

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CASCADIA  
CONSULTING GROUP, INC**

This Agreement is entered September 4, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Cascadia Consulting Group, Inc., hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the 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.

**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 THREE HUNDRED FIVE THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS (\$305,169). 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 7).

## **5. Termination**

This Agreement may be terminated by Contractor or by the Director, 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 is developing 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.

The following subcontractors have been identified and approved by the County:

- East Bay Video
- Envirolutions
- Joseph Lees, Independent
- Jeannie Pham, Independent
- Go2Zero Strategies

## **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 biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

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

### **a. General Non-discrimination**

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

### **b. Equal Employment Opportunity**

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

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

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

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

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

### **e. Discrimination Against Individuals with Disabilities**

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

### **f. History of Discrimination**

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

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

Contractor shall 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: Jessica Coe, Senior Associate  
Address: 1710 Franklin St. #310, Oakland, CA 94612  
Telephone: 650-483-5455  
Email: jess@cascadiaconsulting.com

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

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

For Contractor: [**Cascadia Consulting Group, Inc.**]



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

\_\_\_\_\_  
Date **8/21/18**

\_\_\_\_\_  
Contractor Name (please print) **Cascadia Consulting Group**

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 (with the exception of Task 7). The County must give written approval for the Contractor to begin each year of work (September 2018 - September 2019, September 2019 - September 2020, 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 (2/year)
  - Task 1b –Single-Session Workshops Curricula (3/year)
- **Task 2:** Course Coordination and Instruction
  - Task 2a—Master Courses (2/year)
  - Task 2b—Single-session workshops (3/year)
- **Task 3:** Outreach
- **Task 4:** Project Management
- **Task 5:** Reporting
- **Task 6:** Web/Multimedia Resources Development and Implementation
- **Task 7:** Open Ended Idea Solicitation – Equity Toolkit Development

The budget for the Contractor’s work on these tasks is presented at each task, and in a summary format at the end of this scope of work.

## **Task 1: Course Curriculum**

### **Task 1a – Master Course Curriculum**

The Contractor shall build off existing curriculum for two 8-week Master Courses: one “Master Compost and Solid Waste” course and one “Master Resource Conservation” course – that will build a strong community of informed volunteers who have the skills and expertise they need to teach others about resource conservation and employ new skills in their own lives.

A Master Course is an eight-week class offered to members of the public which focuses on a specific topic or series of topics such as composting or resource conservation. A typical course involves 24-30 hours of in-class instructional time. A Master Course provides a more detailed, in-depth, and hands-on learning experience than a short two- or four-hour workshop. At the end of the class, participants should have enough familiarity with the topic that they could teach others about the topic and implement any of the skills successfully in their own lives.

County staff will work closely with the Contractor in the beginning of each year (September 2018 - September 2019, September 2019 - September 2020, September 2020 - September 2021) to detail the Sustainability Academy program year’s offerings. The Contractor must provide an emphasis on curriculum quality control from one year to the next and modifying the curriculum to ensure that it is effective and up-to-date.

The curriculum for each course shall also include structured time in each class for students to develop and share plans for the volunteer projects that they will embark on after class. These volunteer projects will be centered on sharing the knowledge students learn with others in the community and encouraging behavior change. The Contractor shall encourage students to consider the diverse audiences they will be communicating with.

During the three years (September 2018- September 2019, September 2019-September 2020, September 2020-September 2021), the Contractor shall develop and update student workbooks for the relevant course. Throughout the program years, where relevant, the Contractor shall build on this basic workbook, incorporating more targeted information, resources about major topics in the course curriculum, and names and descriptions of programs in San Mateo County or regionally where participants can learn more about their subject areas of interest.

The Contractor shall provide drafts of the updated curriculum to County staff for review and shall incorporate relevant feedback provided by County staff into the draft curriculum. The Contractor shall develop and submit all draft course material to the County staff six weeks before the start of the course for County staff to review and for the Contractor to incorporate County staff's feedback to finalize the draft course material. The Contractor shall provide final versions of the workbooks and curriculum to the County by the end of the contract period.

Specific work related to curriculum development for the Master Compost and Solid Waste Course, and for the Master Resource Conservation Course, is detailed below.

#### Deliverables

The Contractor shall combine the existing curriculum and/or develop a new curriculum as follows for each course. "Curriculum" under this project includes at a minimum the following:

- Syllabus;
- PowerPoint presentations;
- Course descriptions;
- Course curriculum outline (also known as the Instructor Manual);
- Student workbooks (if relevant and applicable); and
- Other materials that instructors use to plan and teach each course.

#### Master Compost and Solid Waste Course Curriculum Development

For the Master Compost and Solid Waste course, the Contractor will work to streamline existing course content to focus on hands-on skills, and ensure that students coming out of the class have a firm grasp on how to build, maintain, and troubleshoot compost piles and vermicompost systems at home. Based on former student and OOS staff feedback, they will also consider cutting the number of sessions or the length of each class in this course, ensuring that they only maintain content essential for teaching the core backyard compost pile maintenance skills and troubleshooting techniques. They will work to modify the curriculum to avoid duplicative content or unnecessary detail.

## Master Resource Conservation Curriculum Development

The Master Resource Conservation course focuses heavily on content from guest speakers who serve as subject matter experts about topics like energy efficiency, water conservation, transportation, food systems, greenhouse gas emissions, local, state, and national environmental policy. The course will highlight local policy and programs that participants can otherwise influence on their own. The Master Resource Conservation course is typically lecture heavy, therefore, in the following years, the Contractor will incorporate more opportunities for interactivity and concrete skill building.

These guest speakers develop their own content for speaking, with coaching from the primary teacher that instructs this course and is present at every course session. This coaching includes prompting guest speakers to include as much interactivity in their presentations as possible, and reviewing content to ensure that it is of high quality and in line with preferred academy messaging. Contractor will continue these coaching sessions, including more intense vetting of any new speakers, and two sessions of curriculum review with new speakers.

The Contractor will significantly revise the student workbook to create a document, or series of handouts and worksheets, that are useful and relevant resource for the course participants.

## Task 1b – Single-Session Workshops Curricula (~3/year)

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. These workshops may also serve as opportunities to introduce new community members to the Sustainability Academy program. The Contractor will coordinate with Planting Justice in curriculum development. 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

The Contractor shall also ensure that the content provided in the workshops are not duplicative of content already provided in the curriculum developed for the Master Courses offered to the general public. The workshops shall be planned around hands-on learning, including potential field trips and/or tours relevant to the subject areas.

For the program year 2018-19, the Contractor will develop curriculum for three workshops, all in partnership with community organizations that are already doing environmental education work in San Mateo County. The Contractor will partner with OOS staff to research, identify, and establish partnerships with three organizations, working collaboratively to develop content for one two-to-four-hour workshop that builds on the work each organization is already engaged in. These workshops will be offered to the general public, as well as to people who are already engaged in work with these organizations. Workshop topics could span those outlined in the RFP, but will ultimately depend on the interests of our partner organizations. Curriculum development will be an iterative process with these partner organizations, but ultimate ownership over curriculum quality will fall to the Contractor.

If it fits with the mission of the organizations the Contractor partners with, the Contractor will instruct at least one workshop in Spanish, and one workshop in Chinese. The Contractor has staff available who speak both of those languages, and who can either instruct the workshops themselves in language, or, if the workshop topic is not their area of expertise, translate for an English language instructor.

#### Deliverables

- Workshop syllabus and curriculum
- Course description
- Presentation materials such as PowerPoints and handouts
- Hands-on learning materials for indoor and outdoor learning environments

## **Task 2: Course Coordination and Instruction**

This section describes instruction for the two masters courses (Master Compost and Solid Waste; and Master Resource Conservation) and for three single-session workshops per year.

### **Task 2a – Course Coordination and Instruction—Master Courses**

One instructor shall be responsible for coordinating each Master Course and shall bring in subject matter expertise as indicated in Scope 1a – Master Course Curriculum above. The lead instructor for each course will be approved by County staff when she/he is selected and shall be responsible for setting up and breaking down each class (one class per week over the eight-week period) 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 shall 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, motivated volunteers who carry out projects that impact their community in a meaningful way. The Contractor will work with both the Master Course lead instructors to ensure that, when appropriate, the same message is conveyed to the lead instructors for communication to the participants of the courses (e.g., volunteer engagement process, County Fair information, etc.).

For each Master Course, the lead instructor shall invite guest speakers, when/if appropriate, including other subject matter experts to help augment the course and past Sustainability Academy volunteers to

share their experiences with the new Sustainability Academy group in volunteering at events/initiating their own projects.

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 8 week period and must make an arrangement for an alternative course instructor.

The Contractor's specific concepts for instructing the master courses are described below.

The Contractor will assign one instructor per Master Course. For the Master Compost courses, the instructor will be responsible for delivering all lecture and running all in-class activities. For the Master Resource Conservation course, the instructor will be responsible for some lecture, and for keeping the class on track, but will also coordinate with guest speakers. In class, the Master Resource Conservation instructor will help to facilitate conversation around the guest speaker's topic, and will move guest speakers along to cover the next item on the class agenda, as necessary. All master course primary instructors will be responsible for coordinating all logistical aspects of the classroom.

To prepare instructors to be stewards of equity and inclusion in the classroom, the Contractor will have each instructor meet with one of the Contractor's equity and inclusion consultants for a one-on-one advising session about how to best foster an inclusive environment in their teaching style and in the classrooms that they manage. The Contractor's project manager will also have a one-on-one session with one of the County's equity and inclusion consultants to discuss the program as a whole, and look for opportunities to enhance the program's reach and impact in communities where the County hasn't worked before.

The Contractor's project manager will plan to attend each master course class to observe and take notes about specific areas where curriculum did not land well, or where instruction could be improved.

#### Deliverables

- Lead instructor per course
- Guest speakers, where applicable
- Project manager's attendance at each class

### **Task 2b—Course Coordination and Instruction – Single-Session Workshops**

These workshops will be designed to offer a diversity of San Mateo community members with access to hands-on environmentally-related topics. Appropriate topics for the workshops shall be discussed, vetted and confirmed with County staff and community partners for each relevant program year. These workshop topics and formats will be, in part, driven by community partners who may have unique interests and needs. The contractor will be responsible for finding appropriate workshop instructors whose credentials are consistent with the qualifications outlined in this document.

The Contractor will select workshop instructors according to the subject matter and language needs identified in their initial conversations with the community partners that they engage with for this

effort. These instructors will be approved by County staff. As with the master course instructors, all workshop instructors will receive a one-on-one session with the Contractor's equity and inclusion consultants to discuss encouraging diverse perspectives in their classrooms through culturally competent instruction.

#### Deliverables

- Appropriate workshop instructors identified
- Topic, focus, and teaching approach clarified with instructor

### **Task 3: Outreach**

Consultant will assist the County in improving the strategy and effectiveness of marketing and community engagement. The Consultant will conduct meetings and interviews with County staff and current Sustainability Academy volunteers to gauge interests, needs, and opportunities for growth within the volunteer community. Along with these interviews, the Contractors will research and create protocol for effective volunteer engagement and generate recommendations to County staff for new, innovative, and meaningful volunteer tracking strategies.

#### Deliverables

- Meeting(s) conducted with County staff to discuss needs and interests of volunteer community and vision for volunteer community
- Meeting(s) conducted with volunteers to discuss experience, needs, interests
- Report outlining research findings and recommendations to County staff for next steps in volunteer engagement and community building

### **Task 4: 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.

The Contractor's management of this project will include facilitation of an overall kick-off meeting, a planning meeting for each course and workshop, a wrap-up meeting for each course and workshop, and setting the pace of the project overall. The Contractor project manager will set the agenda for these meetings and send meeting minutes indicating key outcomes and action items from each meeting. The project manager is responsible for engaging instructors for all courses and managing the quality of their work, setting the pace of their work, and managing any issues that arise through curriculum development or course instruction. She will ensure that curriculum re-development is happening



consistently year-to-year, review all developed curriculum and perform final quality checks before submittal for OOS staff review, and will attend all classes, taking detailed notes about what aspects of the class do and do not function well. She will provide this feedback to instructors and to OOS staff, and will archive it for curriculum re-development in future program years. She will track project progress and budget, making course corrections as necessary and communicating clearly to her team and to OOS staff when these course corrections are necessary.

#### Deliverables

- Kick off meeting with Contractor and County staff
- Meeting facilitation
- Curriculum development and quality control

### **Task 5: Reporting**

The Contractor shall provide 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, progress towards defined student learning outcomes, 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 (September 2019, September 2020, September 2021).

The Contractor will prepare and distribute a pre- and post-course quiz to students in each master's course. The pre-course quiz will ask a series of questions about student intentions in taking the class, and a series of knowledge based questions that are intended to reflect key learning outcomes from the classes. The post-course quiz asks a series of questions about student satisfaction with the course, and the same set of knowledge-based questions as the pre-course quiz, to track student progress towards intended student learning outcomes.

#### Deliverables

- Administer course surveys
- Process course survey information
- Brief workshop and course summaries
- Annual report

## **Task 6: Online multimedia content development**

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 partner with local video production company, East Bay Video, to design and shoot one short (3-7 minute) video per year to capture difference aspects of Sustainability Academy offerings, and/or resource conservation topics. Video development will begin with a kick-off meeting at the beginning of the contract period to discuss and prioritize video topics. This kick off meeting will determine the video subject matter, and will set out a plan for the film crew and Contractor staff to collect adequate film footage throughout the year. Then, there will be a separate meeting to discuss the intended impacts of the video, and to find examples of the aesthetic of each video type to send to East Bay Video as an example. After this planning, Contractor will engage East Bay Video to give feedback on plans, and to execute video production and editing. Budgeting for this task assumes production of one video.

### **Deliverables**

- One 3-7 minute video per year
- Contractor will provide assistance in developing and recording content, providing necessary technology (camera, recorder), and editing video and audio multimedia content

## **Task 7: Equity Toolkit Development**

The Contractor will develop a diversity toolkit which will provide strategies and actions for advancing diversity, equity, and inclusion in Sustainability Academy offerings. The toolkit will serve as a framework to guide the program's growth in engaging and serving an increasingly diverse population. It will lay out a road map for the development of deeper knowledge and expanded capacity to achieve diversity, equity, and inclusion goals—even as those goals might shift in the coming years due to new demographic, economic, or environmental conditions that arise.

The Contractor will develop the toolkit based on how the Office of Sustainability defines diversity, equity, and inclusion as well as the outcomes from community research. The Contractor will preface the toolkit with a business case to demonstrate the value that diversity, equity, and inclusion principles would bring the Sustainability Academy, and why it matters. The toolkit will then offer recommended strategies and actions for promoting multicultural growth and new perspectives within the Sustainability Academy, and best practices for implementing them.

The Contractor will present the toolkit in a document format with a section that addresses overarching strategies for the Sustainability Academy and subsequent sections with recommended actions to implement those strategies. For example, actions may include developing a scorecard to evaluate and introduce pro-equity practices throughout the lifecycle of Sustainability Academy course design, instructor recruitment, promotion, implementation, and follow-up—and inviting members of community organizations or underrepresented communities to provide feedback as course auditors.

These actions will build on the Sustainability Academy's existing strengths and capacity, leveraging opportunities, and addressing the gaps and challenges identified in the equity assessment.

The Contractor will offer the option to develop additional documents that may support the toolkit (e.g., Excel workbooks, visual-based outlines, templates for public-facing communications) pending conversations and scoping with Office of Sustainability staff.

#### Deliverables

- Toolkit or report with strategies and actions for County staff to advance equity, diversity, and inclusion in Academy programming
- Supporting documents such as scorecards, workbooks, or outlines

## 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 (2018-2019, 2019-2020, 2020-2021). The contract will not exceed the amount total amount of three hundred five thousand one hundred sixty nine dollars (\$305,169) over the course of three years. The County will pay the Contractor within 20 business days of receipt of invoice. Each year of work will be approved by County staff in advance of the work being commenced.

### Proposed Budget for 2018-2019

Task Names			Labor		Expenses		Total, by Company				
			Total	Teachers and Subcontractors	Total	Cascadia	Total	Cascadia	Teachers and Subcontractors	Total	
			Hours		Labor		Expenses			Project	
1.	Curriculum Development		331	\$17,440	\$16,058	\$33,498	\$0	\$0	\$17,440	\$16,058	\$33,498
1.1	Master Resource Conservation		98	4,200	6,273	10,473	0	4,200	6,273	10,473	
1.2	Master Compost and Solid Waste		122	4,200	7,983	12,183	0	4,200	7,983	12,183	
1.3	Jail Master Compost and Solid Waste		0	0	0	0	0	0	0	0	
1.4	Workshop Series		111	9,040	1,803	10,843	0	9,040	1,803	10,843	
2.	Course Coordination and Instruction		318	\$12,840	\$17,362	\$30,202	\$3,500	\$3,500	\$16,340	\$17,362	\$33,702
2.1	Master Resource Conservation		126	4,200	7,601	11,801	1,900	1,900	6,100	7,601	13,701
2.2	Master Compost and Solid Waste		126	4,200	7,412	11,612	400	400	4,600	7,412	12,012
2.3	Jail Master Compost and Solid Waste		0	0	0	0	0	0	0	0	
2.4	Workshop Series		66	4,440	2,348	6,788	1,200	1,200	5,640	2,348	7,988
3.	Outreach		77	\$7,650	\$2,472	\$10,122	\$0	\$0	\$7,650	\$2,472	\$10,122
3.1	Research Effective Volunteer Engagement Strategies		26	2,150	1,236	3,386	0	2,150	1,236	3,386	
3.2	Develop Volunteer Effectiveness Tracking Strategy		26	2,150	1,236	3,386	0	2,150	1,236	3,386	
3.3	Targeted Reach Expansion Strategies		25	3,350	0	3,350	0	3,350	0	3,350	
4.	Project Management		58	\$6,720	\$1,236	\$7,956	\$0	\$0	\$6,720	\$1,236	\$7,956
4.1	Project Management		58	6,720	1,236	7,956	0	6,720	1,236	7,956	
5.	Reporting		36	\$5,040	\$0	\$5,040	\$0	\$0	\$5,040	\$0	\$5,040
5.1	Ongoing Reporting		20	2,800	0	2,800	0	2,800	0	2,800	
5.2	Annual Report		16	2,240	0	2,240	0	2,240	0	2,240	
6.	Online Multimedia Content Development		63	\$1,820	\$4,635	\$6,455	\$0	\$0	\$1,820	\$4,635	\$6,455
6.1	Short Video Production Support		38	1,120	2,781	3,901	0	1,120	2,781	3,901	
6.2	Volunteer Audio Interview Production Support		25	700	1,854	2,554	0	700	1,854	2,554	
7.	Open-Ended Idea Solicitation - Equity Toolkit		80	\$2,800	\$7,416	\$10,216	\$0	\$0	\$2,800	\$7,416	\$10,216
7.1	Equity Interviews and Assessment		40	1,400	3,708	5,108	0	1,400	3,708	5,108	
7.2	Develop Toolkit		40	1,400	3,708	5,108	0	1,400	3,708	5,108	
TOTAL HOURS			963	422	541	963					
TOTAL COST				\$54,310	\$49,178	\$103,488	\$3,500	\$3,500	\$57,810	\$49,178	\$106,988

Proposed Budget for 2019-2020

Budget Summary			Labor			Expenses		Total, by Company			
			Total	CCG	Teachers and Subcontractors	Total	CCG	Total	CCG	Teachers and Subcontractors	Total
1.	Curriculum Development		331	\$17,963	\$16,058	\$34,021	\$0	\$0	\$17,963	\$16,058	\$34,021
	1.1	Master Resource Conservation	98	4,326	6,273	10,599	0	0	4,326	6,273	10,599
	1.2	Master Compost and Solid Waste	122	4,326	7,983	12,309	0	0	4,326	7,983	12,309
	1.3	Jail Master Compost and Solid Waste	0	0	0	0	0	0	0	0	0
	1.4	Workshop Series	111	9,311	1,803	11,114	0	0	9,311	1,803	11,114
2.	Course Coordination and Instruction		318	\$13,225	\$17,362	\$30,587	\$3,500	\$3,500	\$16,725	\$17,362	\$34,087
	2.1	Master Resource Conservation	126	4,326	7,601	11,927	1,900	1,900	6,226	7,601	13,827
	2.2	Master Compost and Solid Waste	126	4,326	7,412	11,738	400	400	4,726	7,412	12,138
	2.3	Jail Master Compost and Solid Waste	0	0	0	0	0	0	0	0	0
	2.4	Workshop Series	66	4,573	2,348	6,922	1,200	1,200	5,773	2,348	8,122
3.	Outreach		77	\$7,880	\$2,472	\$10,352	\$0	\$0	\$7,880	\$2,472	\$10,352
	3.1	Research Effective Volunteer Engagement Strategies	26	2,215	1,236	3,451	0	0	2,215	1,236	3,451
	3.2	Develop Volunteer Effectiveness Tracking Strategy	26	2,215	1,236	3,451	0	0	2,215	1,236	3,451
	3.3	Targeted Reach Expansion Strategies	25	3,451	0	3,451	0	0	3,451	0	3,451
4.	Project Management		58	\$6,922	\$1,236	\$8,158	\$0	\$0	\$6,922	\$1,236	\$8,158
	4.1	Project Management	58	6,922	1,236	8,158	0	0	6,922	1,236	8,158
5.	Reporting		36	\$5,191	\$0	\$5,191	\$0	\$0	\$5,191	\$0	\$5,191
	5.1	Ongoing Reporting	20	2,884	0	2,884	0	0	2,884	0	2,884
	5.2	Annual Report	16	2,307	0	2,307	0	0	2,307	0	2,307
6.	Online Multimedia Content Development		63	\$1,875	\$4,635	\$6,510	\$0	\$0	\$1,875	\$4,635	\$6,510
	6.1	Short Video Production Support	38	1,154	2,781	3,935	0	0	1,154	2,781	3,935
	6.2	Volunteer Audio Interview Production Support	25	721	1,854	2,575	0	0	721	1,854	2,575
TOTAL HOURS			883	402	481	883					
TOTAL COST				\$53,055	\$41,762	\$94,818	\$3,500	\$3,500	\$56,555	\$41,762	\$98,318

Proposed Budget for 2020-2021

Budget Summary			Labor		Expenses		Total, by Company				
			Total	CCG	Teachers and Subcontractors	Total	CCG	Total	CCG	Teachers and Subcontractors	Total
1.	Curriculum Development		331	\$18,486	\$16,058	\$34,544	\$0	\$0	\$18,486	\$16,058	\$34,544
	1.1	Master Resource Conservation	98	4,452	6,273	10,725	0	0	4,452	6,273	10,725
	1.2	Master Compost and Solid Waste	122	4,452	7,983	12,435	0	0	4,452	7,983	12,435
	1.3	Jail Master Compost and Solid Waste	0	0	0	0	0	0	0	0	0
	1.4	Workshop Series	111	9,582	1,803	11,385	0	0	9,582	1,803	11,385
2.	Course Coordination and Instruction		318	\$13,610	\$17,362	\$30,972	\$3,500	\$3,500	\$17,110	\$17,362	\$34,472
	2.1	Master Resource Conservation	126	4,452	7,601	12,053	1,900	1,900	6,352	7,601	13,953
	2.2	Master Compost and Solid Waste	126	4,452	7,412	11,864	400	400	4,852	7,412	12,264
	2.3	Jail Master Compost and Solid Waste	0	0	0	0	0	0	0	0	0
	2.4	Workshop Series	66	4,706	2,348	7,055	1,200	1,200	5,906	2,348	8,255
3.	Outreach		77	\$8,109	\$2,472	\$10,581	\$0	\$0	\$8,109	\$2,472	\$10,581
	3.1	Research Effective Volunteer Engagement Strategies	26	2,279	1,236	3,515	0	0	2,279	1,236	3,515
	3.2	Develop Volunteer Effectiveness Tracking Strategy	26	2,279	1,236	3,515	0	0	2,279	1,236	3,515
	3.3	Targeted Reach Expansion Strategies	25	3,551	0	3,551	0	0	3,551	0	3,551
4.	Project Management		58	\$7,123	\$1,236	\$8,359	\$0	\$0	\$7,123	\$1,236	\$8,359
	4.1	Project Management	58	7,123	1,236	8,359	0	0	7,123	1,236	8,359
5.	Reporting		36	\$5,342	\$0	\$5,342	\$0	\$0	\$5,342	\$0	\$5,342
	5.1	Ongoing Reporting	20	2,968	0	2,968	0	0	2,968	0	2,968
	5.2	Annual Report	16	2,374	0	2,374	0	0	2,374	0	2,374
6.	Online Multimedia Content Development		63	\$1,929	\$4,635	\$6,564	\$0	\$0	\$1,929	\$4,635	\$6,564
	6.1	Short Video Production Support	38	1,187	2,781	3,968	0	0	1,187	2,781	3,968
	6.2	Volunteer Audio Interview Production Support	25	742	1,854	2,596	0	0	742	1,854	2,596
TOTAL HOURS			883	402	481	883					
TOTAL COST				\$54,601	\$41,762	\$96,363	\$3,500	\$3,500	\$58,101	\$41,762	\$99,863

## 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.