

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PLANTING JUSTICE

This Agreement is entered into September 4, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Planting Justice, 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 purposes of providing professional consultant support in developing the curriculum and overall programmatic design for the Sustainability Academy, the County's community environmental education program, for the general public and inmates at the Maple Street Correctional Center (MSCC).

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 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 FOUR HUNDRED TWENTY-ONE THOUSAND, SIX HUNDRED AND SEVENTY-FIVE DOLLARS (\$421,675). 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 September 4<sup>th</sup>, 2018, through September 3<sup>rd</sup>, 2021. Each budgeted year of work will involve the same tasks outlined in Exhibit A (with the exception of Task 8).

### 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 Contractor will develop contract materials for the County based on standardized, shared, and open-source curricula created by Contractor. 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. As County property, the County will own and have the right to use all contract materials without reference or obligation to Contractor. However, Contractor will own and retain the right to use the contract materials as part of its standardized, shared, and open-source curricula. 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

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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 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 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 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: Avana Andrade, Sustainability Coordinator  
Address: 455 County Center, Redwood City, CA 94063  
Telephone: 650-599-1459  
Email: aandrade@smcgov.org

In the case of Contractor, to:

Name/Title: Gavin Raiders, Co-Founder & Executive Director  
Address: 3463 San Pablo Ave, Oakland, CA 94608  
Telephone: 510-290-4049  
Email: gavin@plantingjustice.org

**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.

\* \* \*



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

For Contractor: Planting Justice

	<u>8/20/18</u>	<u>Gavin Radlers</u>
Contractor Signature	Date	Contractor 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**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services per year (the same tasks will be performed each year with the exception of Task 8). The County must give written approval for the Contractor to begin each year of work (September 2018 - September 2019, September 2019 - 2020, and September 2020 - September 2021).

This scope of work describes the following tasks in the following order:

- **Task 1:** Course Curriculum
  - Task 1a—Master Course Curriculum for inmates in Transitional Housing Unit (THU) at the Maple Street Correctional Center (MSCC); Revision and Development
  - Task 1b— Single-Session Workshops Curricula for inmates in THU at MSCC
  - Task 1c—Academy curriculum review with Cascadia
- **Task 2:** Course Coordination and Instruction
  - Task 2a— Course Coordination and Instruction - Master Course in THU
  - Task 2b— Course Coordination and Instruction – Single-Session Workshops in THU
- **Task 3:** Garden Design and Construction at MSCC
- **Task 4:** Nine composting workshops/year (roughly 1/month) delivered to the general public
- **Task 5:** Project Management
- **Task 6:** Reporting
- **Task 7:** Web/Multimedia Resources Development and Implementation
  - 3-5 short video clips/year
  - 2-4 short audio stories/year
- **Task 8:** *OPTIONAL: Open Ended Idea Solicitation—Hands-On Learning Environment Development*

### **Task 1: COURSE CURRICULUM**

#### **Task 1a – Master Course Curriculum for inmates in the Transitional Housing Unit at MSCC; Revision and Development**

The Contractor will develop curricula for a meaningful educational and job-training programming to inmates in the THU in a prolonged session (i.e. longer than a single 2-hour session) in a relevant format, timing, and duration. Formatting is up to the discretion of the Contractor but the rough equivalent in time and resources will be approximately a 12-session course.

The Contractor's Education Program team will conduct a revision of the existing curriculum of the Sustainability Academy. This revision will consist of examining the content and the approach of the existing curriculum on the basis of conversations with the staff of the OOS regarding the needs and characteristics of the population to be served and the criteria that may result from those conversations.

Both during the revision and the development phase, Contractor will pay particular attention to the following areas of the curriculum:

- Level of applicability of the skills taught to inmates at MSCC
- Linguistic and cultural suitability of the materials used
- Adequate use of graphics and imagery
- Balance between theory, information and hands-on experience
- Degree to which it helps the participants share the knowledge acquired
- Opportunities to work outdoors

After the first year of the program has been completed and based on the periodic evaluations of the program during the year and the final assessment performed at the end of this period, Contractor will engage in the process of adjusting

and updating the curriculum and materials as needed.

Deliverables for each course/workshop submitted in advance of the offering for OOS staff feedback (the following list may vary depending on the context)

- Course description
- Syllabus
- PowerPoint presentations
- Instructor Manual
- Student workbooks
- Additional materials that may be necessary to implement the curriculum

### **Task 1b – Single-Session Workshops Curricula for Participants in the Transitional Housing Unit at MSCC**

Following Contract signing, the Contractor's Education team will meet with staff of the OOS to choose the topics to be covered in the Single-Session Workshops for the programmatic year 2018-2019. Once those topics are chosen, the Contractor will determine to what degree it needs to adjust the content and format of its portfolio of workshops in order to fulfill the needs of the particular population to be served.

The Contractor will organize three workshops in the first year of the program. At least six weeks before each workshop, the Contractor's Education team, in conjunction with the instructor recruited for that particular workshop, will prepare the syllabus and curriculum, a course description, the presentation materials such as PowerPoints and handouts, and any hands-on learning materials for indoor and outdoor environments. This preparation phase will begin at least six weeks before the implementation of each workshop. All the plans and materials will be submitted beforehand to OOS staff for revision and feedback. The same process will be followed in subsequent years of this contract.

The single-session workshops are intended to provide participants with an introduction to, or depending on the context, a deeper understanding of environmental topics. The workshops may also offer participants with useful and relevant skills or opportunities for change that they can use and implement in their daily lives. Example topics for the single-session workshops include but will not be limited to:

- San Mateo County naturalist Trainings/biodiversity workshop
- Container gardening
- Urban farming/homesteading
- Green home
- Herb cultivation
- Mushroom cultivation
- Growing organic vegetables
- Phytoremediation
- Landscaping with native & drought tolerant plants
- Seed starting (with and without a greenhouse, vs cold frames, mini-greenhouse)
- Drip Irrigation
- Growing mushrooms & finding them
- Food waste reduction in the home
- Cooking from the garden: what you can prepare with these great veggies in your own garden or CSA box
- Backyard Chickens
- Fruit tree pruning
- Gardening for wildlife

Deliverables:

- Meeting scheduled to discuss workshop topics
- Workshop topics finalized
- Draft and final syllabus, curriculum, a course description, presentation materials such as PowerPoints and handouts
- Hands-on learning materials for indoor and outdoor environments

### **Task 1c -- Academy Curriculum Review with Cascadia**

The Contractor will review and provide feedback on primary pieces of existing curricula (i.e. syllabi) for key equity, justice, and inclusion topics. The Contractor will provide written feedback and, if necessary meet in person with Cascadia and County staff for review. Planting Justice estimates dedicating 15-person-hours to this task.

#### **Deliverables**

- Written feedback
- In-person meeting with Cascadia staff (if necessary)

## **TASK 2: COURSE COORDINATION AND INSTRUCTION**

### **Task 2a – Course Coordination and Instruction - Master Course in the Transitional Housing Unit at MSCC**

Members of the Contractor's Education team will be the Lead Instructors for a 12-week long Master Course, to be delivered at MSCC for inmates in the Transitional Housing Unit. Like all program providers, the Lead Instructors must successfully obtain a jail clearance through the Sheriff's Office, Corrections Division. The Lead Instructors will be engaged in the curriculum revision and development process and, along with the Project Manager, will be engaged in all aspects of the identification and recruitment of guest speakers or instructors, the development of outreach and recruitment strategies, and all activities related to the coordination and implementation of the curriculum, the communication with the participants, and the relationship between OOS staff and Planting Justice. The Lead Instructors will also play a key role in the evaluation and assessment activities during the implementation and after the completion of the program.

The Lead Instructor will also participate actively in every session of the courses, either as the person in charge of the teaching duties or in a supporting role when guest speakers/instructors are brought in because of their particular expertise. Guest speakers/instructor will be recruited for the Master course, as necessary, in order to enhance the quality of the learning experience for the participants by providing more one-on-one support when necessary, a better complement of expertise and teaching styles, and additional support in observing and managing group dynamics and needs.

The lead instructor for the course will be responsible for setting up and breaking down each class and shall distribute and collect all required paperwork to students, such as waivers, pre-and post-course and class-specific surveys, and volunteer project proposals. The lead instructor will also be responsible for maintaining consistency in messaging and class structure from week to week, shall strive to maintain a sense of camaraderie in the class to produce engaged participants who leave the course with new life skills that will help them lead productive, healthy lives. Courses shall be interactive, contain hands-on demonstrations and applications, and give students the opportunity to demonstrate the knowledge that they have acquired during the course. The course instructor is permitted one course absence over the 12-week period and must make an arrangement for an alternative course instructor.

#### **Deliverables**

- Course instruction
- Set up and breakdown of class space and instructional/demo materials

### **Task 2b – Course Coordination and Instruction – Single-Session Workshops in the Transitional Housing Unit at MSCC**

The Contractor will be in charge of coordinating the single-session workshop series. The Contractor will be directly engaged in the conversations with OOS staff to determine the content of the workshops, the teaching approach, and the development of new ideas to enhance the quality of the learning experience to all the participants.

These workshops will be designed to offer inmates with access to hands-on of environmentally-related topics. Workshop series concepts may also be developed wherein over the course of a year a theme unifies a 3-workshop “grouping” or series. The Contractor will identify qualified workshop instructors, either from within if their expertise matches the needs of a particular workshop session, or from the outside in the absence of such internal resources.

#### Deliverables

- The Contractor will select lead instructors for each workshop and course
- Instructors for each workshop will coordinate on finalizing course content teaching approach

### **Task 3: GARDEN DESIGN AND CONSTRUCTION AT MSCC**

Several small plots of land outside the jail facility may be converted into a garden and composting area. Terrace spaces in the Transitional Housing area may also be utilized for growing and learning spaces. The Contractor will design the garden area and engage inmates in the design and construction process. Potential design/educational opportunities include but are not limited to: grey water infrastructure design and implementation, drip irrigation installation, drought tolerant landscaping design, mini-orchard, and demonstration of edible, organic gardening.

#### Deliverables

- Plan and necessary designs for terrace space growing areas
- Build and implement terrace growing spaces
- Plan and design growing spaces for outside plots of land
- Build and implement outdoor growing space

### **Task 4: NINE COMPOSTING WORKSHOPS/YEAR (roughly 1/month) delivered to the general public**

Planting Justice will provide nine two-hour workshops/year to the general public that cover the basics of home composting. Curriculum may cover “backyard composting” and/or vermicomposting. The focus (i.e. backyard vs. vermicomposting focus) and location of the workshops will be decided based on conversation between the Contractor and County staff. Workshops will be delivered throughout San Mateo County.

### **Task 5: PROJECT MANAGEMENT**

The Contractor shall ensure the success of this program by providing strong project management throughout the project. The Contractor shall conduct the project kickoff meeting with County staff to confirm project goals and finalize the project approach, training objectives, timeline, budget, and roles and responsibilities. The Contractor’s project team manager, the Master Course instructors, and any other relevant key team member shall all attend this kick-off meeting. Throughout the project, the Contractor’s project manager shall ensure that the team takes initiative and proactively executes all project tasks on schedule within the contract budget, and at the highest quality. Contractor shall work closely with County staff and its team members to collaborate and scale project management appropriately to meet project needs.

### **Task 6: REPORTING**

The Contractor shall provide brief (~ 1 page or less) course and workshop reports that summarize the overall effectiveness and outcomes of the educational offering. The summaries will provide a qualitative assessment of the effectiveness of curriculum delivery and topic selection, efficiency of project management and communication, the number of students attending the course or workshop, and student satisfaction with course curriculum. With feedback from County staff, the Contractor shall collect much of the information for these assessments through a series of student surveys that gauge both knowledge and satisfaction with the curriculum. The Contractor shall survey students in the Master Course at the beginning and end of each course.

The Contractor will prepare an annual report at the end of each year that presents summary information on student attendance, engagement, and satisfaction, and effectiveness of curriculum delivery and topic selection. The document will also reflect on what went well and what can be improved in the following year with respect to course coordination, project management and instructional effectiveness. Full payment for Task 6 will be made upon delivery of an annual report.

Deliverables

- Brief post-course/-workshop summaries
- Annual report

**Task 7: WEB/MULTIMEDIA RESOURCES DEVELOPMENT & IMPLEMENTATION**

The Contractor will provide technical and design support on multimedia content to tell engaging stories about Academy participants and Office of Sustainability work. The Contractor will recruit some of its own staff members who are experienced in the development of multimedia content, both video and audio, to develop three-to-five (3-5) short video clips and two-to-four (2-4) short audio clips. These staff members will attend some of the course sessions and workshops and record parts of the activities, will conduct interviews with some of the participants, and will organize and edit the materials according to some thematic lines in order to portray both the nature of the activities of the Sustainability Academy and touch on some resource conservation topics. The Contractor will provide assistance in developing and recording content, providing necessary technology (camera, recorder), and editing video and audio multimedia content.

Deliverables

- 3-5 short video clips/ fiscal year
- 2-4 short audio pieces/fiscal year

**Task 8: OPTIONAL – Hands-On Learning Environment Development**

During Year 1 of the program, the Contractor will initiate a conversation with OOS staff and key community stakeholders to prepare the ground to implement the curriculum of the “Master Compost and Solid Waste” course with an increased emphasis on hands-on experiences and the development of community-based development and relationship building projects.

The Contractor will explore with County staff the possibility of identifying a site or sites where the participants of the course, as part of the curriculum, may be able to design and develop a garden and a compost system run and maintained by community residents. The focus would be to identify community based partner recipient(s) who are already advancing principles of equity and inclusion in the County. This effort would entail not only learning about the techniques involved in gardening and composting but would also require the development of partnerships and alliances between different stakeholders at the community level and beyond

Deliverables:

- Identify community-based partnerships in support of a garden as a hands on learning and community-building space
- Identify possible spaces to build out a community garden for Academy participants to learn and apply skills
- Build community garden and develop an outdoor learning and community-building space.

### **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. Budgets for each year are shown below (Year 1 - 2018-2019, Years 2 & 3 - 2019-2020, 2020-2021). The total contract will not exceed the amount of four hundred twenty one thousand, six hundred and seventy five dollars (\$421,675) over the course of three years. The County shall pay the Contractor within 20 days of the receipt of the invoice. Each year of work will be approved by County staff in advance of the work being commenced.

## YEAR 1

### Task 1: Course Curriculum

<b>Task 1A: Master Course Curriculum at Maple Street</b>	<b>Hours</b>	<b>Cost per hour</b>	<b>Total</b>	<b>NOTES</b>
Revision of existing curriculum - MC	40	75	3000	
Development of new curriculum - MC	150	75	11250	
<b>Task 1B: Single Session Workshops at Maple Street</b>				
Development of curriculum - WS1	20	75	1500	
Development of curriculum - WS2	20	75	1500	
Development of curriculum - WS3	20	75	1500	
<b>Task 1C: Academy Curriculum Review</b>				
Academy Curriculum Review w/Cascadia	15	75	1125	
<b>Task 2: Course Coordination and Instruction</b>				
<b>Task 2A: Course Coord. and Instruction, Maple Street</b>				
Course Coordination MC	60	75	4500	
Preparation MC	36	100	3600	3hrs X Session (12 sessions)
Instruction MC	36	100	3600	3hrs X Session (12 sessions)
Guest Speakers MC	72	100	7200	6hrs X Session (12 sessions)
Materials Design MC			3,000	
Materials Printing MC			2,000	
Other materials			400	
MC Revision	30	75	2250	
<b>Task 2B: Course Coord. and Instruction, Single-Session WSs</b>				
Coordination WS1	10	75	750	

## YEARS 2 & 3

<b>Task</b>	<b>Hours</b>	<b>Cost per hour</b>	<b>Total</b>	<b>NOTES</b>
Revision of existing curriculum - MC	0	75	0	
Updating of new curriculum - MC	30	75	2250	
Development of curriculum - WS4	20	75	1500	
Development of curriculum - WS5	20	75	1500	
Development of curriculum - WS6	20	75	1500	
Academy Curriculum Review w/Cascadia	15	75	1125	
Course Coordination MC	60	75	4500	
Preparation MC	36	100	3600	3hrs X Session (8 sessions)
Instruction MC	36	100	3600	3hrs X Session (8 sessions)
Guest Speakers MC	72	100	7200	6hrs X Session (8 sessions)
Materials Design MC			1,500	
Materials Printing MC			2,000	
Other materials			400	
MC Revision	30	75	2250	
Coordination WS4	10	75	750	



Preparation WS1	6	100	600
Instruction WS1	3	100	300
Guest Speaker WS1	6	100	600
Materials Design WS1			500
Materials Printing WS1			250
Other materials			50
Coordination WS2	10	75	750
Preparation WS2	6	100	600
Instruction WS2	3	100	300
Guest Speaker WS2	6	100	600
Materials Design WS2			500
Materials Printing WS2			250
Other materials			50
Coordination WS3	10	75	750
Preparation WS3	6	100	600
Instruction WS3	3	100	300
Guest Speaker WS3	6	100	600
Materials Design WS3			500
Materials Printing WS3			250
Other materials			50

**Task 3: Garden Design and Construction,  
Maple Street**

Garden Design Maple Street Facility	20	100	2000
Garden Coordination/Materials Prep	20	100	2000
Garden Build Materials			12000
Garden Build Labor	120	75	9000
Garden Maintenance/replanting			3000

**Task 4: Composting Workshops General  
Public**

Coordination Composting Workshop	10	75	750
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Preparation WS4	6	100	600
Instruction LI WS4	3	100	300
Guest Speaker WS4	6	100	600
Materials Design WS4			500
Materials Printing WS4			250
Other materials			50
Coordination WS5	10	75	750
Preparation WS5	6	100	600
Instruction WS5	3	100	300
Guest Speaker WS5	6	100	600
Materials Design WS5			500
Materials Printing WS5			250
Other materials			50
Coordination WS6	10	75	750
Preparation WS6	6	100	600
Instruction WS6	3	100	300
Guest Speaker WS6	6	100	600
Materials Design WS6			500
Materials Printing WS6			250
Other materials			50

Garden Design Phase 2 Maple Street Facility Garden Coordination/Materials Prep; Phase 2 Garden Build Materials; Phase 2 Garden Build Labor; Phase 2 Garden Maintenance/replanting	20	100	2000
	20	100	2000
			6000
	72	75	5400
			3000

Coordination Composting Workshop	10	75	750
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Prep Composting Workshop	10	75	750	2hrs X Session (9 sessions)  \$250 x 9 sessions	Prep Composting Workshop	10	75	750	\$250 x 9 sessions
Instruction Composting Workshops (9)	18	100	1800		Instruction Composting Workshops (9)	18	100	1800	
Materials Design Composting Workshop			500		Materials Design Composting Workshop			500	
Materials Printing Composting Workshop			2250		Materials Printing Composting Workshop			2250	
Task 5: Project Management									
Project Management	250	100	25000		Project Management	250	100	25000	
Task 6: Reporting									
Quarterly Reporting	60	100	6000		Quarterly Reporting	60	100	6000	
Development of Assessment Tools	40	100	4000		Development/Refineme nt of Assessment Tools	15	100	1500	
Task 7: Multimedia Development/Implementation									
Multimedia Content - Videos	200	75	15000		Multimedia Content - Videos	200	75	15000	
Multimedia Content - Audio Clips	80	75	6000		Multimedia Content - Audio Clips	80	75	6000	
Task 8: Open Ended Ideas Coord and Implementation									
New Ideas Research and Design	20	100	2000		New Ideas Coordination/Materials Prep	20	100	2000	
					New Ideas Community Garden Materials			6000	
					New Ideas Community Garden Build Labor	120	75	9000	
TOTAL			147625		TOTAL			137025	

## **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.