

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GREEN TOYS INC.

This Agreement is entered into this June 25, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Green Toys, Inc., hereinafter called "Entity."

* * *

Whereas, it is necessary and desirable that County perform work/services for Green Toys, Inc. for the purpose of providing warehousing, packaging, and shipping and receiving services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. Services to be Performed by County

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for Entity in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Entity shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall Entity's total fiscal obligation under this Agreement exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00). In the event that the Entity makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the Entity at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 21, 2024 through May 20, 2027.

5. Termination

This Agreement may be terminated by County, by the County Executive or his/her designee, or by Entity at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination, County shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

6. Relationship of Parties

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

7. Hold Harmless

a. General Hold Harmless

Entity shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of County under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Entity or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Entity's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Entity's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Entity to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

County shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by County under this Agreement without the prior written consent of Entity.

9. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Each party to this agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

County shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect County and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from County's operations under this Agreement, whether such operations be by County, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

10. Retention of Records; Right to Monitor and Audit

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

(c) Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address

listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Carlos Arrecis/Program Manager
Address: 550 Quarry Rd, San Carlos 94070
Telephone: 650-802-6496
Email: CArrecis@smcgov.org

In the case of Entity, to:

Name/Title: Tom Burns/Manager
Address: 3100 Dundee Road Suite 903-905, Northbrook, 60062
Telephone: 3124591364
Email: tom@greentoys.com

14. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

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

For Entity: GREEN TOYS, INC.

	5/17/2024 10:03 AM PDT	Tom Burns
DocuSigned by: <i>Tom Burns</i> 128E14BCDCCE408...	Date	Entity Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 080530
 President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:

By: 
 Clerk of Said Board

Exhibit A - Services

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

County's Vocational Rehabilitation Services (VRS) WorkCenter will provide the following services to Green Toys, Inc. ("Entity") in their warehouse at 550 Quarry, San Carlos, CA 94070.

County will:

1. Receive Order

- a. Receive email notification of order from Barney Baillie or designated Entity associate.
- b. Receive products in the warehouse or pick up products from designated location within 25 miles, check quantities, and scan applicable documents to Tom Burns at tom@greentoys.com, logistics@greentoys.com, or the designated Entity representative.

2. Production

- a. Build products to vendor specifications provided by Entity.
- b. Perform quality checks on products to ensure it is built to vendor specifications.

3. Inventory

- a. Store and manage inventory specific to productions being worked on by WorkCenter, i.e., Tea, Dish, Cookware, and Chef Set productions, which are consistent.
- b. The total inventory of pallets is not to exceed 60 standard sized pallets (40 x48 inches).
- c. Pallets in excess of 60 will incur additional fees.
- d. Pallets of inventory that are unused for 6+ months will incur additional fees.
- e. Non-standard pallets will incur additional fees.
- f. Inventory to be updated at the end of each month and sent to Tom Burns at barney@greentoys.com and logistics@greentoys.com.
- g. Inform Entity when low on special labels i.e., Stock Keep Unit (SKU), Master carton, other special labels.
- h. Provide rubber bands and quality control labels to be billed back to Entity.

4. Shipping

- a. Provide bill of lading (BOL) and ASN (Advanced Shipping Notice) for all Inventory in and out of the warehouse.
- b. Pick up and deliver material to various vendors, i.e., material for productions and finished goods.
- c. Tom Burns or a designated Entity representative will set up pickup and delivery time.

Entity will:

- 1. Email orders to VRS Production Manager on weekly basis.
- 2. Provide assembly, packaging labeling instructions for productions.
- 3. Provide special labels i.e., Stock Keep Unit (SKU), Master carton, other special labels.
- 4. Provide pallets for product shipments.
- 5. Order supplies for productions/labeling/packing slip bags.
- 6. Arrange for product pickup/delivery to and from WorkCenter.

Exhibit B – Payments and Rates

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

1. Rates**A. Standard Rates**

<u>ITEM/PART #</u>	<u>DESCRIPTION</u>	<u>PRICE PER UNIT</u>
Tea Set		
TEA01R	Tea Set Pink	\$0.75
TEAB-1074	Tea Set Blue	\$0.75
PBTA-1049	Pottery Barn Tea Set	\$0.75
TTEA-1386	Target Tea Set	\$0.75
TFT1-1216	Tea for 2	\$0.40
Sand Sets		
SNDB-1017	Sand Play Set Blue	\$0.45
SND01R	Sand Play Set Green	\$0.45
SNDP-1023	Sand Play Set Pink	\$0.45
Jump Rope		
JGR01R	Jump Rope Green	\$0.35
JK01R	Jump Rope Pink	\$0.35
JPR01R	Jump Rope Purple	\$0.35
JMP01R-A	Jump Rope Assortment (Green, Pink & Purple)	\$0.35
Dinner Set		
DIN01R	Cookware & Dining Set	\$0.90
Dish Set		
TDSH-1510		\$0.50
DSH01R	Dish Set	\$0.50
Chef Set		
CHF01R	Chef Set	\$0.45
Sesame Street Items		
SSXPL1-1319	Sesame Street Elmo Explores Sand Kit	\$0.30
SSGAR1-1318	Sesame Street Abby's Garden	\$0.40
SSD50-1342	Sesame Street Party 50 th Anniversary	\$0.31
SSDG1-1341	Sesame Street Grab and Go 3 Pack Dough	\$0.31
SSBBS-1226	Sesame Street Dough Cook, Bake Create	\$0.31
SSDFM-1322	Sesame Street Dough Garden Friends	\$0.31

Dough Sets		
D10P-FFP	Dough FFP Assembly	\$0.36
DS4A-1241	Dough 4-Pack Assembly	\$0.31
DBIN-1339	Dough Pop Assembly	\$0.72
DRM1-1246	Dough Race Car Maker	\$0.37
DFM1-1244	Dough Flower Maker	\$0.37
DMM1-1242	Dough Meal Maker	\$0.37
DEX1-1301	Extruder	\$0.31
Garden Set		
GAR01R	Indoor Gardening Kit	\$0.50
Toy Chest		
TOYCHST-1413	TOY CHEST	\$6.93
CHST-1146	Toy Chest Flat	\$1.40
Disney Mickey Stacker		
DSTMY-1425	Disney Mickey Stacker	\$0.32
Misc. Charges		
	Pickup/Delivery Charge	\$125.00
	No Transfer will be fulfilled	
	Pallet Storage Fee	\$8.00 per pallet/per month
	Non-standard size pallet disposal fee	\$50.00
	Pallet quantity in excess of 60 and pallets stored for over 6 months - storage fee	\$25.00 per month
	Bags of Rubber Bands	\$9.00
	Green QC Dots	\$8.51

1. Any other productions/services to be time studied, quoted, and approved in writing prior to starting work.
2. County will bill monthly according to the rates established in the table and based on actual work completed.
3. Entity will issue payment within 30 days of receipt to: VRS/WorkCenter Attn: VRS Accounts receivable, 1 Davis Dr. Belmont, CA 94002
4. Rates will be evaluated annually and are subject to change yearly. Rate increase will not exceed 10% the first year, 4% the second year & 4% the third year.
5. County will notify the Entity of any rate changes in writing prior to billing.