

Contract No. 25W4319

STANDARD SERVICES CONTRACT
(PREVAILING WAGE NO-BID)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and KBM OFFICE EQUIPMENT, INC. DBA KBM-HOGUE, hereinafter called CONTRACTOR. COUNTY and CONTRACTOR are each a “Party” to this Contract and are collectively the “Parties” to this Contract. The Parties agree as follows:

1. **DUTIES.** CONTRACTOR shall perform the following duties: furniture selection, procurement and installation of workstations for the County of Santa Cruz Human Services Department. These duties are described in further detail in Attachment A, “Scope of Services”, which is attached hereto and incorporated herein by reference.

2. **COMPENSATION.** COUNTY agrees to pay, and CONTRACTOR agrees to receive, compensation for the performance of its services under this Contract as follows: payment not to exceed \$417,227.36, as set forth in further detail in Attachment B, “Terms of Payment”.

If the duties described in paragraph 1 include the creation, construction, alteration, repair or improvement of any public structure, building, road or other improvement of any kind and the total compensation payable under this Contract will exceed \$5000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

3. **TERM.** The term of this Contract shall be: April 1, 2025 through June 30, 2026. If this Contract is placed on the COUNTY’s Continuing Agreement List before the Contract term expires, the Parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **TERMINATION.**

A. **Termination for Cause.** COUNTY may, in its sole discretion, immediately terminate this Contract if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. **Termination Without Cause.** COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.

C. **Termination Due to Insufficient Funding.** COUNTY’s obligations under this Contract are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Contract shall be terminated. COUNTY shall provide CONTRACTOR at least seven (7) calendar days advance written notice of its intent to terminate this Contract due to insufficient funding.

D. **Compensation Upon Termination.** In the event this Contract is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by CONTRACTOR.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Paragraphs 5 and 6 shall include, without limitation, its officers, officials, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, expenses (including attorneys' fees and costs), fines, penalties, and liabilities of any kind or nature which COUNTY, CONTRACTOR, or any third party may sustain as a result of, arising out of, or in any manner connected with CONTRACTOR's performance or failure to comply with or perform under the terms of this Contract, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees, and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

COUNTY may conduct or participate in its own defense without affecting CONTRACTOR's obligation to indemnify and hold harmless or defend COUNTY.

Acceptance of the insurance required by this Contract shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

This Paragraph 5 shall survive the termination or expiration of this Contract.

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage and non-contributory as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR's insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract.

A. **Types of Insurance and Minimum Limits**

(i) Workers' Compensation Insurance in the minimum statutorily required coverage amounts.

(ii) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

(iii) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$2,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(iv) Professional Liability Insurance in the minimum amount of \$_____ combined single limit.

(v) Cyber liability insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of CONTRACTOR. "Cyber Risks" include but are not limited to (1) security breach; (2) data breach; (3) system failure; (4) data recovery; (5) failure to timely disclose data breach or security breach; (6) failure to comply with privacy policy; (7) business interruption; (8) cyber extortion; (9) invasion of privacy violations, including release of private information; (10) information theft; (11) release of private information; (12) payment card liabilities and costs; (13) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (14) damage to or destruction or alteration of electronic information; (15) extortion related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; (16) fraudulent instruction; (17) funds transfer fraud; (18) telephone fraud; (19) network security; (20) data breach response costs, including security breach response costs; (21) regulatory fines and penalties related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; and (22) credit monitoring expenses.

B. Other Insurance Provisions

(i) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written in Paragraph 3 of this Contract, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(ii) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as

ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(iii) All required policies shall be endorsed to contain the following clause:
“This insurance shall not be canceled until after thirty (30) calendar days’ prior written notice (10 calendar days for nonpayment of premium) has been given to:

**County of Santa Cruz
Human Services Department
Attn: Centralized Contracts Unit
1040 Emeline Ave
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) calendar days’ notice (10 calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Contract.

(iv) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**County of Santa Cruz
Human Services Department
Attn: Centralized Contracts Unit
1040 Emeline Ave
Santa Cruz, CA 95060**

(v) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

i. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

ii. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with COUNTY.

iii. CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(i) and 7B(ii) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. **INDEPENDENT CONTRACTOR.** CONTRACTOR and COUNTY agree that in performing its obligations under this Contract, CONTRACTOR, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Because of its status as an independent contractor, CONTRACTOR has no right to employment rights or benefits available to COUNTY employees. CONTRACTOR is solely responsible for providing to its own employees all employee benefits required by law. CONTRACTOR shall save COUNTY harmless from all matters relating to the payment of CONTRACTOR's employees, including all payroll related taxes. COUNTY has no right to control, supervise, or direct the manner or method of CONTRACTOR's performance under this Contract, but COUNTY may verify that CONTRACTOR is performing according to the terms of this Contract.

9. **NOTICES.**

A. **Contact Information.** The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

For COUNTY:
Centralized Contracts Unit
Human Services Department
1040 Emeline Ave
Santa Cruz, CA 95060
HSDCCU@santacruzcountycalifornia.gov

For CONTRACTOR:
CEO
KBM OFFICE EQUIPMENT INC,
DBA KBM-HOGUE
225 W Santa Clara Street, Suite 1550
San Jose, CA 95113
Mark.dailey@kbm-hogue.com

B. **Change of Contact Information.** Either Party may change the information in Paragraph 9.A by giving notice as provided in Paragraph 9.C.

C. Method of Delivery. Each notice between COUNTY and CONTRACTOR provided for or permitted under this Contract must be in writing, state that it is a notice provided under this Contract, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

(i) A notice delivered by personal service is effective upon service to the recipient.

(ii) A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(iii) A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(iv) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.

10. NONASSIGNMENT. CONTRACTOR shall not assign this Contract without the prior written consent of COUNTY.

11. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONTRACTOR.

12. INSPECTIONS, AUDITS, AND PUBLIC RECORDS.

A. Inspection of Documents. CONTRACTOR shall make available to COUNTY, and COUNTY may examine at any time during business hours and as often as COUNTY deems reasonably necessary, all of CONTRACTOR's records and data with respect to the matters covered by this Contract, excluding attorney-client privileged communications. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data to ensure CONTRACTOR's compliance with the terms of this Contract.

B. Retention and Audit of Records. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either, for a period of five (5) years after final payment under this Contract.

C. Public Records. COUNTY is not limited in any manner with respect to its public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY. COUNTY's public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY may include but is not limited to the following:

i. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose this Contract to the public or such governmental agency.

ii. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that CONTRACTOR may provide to COUNTY, unless such disclosure is prohibited by court order.

iii. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) (“CPRA”).

iv. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as information concerning the conduct of the people’s business of the State of California under Article 1, section 3, subdivision (b) of the California Constitution.

v. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that CONTRACTOR may provide to COUNTY shall be disregarded and have no effect on COUNTY’s right or duty to disclose to the public or governmental agency any such record or data.

D. Public Records Act Requests. CONTRACTOR shall cooperate with COUNTY with respect to any COUNTY demand for requested records.

i. If COUNTY receives a written or oral request under the CPRA to publicly disclose any record that is in CONTRACTOR’s possession or control, and which COUNTY has a right, under any provision of this Contract or applicable law, to possess or control, then COUNTY may demand, in writing, that CONTRACTOR deliver to COUNTY, for purposes of public disclosure, the requested records that may be in the possession or control of CONTRACTOR. Within five (5) COUNTY business days after COUNTY’s demand, CONTRACTOR shall (a) deliver to COUNTY all of the requested records that are in CONTRACTOR’s possession or control, together with a written statement that CONTRACTOR, after conducting a diligent search, has produced all requested records that are in CONTRACTOR’s possession or control, or (b) provide to COUNTY a written statement that CONTRACTOR, after conducting a diligent search, does not possess or control any of the requested records.

ii. If CONTRACTOR wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to COUNTY and assert the exemption by citation to specific legal authority within the written statement that it provides to COUNTY under this section. CONTRACTOR’s assertion of any exemption from disclosure is not binding on COUNTY, but COUNTY will give at least ten (10) calendar days’ advance written notice to CONTRACTOR before disclosing any record subject to CONTRACTOR’s assertion of exemption from disclosure.

iii. CONTRACTOR shall indemnify COUNTY for any court-ordered award of costs or attorney’s fees under the CPRA that results from CONTRACTOR’s delay, claim of exemption, failure to produce any such records, or failure to cooperate with COUNTY with respect to any COUNTY demand for any such records.

iv. This provision shall not prohibit CONTRACTOR from seeking a protective order to prevent the disclosure of records CONTRACTOR has deemed or marked as confidential or restricted or proprietary.

E. This Paragraph 12 shall survive the termination or expiration of this Contract.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. **ATTACHMENTS.** CONTRACTOR shall comply with the requirements of the following attachments to this Contract, each of which is incorporated herein by reference:

- Attachment A, "Scope of Services"
- Attachment B, "Terms of Payment"
- Attachment C, "HSD Additional Requirements"
- Attachment D, "Floor Plan"
- Attachment E, "Data Privacy and Security Confidentiality Agreement"

Unless explicitly stated in an attachment, the language in the body of this Contract controls should a conflict arise between the language in the body of this Contract and any attachment to this Contract.

15. **PREVAILING WAGE.** This Contract is subject to the Prevailing Wage provisions and provisions relating to certified payroll records and apprenticeship as specified in California Labor Code section 1720 et seq., Title 8 of the California Code of Regulations section 16000 et. seq., and Department of Industrial Relations regulations. There shall be paid to each worker of CONTRACTOR, or any of their subcontractors engaged in work on the project, not less than the prevailing wage rate as determined by the Department of Industrial Relations regardless of any contractual relationship that may be alleged to exist between CONTRACTOR or subcontractor of such worker. Holiday and overtime work, when permitted by law, shall be paid at a rate of at least one and one-half (1 ½) times the above specified rate of per diem wages, unless otherwise specified. Non-compliance during the term of this Contract will be considered a material breach and may result in termination of this Contract or pursuit of other legal or administrative remedies. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold COUNTY harmless against any claims, or demands, or liability arising from failure to comply with all applicable requirements under the Prevailing Wage provisions and related requirements.

16. **LICENSE, REGISTRATION, AND CSLB NOTICE.**

A. **License & Registration.** CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, obtain and maintain throughout the term of this Contract any licenses, certifications, and accreditations which are legally required for CONTRACTOR to practice its profession at the time the services are performed. CONTRACTOR shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Non-compliance during the term of this Contract will be considered a material breach and may result in termination of this Contract or pursuit of other legal or administrative remedies.

B. **REQUIRED CONTRACTORS STATE LICENSE BOARD NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

17. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all Parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$200,000, this Contract is not binding on any Party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. **GENERAL TERMS.**

A. **Compliance with Laws.** CONTRACTOR shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Contract,

including but not limited to workers compensation, labor, and confidentiality laws and regulations. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Contract. CONTRACTOR bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such violation, as referenced in Paragraph 5 of this Contract.

B. Standard of Practice. CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

C. Prior Acts Ratified. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Contract are hereby ratified.

D. Modification. This Contract may not be modified, and no waiver is effective, except by written agreement signed by both Parties. CONTRACTOR acknowledges that COUNTY employees have no authority to modify this Contract except as expressly provided in this Contract.

E. Non-Liability of County Officers, Officials, Employees, Agents, Volunteers. No officer, official, employee, agent, or volunteer of COUNTY shall be personally liable to CONTRACTOR in the event of any default or breach by COUNTY.

F. Governing Law. The laws of the State of California govern all matters arising from or related to this Contract.

G. Jurisdiction and Venue. This Contract is signed and performed in Santa Cruz County, California. CONTRACTOR consents to California jurisdiction for actions arising from or related to this Contract, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.

H. Construction. The final form of this Contract is the result of the Parties' combined efforts. If anything in this Contract is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Contract against either Party.

I. Headings. The headings and paragraph titles in this Contract are for convenience only and are not part of this Contract.

J. Severability. If anything in this Contract is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Contract remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Contract with lawful and enforceable terms intended to accomplish the Parties' original intent.

K. No Waiver. Payment, waiver, or discharge by COUNTY of any liability or obligation of CONTRACTOR under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any other occasion.

L. No Third-Party Beneficiaries. This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

M. Force Majeure. Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of

such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

N. Authorized Signature. CONTRACTOR represents and warrants to COUNTY that:

i. CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Contract.

ii. The individual signing this Contract on behalf of CONTRACTOR is duly authorized to do so and their signature on this Contract legally binds CONTRACTOR to the terms of this Contract.

O. Integrated Contract. This Contract, including its attachments, is the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.

P. Counterpart Execution. This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

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[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE PAGE

Contract No. 25W4319

STANDARD SERVICES CONTRACT

IN WITNESS WHEREOF, the Parties hereto agree to the terms set forth above.

2. KBM OFFICE EQUIPMENT, INC.

4. COUNTY OF SANTA CRUZ

DocuSigned by:
DBA KBM-HOGUE
Mark Dailey 5/2/2025
By: 2A9DE9652C354DD...
SIGNED

DocuSigned by:
Randy Morris 5/6/2025
By: D1FB87500084B1...
SIGNED

Mark Dailey
PRINTED

Randy Morris
PRINTED
Approved by Division Director DS *td* 5/6/2025

Company Name: K B M - H O U G E

Address: 2 2 5 W e s t S a n t a C l a r a S t
Ste 1550

Telephone: 4 0 8 - 3 5 1 - 7 1 0 0

Fax: _____

Email: mark.dailey@kbm-hogue.com

1. APPROVED AS TO FORM

Signed by:
Arthur G. Wille 5/1/2025
FD318C222C994D0...
Office of the County Counsel

3. APPROVED AS TO INSURANCE

Signed by:
Gina Borasi 5/2/2025
E4EADC5BA53B4DB...
Risk Management

DISTRIBUTION:

- Human Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- *KBM OFFICE EQUIPMENT, INC. DBA KBM-HOGUE*

KBM HOGUE

225 West Santa Clara St., Ste 1550, San Jose, CA 95113
 (408) 351-7100

DS
 4/29/2025

Proposal Number	89997
Date	04/10/2025
Customer PO Number	
Customer Name	County of Santa Cruz
KBM-Hogue Representative	Marena Brown; marena.brown@kbm-hogue.com
Project Number	48232
Terms	NET 30 DAYS

Proposal

Bill To:

ATTN: Damon Adlao-PM Capital Project
 Phone: 831-201-3275
 Email: damon.adlao@santacruzcounty.us
 County of Santa Cruz
 General Services Department
 701 Ocean Street, Room 330
 Santa Cruz, CA 95060

Install At:

ATTN: Micki Coca Buss
 Phone: 831.454.7505
 Email: micki.cocabuss@santacruzcounty.us
 County of Santa Cruz - Human Services Dept (HSD)
 1020 Emeline Ave
 Santa Cruz, CA 95060

Prepared for : Micki Coca Buss

COSCz 1020 Emeline Refresh HSD

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	OMNIA PARTNERS PLEASE NOTE: Pricing is provided under terms of the OMNIA purchasing agreement, a pre-bid, pre-negotiated contract #2020000608.	0.00	0.00
2	31.00 Each	ACC-WM-MT34-G Mesh Cable Trough, 34", Gray Mark Line For: 4 PH1	105.00	3,255.00
3	62.00 Each	JIBE-1SDA-CCG---S Jibe Single Articulating Arm - Desk Base OPTION: -S:Silver Mark Line For: PH1	137.50	8,525.00
4	26.00 Each	305205.36.57.06 Ashley Duo A & C InLine, Clamp mount unit with 2 Power, (1) 2.4A reversible USB-A and (1) 60W USB-C Power Delivery ports, includes under mounted add-on unit with 6 convenience outlets, White plastic face with Silver metal trim, 3' - 10' cords with molded plug Mark Line For: PH1	287.12	7,465.12
5	5.00 Each	305205.36.57.35 Ashley Duo A & C InLine, Clamp mount unit with 2 Power, (1) 2.4A reversible USB-A and (1) 60W USB-C Power Delivery ports, includes under mounted add-on unit with 6 convenience outlets, White plastic face with Silver metal trim, 3' - 16' cords with molded plug Mark Line For: PH1	296.73	1,483.65
6	15.00 Each	YPSB2660FRR--(W884)-W8842ARR-(W884)-W8842ARR-98T-98T Screen, Desk, Fabric, 26X60, Railroaded OPTION: (W884):INSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: (W884):OUTSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: 98T:FRAME- Studio White (CP) OPTION: 98T:BRACKET- Studio White (CP) Mark Line For: 4 PH1	545.58	8,183.70
7	1.00 Each	YPSB2672FRR--(W884)-W8842ARR-(W884)-W8842ARR-98T-98T Desk Screen, for 49" high horizon, partial modesty, 72W 1-1/4D 26H, fabric is railroaded OPTION: (W884):INSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: (W884):OUTSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: 98T:FRAME- Studio White (CP) OPTION: 98T:BRACKET- Studio White (CP)	593.78	593.78

Line	Quantity	Description	Unit Price	Extended Amount
8	2.00 Each	Mark Line For: 4 PH1 AHHSM72--(CORE)-139 Modesty, Half Height Suspended, 69-1/2Wx12H, for 72W Worksurface OPTION: (CORE):Core Laminate OPTION: 139:LAM- Light Ash (CP) Mark Line For: PH1	205.70	411.40
9	31.00 Each	D1R4224G--(CORE)-139-(CORE)-139 Worksurface, Rectangular, 42Wx24D, with grommet OPTION: (CORE):Core Laminates OPTION: 139:LAM- Light Ash (CP) OPTION: (CORE):Core Edgebands OPTION: 139:EDGE- Light Ash (CP) Mark Line For: 5 PH1	154.35	4,784.85
10	25.00 Each	D1R6030N--(CORE)-139-(CORE)-139 Worksurface, Rectangular, 60Wx30D, no grommet OPTION: (CORE):Core Laminates OPTION: 139:LAM- Light Ash (CP) OPTION: (CORE):Core Edgebands OPTION: 139:EDGE- Light Ash (CP) Mark Line For: 5 PH1	244.44	6,111.00
11	6.00 Each	D1R7230N--(CORE)-139-(CORE)-139 Worksurface, Rectangular, 72Wx30D, no grommet OPTION: (CORE):Core Laminates OPTION: 139:LAM- Light Ash (CP) OPTION: (CORE):Core Edgebands OPTION: 139:EDGE- Light Ash (CP) Mark Line For: 5 PH1	279.72	1,678.32
12	6.00 Each	DB1WR54--NA Stiffening Strap, 54W OPTION: NA:PAINT- Black Mark Line For: 5 PH1	33.39	200.34
13	31.00 Each	DD5EU24--(CORE S)-98 End Unit Support, 14-7/8Wx24D OPTION: (CORE S):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) Mark Line For: 5 PH1	206.96	6,415.76
14	31.00 Each	DD5SCU12--(CORE S)-98 Corner Unit (Component), 6-9/ 16Wx12-9/16Dx26-7/8H OPTION: (CORE S):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) Mark Line For: 5 PH1	176.72	5,478.32
15	31.00 Each	58-AS4EX54-72-F30---PS--W-- Ascent 4 EX, 2 Leg Base, 30"Flat Feet, For 58-63"W Wksf, C9 Compliant OPTION: -PS:Programmable Switch OPTION: -W:White OPTION: ~:No Selection Mark Line For: PH1	580.50	17,995.50
16	31.00 Each	2DSPM520BFNL--(CORE)-98-SB-8J-KA Series 2 Mobile Pedestal, Recessed Pull, 15Wx20D, Box/File, No Handle, Locking OPTION: (CORE):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) OPTION: SB:Full Extension Drawer Slides OPTION: 8J:Pencil tray in box drawer, 2 file converters in file drawer OPTION: KA:LOCK- Keyed alike Mark Line For: 6 PH1	375.80	11,649.80
17	31.00 Each	2DSPM520FFNL--(CORE)-98-SB-NN-KA Series 2 Mobile Pedestal, Recessed Pull, 15Wx20D, File/File, No Handle, Locking OPTION: (CORE):Smooth Core Paints	388.08	12,030.48

Line	Quantity	Description	Unit Price	Extended Amount
		OPTION: 98:PAINT- Studio White (CP) OPTION: SB:Full Extension Drawer Slides OPTION: NN:None OPTION: KA:LOCK- Keyed alike Mark Line For: 6 PH1		
18	31.00 Each	KSPEC2 Set of 2 Cores/Keys (Black) Mark Line For: PH1	0.00	0.00
19	38.00 Each	ACC-WM-MT34-G Mesh Cable Trough, 34", Gray Mark Line For: 4 PH2	105.00	3,990.00
20	76.00 Each	JIBE-1SDA-CCG---S Jibe Single Articulating Arm - Desk Base OPTION: -S:Silver Mark Line For: PH2	137.50	10,450.00
21	38.00 Each	305205.36.57.06 Ashley Duo A & C InLine, Clamp mount unit with 2 Power, (1) 2.4A reversible USB-A and (1) 60W USB-C Power Delivery ports, includes under mounted add-on unit with 6 convenience outlets, White plastic face with Silver metal trim, 3' - 10' cords with molded plug Mark Line For: PH2	287.12	10,910.56
22	6.00 Each	YPSE2130FRR--(W884)-W8842ARR-(W884)-W8842ARR-98T-98T Screen, End, Fabric, 21X30, Railroaded OPTION: (W884):INSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: (W884):OUTSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: 98T:FRAME- Studio White (CP) OPTION: 98T:BRACKET- Studio White (CP) Mark Line For: 4 PH2	390.29	2,341.74
23	7.00 Each	YPSB2660FRR--(W884)-W8842ARR-(W884)-W8842ARR-98T-98T Screen, Desk, Fabric, 26X60, Railroaded OPTION: (W884):INSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: (W884):OUTSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: 98T:FRAME- Studio White (CP) OPTION: 98T:BRACKET- Studio White (CP) Mark Line For: 4 PH2	545.58	3,819.06
24	9.00 Each	YPSB2672FRR--(W884)-W8842ARR-(W884)-W8842ARR-98T-98T Desk Screen, for 49" high horizon, partial modesty, 72W 1-1/4D 26H, fabric is railroaded OPTION: (W884):INSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: (W884):OUTSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: 98T:FRAME- Studio White (CP) OPTION: 98T:BRACKET- Studio White (CP) Mark Line For: 4 PH2	593.78	5,344.02
25	38.00 Each	D1R4224G--(CORE)-139-(CORE)-139 Worksurface, Rectangular, 42Wx24D, with grommet OPTION: (CORE):Core Laminates OPTION: 139:LAM- Light Ash (CP) OPTION: (CORE):Core Edgebands OPTION: 139:EDGE- Light Ash (CP) Mark Line For: 5 PH2	154.35	5,865.30
26	19.00 Each	D1R6030N--(CORE)-139-(CORE)-139 Worksurface, Rectangular, 60Wx30D, no grommet OPTION: (CORE):Core Laminates OPTION: 139:LAM- Light Ash (CP)	244.44	4,644.36

Line	Quantity	Description	Unit Price	Extended Amount
		OPTION: (CORE):Core Edgebands OPTION: 139:EDGE- Light Ash (CP) Mark Line For: 5 PH2		
27	19.00 Each	D1R7230N--(CORE)-139-(CORE)-139 Worksurface, Rectangular, 72Wx30D, no grommet OPTION: (CORE):Core Laminates OPTION: 139:LAM- Light Ash (CP) OPTION: (CORE):Core Edgebands OPTION: 139:EDGE- Light Ash (CP) Mark Line For: 5 PH2	279.72	5,314.68
28	19.00 Each	DB1WR54--NA Stiffening Strap, 54W OPTION: NA:PAINT- Black Mark Line For: 5 PH2	33.39	634.41
29	38.00 Each	DD5EU24--(CORE S)-98 End Unit Support, 14-7/8Wx24D OPTION: (CORE S):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) Mark Line For: 5 PH2	206.96	7,864.48
30	38.00 Each	DD5SCU12--(CORE S)-98 Corner Unit (Component), 6-9/ 16Wx12-9/16Dx26-7/8H OPTION: (CORE S):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) Mark Line For: 5 PH2	176.72	6,715.36
31	38.00 Each	58-AS4EX54-72-F30---PS--W~ Ascent 4 EX, 2 Leg Base, 30"Flat Feet, For 58-63"W Wksf, C9 Compliant OPTION: -PS:Programmable Switch OPTION: -W:White OPTION: ~:No Selection Mark Line For: PH2	580.50	22,059.00
32	38.00 Each	2DSPM520BFNL--(CORE)-98-SB-8J-KA Series 2 Mobile Pedestal, Recessed Pull, 15Wx20D, Box/File, No Handle, Locking OPTION: (CORE):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) OPTION: SB:Full Extension Drawer Slides OPTION: 8J:Pencil tray in box drawer, 2 file converters in file drawer OPTION: KA:LOCK- Keyed alike Mark Line For: 6 PH2	375.80	14,280.40
33	38.00 Each	2DSPM520FFNL--(CORE)-98-SB-NN-KA Series 2 Mobile Pedestal, Recessed Pull, 15Wx20D, File/File, No Handle, Locking OPTION: (CORE):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) OPTION: SB:Full Extension Drawer Slides OPTION: NN:None OPTION: KA:LOCK- Keyed alike Mark Line For: 6 PH2	388.08	14,747.04
34	38.00 Each	KSPEC2 Set of 2 Cores/Keys (Black) Mark Line For: PH2	0.00	0.00
35	29.00 Each	ACC-WM-MT34-G Mesh Cable Trough, 34", Gray Mark Line For: 4 PH3	105.00	3,045.00
36	58.00 Each	JIBE-1SDA-CCG---S Jibe Single Articulating Arm - Desk Base OPTION: -S:Silver Mark Line For: PH3	137.50	7,975.00
37	29.00 Each	305205.36.57.06	287.12	8,326.48

Line	Quantity	Description	Unit Price	Extended Amount
		Ashley Duo A & C InLine, Clamp mount unit with 2 Power, (1) 2.4A reversible USB-A and (1) 60W USB-C Power Delivery ports, includes under mounted add-on unit with 6 convenience outlets, White plastic face with Silver metal trim, 3' - 10' cords with molded plug Mark Line For: PH3		
38	1.00 Each	AHSM72--(CORE)-139 Modesty, Half Height Suspended, 69-1/2Wx12H, for 72W Worksurface OPTION: (CORE):Core Laminate OPTION: 139:LAM- Light Ash (CP) Mark Line For: PH3	205.70	205.70
39	12.00 Each	YPSB2660FRR--(W884)-W8842ARR-(W884)-W8842ARR-98T-98T Screen, Desk, Fabric, 26X60, Railroaded OPTION: (W884):INSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: (W884):OUTSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: 98T:FRAME- Studio White (CP) OPTION: 98T:BRACKET- Studio White (CP) Mark Line For: 4 PH3	545.58	6,546.96
40	4.00 Each	YPSB2672FRR--(W884)-W8842ARR-(W884)-W8842ARR-98T-98T Desk Screen, for 49" high horizon, partial modesty, 72W 1-1/4D 26H, fabric is railroaded OPTION: (W884):INSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: (W884):OUTSIDE- Reflect (Gr20) OPTION: W8842ARR:COL- Titanium OPTION: 98T:FRAME- Studio White (CP) OPTION: 98T:BRACKET- Studio White (CP) Mark Line For: 4 PH3	593.78	2,375.12
41	29.00 Each	D1R4224G--(CORE)-139-(CORE)-139 Worksurface, Rectangular, 42Wx24D, with grommet OPTION: (CORE):Core Laminates OPTION: 139:LAM- Light Ash (CP) OPTION: (CORE):Core Edgebands OPTION: 139:EDGE- Light Ash (CP) Mark Line For: 5 PH3	154.35	4,476.15
42	19.00 Each	D1R6030N--(CORE)-139-(CORE)-139 Worksurface, Rectangular, 60Wx30D, no grommet OPTION: (CORE):Core Laminates OPTION: 139:LAM- Light Ash (CP) OPTION: (CORE):Core Edgebands OPTION: 139:EDGE- Light Ash (CP) Mark Line For: 5 PH3	244.44	4,644.36
43	10.00 Each	D1R7230N--(CORE)-139-(CORE)-139 Worksurface, Rectangular, 72Wx30D, no grommet OPTION: (CORE):Core Laminates OPTION: 139:LAM- Light Ash (CP) OPTION: (CORE):Core Edgebands OPTION: 139:EDGE- Light Ash (CP) Mark Line For: 5 PH3	279.72	2,797.20
44	10.00 Each	DB1WR54--NA Stiffening Strap, 54W OPTION: NA:PAINT- Black Mark Line For: 5 PH3	33.39	333.90
45	29.00 Each	DD5EU24--(CORE S)-98 End Unit Support, 14-7/8Wx24D OPTION: (CORE S):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) Mark Line For: 5 PH3	206.96	6,001.84

Line	Quantity	Description	Unit Price	Extended Amount
46	29.00 Each	DD5SCU12--(CORE S)-98 Corner Unit (Component), 6-9/ 16Wx12-9/16Dx26-7/8H OPTION: (CORE S):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) Mark Line For: 5 PH3	176.72	5,124.88
47	29.00 Each	58-AS4EX54-72-F30---PS--W-~ Ascent 4 EX, 2 Leg Base, 30"Flat Feet, For 58-63"W Wksf, C9 Compliant OPTION: -PS:Programmable Switch OPTION: -W:White OPTION: ~:No Selection Mark Line For: PH3	580.50	16,834.50
48	29.00 Each	2DSPM520BFNL--(CORE)-98-SB-8J-KA Series 2 Mobile Pedestal, Recessed Pull, 15Wx20D, Box/File, No Handle, Locking OPTION: (CORE):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) OPTION: SB:Full Extension Drawer Slides OPTION: 8J:Pencil tray in box drawer, 2 file converters in file drawer OPTION: KA:LOCK- Keyed alike Mark Line For: 6 PH3	375.80	10,898.20
49	29.00 Each	2DSPM520FFNL--(CORE)-98-SB-NN-KA Series 2 Mobile Pedestal, Recessed Pull, 15Wx20D, File/File, No Handle, Locking OPTION: (CORE):Smooth Core Paints OPTION: 98:PAINT- Studio White (CP) OPTION: SB:Full Extension Drawer Slides OPTION: NN:None OPTION: KA:LOCK- Keyed alike Mark Line For: 6 PH3	388.08	11,254.32
50	29.00 Each	KSPEC2 Set of 2 Cores/Keys (Black) Mark Line For: PH3	0.00	0.00
51	1.00 Each	KCHANGE Change Key	14.40	14.40
52	1.00 Each	SURCHARGE Material Surcharge for products containing USB circuit boards	2,114.36	2,114.36
53	40.00 Hours	DESIGN KBM-Hogue Design Specification and Installation Drawings	100.00	4,000.00
54	48.00 Hours	PM KBM-Project Management Services	100.00	4,800.00
55	1.00 Each	FABRICATION Labor to receive, deliver and install during normal business hours. To be completed in 3 phases. Includes Certified Payroll and 2 months storage. Excludes existing furniture teardown/removal.	63,150.78	63,150.78

Order Sub-Total : \$380,161.58
 Sales Tax 9.75% : 37,065.78
Total Order : \$417,227.36

Please sign and date below or provide a signed purchase order to indicate acceptance and we will process your order.

Important Notice Regarding Potential Tariffs and Additional Costs

Please note that the pricing outlined in this proposal is based on the current tariff structure. If additional tariffs are introduced or extended before the shipment of the products, this may result in increased costs. In such cases, these additional charges will be passed along to our clients to ensure alignment with the updated tariff regulations.

We value transparency and are committed to keeping you informed throughout the process. Should any changes arise, we will notify you promptly and provide a detailed breakdown of the impact on costs.

Disclaimers:

General: Items in this proposal are subject to change based on availability. The product is not committed until a 50% deposit has been received, if required. If items become unavailable, the client will be notified and presented with the next best alternative for consideration and approval.

Retail: Items designated as retail are not built to commercial specifications and are not typically covered by warranty. Retail items are subject to availability at time of order placement.

Imports: If an item is imported it may be subject to tariffs, customs and brokerage fees.

Used: If an item is used no warranty is given or implied unless otherwise noted. Used product is limited to stock on hand.

Notice:

As many states are in the process of reopening, the world's supply chains continue to be impacted by raw material shortages and freight delays. Your account team will work closely with our manufacturers to confirm lead times and prepare your orders promptly. While we strive for on-time deliveries, we are at the mercy of suppliers and freight carriers. If your order is impacted, we will update you and start to build a plan to mitigate the impact the best we can. Thank you for your business and partnership during these times.

DocuSigned by:
 Signature Micki Coca Buss Date 4/15/2025
8E0FC33614F94C9...
 Signed by (Print Name) Micki Coca Buss Title Administrative Services Manager

ACH/WIRE Instructions	To Pay Via Check Remit To:	To Pay Via Credit Card
For your protection and ours, please contact our Finance team for banking details. ar@kbm-hogue.com (408) 351-7118	KBM-Hogue 225 West Santa Clara Street, Suite 1550 San Jose, CA 95113	https://kbm-hogue-securepayment.com/ <i>Note: A 3% Processing fee is applicable for credit card payments</i>
Please reference proposal or invoice number		

KBM OFFICE EQUIPMENT, INC. DBA KBM-HOGUE

I. BUDGET

- A. Payment not- to exceed \$417,227.36 will be made upon COUNTY's receipt and approval of a monthly invoice showing the services provided in the previous month satisfied the requirements of the Scope of Services.

II. INVOICES

- A. CONTRACTOR shall provide monthly invoices, along with any required backup documentation, examples of which are specified below, using an invoice template and/or web-based database created or approved by COUNTY, documenting services costs based on paragraph I. BUDGET.
 - 1. CONTRACTOR shall provide additional documentation to validate specified charges on invoices (e.g., receipts, statements) within three (3) days of request from COUNTY.
- B. Monthly invoices shall be submitted via email to COUNTY authorized staff at HSDCCU@santacruzcountyca.gov within thirty (30) calendar days following the end of the month in which the services were provided, with the exception of year-end invoices for May and June.
- C. CONTRACTOR shall submit May and June invoices, **representative of actual costs incurred to date** as reflected in paragraph 2. COMPENSATION of this Contract, for the applicable fiscal years by 5 p.m. on the second calendar Friday of June of that fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.
- D. CONTRACTOR shall submit final June invoice, **representative of actual costs incurred to date** as reflected in paragraph 2. COMPENSATION of this Contract, for the applicable fiscal years by 5 p.m. on the second calendar Friday of July following the close of that fiscal year. This date is subject to change. COUNTY will provide notice of any changes thirty (30) calendar days prior to the effective date of the change.

KBM OFFICE EQUIPMENT, INC. DBA KBM-HOGUE

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT
ADDITIONAL REQUIREMENTS

I. NOTIFICATION OF CHANGES IN SERVICE

- A. CONTRACTOR shall notify COUNTY of any interruptions, challenges, or failure to complete services as described in Attachment A, Scope of Services.
- B. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded fully or in part by this Contract (e.g., executive director, manager of contracted program, direct service staff), CONTRACTOR shall report changes to the COUNTY within ten (10) business days of occurrence.
- C. CONTRACTOR may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination.
- D. CONTRACTOR shall notify COUNTY within 24 hours upon discovery of any incident that arises in the provision of services including, but not limited to: breaches of confidentiality, workplace safety or health hazards, involvement of law enforcement and/or emergency responders, participants at risk of early project termination due to health and/or safety concerns, and participants at risk of eviction.
 - 1. CONTRACTOR shall establish procedures for the investigation of such incidents and shall cooperate with any investigation COUNTY may wish to conduct.
 - 2. Attachment E, Data Privacy and Security Confidentiality Agreement includes additional restrictions regarding breaches of confidentiality, and supersedes this paragraph I., D. as it relates to PII.

II. INSTRUCTION: CONTRACTOR shall provide Attachment A, Scope of Services to all of its employees who conduct activities under this Contract, so that CONTRACTOR staff clearly understand expected activities per this Contract. CONTRACTOR shall train any new employees who work in any capacities related to the provisions of this Contract, in the requirements of this Contract.

III. SUBCONTRACTORS:

- A. CONTRACTOR shall be solely responsible for monitoring services provided by any subcontractor(s) and compensating subcontractors from the funds described in Attachment B, Terms of Payment. Failure to provide payment to subcontractors for agreed upon services to referred participants may be cause for Corrective Action, as described in paragraph IV, below.
- B. CONTRACTOR shall ensure that any subcontractor complies with COUNTY requirements as outlined in this Contract.
 - 1. If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract.

KBM OFFICE EQUIPMENT, INC. DBA KBM-HOGUE

IV. CORRECTIVE ACTION: CONTRACTOR shall perform the agreed upon services detailed in Attachment A, Scope of Services, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed therein. CONTRACTOR's failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these Contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to participate in a Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the Contract (see Standard Services Contract, section 4, Termination).

V. FEDERAL/STATE/LOCAL FUNDING:

- A. CONTRACTOR certifies that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
- B. Termination Due to Insufficient Funding: COUNTY's obligations under this Contract are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Contract shall be terminated. COUNTY shall provide CONTRACTOR at least seven (7) calendar days advance written notice of its intent to terminate this Contract due to insufficient funding.
- C. Compensation Upon Termination. In the event this Contract is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by CONTRACTOR.

VI. NOTICES:

- A. Contact Information. The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

For COUNTY:

Centralized Contracts Unit
Human Services Department
1040 Emeline Avenue
Santa Cruz, CA 95060
HSDCCU@santacruzcountyca.gov

For CONTRACTOR:

CEO
KBM OFFICE EQUIPMENT INC,
DBA KBM-HOGUE
225 W Santa Clara Street, Suite
1550 San Jose, CA 95113
Mark.dailey@kbm-hogue.com]

- B. Change of Contact Information. COUNTY or CONTRACTOR may change the above information by giving notice as follows:
1. Each notice between COUNTY and CONTRACTOR provided for or permitted under this Contract must be in writing via email to the contact listed above and any other COUNTY-identified staff impacted by the Notice, state that it is a "formal notice" provided under this Contract, and include sufficient detail to make clear the objective of the notice.

KBM OFFICE EQUIPMENT, INC. DBA KBM-HOGUE

VII. PUBLICITY AND OUTREACH:

- A. CONTRACTOR shall obtain COUNTY approval prior to use of any project marketing materials indicated as a deliverable to or requirement of this Contract.
- B. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all marketing materials related to this Contract, including but not limited to flyers, brochures, written success stories, social media posts, and website information, and will obtain these directly from COUNTY authorized staff for approved uses.
- C. As a recipient of government funding, CONTRACTOR shall ensure that electronic documents and websites at minimum comply with the Americans with Disabilities Act (ADA)¹ requirements, and will make reasonable efforts to improve accessibility whenever possible.

VIII. MEDIA INQUIRIES: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this Contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-588-0692 or Adam.Spickler@santacruzcountyca.gov. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this Contract, the CONTRACTOR shall also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.

IX. ARTIFICIAL INTELLIGENCE (AI): CONTRACTORS who utilize generative AI tools or platforms in the process of providing services outlined within this Contract must comply with the County of Santa Cruz Artificial Intelligence Appropriate Use Policy.

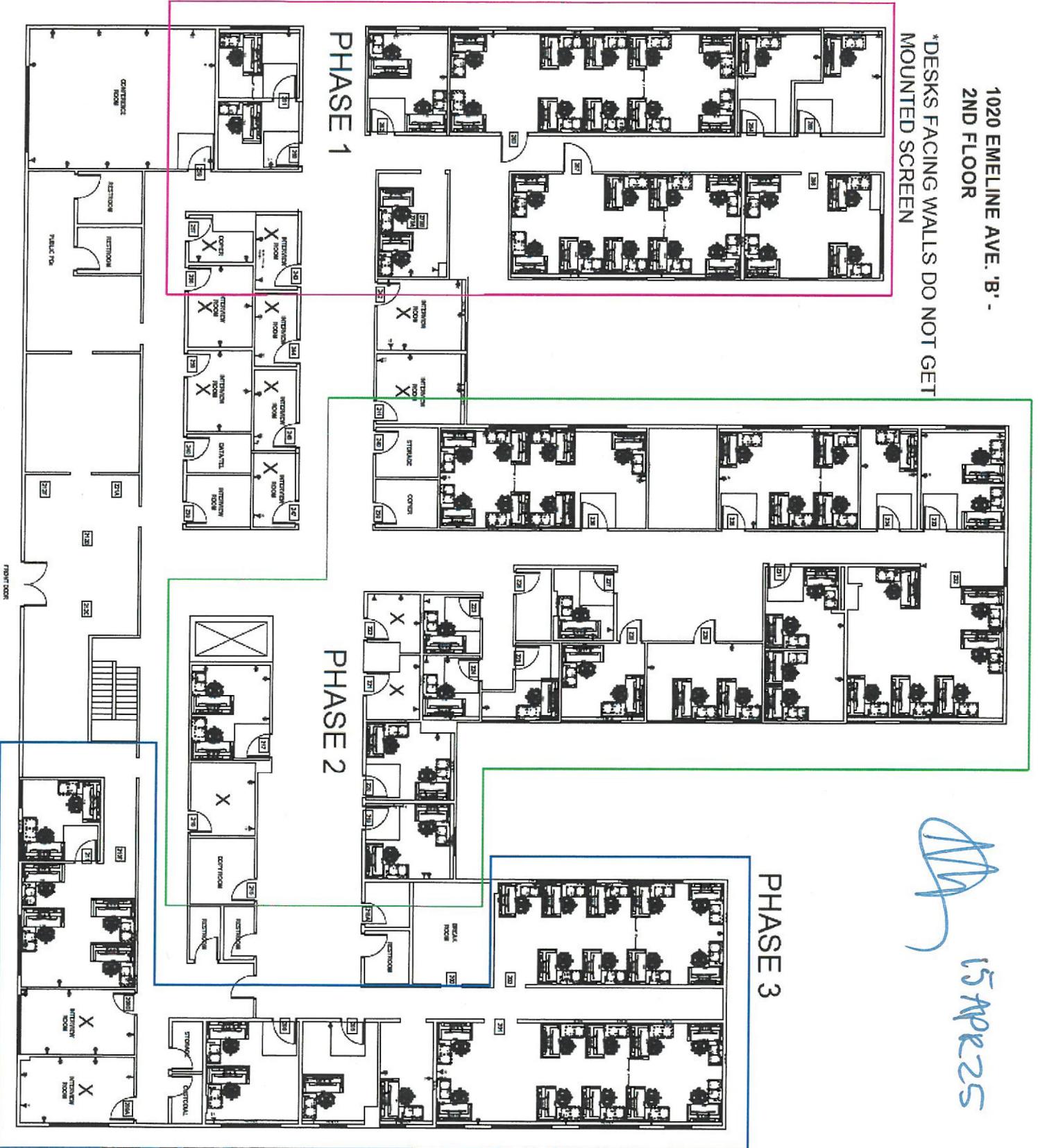
- A. Available online at “2023/09/19 09:00 AM Board of Supervisors Regular Meeting - Web Outline - Santa Cruz County, CA” referenced as item #19 or DOC-2023-769 Artificial Intelligence Appropriate Use Policy.

X. PUBLIC RECORDS ACT REQUESTS: CONTRACTOR shall cooperate with COUNTY with respect to any COUNTY demand for requested records.

¹ <https://www.ada.gov/>

1020 EMELINE AVE. 'B' -
2ND FLOOR

*DESKS FACING WALLS DO NOT GET
MOUNTED SCREEN



COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT
DATA PRIVACY AND SECURITY CONFIDENTIALITY AGREEMENT

“CONTRACTOR”: KBM OFFICE EQUIPMENT, INC. DBA KBM-HOGUE

1. PREAMBLE

Contractor, its employees, subcontractors, representatives, volunteers and agents (hereinafter collectively referred to as CONTRACTOR), is involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (COUNTY), and may have access to confidential data and personally identifiable information (PII) pertaining to persons and/or entities receiving services from the COUNTY (PARTICIPANT CLIENT). The COUNTY has a legal obligation to protect all such PII in its possession, with special consideration for PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that all PII shall be protected by CONTRACTOR.

Additionally, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or other vendors doing business with the COUNTY. As a condition of the attached agreement, CONTRACTOR agrees to these terms as well as adherence to Welfare and Institutions Code section 14100.2; Code of Federal Regulations section 431.300, section 45 Parts 160 & 164; Sections 453 and 1137 of the Social Security Act, and any other State and Federal regulations that also require confidentiality and privacy of client information, as applicable.

2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained while performing services outlined in this agreement that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes but is not limited to any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, biometric record, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.
- b. “Confidential Materials” includes:
 - i. All financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY, whether hard copy or electronic data; and
 - ii. All COUNTY proprietary information including but not limited to design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created, or provided to or by CONTRACTOR; and
 - iii. Any other proprietary information supplied to CONTRACTOR.
- c. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference to an information system which processes PII that is under the control of the COUNTY or the CONTRACTOR.
- d. “Secure environment” means any area where services are administered or where PII is used, disclosed, or stored in hard copy or electronic format.
- e. “Breach” refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other

than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

3. AGREEMENTS

- a. CONTRACTOR shall not to divulge to any unauthorized person, company, or organization any PII obtained while performing work pursuant to the attached agreement without the prior written consent of the PARTICIPANT CLIENT and/or COUNTY. **Unauthorized disclosure is a violation of County policy and a violation of law**, including, but not limited to Welfare & Institutions Code §10850.
- b. CONTRACTOR shall forward all requests received for the release of PII to COUNTY.
- c. CONTRACTOR shall maintain and protect Confidential Materials and PII against disclosure.
 - i. CONTRACTOR shall limit access and use of any PII to “business need” solely for the purpose of administering the program supported by this attached agreement.
 - ii. CONTRACTOR may not copy, modify, or delete any data unless CONTRACTOR receives prior written approval from HSD. CONTRACTOR shall not make or store printed or media copies of information unless there is a legitimate business need to do so. Copies shall be destroyed as soon as they are no longer needed.
 - iii. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion or termination of the attached contract.
 - iv. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials shall survive until the PII and Confidential Materials are destroyed or returned to COUNTY.
- d. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request.

4. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all individuals or entities involved in the services under this agreement and exhibit of the requirements concerning confidentiality in the handling of PII, including specifically that **Unauthorized disclosure is a violation of County policy and a violation of law**, including but not limited to Welfare & Institutions Code §10850, and can result in criminal prosecution up to and including incarceration and monetary fines.
- b. Unauthorized disclosure may result in termination of the attached agreement, civil and/or criminal action, or legal redress.
- c. CONTRACTOR individuals or entities involved in the services under this must perform the following security measures annually:
 - i. Complete an online training course regarding privacy and security to be provided by COUNTY, within thirty (30) days of provision to CONTRACTOR;
 - ii. Sign individual confidentiality statements provided by COUNTY and submit to COUNTY, within thirty (30) days of provision to CONTRACTOR;

- iii. Conduct other activities related to assurance of information security, if directed by COUNTY.
- d. COUNTY will immediately terminate access to any COUNTY secure environment for CONTRACTOR or CONTRACTOR individuals/entities found to have unauthorized use of those environments.

5. PHYSICAL AND TECHNICAL SECURITY

- a. CONTRACTOR shall maintain, use and store all PII and information gathered pertaining to program PARTICIPANT CLIENTS in a secure environment.
- b. CONTRACTOR shall use secure systems to access, store, process and transmit PII, including industry standard encryption when necessary or appropriate.

6. MONITORING

In addition to audit of records, CONTRACTOR acknowledges that COUNTY and/or the state or federal government shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities conducted by CONTRACTOR which are associated with this agreement.

7. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

- a. CONTRACTOR shall implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, to be reviewed by COUNTY.
- b. CONTRACTOR shall report immediately to COUNTY Contracting Unit¹ and Security Compliance Officer² any actual or suspected Breach or Security Incident discovered by CONTRACTOR of its own secure environment or secure environment of any other person, company, or organization of which it becomes aware. Notice shall include all information known at the time and be made:
 - i. **Immediately upon discovery** of a suspected Security Incident that involves PII provided to CONTRACTOR by the COUNTY; and/or
 - ii. **In all cases within one working day of discovery.**

DocuSigned by:

 2A9DE9652C354DD...
 Signature
 Mark Dailey
 Name

5/2/2025
 Date
 CEO
 Title

¹ hsdccu@santacruzcountyca.gov
² InformationSecurityOfficer@santacruzcountyca.gov or (831)454-4840

Certificate Of Completion

Envelope Id: 21FB3DB8-D1B1-4848-A08A-41B9CF7B7DEC
Subject: Complete with Docusign: 25W4319 KBM-Hogue - BOS Meeting 6/10/2025.pdf
Source Envelope:
Document Pages: 26
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
HSD CCU
701 Ocean Street
Santa Cruz, CA 95060
hsdccu@santacruzcountyca.gov
IP Address: 10.103.81.137

Record Tracking

Status: Original 4/29/2025 12:07:07 PM	Holder: HSD CCU hsdccu@santacruzcountyca.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: Docusign

Signer Events

Irene Romero-Reyes
irene.romero-reyes@santacruzcountyca.gov
County of Santa Cruz
Security Level: Email, Account Authentication (None)

Signature


Signature Adoption: Pre-selected Style
Using IP Address: 63.194.190.100

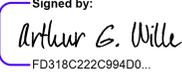
Timestamp

Sent: 4/29/2025 12:14:38 PM
Viewed: 4/29/2025 12:18:19 PM
Signed: 4/29/2025 12:19:00 PM

Electronic Record and Signature Disclosure:

Accepted: 7/8/2022 11:15:23 AM
ID: e7095033-9ec8-4a03-89e1-cd6c9179c1ba

Arthur G. Wille
arthur.wille@santacruzcountyca.gov
County of Santa Cruz
Assistant County Counsel
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 75.194.160.49

Sent: 4/29/2025 12:19:02 PM
Viewed: 5/1/2025 8:30:37 AM
Signed: 5/1/2025 8:35:30 AM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2025 8:30:37 AM
ID: 4be94e83-da3a-4ec7-9f8c-3989691e7a43

Gina Borasi
Gina.Borasi@santacruzcountyca.gov
Risk Manager
County of Santa Cruz
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 12.217.66.10

Sent: 5/1/2025 8:35:31 AM
Viewed: 5/2/2025 5:12:40 PM
Signed: 5/2/2025 5:13:08 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM
ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Mark Dailey
Mark.dailey@kbm-hogue.com
President & CEO
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 107.208.14.32

Sent: 5/2/2025 5:13:09 PM
Viewed: 5/2/2025 6:44:57 PM
Signed: 5/2/2025 6:46:43 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 5/2/2025 6:44:57 PM ID: 4c2e53a4-1cae-4bc1-a087-a8a5c0c3eff1 Trish Daniels Trish.Daniels@santacruzcountyca.gov Director of Admin Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 63.194.190.100	Sent: 5/2/2025 6:46:45 PM Viewed: 5/6/2025 8:11:33 AM Signed: 5/6/2025 8:12:00 AM
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Electronic Record and Signature Disclosure:

Accepted: 8/19/2024 10:34:25 AM ID: f6fdeb6e-f733-402d-a8b9-5be733122a0d Randy Morris Randy.Morris@santacruzcountyca.gov Director County of Santa Cruz Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 63.194.190.100	Sent: 5/6/2025 8:12:02 AM Viewed: 5/6/2025 8:32:10 AM Signed: 5/6/2025 8:32:25 AM
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Electronic Record and Signature Disclosure:

Accepted: 6/28/2024 5:36:24 PM ID: ad38cd27-0fe0-48dc-9c44-141ab3b72fbe
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/29/2025 12:14:38 PM
Certified Delivered	Security Checked	5/6/2025 8:32:10 AM
Signing Complete	Security Checked	5/6/2025 8:32:25 AM
Completed	Security Checked	5/6/2025 8:32:25 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.