

## AMENDMENT TO AGREEMENT

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 8th day of October 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Environmental Innovations, Inc., hereinafter called "Contractor";

#### WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for San Mateo County Green Business Program services on November 9, 2021; and

WHEREAS, the parties amended the Agreement to expand certification outreach efforts with Amendment #1 on August 3, 2022; and

WHEREAS, the parties wish to further amend the Agreement (Amendment #2) to extend the term and increase the not to exceed amount to One Million One Hundred and Thirty Thousand Dollars (\$1,130,000) to continue implementing the Green Business Program.

#### **NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Section 3 Payments** of the agreement is amended to read as follows:

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 Million One Hundred and Thirty Thousand Dollars (\$1,130,000). 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.

**2. Section 4 Term** of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 9, 2021, through November 8, 2026.

**3. Section 17 Notices** of the agreement is amended to read as follows:

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: Matthew Goldberg, Sustainability Specialist  
Address: Sustainability Department  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063  
Telephone: (650) 599-1468  
Email: mgoldberg@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

4. **Original Exhibit A** is replaced with Revised Exhibit A, (rev. 10/08/2024).
5. **Original Exhibit B** is replaced with Revised Exhibit B, (rev. 10/08/2024).
6. **All other terms and conditions of the agreement dated November 9, 2021 between the County and Contractor shall remain in full force and effect.**

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.**

  
\_\_\_\_\_  
Contractor Signature

9/10/2024  
Date

Josephine Fleming, President  
Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO

By:   
Resolution No. 080696  
Vice President, Board of Supervisors, San Mateo County

Date: October 8, 2024

ATTEST:

  
By:  
Clerk of Said Board

## Exhibit A – Services (Rev. 10/08/2024)

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. 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 (Program) includes assisting businesses to complete Green Business Entry Level Recognition, Full Certification, Innovator Tier, or Recertification. Contractor will ensure 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 low-income communities and will endeavor to make the program as inclusive and accessible as possible to serve the population of San Mateo County.

Task includes:

- 1.1. Technical Assistance for Full Certification and Entry Level Recognition:** Provide customized sustainability consulting to assist businesses in completing the actions needed to achieve full certification, recertification, or Entry Level recognition using the California Green Business database platform. The Entry Level Recognition level of the Program 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. Contractor will conduct research to assist businesses to find suitable replacement products and services to meet their sustainability goals, as needed. 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/or community-based organization (CBO) partnerships.
- 1.2.** Contractor will assist all businesses to access appropriate rebates and incentives and conduct virtual or in person visits.
- 1.3. Administer Financial Incentives:** Contractor will administer financial incentives 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 Entry Level Recognition or Full

Certification. Financial incentives shall be prioritized in socially vulnerable and low-income communities and may be used to support climate resilience, and other County goals with prior approval from the County. Incentives may be distributed as prebates (i.e., pre-purchase conducted by contractor), rebates (i.e. reimbursement to business for approved expenses), or bulk purchases of commonly needed items for distribution to participating businesses. Contractor will distribute and track financial incentives per County guidelines.

- 1.4. Coordination with relevant agencies and organizations:** Partner with County and City government programs, 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 increase business participation in the optional climate resilience measures. The purpose is to reduce the impact of heat, smoke, flooding, and other climate-related impacts on businesses. The contractor will: research best practices, incorporate feedback from businesses, align with existing County and State initiatives, and pilot approaches to increase business awareness of the climate resilience measures. Contractor will track and report on business participation and the results of implementing these resilience measures according to County guidelines.

**Deliverables:**

- A minimum of 50 Certifications annually including:
  - Re-certifications
  - New Full Certifications
  - Entry Level
- Spanish and other language materials updated as needed.
- A minimum of 30% of businesses certified each year must be in County identified vulnerable communities and/or owned by a member of a historically disadvantaged community.
- A minimum of 20 businesses shall receive financial incentives annually.
- A minimum of 25 businesses shall receive climate resilience assistance annually.

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

Task includes:

- 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: Successfully recruit businesses to learn more about the program and help businesses promote their certification accomplishments.** 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. Leverage Program branding, update marketing collateral provided by the California Green Business Network, 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 certified businesses. Conduct research, pilot approaches, and refine strategies. Utilize funds for consumer incentives, such as coupons, drawing prizes, or other strategies.
- 2.4. Conduct culturally and linguistically competent and inclusive prospect engagement and provision of business services in socially vulnerable and low-income neighborhoods.** Manage community-based partnership subcontracts and/or assign qualified contractor staff.

Subtasks include:

- Community partner administration and management:
  - Contractor will manage solicitation, enter into contracts with community-based partners, and manage timely payments to partners.
  - Manage partnerships and conduct training as needed.
  - Administer funds for community-based partnerships.
- Community-based outreach activities, such as:
  - Identify and engage prospect businesses in socially vulnerable communities and low-income neighborhoods.
  - Conduct virtual or onsite interviews to educate the business on becoming an Entry Level participant and how they could apply available prebate and rebate funds.
  - Provide relationship-management and engagement to assist CBO subcontractor staff to certify businesses, or with adequate training and supervision, certify businesses.
  - Provide culturally and linguistically competent and disability accessible community engagement.

**Deliverables:**

- Direct outreach to at least 300 businesses per year, including approximately 150 businesses in socially vulnerable and 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 Entry Level businesses.

- Marketing/recruitment presentations at established meetings such as Chamber of Commerce or community meetings.
- 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**

Task includes:

- 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 monthly reports on the activities of the program, including tasks accomplished, status of deliverables, number of businesses contacted, numbers certified in general and for businesses meeting equity status, 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 the Program, as directed by County.

#### **Deliverables:**

- Monthly reports and a Year End report
- Collection of demographics, geographic, and sustainability data
- Data requests and reporting on specific deliverables as requested by the County.

### **Exhibit B – Rates and Payments (Rev. 10/08/2024)**

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.

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.

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 \$1,130,000.

Contractor understands and agrees that indirect costs (including overhead) are not reimbursable under this Agreement, and that Contractor shall not submit such costs for reimbursement. All invoiced costs are limited solely to those listed and explained in this Exhibit B.

Contractor will submit detailed monthly invoices to the County based on deliverables outlined in Exhibit A. All invoices must include:

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

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.



San Mateo County Green Business Program Project Schedule and Budget							
Activities	Staff	Hourly Rate	Annual Hours	Annual Personnel Costs	Other Expenses	Annual Budget	Total 2 Yr Budget
<b>Task 1: Technical Assistance for Certification &amp; Efficiency Level</b>							
Program Coordinator	Bryton Mays	\$100	900	\$90,000		\$90,000	\$180,000
Program Manager	Lawrence Nussbaum	\$120	170	\$20,400		\$20,400	\$40,800
Financial Incentives					\$15,000	\$15,000	\$30,000
<b>Subtotal Task 1</b>			<b>1070</b>	<b>\$110,400</b>	<b>\$15,000</b>	<b>\$125,400</b>	<b>\$250,800</b>
<b>Task 2: Outreach, Recruitment &amp; Marketing</b>							
Program Coordinator	Bryton Mays	\$100	336	\$33,600		\$33,600	\$67,200
Program Manager	Lawrence Nussbaum	\$120	95	\$11,400		\$11,400	\$22,800
Marketing Staff	Anna Hirst, Saburi Sai, Dharma Bartram	\$100	190	\$19,000		\$19,000	\$38,000
Marketing and Promotions					\$7,960	\$7,960	\$15,920
CBO (or Staff) Funding					\$20,000	\$20,000	\$40,000
<b>Subtotal Task 2</b>			<b>621</b>	<b>\$64,000</b>	<b>\$27,960</b>	<b>\$91,960</b>	<b>\$183,920</b>
<b>Task 3: Project Management, Reporting &amp; Billing</b>							
Program Coordinator	Bryton Mays	\$100	24	\$2,400		\$2,400	\$4,800
Program Manager	Lawrence Nussbaum	\$120	42	\$5,040		\$5,040	\$10,080
Finance Team	Liz Sullivan, Sharon Green	\$100	12	\$1,200		\$1,200	\$2,400
<b>Subtotal Task 3</b>			<b>78</b>	<b>\$8,640</b>		<b>\$8,640</b>	<b>\$17,280</b>
<b>PROJECT TOTAL</b>			<b>1769</b>	<b>\$183,040</b>	<b>\$42,960</b>	<b>\$226,000</b>	<b>\$452,000</b>