

Agreement No. 84700-21-D004

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ONE WORKPLACE

This Agreement is entered this 11th day of August 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and One Workplace, 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 to provide on-call services for space planning, furniture layouts, and procurement of approved furniture.

**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 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 NINETY-SEVEN THOUSAND FIVE HUNDRED (\$97,500.00). If County makes any advance payments, Contractor agrees to refund 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 August 10, 2020, through August 09, 2023.

### **5. Termination**

This Agreement may be terminated or suspended by County at any time without a requirement of good cause. This agreement may be terminated by Contractor at any time without a requirement of good cause upon thirty (30) days' advance written notice to County. Contractor shall be entitled to receive payment for work/services satisfactorily completed prior to termination of the Agreement. For work

performed on an hourly basis, such payment shall be based on hours of work satisfactorily completed, in reasonable judgment of County, in compliance with contract requirements. For work performed on a lump-sum basis, such payment shall be that prorated portion of the full payment determined by comparing the work/services completed to the work/services required by the Agreement.

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 described above. If County provides notice of an alleged breach pursuant to this section, County may, in its sole discretion, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph.

**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 written consent of County. Any such assignment or subcontract without County's written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

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

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal

Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay

the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or 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: Sam Lin, Assistant Director  
Address: 1402 Maple St. Redwood City, CA 94063  
Telephone: 650.207.7843  
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Edith Gomez-Hassler, Government Program Manager  
Address: 475 Brannan St, Suite 210, San Francisco, CA 94107  
Telephone: 510.875.8606  
Email: egomez@oneworkplace.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.

\* \* \*




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

**For Contractor:**

<p>DocuSigned by:    <small>55FDDEECF3DA4B3...</small></p>	<p>8/28/2020</p>	<p>Edith Gomez-Hassler</p>
Contractor Signature	Date	Contractor Name (please print)

**For County:**

<p>DocuSigned by:    <small>FB780FA8B4444C9...</small></p>	<p>8/28/2020</p>	<p>Adam Ely</p>
Purchasing Agent Signature (Department Head or <b>Authorized</b> Designee) County of San Mateo	Date	Purchasing Agent Name (please print) (Department Head or <b>Authorized</b> Designee) County of San Mateo

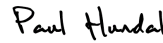
Paul Hundal  
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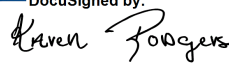
Karen Rodgers  
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Director PDU

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

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### **Exhibit A**

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

Contractor shall be responsible for providing space planning, furniture selection and furniture layout services for various County of San Mateo projects. The scope of work shall, at the discretion of the County and pursuant to any specific task orders issued under this Agreement, include, but not limited, to following:

1. Meet with representatives from the County of San Mateo and the architect of record to define each project's scope, timeline and budget.
2. Develop typical workstation(s), private office(s), conference room(s), classroom typical(s) / training typical(s), etc. layouts for County's review and approval.
3. Create renderings/3D drawings of proposed furniture typical(s) for County's review and approvals.
4. Produce a preliminary space plan that will incorporate the approved typical(s) layouts. If needed to inform other aspects of the project's design in a timely manner, the Contractor's space planning may be done in prioritized portions based on use, department, or location in the buildings.
5. Based upon the preliminary space plan, Contractor shall,
  - a. provide an initial furniture budget estimates to the County. If required, Contractor shall revise the preliminary space plan until it is within the County's budget.
  - b. produce a building electrical/low voltage/AV recommendation plan for all products with electrical components.

Space plan will be approved upon meeting the budget, scope power and signal plan requirements.

6. Once the space plan is approved, Contractor shall work with the County to select final color and finish options.
7. Contractor shall create a final validation package including the quantities, color, model #s, layout, etc. of furniture selected for County's review and approval.
8. Upon approval of the validation package, the County will issue a purchase orders for furniture procurement and installation.
9. It shall be responsibility of the Contractor to conduct all Final field verification prior to finalizing the furniture order. It shall be responsibility of the County to make necessary arrangements to facilitate the field verifications.
10. The contractor shall revise the furniture plan based upon any discrepancies found during the field verifications.
11. Contractor shall produce installation documents/drawings for installers.
12. Contractor shall provide other services not specifically set forth herein as required by County and set forth in the operative task order.

**END OF EXHIBIT A**

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and any future support subject to the terms of the Agreement, the County is authorizing a “Not-to-Exceed” master contract for **\$97,500** to fund the Contractor’s work on multiple County of San Mateo Projects. Contractor shall submit a project specific proposal for each project or scope of work to be funded by the master agreement, and if approved by the County, a Task Order to authorize that Work and a Notice to Proceed with the Work will be issued prior to the start of Work. Contractors’ proposals shall be based on, and billed at, rates not greater than those in the following fee schedule and terms.

SERVICE	REGULAR TIME	OVERTIME
PROJECT MANAGER	\$95/HOUR	N/A
DESIGNER	\$95/HOUR	N/A

Beginning June, 2022, the hourly rates set forth for the Project Manager and Designer may, upon mutual agreement of the parties, be increased by an amount equal to the percentage increase in the Consumer Price Index for all Urban Consumers (Professional Services) (“CPI”), published by the United States Bureau of Labor Statistics, from the immediately preceding calendar year times the rates and charges in effect for the immediately preceding calendar year.

Task orders may be issued on a time and materials not-to-exceed basis, in which case such task orders shall contain a provision authorizing minor revisions not exceeding more than a 10% change (in aggregate) in project scope with no fee increase.

Task orders may also be issued on a lump sum basis, in which case such task orders shall contain a provision authorizing minor revisions not exceeding more than a 10% change (in aggregate) in project scope with no fee increase. Lump sum task orders shall be issued only after the County has received and evaluated a proposal as reasonable and consistent with fee schedule, a Contractor’s estimate of the anticipated duration and staffing to complete the services required by the task order.

Payments. All payments will be invoiced at the end of each month and due and payable to Contractor within thirty (30) days of receipt and acceptance by County.

For lump sum task orders, payments shall be based upon the percentage of work complete. County and Contractor shall agree to a “Schedule of Values” on which the relative percent complete will be determined and billed.

For the time and material (T&M) not-to-exceed task orders, Contractor shall bill the County at the identified hourly rate up to maximum of the not-to-exceed amount set forth in the task order. Contractor shall provide the back-up documentation for amounts billed.

**END OF EXHIBIT B**

**Attachment IP**  
**(Intellectual Property Rights)**

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

*Issued by County of San Mateo Contract Compliance Committee July 1, 2013*



## County of San Mateo

### Contract Amendment Coversheet and Contract Amendment for <\$200K

#### CONTRACT SUMMARY

<b>Contract No:</b>	<b>Contractor Name</b>	<b>Amendment No:</b>
84700-21-D004	ONE WORKPLACE	001

#### THE AGREEMENT HAS CHANGED AS FOLLOWS:

##### Agreement Amount

<b>Original Amount:</b>	\$97,500		
<b>Amendment 1 Amount:</b>	\$100,000		
<b>Current Amount:</b>	<b>Addition or Reduction:</b>	<b>New Total:</b>	
\$97,500	\$100,000	\$197,500	

##### Agreement Term

<b>Original Start Date:</b>	8/10/2020	<b>Original End Term:</b>	8/9/2023
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Paragraph Changes:

PARAGRAPH 3 PAYMENTS  
EXHIBIT B

**AMENDMENT 01 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ONE WORKPLACE**

THIS AMENDMENT TO THE AGREEMENT, entered into this 15th day of June 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and One Workplace, hereinafter called "Contractor";

W I T N E S S E T H:

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 on-call space planning, furniture layouts and design, project management services for furniture services on August 11, 2020; and

WHEREAS, the parties wish to amend the Agreement to increase Section 4 PAYMENTS BY \$100,000 for a new not to exceed amount of \$197,500; and

WHEREAS, the parties had agreed to increase the hourly rates for Project Management and Designer fee according the original agreement dated August 11, 2020; and

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

1. Section 4 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 HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$197,500). 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. Exhibit B is amended as follows:  
(paragraph 1 and Professional Rate Table)

In consideration of the services provided by Contractor described in Exhibit A and any future support subject to the terms of the Agreement, the County is authorizing a “Not-to-Exceed” master contract for Furniture Space Planning and Design for \$197,500 to fund the Contractor’s work on multiple County of San Mateo Major Capital Construction Projects. Contractor shall submit a project specific proposal, for each project or scope of work to be funded by this master agreement, and if approved by the County, a Task Order will be issued to the Contractor authorizing the work and will serve as the contractor’s Notice to Proceed. Contractors’ proposal shall be based on, and billed at, rates no greater than those in the following fee schedule and terms.

SERVICES	PROFESSIONAL FEE RATE	OVERTIME
PROJECT MANAGER	\$96.43	N/A
DESIGNER	\$96.43	N/A

3. All other terms and conditions of the agreement dated August 11, 2020, 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: ONE WORKPLACE**

Jennifer Brody  
Contractor Signature

22-Jun-2022 | 13:26 PDT  
Date

Jennifer Brody  
Contractor Name (please print)

**For County:**

Adam Ely  
Purchasing Agent Signature  
County of San Mateo  
(Department Head of Authorized Designee)

22-Jun-2022 | 14:43 PDT  
Date

Adam Ely  
Purchasing Agent Name (please print)  
County of San Mateo  
(Department Head of Authorized Designee)