

**AGREEMENT WITH
V.N. PRODUCTS, INC.
FOR
HOUSEHOLD HAZARDOUS WASTE BROCHURE
AND DIRECT MAIL PROJECT**

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and V.N. PRODUCTS, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Environmental Health Services; and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, shall print and direct mail a Household Hazardous Waste brochure and magnet to residents in San Mateo County. (See Schedule A.)

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED NINETEEN THOUSAND TWENTY DOLLARS AND EIGHTY EIGHT CENTS (\$119,020.88) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in Paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor

presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency 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 the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

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 pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am 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 Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him 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 himself or by any subcontractor or by anyone directly or indirectly employed by 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.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance\$1,000,000
- 3) Professional Liability\$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

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 the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II.

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

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

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

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

7. **Equal Benefits**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

8. **Assignments and Subcontracts**

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

9. **Amendment of Agreement**

This Agreement and accompanying schedules is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

10. **Records**

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

11. **Compliance with Applicable 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, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap 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.

12. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
San Mateo County Environmental Health
Attn: Susan Hiestand
455 County Center, 4th Floor
Redwood City, CA 94403

or to such person or address as County may, from time to time, furnish to Contractor.

- 2) In the case of Contractor, to:
V.N. Products, *INC* ✓
Attn: Neil E. Goldberger
55 Bonita Vista
Foothill Ranch, CA 92610

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from April 1, 2002 through August 30, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

V.N. Products, *INC* ✓

By: _____

By: *Neil E. Goldberger*

Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

Date: *2/6/02*

ATTEST:

By: _____

Clerk of Said Board

Date: _____

SCHEDULE A

SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments specified in Schedule B, Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement:

Contractor shall print a Household Hazardous Waste brochure and magnet as follows:

| | |
|-------------------------------|---|
| Brochure Size: | 9" x 20" |
| Bindery: | Fold to 9" x 4" and trim four sides |
| Paper: | White coated recycled 80 lb. cover weight |
| Magnet Size: | 3" x 4" |
| Quantity Magnets & Brochures: | 300,000 |
| Press Magnets & Brochures: | Four colors, two sides |
| Prep: | Formatted Macintosh file provided by Beverly Thames |
| Magnets: | Glued to brochures in designated location, brochure sealed for mailing. |

Contractor shall supply these items before going to press:

- A matchprint or other high quality proof of the artwork
- A sample of the paper to be used
- An unprinted sample cut to size and folded with the magnet attached to proof the weight and quality of the magnet

Contractor shall supply the following for mailing:

- Mailing list purchase (list will include an estimated 254,000 single and multi family dwellings in San Mateo County)
- Postage
- Mail sort

Contractor shall mail the brochure in four phases (listed below) to all multi and single-family dwellings in San Mateo County. The remainder of the brochures (approximately 46,000 pieces) shall be shipped to:

San Mateo County Environmental Health
Attention: Susan Hiestand
455 County Center, 4th Floor
Redwood City, CA 94063

| Phase | Mailing Date | Cities | Zip Codes |
|-------|----------------|---|--|
| I | April 12, 2002 | Daly City Colma Pacifica | 94014 94015 94044 |
| II | May 10, 2002 | San Bruno South San Francisco Brisbane Millbrae Coastside Portola Valley Woodside Redwood City | 94066 94080 94005 94030 94018 94019 94037 94038 94028 94062 94060 94061 94063 94065 |
| III | June 14, 2002 | San Mateo Foster City Hillsborough Burlingame | 94401 94402 94403 94404 94010 |
| IV | July 12, 2002 | Belmont San Carlos Menlo Park Atherton East Palo Alto La Honda Loma Mar San Gregorio | 94002 94070 94025 94027 94303 94020 94021 94074 |

COUNTY RESPONSIBILITIES (Designated County Agency - Health Services / Environmental Health Division):

County shall provide the following:

- Formatted Macintosh file provided by Beverly Thames
- A list of zip codes and mailing dates (provided above)

SCHEDULE B

AMOUNT AND METHOD OF PAYMENT

In full consideration of the work to be performed by the Contractor and subject to the provisions of Paragraph 2A of this agreement, County shall pay Contractor in the manner described below.

- Upon the completion of Phase I, contractor will submit an invoice for 50% of the cost of the project.
- Upon the completion of Phase II and Phase III, contractor will submit an invoice for 25% of the cost of the project.
- Upon the completion of Phase IV, contractor will submit an invoice for the remainder of the project cost.

Upon approval of invoices by Director of Environmental Health, County shall reimburse the Contractor for services provided.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: V.N. PRODUCTS, INC
Contact Person: NEIL E. GOLDBERGER
Address: 55 BONITA VISTA, FOOTHILL RANCH, CA 92610
Phone Number: 949-830-1007 Fax Number: 949-830-8007

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
No, the Contractor does not comply.
The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 6th day of FEB, 2002 at FOOTHILL RANCH, CALIFORNIA.
(City) (State)

Signature

NEIL E. GOLDBERGER
Name (Please Print)

PRESIDENT / CEO
Title

33-0907782
Contractor Tax Identification Number

REPORT OF INDEPENDENT CONTRACTOR(S)
See detailed instructions on reverse side. Please type or print.



05420700



SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):

| | | | | |
|--|----------------|-------------------------|---------------------|---------------------|
| DATE | FEDERAL ID NO. | CA EMPLOYER ACCOUNT NO. | SOCIAL SECURITY NO. | NO. OF FORMS NEEDED |
| | | | | |
| SERVICE-RECIPIENT NAME / BUSINESS NAME | | | CONTACT PERSON | |
| | | | | |
| ADDRESS | | | TELEPHONE NO. | |
| | | | | |
| CITY | | | STATE | ZIP |
| | | | | |

SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):

| | | | | |
|------------------------|--------------------|--------------------------|-----------------------------------|--|
| FIRST NAME | MI | LAST NAME | | |
| V | N | P R O D U C T S I N C | | |
| SOCIAL SECURITY NO. | STREET NO. | STREET NAME | UNIT / APT | |
| 33-09-07787 | 55 | BONITA VISTA | | |
| CITY | STATE | ZIP | | |
| FOOTHILL RANCH | CA | 92610 | | |
| START DATE OF CONTRACT | AMOUNT OF CONTRACT | CONTRACT EXPIRATION DATE | CHECK HERE IF CONTRACT IS ONGOING | |
| M M D D Y Y | | M M D D Y Y | <input type="checkbox"/> | |
| 04-01-02 | 119,020.88 | 08-30-02 | | |

| | | | | |
|------------------------|--------------------|--------------------------|-----------------------------------|--|
| FIRST NAME | MI | LAST NAME | | |
| | | | | |
| SOCIAL SECURITY NO. | STREET NO. | STREET NAME | UNIT / APT | |
| | | | | |
| CITY | STATE | ZIP | | |
| | | | | |
| START DATE OF CONTRACT | AMOUNT OF CONTRACT | CONTRACT EXPIRATION DATE | CHECK HERE IF CONTRACT IS ONGOING | |
| M M D D Y Y | | M M D D Y Y | <input type="checkbox"/> | |
| | | | | |

| | | | | |
|------------------------|--------------------|--------------------------|-----------------------------------|--|
| FIRST NAME | MI | LAST NAME | | |
| | | | | |
| SOCIAL SECURITY NO. | STREET NO. | STREET NAME | UNIT / APT | |
| | | | | |
| CITY | STATE | ZIP | | |
| | | | | |
| START DATE OF CONTRACT | AMOUNT OF CONTRACT | CONTRACT EXPIRATION DATE | CHECK HERE IF CONTRACT IS ONGOING | |
| M M D D Y Y | | M M D D Y Y | <input type="checkbox"/> | |
| | | | | |

