

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AdManor, Inc.**

This Agreement is entered into this Friday, August 22, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and AdManor, 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 Advertising Agency 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 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 ONE HUNDRED NINETY-NINE THOUSAND, NINE HUNDRED AND NINETY-NINE DOLLARS (\$199,999.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Friday, August 22, 2025 through Monday, August 21, 2028.

**5. Termination**

This Agreement may be terminated by Contractor or by the Director or his/her 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 to 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.

### **1. 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**

### **10.1. 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.

### **10.2. 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.

### **10.3. 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:

Comprehensive General Liability . . . . . \$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, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

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

**12. Levine Act Compliance**

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the

County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

### **13. Non-Discrimination and Other Requirements**

#### **13.1. 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.

#### **13.2. 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.

#### **13.3. 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.

#### **13.4. 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.

#### **13.5. 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.

#### **13.6. 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.

### **13.7. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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.

### **13.8. 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.

### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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: Karen Wang/Communications Officer  
Address: 455 County Center, Redwood City, CA, 94063  
Telephone: (650) 363-4168  
Email: kwang1@smcgov.org

In the case of Contractor, to:

Name/Title: Sandi Manor/President  
Address: 260 Rio del Mar Boulevard #17, Aptos, CA 95003  
Telephone: 8664442623  
Email: sandi@admanor.com

## **19. 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.

## **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.

**21. Additional Technology Terms and Conditions**

## 21.1 Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

## **21 Intellectual Property**

### **21.1. Intellectual Property Rights**

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 **SECTION** 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.

**22. SB1383**

**22.1. Mandatory Paper Product Procurement Requirements**

Contractor hereby certifies that they will satisfy the following requirements:

**SB 1383 Compliant Invoicing and Record-Keeping**

A. Contracts for products: With each purchase order, Contractor shall provide an invoice that details the paper products purchased by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price to the County Department or Agency that submits the order.

B. Contracts for services: If the County purchases or is supplied with paper products from Contractor through an agreement for services, Contractor shall provide an invoice, at least quarterly, that details the paper products provided to the County by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price.

**SB 1383 Compliant Paper Products**

A. All paper products offered, sold, or provided to the County pursuant to this Agreement shall conform to the following:

i. Paper products must consist of at least the minimum recycled content, by weight, post-consumer fiber per the table below:

<b>Product Category</b>	<b>Product Type</b>	<b>Minimum Recycled Content</b>
Office supplies	File folders, envelopes, index cards, cartons, wrapping, packaging, corrugated boxes	30%
Writing and printing papers	Copy, xerographic, watermark, cotton fiber, offset, note pads, printer, other uncoated writing papers	

Printed materials	Calendars, brochures, reports, magazines, publications, posters, newsprint, book paper, forms	
Janitorial supplies	Toilet paper	45%
	Paper towels, general purpose paper wipers	40%
	Toilet seat covers, facial tissue	30%
Foodware	Napkins, plates, bowls, cups, food trays, takeout boxes, placemats, etc.	40%
Other	All other paper products	30%

ii. Products shall be eligible for an unqualified recyclable label as defined in the Code of Federal Regulations Title 16, Section 260.12 unless eligibility is unable to be determined due to lack of information required to make the determination. A product is eligible to be labelled with an unqualified recyclable label if recycling facilities are available to a substantial majority (at least 60 percent) of consumers or communities where the item is sold, and the entire product, excluding minor incidental components, is recyclable.

B. Paper products that do not meet the minimum recycled-content standard may be offered, sold, or provided to the County if comparable recycled-content products are not available at the same cost or within a 10% price preference compared to non-recycled product alternatives, or if the recycled-content products are not of the same fitness or quality as the non-recycled products.

C. Whenever possible, Contractor shall set ordering controls to ensure County personnel order compliant products that meet the requirements of this agreement.

**Approved SB 1383 Compliant Paper Products**

Contractor shall complete the following table with information on all paper products offered, sold, or provided to the County pursuant to this Agreement that meet the post-consumer recycled content and unqualified recyclable label requirements set forth herein. Add additional rows as needed.

During the term of the Agreement, the Contractor shall notify the County contract administrator when and if SB 1383 compliant paper products listed below are temporarily or permanently unavailable and timely suggest alternative compliant products.

**Approved Compliant Paper Products**





**Contractor Explanation for Non-Compliant Paper Products**

*Example: Paper Cups offered because 30% post-consumer content alternative products are only available at a higher total cost.*

County reserves the right to request additional information or an additional paper procurement reporting form if this attachment is found to be incomplete. More information on the County's paper procurement policy can be found here:

<https://www.smcsustainability.org/sb1383procurementcompliance>

**I agree to the terms of this attachment and certify that the above information is correct to the best of my knowledge.**

**Signature:**

**Name:**

**Date:**

SIGNATURE PAGE TO FOLLOW

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.**

For Contractor: AdManor, Inc.

**Sandi Manor** Digitally signed by Sandi Manor  
Date: 2025.08.29 12:34:02  
-07'00'  
\_\_\_\_\_  
Contractor Signature

**08/29/25**  
\_\_\_\_\_  
Date

**Sandi Manor**  
\_\_\_\_\_  
Contractor Name (please print)

---

For County:

  
\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

09/02/2025  
\_\_\_\_\_  
Date

Jasneet W. Sharma  
\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

Director  
\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

## Exhibits List

A

B

C - Attachment J

### **Exhibit A**

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

Under the direction of the Sustainability Department, the contractor will provide on-call professional advertising services for multiple public campaigns including providing guidance on strategy and creative, devising a media plan, and placing, purchasing and tracking advertising on social media, in newspapers, broadcast, movie theaters, and other media.

Examples of the advertising campaigns include promoting workshops and events and sustainability related public education and behavior change campaigns. Tasks may include but are not limited to:

1. In coordination with the Sustainability Department, conduct market research and develop a media buy/advertising strategy to meet the needs, goals, budget and timeline of each campaign.
2. Coordinate development and placement of the ad buys.
3. Work with County to develop and deliver content and advertising material.
4. Manage ads and provide run logs and relevant metrics upon campaign completion.
5. Provide evaluation of campaign objectives, performance indicators, and metrics, as requested.
6. Presentations, meetings, research, and other administrative tasks as agreed upon.
7. Other related tasks as necessary.

### **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:

#### **HOURLY RATE SCHEDULE**

Staff Title (s)	Years of Experience	Staff Hourly Rate(s)	FTE in organization
Project Manager	30	\$175	15%
Media Buyer	30	\$175	15%
Creative Director	30	\$175	15%
Market Research	30	\$175	15%
Copywriter	30	\$125	15%
Graphic Designer	30	\$125	15%
Admin Asst	30	\$125	15%
Web Designer	25	\$125	15%
Accounting	30	\$150	15%
Photographer	30	\$250	Subcontracted
Videographer	20	\$250	Subcontracted
Video Editor	20	\$250	Subcontracted
Translator	25	\$175	Subcontracted

### ESTIMATE FOR SERVICES

Although we have used your preferred format for the Hourly Rate Schedule, our billing is not typically based on the person providing the services, but the services provided. Our standard schedule of rates is provided.

Billable time increments are a minimum of 15 minutes (hourly x 0.25). Our goal is to be cost effective and cost efficient, helping you use your resources wisely. For design and creative projects, we strive to get copy, concepts and/or storyboards approved before starting layouts and production in order to minimize design changes (and subsequent art charges), image, video and voice costs.

We are amenable to providing estimates for each campaign or project. We bill hourly for our actual time and strive to deliver within our estimates. As needed, we will quote each project based on specifics, and establish a “not to exceed” amount on a per-project basis. All deliverables are digital files unless otherwise requested.

### STANDARD RATES

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Campaign Management	\$175 per hour
Strategic Planning	\$175 per hour
Creative Services	
Creative Development	\$175 per hour
Copywriting / Editing	\$125 per hour
Project Management	\$125 per hour
Art Direction	\$125 per hour
Event Management	\$175 per hour
Logistics (R&D, Planning)	\$100 per hour
Graphic Arts	
Graphic Design	\$125 per hour
Illustration	\$125 per hour
Typesetting	\$ 95 per hour
Graphic Animation	\$250 per hour
Photography	
Location Shoot (minimum \$750)	\$250 per hour
Stock Image Research	\$ 95 per hour
Image Licensing	Varies per usage
Web Services	
Web Design + Development	\$125 per hour

Radio (average spot \$575 to produce including copy, VO, mastering, music)	
Copywriting / Timing	\$125 per hour
Studio Production	\$250 per hour
Voiceover Talent	\$250 per person
Jingles (for studio + singers and copywriter)	\$225 per hour
Television (average spot \$3,500 for video, will quote for high concept)	
Copywriting / Timing	\$125 per hour
Video Shoot / Crew (per person)	\$250 per hour
Post Production	\$200 per hour
Talent (+casting and agent fees - estimated)	\$750 per person
Voiceover Talent	\$250 per
Audio Production	\$250 per hour
Public Relations / Press Relations	\$175 per hour
Translation Services	\$175 per page
Market Research (+ 10% markup to outside service costs)	\$175 per hour
Printing / Collateral	
10% mark up to cost of goods after negotiating best vendor pricing	
Media Buying	
15% commission as paid by the media, \$175 hourly rate for non-commissionable media or 17.65% markup on net cost (see explanation)	

## **MEDIA BUYING**

AdManor is a recognized and respected Bay Area media buying agency, earning the standard agency discount (15% commission) on commissionable media. For commissionable media (such as broadcast radio, television, programmatic digital), the agency purchases the media, and bills you the gross media cost. If Sustainability purchased the media directly from such media providers, they would still pay the gross total, as agency discounts are provided only to recognized agencies and in-house media buyers.

For non-commissionable media (such as Spotify, Meta, GoogleAds, newspaper, etc.) we markup net ad costs with a 17.65% for media commission, as that translates roughly to 15% of total gross. Our philosophy in applying the markup on net media costs is that it equalizes the agency's income on all options for a truly unbiased approach to our media planning and recommendations.

This compensates the time, service and expertise for media research, planning, negotiating and placing orders, scheduling, distributing creative, setting up targeting, monitoring ad performance, reconciling media invoices and providing the Authority with detailed information. We offer an option to charge hourly for these services in lieu of markups, though typically clients benefit from the commission-based billing.

Because small campaigns can require as much time as larger campaigns to research, implement and manage, hourly media buying rates will apply for media campaigns under \$5,000.

## **STOCK IMAGES / FOOTAGE**

Generally, we do not charge per image for stock resources, but bill time for locating and manipulating the assets. The standard royalty-free license that comes with our stock image subscription (and other common sources) prohibits us from sharing raw images; we may only provide the deliverable with the image included. If needed, we can determine additional licenses needed for specific image uses (sharing source images outside the produced deliverable).

## **MEETINGS vs. PRESENTATIONS**

AdManor does not charge hourly for client meetings, or time for normal travel to meetings within the area, phone calls or general written communications (text, email). We strongly believe that our clients should feel welcome to contact and communicate freely with us.

Charges may occur when responses require research and/or lengthy written explanation.

Preparation for meetings such as slide decks or reports are considered deliverables, and are billed at the hourly consulting rate.

Billable hourly rates will not increase for the duration of this agreement without prior approval from the County.

Pursuant to Section 3 of the Agreement, County's total payments for services shall not exceed \$199,999.

All invoices must include:

- A. Company letterhead
- B. Current remittance address
- C. Agreement/Contract # (provided by County)
- D. Invoice #
- E. Invoice date
- F. Total cost
- G. Amount owing
- H. Amount previously billed
- I. Amount remaining on agreement
- J. PO# (provided by County)

Contractor shall provide supporting documents concurrently upon invoice submittal, adequate to substantiate the charges. Adequate supporting documents include, but are not limited to: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of supporting documents required to verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed. The County reserves the right to withhold payment on invoices until Contractor provides adequate supporting documents. The adequacy of supporting documentation is in the sole discretion of the County.

Timesheets must include at a minimum, employee name, job title, date of hours worked, task hours are applied to, hourly rate, number of hours worked per date, total dollar value per day, per employee.

If reimbursable travel is permitted via this agreement, Contractor must comply with all provisions in Section 20. Reimbursable Travel Expenses. Travel shall only be reimbursed when conducted for tasks specified in Exhibit A of this agreement. Mileage rates shall be paid in accordance with the IRS mileage rate. Copies of Google Maps verifying the mileage from the starting point to the ending point must be submitted with invoices as supporting documents. Local Travel is authorized.



**Exhibit C**  
**Attachment J**

## ATTACHMENT J

### Mandatory Paper Product Procurement Requirements

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Contractor hereby certifies that they will satisfy the following requirements:

#### SB 1383 Compliant Invoicing and Record-Keeping

- A. Contracts for products: With each purchase order, Contractor shall provide an invoice that details the paper products purchased by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price to the County Department or Agency that submits the order.
- B. Contracts for services: If the County purchases or is supplied with paper products from Contractor through an agreement for services, Contractor shall provide an invoice, at least quarterly, that details the paper products provided to the County by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price.

#### SB 1383 Compliant Paper Products

- A. All paper products offered, sold, or provided to the County pursuant to this Agreement shall conform to the following:
  - i. Paper products must consist of at least the minimum recycled content, by weight, post-consumer fiber per the table below:

Product Category	Product Type	Minimum Recycled Content
Office supplies	File folders, envelopes, index cards, cartons, wrapping, packaging, corrugated boxes	30%
Writing and printing papers	Copy, xerographic, watermark, cotton fiber, offset, note pads, printer, other uncoated writing papers	
Printed materials	Calendars, brochures, reports, magazines, publications, posters, newsprint, book paper, forms	
Janitorial supplies	Toilet paper	45%
	Paper towels, general purpose paper wipers	40%
	Toilet seat covers, facial tissue	30%
Foodware	Napkins, plates, bowls, cups, food trays, takeout boxes, placemats, etc.	40%
Other	All other paper products	30%

- ii. Products shall be eligible for an unqualified recyclable label as defined in the Code of Federal Regulations Title 16, Section 260.12 unless eligibility is unable to be determined due to lack of information required to make the determination. A product is eligible to be labelled with an unqualified recyclable label if recycling facilities are available to a substantial majority (at least 60 percent) of consumers or communities where the item is sold, and the entire product, excluding minor incidental components, is recyclable.



employee identified in the Notice section of the Agreement, when compliant products are available to replace Approved Non-Compliant Paper Products.

<b>Approved Non-Compliant Paper Products</b>			
<b>Product, Product Category, or Services</b>	<b>Detailed Item Description</b>	<b>Minimum or Exact Percentage of Post-Consumer Recycled Fiber Content</b>	<b>Eligible for an Unqualified Recyclable Label (Yes/No/Unable to determine due to limited information)</b>
<i>Example: Food Service Ware</i>	<i>Paper Cups</i>	<i>10% post-consumer</i>	<i>Unable to determine due to limited information</i>

**Contractor Explanation for Approved Non-Compliant Paper Products**

Contractor shall provide an explanation and/or supporting documentation for the offering of all Approved Non-Compliant Paper Products listed above that do not meet the post-consumer recycled content or unqualified recyclable label requirements set forth herein. Explanations may include, but are not limited to, documenting limited or non-existent market availability, inadequate fitness or quality, or recycled products not being available for the same or less total cost of non-recycled products.

<b>Contractor Explanation for Non-Compliant Paper Products</b>
<i>Example: Paper Cups offered because 30% post-consumer content alternative products are only available at a higher total cost.</i>

County reserves the right to request additional information or an additional paper procurement reporting form if this attachment is found to be incomplete. More information on the County's paper procurement policy can be found here: <https://www.smcsustainability.org/sb1383procurementcompliance>

**I agree to the terms of this attachment and certify that the above information is correct to the best of my knowledge.**

<b>Signature:</b>	 Digitally signed by Sandi Manor Date: 2025.08.29 12:34:41 -07'00'
<b>Name:</b>	
<b>Date:</b>	