

**Agreement No.**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AEROPRESS, INC.**

This Agreement is entered into this 1 day of July, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and AeroPress, Inc., hereinafter called "Entity."

\* \* \*

Whereas, it is necessary and desirable that County perform work/services for AeroPress, Inc. for the purpose of AeroPress - WorkCenter Production and Shipping & Receiving.

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

**1. Exhibits and Attachments**

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

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

**2. Services to be Performed by County**

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

**3. Payments**

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Entity shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall Entity's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)**. In the event that the Entity makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the Entity at the time of contract termination or expiration.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2022, through June 30, 2024.

**5. Termination**

This Agreement may be terminated by County, by the County's Director of Human Services Agency or designee, or by Entity at any time without a requirement of good cause upon ninety (90) days' advance written notice to the other party. In the event of termination, County shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

**6. Relationship of Parties**

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

**6. Hold Harmless**

**a. General Hold Harmless**

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

- (A) injuries to or death of any person, including Entity or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Entity's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost.

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

However, Entity's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. In the event of concurrent negligence of Entity, its officers, agents, employees, and servants, and County, its officers, agents, employees, and servants, liability for any and all claims for injuries or damage shall be apportioned according to the California theory of comparative negligence.

**7. Assignability and Subcontracting**

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

**8. Insurance**

**a. General Requirements**

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

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

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

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

**c. Liability Insurance**

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

**9. Retention of Records; Right to Monitor and Audit**

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

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

**10. 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.

**11. 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.

**12. 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: Pooja Keswani / Program Manager  
Address: 550 Quarry Road  
San Carlos, CA 94070  
Telephone: 650-802-6549  
Email: pkeswani@smcgov.org

In the case of Entity, to:

Name/Title: Karen Moller / Director of Operations  
Address: 1121 San Antonio Rd. # B 101, Palo Alto, CA 94301  
Telephone: 650-493-3050  
Email: karenm@aeropress.com

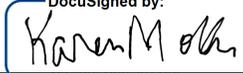
**13. Electronic Signature**

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

\* \* \*

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

**For Entity:** AEROPRESS, Inc.

DocuSigned by: 	5/12/2022   6:33 PM PDT	Karen Moller
Entity Signature	Date	Entity Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit A - Services**

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

County will:

1. Package filters
2. Label during productions/non-productions
3. Perform quality check on productions
4. Input orders onto FedEx/UPS
5. Sort orders/UCC-128 orders
6. Store and manage the inventory
7. Complete Shipping and Receiving (International and Domestic)

AeroPress will:

1. Email orders to Shipping & Receiving Supervisor
2. Provide special labels i.e. Amazon, Bestbrew & price tags
3. Provide label placement instructions
4. Schedule Pickup of Shipments
5. Provide Bill of Lading (BOL's) for shipments
6. Order supplies for productions/labeling/packing slip bags
7. Send monthly update requests/quantities for conversions and productions a month in advance.

**Exhibit B – Payments and Rates**

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

**1. Rates**

## a. Standard Rates

<b>Ln.#</b>	<b>Description</b>	<b>Unit</b>	<b>Cost</b>
	<b>MISCELLANEOUS LABOR</b>		
1	Pallet Handling Charge	Per Intl. Order	\$10.30
2	Sort Orders/UCC-128 labels	per hour	\$25.00
	<b>TOTAL PRODUCT SHIPPED</b>		
3	Total Product Shipped	per unit	\$0.83
	<b>STICKERING</b>		
4	Product Labeled, Not During Production	per product	\$0.09
5	Product Labeled, During Production	per product	\$0.03
	<b>DELIVERY CHARGES</b>		
6	Delivery within San Mateo County	Flat Fee?	\$140.08
	<b>STORAGE</b>		
7	Pallet	per pallet	\$11.46
	<b>PRODUCTION</b>		
8	10F11 - AeroPress- Go Coffee Maker (11 units) & 4 Filters added	Each	\$0.31
9	80F11 - AeroPress Coffee Maker (11 units) & 8 Filters added	Each	\$0.05
10	82F11 - AeroPress Coffee Maker (11 units) W/Tote Bag & 8 Filters Added	Each	\$0.05
11	82C05 - AeroPress Coffee Maker (5 units) W/Tote Bag	Each	\$0.57
12	81R24 - AeroPress Coffee Filters (24 units) 350pcs/Filter	Each	\$3.60
13	81T24 - AeroPress Filters in a tray (24 units) 6 units per tray 4 trays per master carton	Each	\$4.63
14	81F01 - AeroPress Coffee Filters (24 units) 350pcs/Filter	Each	\$0.13
15	81F02 – AeroPress Coffee Filters (54 Units) 2-Pack Filters	Each	\$0.49

- b. Additional Services
  - i. Any other productions/services to be time studied, quoted, and approved in writing prior to starting work.

**2. Invoicing**

- a. County will bill monthly according to the rates established in the table and based on actual work completed
- b. Entity will issue payment within 30 days of receipt of invoice to: VRS/ Work Center Attn: VRS Accounts Receivable, 1 Davis Dr., Belmont, CA 94002.
- c. Rates will be evaluated annually and are subject to change. Rate increase will not exceed more than 3.5% per year.
- d. County will notify the Entity of any rate changes in writing prior to billing.