	E-MAIL ADDRESS: office@seagreaves.net		
INSURED Environmental Innovations 307 Laguna St Santa Cruz, CA 95060	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox		10200
	INSURER B: Farmers Ins Exch		21652
	INSURER C: State Compensation Insurance Fund		35076
	INSURER D: Lloyd's Of London		
	INSURER E:		
INSURER F:			

COVERAGES      CERTIFICATE NUMBER: 1577      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		UDC-4496981-CGL-21	06/15/21	06/15/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		606766914	10/18/21	10/18/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> Y    N/A	9160962-21	06/16/21	06/16/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	X		PSJ0531151851	04/20/21	04/20/22	Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of San Mateo is named as additional insured.

<b>CERTIFICATE HOLDER</b> County of San Mateo Office of Sustainability 455 County Center, 4th Floor Redwood City, CA 94063	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE 