

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Environmental Innovations, Inc.

This Agreement is entered into this twelfth day of March, 2024, 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 providing outreach, education, and technical assistance to food facilities covered by the Disposable Foodware Ordinance and SB 1383 regulated Tier 1 and Tier 2 surplus edible food generators covered by the Edible Food Recovery Ordinance.

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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000). 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 March 12, 2024, through March 11, 2027. In addition, the County shall have one (1) option to extend the term for an additional period not to exceed two years, which the County may exercise in its sole, absolute discretion.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability 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 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
- (c) Professional 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.

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 also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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.

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 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: Christopher Slafter, Senior Sustainability Specialist
Address: Office of Sustainability, County of San Mateo, 455 County Center,
4th Floor, Redwood City, CA 94063
Telephone: (650) 599-1498
Email: cslafter@smcgov.org

In the case of Contractor, to:

Name/Title: Jo 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 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.

	2/14/24	Josephine Fleming, President
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

The Office of Sustainability (OOS) is undertaking this project to:

1. Assess, update, and implement the Foodware Aware food facility outreach, engagement, and technical assistance program for the County's Disposable Foodware Ordinance (Ordinance); and
2. Provide outreach, education, and survey administration services to SB 1383 regulated Tier 1 and Tier 2 surplus edible food generators; and
3. Provide pricing for services that may be provided to jurisdictions to implement programs in support of jurisdictional Ordinance requirements that go beyond the County's model Ordinance, as or if needed.

County's Disposable Foodware Ordinance and Foodware Aware Program Background

On February 25, 2020, the County's Board of Supervisors adopted the model Ordinance to regulate the material composition of foodware and the distribution of foodware accessories in unincorporated areas of the county. The Ordinance has three objectives:

1. Reduce waste by eliminating disposable foodware that is not reusable or compostable and reducing the use of these items at the source;
2. Improve the health and safety of our community members by eliminating disposable foodware that is harmful; and
3. Help the County keep our waterways clean and safe.

Key elements of the Ordinance include requiring:

1. Most disposable foodware to be composed of non-plastic and natural fiber-based compostable material; and
2. Larger disposable foodware to contain minimal or no harmful fluorinated chemicals and must be certified by Biodegradable Products Institute (BPI), Compost Manufacturing Alliance (CMA), or another 3rd party approved by the County; and
3. Regulated distribution of disposable foodware accessories, including straws, utensils, napkins, condiment packets, etc.

To promote a standardized policy across the county, OOS is leading the outreach and engagement efforts for the Ordinance within cities in the county that adopted the County's model Ordinance. Currently, 16 of the 20 jurisdictions in the county have adopted the County's model Ordinance. Additionally, the cities of Half Moon Bay, Pacifica, and Daly City have included city-specific requirements, such as requiring the use of reusable foodware for dine-in purposes.

The Ordinance applies to food facilities, which are defined as entities that provide or serve prepared, ready-to-eat food to the public. Examples of food facilities include restaurants, mobile food trucks, farmers markets, food vendors at temporary events (e.g., street fairs, etc.), and private schools (public schools are exempt). There are approximately 4,000 food facilities that operate throughout the county.

Over the past three years, the County has developed and implemented the Foodware Aware outreach, education, and technical assistance program to engage all affected food facilities and

help them meet the Ordinance requirements. Additional technical assistance was provided to food facilities who wished to go beyond the requirements of the Ordinance and adopt the use of reusable foodware to further reduce waste. Affected food facilities were contacted through direct mailers, phone calls, and on-site visits and were provided with technical assistance and, in some cases, financial assistance.

County's Edible Food Recovery Ordinance and Edible Food Recovery Program Background

In September 2016, California Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016), also known as SB 1383, established statewide emissions reduction targets for the short-lived climate pollutant methane, a powerful greenhouse gas, which results from the landfilling of organic material (food scraps, yard trimmings, paper products, etc.). SB 1383 seeks to reach these emissions reduction targets by requiring the State to reduce the amount of organic material disposed of in landfills by 75 percent by 2025 and recover 20 percent of edible food that would otherwise be sent to landfills to feed people in need.

To reduce the amount of landfilled organic material, the State created edible food recovery regulations requiring jurisdictions to:

1. Establish local ordinances mandating that large, food-generating businesses and organizations arrange the recovery of the maximum amount of their edible food that would otherwise go to landfills. This includes holding a contract with a food recovery organization, such as a food bank or food pantry, to pick up or receive surplus edible food; keeping records of food recovered; and report on compliance efforts.
2. Inspect regulated businesses for compliance.
3. Build edible food recovery capacity throughout the jurisdiction.

In San Mateo County, each of the 23 different jurisdictions (20 cities, the County, West Bay Sanitary District, El Granada Community Services District, Montara Water and Sanitary District) responsible for fulfilling these new edible food recovery requirements decided to coordinate on one countywide edible food recovery program administered by the County. Through this program, each jurisdiction passed identical edible food recovery ordinances and the County took responsibility for all education and inspection of regulated businesses and capacity building.

Regulated businesses are split into two categories: Tier 1 and Tier 2 Generators. Edible food recovery requirements went into effect on Tier 1 Generators in 2022 and will go into effect for Tier 2 Generators in 2024. Countywide there are 411 Tier 1 Generators and 201 Tier 2 Generators.

Tier 1 Generators include:

TYPE	SB 1383 DEFINITION
Supermarket	A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

Grocery Stores 10,000+ sq ft total facility size	A store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.
Food Service Providers	An entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations. This does not include catering companies that only provide food services on an order-by-order basis to clients without holding any long-term contracts.
Food distributors	A company that distributes food to entities including, but not limited to, supermarkets and grocery stores.
Wholesale food vendors	A business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

Tier 2 Generators include:

TYPE	SB 1383 DEFINITION
Large Restaurants	An establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
Large Hotels	Any hotel, motel, bed and breakfast inn, or other similar transient lodging establishment with 200 or more rooms and an on-site food facility.
Large Health Facilities	A facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation with 100 or more rooms and an on-site food facility.
Local Education Agencies	A school district, charter school, or county office of education with an on-site food facility.

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

All tasks are expected to be completed within the first two years of the contract. Tasks may be completed in the third year of the contract with County approval.

This scope of work is divided into the below two categories:

Category 1: Foodware Aware Program for County Disposable Foodware Ordinance and SB 1383 Surplus Edible Food Generator Outreach

Task 1: Program Launch

Task 1a – Kick-off meeting

Contractor shall schedule and convene a kick-off meeting with County of San Mateo (County) Office of Sustainability (OOS) staff to start the discussion on overall program goals, strategy, implementation, and next steps. The information collected during kick-off meeting will be used to inform the development of the Awareness & Engagement Strategy Work Plan, as detailed in Task 1b.

Deliverables

- Kick-off meeting with County staff

Task 1b – Awareness and Engagement Strategy Work Plan

Contractor shall develop an Awareness and Engagement Strategy Workplan (Workplan) that will capture and flesh out the information that was discussed during the kick-off meeting. The Workplan will align with expectations and deliverables laid out in this contract. The Workplan will be a living document that will be updated as needed by Contractor and OOS staff to track and adjust program activities and tasks, as needed.

Deliverables

- An Awareness and Engagement Strategy Work Plan that is updated monthly or as needed. At a minimum, the work plan shall include a description of the tasks needed to be completed to achieve each deliverable, staff assigned to each task, dates tasks are to be complete by, and overall project timeline.

Task 2: Review all existing outreach and engagement materials and conduct a needs assessment of what materials need to be updated and where current gaps are.

Materials expected to be assessed as part of this task include but are not limited to social media, media toolkit, website content and messaging of the content, Disposable Foodware Ordinance (Ordinance) summaries, public notices, food facility implementation tip sheets, food facility employee guides, outreach materials, public notices, purchasing guide, and case studies. Contractor shall consult with marketing subcontractor, food facilities, County waste haulers, local stakeholders, County data, and community-based organization (CBO) partners to determine if outreach and engagement materials effectively communicate key messaging across, different food facility operations, languages, and cultures.

Deliverables

- A needs assessment of current outreach and engagement materials with recommendations for how to update those materials in order to effectively communicate key messaging across different food facility, languages, and cultures.
- Presentation of needs assessment and recommendations to OOS staff.

Task 3: Update, develop, and distribute Foodware Aware outreach and engagement materials.

Task 3a – Update existing materials and develop new materials as needed during contract term.

Activities under this task shall include updating language and design to be displayed on collateral pieces and translating to different languages, as needed by relevant jurisdictions

(primarily Spanish, Chinese, and/or Tagalog). Contractor shall have the ability to produce freehand graphics when warranted. The OOS welcomes fresh ideas and additions to what is currently offered to food facilities throughout San Mateo County. Materials that may be developed as part of this scope include but are not limited to: various education and marketing collateral pieces (e.g., proper sorting guides, posters, flyers, signs, brochures, etc.), videos, social media and website content, and messaging of the content. Support shall include drafting effective and persuasive language and design in coordination with a marketing subconsultant to be displayed on collateral pieces and translating to different languages, as needed by relevant jurisdictions (primarily Spanish, Chinese, and/or Tagalog). Please note that the design/ownership/copyright and original source (e.g., Illustrator, Photoshop, etc.) files must remain with the OOS and that all work product created as part of this project will be the sole property of the OOS. Contractor shall coordinate a meeting with OOS to get feedback and approval as needed.

Deliverables

- Drafts of updated existing materials and new materials.
- Meeting to discuss materials and incorporate feedback from OOS.
- Final drafts of materials.

Task 3b – Distribute Foodware Aware outreach and engagement materials.

Contractor shall print and distribute relevant education and marketing materials and other resources as needed to food facilities (food facilities that were not previously contacted, new food facilities, and food facilities that contact OOS) through mail, email, and during visits to food facility premises. There will be an estimated 1000 food facilities that are new or were not previously contacted. Contractor shall coordinate with County to publish updated or new materials on County's Foodware Aware website. Resources shall also be delivered to relevant stakeholders such as businesses associations, chambers of commerce, and restaurant groups on an as-needed basis to provide outreach and education. All materials require written approval from OOS prior to distribution.

Deliverables

- Outreach materials delivered to at least 1000 new food facilities or facilities that were not previously contacted by the county and other entities as needed. Documentation of which food facilities received outreach materials through mail, email, or on-site visits.
- Updated or new materials published by EI on County's Foodware Aware website in coordination with OOS and ISD staff.

Task 4: Implement Foodware Aware food facility engagement program.

Task 4a – Implement the outreach, education, and technical assistance Foodware Aware program.

Contractor shall directly communicate with and support food facilities that were not previously contacted, new food facilities, food facilities that contact OOS for technical assistance through email or the County hotline, food facilities that request an exemption, and food facilities that receive a public complaint, warning notice, or a notice of violation.

1. Communication shall be through site visits, phone, and email. Contractor shall provide, or have the ability to subcontract for, communication and consultation services in English, Spanish, Chinese (Mandarin and Cantonese), and Tagalog. Communication services includes but is not limited to reminders about Ordinance requirements and available resources, monitoring of hotline and Foodware Aware email, and ongoing conversations with food facility owners and operators.
2. Support of food facilities may include technical assistance and financial assistance. Technical assistance includes but is not limited to troubleshooting operational challenges, sourcing compliant products, directing food facilities to resources to procure compliant products, and finding cost effective ways to meet compliance goals. Financial assistance may include incentives for purchasing compliant disposable items, reusable foodware, or reusable foodware services that go beyond the Ordinance requirements to further reduce waste as approved by OOS staff.

Outreach Goal Deliverables

Documentation of:

- All (~5500) food facilities covered by Ordinance sent an email reminder of Ordinance requirements.
- ~1000 new food facilities and food facilities not previously engaged by County contacted by outreach team through phone, email, or onsite visits.

Outreach Goal Deliverables

Documentation of:

- All technical assistance provided to food facilities that contacted OOS through Foodware Aware hotline. Documentation shall include but is not limited to type of technical assistance provided and outcomes.
- Funding provided to ~66 food facilities to replace the use of single-use disposable foodware with reusable foodware for dine-in or take-out services. Documentation shall include but is not limited to changes made and cost of reusable foodware purchased. Participating food facilities will receive up to ~\$300 in grant incentives.
- ~20 to 30 food facility participants in reusable to-go pilot. Documentation shall include but is not limited to changes made and likely outcomes.
- ~800 food facilities visited by outreach team, on premises, to deliver outreach and engagement materials, to collect data to determine compliance with the Ordinance, demonstrate and showcase compliant foodware products, and administer the foodware aware pledge.
- Documentation of data collected to determine compliance with the Ordinance from ~800 food facilities. Data shall include but is not limited to visual assessment of foodware items used and foodware accessory distribution operations.
- Documentation of ~300 food facilities that take the foodware aware pledge.

Task 4b – Facilitate food facility access to compliant foodware.

Contractor shall update and maintain an existing purchasing guide that provides resources and options for compliant disposable foodware that food facilities can purchase. Contractor will update the guide at least once every year during the course of the contract and will communicate and coordinate with foodware vendors, distributors, and manufacturers to keep purchasing guide updated. Contractor will communicate and coordinate with local foodware “brick and mortar” distributors and vendors in the county to explore options to provide foodware items that comply with the Ordinance to food facilities.

Deliverables

- Annually updated guide.
- Documentation of coordination with foodware vendors, brick-and-mortar retailers, wholesalers, and other entities to update foodware item pricing, catalogues, vendor contact information, links, and other information included in foodware purchasing guide.
- At least 4, in-person or virtual, meetings with vendors, brick-and-mortar retailers, wholesalers, and other entities to explore opportunities to make compliant foodware available in brick-and-mortar businesses.

Task 4c - Coordinate trade expos

Contractor shall coordinate four in-person “trade expos” that will rotate throughout different parts of the county to showcase compliant disposable foodware that food facilities can sample and use. Contractor will coordinate with and invite food facilities, manufacturers, distributors, and vendors to showcase their products. Contractor will create a “trade expo” program that can be repeated yearly by OOS going forward.

Deliverables

- Four in-person trade expos attended by a total of ~300 food facility attendees (~50 each expo).
- A report that documents the design and implementation of the trade expo program.

Task 4d – Collaborate with County departments and programs.

Collaborate closely with County departments and other relevant and related programs (e.g., Green Business Certification Program) when appropriate to ensure opportunities for providing support to food facilities are maximized. Implementation of this task is dependent on available funding, resources, and with OOS staff approval.

Deliverables

- Meetings with other programs and County departments as needed.
- Documentation of any contact to food facilities that were made pursuant to leads generated through other County programs (e.g. Green Business Program).

Task 4e – Collaborate with CBOs

Contractor shall collaborate with relevant local community groups and other entities on awareness-building and engagement. Specifically, coordinate with community groups, that are based in the communities where outreach services will be provided, to provide outreach and engagement to hard-to-reach food facilities in the county’s unincorporated areas along the

coast, inland, and bayside. Contractor shall recruit, hire, train, support, and manage CBOs to help engage food facilities throughout the county on Ordinance requirements, the benefits of reusable foodware, available resources and support, and other related information. CBOs may include those with whom the County has on-call contracts with, CBOs that attend County CBO engagement meetings, and CBOs previously sub-contracted with to provide outreach services.

Contractor shall work with OOS staff to update the awareness and engagement plan to provide details of the approach for partnering with appropriate CBOs, including but not limited to their role, expectations, timeline, target audiences, strategies, training, measures of success, tracking, funding for their services, financial incentives for food facilities, eligibility requirements for food facilities for receiving financial incentives, and other related activities. All sub-contractors require prior approval from the County.

Deliverables

- Update to awareness and engagement plan detailing a CBO engagement plan.
- Subcontracts with CBOs to effectively provide outreach and engagement to hard-to-reach food facilities (e.g. North Fair Oaks and unincorporated coastal communities).
- Tracked CBO outreach and engagement and outcomes.
- Meetings with County to provide CBO updates.

Task 4f – Collaborate with cities.

Contractor shall collaborate with cities with an Ordinance on awareness-building and engagement activities. Activities may include identifying food facilities that need special attention and participating in marketing, education activities, and partner relationships as needed, with input from marketing subconsultant, and with approval from OOS staff.

Deliverables

- Documentation of awareness building and food facility engagement activities implemented in collaboration with cities.

Task 4g – Outreach and engagement tracking.

Contractor shall track all outreach and engagement using County's tracking tool.

Deliverables

- Document all outreach and engagement deliverables listed in 4a, 4d, and 4e in Recyclist. Documentation shall also include any updates to food facility contact information as needed.

Task 5. Provide outreach and education to Tier 1 and Tier 2 surplus edible food generators and collect information on their current edible food recovery compliance efforts and needs.

Task 5a – Outreach and education to Tier 1 and Tier 2 surplus edible food generators.

Contractor shall inform all San Mateo County SB 1383 regulated Tier 1 and Tier 2 surplus edible food generators (Generators) of the edible food recovery requirements they must comply with under their local SB 1383 Edible Food Recovery Ordinance (EFR Ordinance), resources available to help Generators understand and comply with their new requirements, where to find

a list of food recovery organizations (FRO) and food recovery services (FRS) operating in their area, what to expect from County EFR Ordinance compliance inspections, and whom to contact at the County with questions or further needs of assistance. This will include delivering relevant education, marketing, and other resources to Generators via physical handouts or emails as needed. Direct communication and resources shall be in English, Spanish, and Chinese as needed.

Deliverables

- Documentation of direct communication and outreach provided to all (~612) San Mateo County SB 1383 regulated Tier 1 and Tier 2 surplus edible food generators.
- Documentation of relevant educational and marketing materials, and other resources, delivered to Generators.

Task 5b – Survey Tier 1 and Tier 2 generators.

Contractor shall administer a brief survey to each Generator. The survey will help identify contact information for Generators, estimate the amount of edible food currently being disposed of and/or recovered by each Generator, existing agreements with Food Recovery Organizations, and gauge each Generator's ability to implement the EFR Ordinance. The final survey questions will be determined in consultation with County staff. Consultant shall follow up with Generators to complete this survey as needed.

Deliverables

- Distribute survey to all (~612) San Mateo County SB 1383 regulated Tier 1 and Tier 2 surplus edible food generators.
- Collect surveys from at least 75% San Mateo County SB 1383 regulated Tier 1 and Tier 2 surplus edible food generators.
- Report of Generators surveyed with survey results including but not limited to contact information, estimated amount of edible food currently being disposed of and/or recovered by each Generator, and existing agreements with Food Recovery Organizations.

Task 5c - Outreach and engagement tracking.

Contractor shall track all outreach and engagement using Recyclist's tracking tool.

Deliverables

- Tracked outreach and engagement with Recyclist or other tracking software as needed.

Task 6. Performance tracking and evaluation.

Consultant shall continually track, measure, and evaluate the performance of the awareness-building activities/campaigns, the success of engagement with food facilities and generators using different performance metrics and indicators, and the generator survey results. Consultant shall track changes made by food facilities, amount of waste diverted, and other performance indicators for businesses receiving direct technical assistance. Consultant shall create case studies for at least 4 of the businesses receiving direct technical assistance. Consultant shall provide recommendations for potential modifications, if needed, based on the evaluation of performance and implement those changes.

Deliverables

- Documented food facilities' engagement and compliance verification progress and results.
- Documented changes made by food facilities receiving direct technical assistance.
- 4 case studies.
- Tracked generator engagement and results.
- Collected and evaluated generator survey results.
- Recommendations made for potential modifications to outreach and engagement programs, as needed, based on the evaluation of performance.

Task 7. Project management, communication, meetings, and reporting.

To ensure the success of this contract, Consultant shall provide strong project management of consultant teams and sub-consultants, if any, and coordinate internally to ensure the project goals, timeline, and budget requirements are met. Consultant shall attend weekly check in meetings and monthly team meetings, submit monthly invoices, and submit a final report to the County detailing results of outreach programs. Consultant shall work closely with County staff, continually update the Awareness and Engagement Strategy Work Plan, as needed, as detailed in Task 1b. Consultant shall end the contract period with the transfer of all documentation, processes, and program materials and resources to the County or other contractors, as appropriate.

Deliverables

- Weekly check-in meetings with internal program team members.
- Check-in meetings with County staff and partners.
- Short monthly summary reports and project budget tracking.
- Transitioned activities and documentation at the end of contract period.

Task 8. Other tasks, as needed.

Additional Disposable Foodware and Edible Food Recovery related tasks may be agreed on by both contractor and County, and require prior written approval by the County; additional tasks will be billed at the standard hourly rates.

Category 2: Awareness and Engagement Program for Provisions Beyond County Disposable Foodware Ordinance

For this category, if appropriate, Contractor shall enter into a separate contract directly with individual jurisdictions within San Mateo County that adopt the Ordinance and decide to pursue related requirements that go beyond those detailed in the Ordinance. If appropriate, each interested jurisdiction will work directly with the Contractor to develop and implement an accompanying awareness and engagement plan for the "add-on" requirements.

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:

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 \$500,000.

All invoices must include:

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

Contractor shall itemize invoices by tasks as listed out in Exhibit B.

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, receipts and/or invoices for all materials printed or delivered through mail, 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.

FEE SCHEDULE ACCORDING TO TASKS AND RATES

Invoicing will be conducted monthly based on time, expenses and material for the prior month as detailed below.

Category 1: Foodware Aware Program for County Ordinance

Project Tasks	Activities	Hours	Labor	Materials	Other Sub-contracts	Subtotal
Task 1: Program Launch	1a. Kickoff Meeting 1b. Awareness and Engagement Strategy Workplan	44	\$5,080			\$5,080
Task 2: Review all existing materials and conduct a needs assessment of what materials need to be updated and where current gaps are.		102	\$11,500	\$8,000		\$19,500
Task 3. Update, develop, and distribute Foodware Aware outreach and engagement materials.	3a. Update existing materials and develop new materials + Advertising and social media. 3b. Distribute	108	\$12,240	\$18,500		\$30,740
Task 4: Implement Foodware Aware food facility engagement program.	4a. Implement the outreach, education, and technical assistance Foodware Aware program and support. 4b. Facilitate food facility access to compliant foodware. • Maintain and update guide, and • Maintain relationships with vendors/manufacturers and brick and mortar retailers	1922	\$222,100	\$30,750	\$40,000	\$292,850

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Project Tasks	Activities	Hours	Labor	Materials	Other Sub-contracts	Subtotal
Task 4 (Continued): Implement Foodware Aware food facility engagement program.	4c. Coordinate four “trade expos” 4d. Collaborate with County Departments and other OOS programs 4e. Collaborate with CBOs 4f. Collaborate with cities with an ordinance 4g. Track outreach in Recyclist					
Task 5: Provide outreach and education to Tier 1 and Tier 2 surplus edible food generators and collect information on their current edible food recovery compliance efforts and needs.	5a. Outreach and education 5b. Administer survey 5c. Track outreach in Recyclist	899	\$100,580			\$100,580
Task 6. Performance tracking and evaluation		152	\$17,800			\$17,800
Task 7: Project Management, communication, meetings, and reporting		290	\$33,400			\$33,400
Total		3517	\$402,750	\$57,250	\$40,000	\$499,950

Category 2: Awareness and Engagement Program for Provisions Beyond County Ordinance

Task	Staff Title / Classification	Hourly Labor Rate	Total Hours	Total Estimated Cost	Other Expenditures (if applicable)		
Work anticipated under this category for relevant jurisdictions.	Program Manager	\$125	TBD	TBD			
	Marketing Staff	\$110	TBD	TBD			
	Outreach Staff	\$110	TBD	TBD			

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

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: **Josephine Fleming**

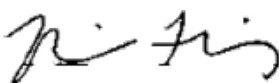
Name of Contractor(s): **Environmental Innovations, Inc.**

Street Address or P.O. Box: **307 Laguna Street**

City, State, Zip Code: **Santa Cruz, CA 95060**

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

Signature:



Title of Authorized Official:

Office Administrator

Date:

2/24/24

*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."

Attachment IP 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 **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.