

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CUESTA LA HONDA GUILD FOR CONSTRUCTION OF IMPROVEMENTS ON THE PRIVATELY MAINTAINED PORTION OF ESCONDIDO DRIVE

This Agreement is entered into this _____, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and Cuesta La Honda Guild, hereinafter called "Guild."

* * *

Whereas, pursuant to Resolution No. 069071 approved by the County Board of Supervisors on October 30, 2007, the County appropriated funds for the purpose of constructing improvements on the privately maintained portion of Escondido Drive in La Honda; and

Whereas, the Guild warrants it is the sole fee owner of the properties with APNs 083-080-310 and 083-080-300, both of which underly the privately maintained portion of Escondido Drive that is a subject of Resolution No. 069071; and

Whereas, the Guild warrants it has all rights and responsibilities necessary to cause the privately maintained portion of Escondido Drive to be improved; and

Whereas, such improvements have not been constructed by County, and Guild has not received any funds to cause such improvements to be constructed; and

Whereas, the County agrees to disburse funds to the Guild to complete the said construction of improvements on the privately maintained portion of Escondido Drive pursuant to the terms set forth in this Agreement.

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

1. Exhibits and Attachments

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

- Exhibit A—Description of Services
- Exhibit B—Payment Terms

2. Description and Funding

County hereby agrees to disburse funds to the Guild, in a lump sum not to exceed amount of Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Guild agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out the construction.

Funds specified under this Agreement shall not be disbursed until execution of this Agreement by the County and the Guild. The funds shall be disbursed to support the construction of improvements on the privately maintained portion of Escondido Drive.

3. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 23, 2026 to June 22, 2029. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future reimbursements.

Guild shall complete all work described in Exhibit A prior to the expiration of this Agreement. Upon its completion of the work in accordance with the terms of this Agreement, the Guild shall submit notice in writing to the County's Director of Public Works, certifying the same. Upon acknowledgement of the completion of work, in writing, by the County's Director of Public Works, this Agreement shall terminate and Guild agrees that County's obligations under Section 2 of Resolution No. 069071 will be complete.

After receiving payment from the County, in the event that the Guild does not complete the work described in Exhibit A prior to the expiration of this Agreement, the full amount disbursed to the Guild under the terms of this Agreement shall be due and payable within 30 days to the County of San Mateo.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Guild within a reasonable time after County learns of said unavailability of funding.

County may suspend and/or terminate this Agreement if Guild fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future reimbursements and/or require Guild to return some or all funds reimbursed under this Agreement.

4. Relationship of Parties

Notwithstanding any publicity or other references to the County required to be made in connection with the services as set forth in Exhibit A, Guild understands and agrees that the services performed under this Agreement are not performed by Guild as an independent contractor of the County or as an employee of County and that neither Guild nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Guild acknowledges and agrees that it is not, and will not hold itself out as an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties.

5. Hold Harmless

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

- (A) injuries to or death of any person, including Guild or its employees/officers/agents/volunteers;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Guild's failure to comply with any applicable federal, state, or local laws or regulations; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Guild's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

6. Insurance

a. General Requirements

Prior to its receipt of any funds pursuant to this Agreement, Guild shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County's Risk Management, and Guild shall use diligence to obtain such insurance and to obtain such approval. Guild shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Guild's coverage to include the contractual liability assumed by Guild pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Guild shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Guild certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing or continuing the performance of work for which it would receive the funds.

c. Liability Insurance

Guild shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Guild and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Guild's operations under this Agreement, whether such operations be by Guild, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend any further payment pursuant to this Agreement.

7. Compliance With Laws

All services to be performed by Guild in connection with the Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or

municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement. In connection with the Agreement, Guild bears responsibility to obtain, at Guild's expense, any license, permit, or approval required from any agency.

8. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

The Guild certifies that no finding of discrimination has been issued in the past 365 days against the Guild by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against the Guild within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, The Guild shall provide County

with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

The Guild shall report to the County the filing by any person in any court 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 of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Guild shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations

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

- i. termination of this Agreement;
- ii. disqualification of the Guild from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to the Guild under this Agreement or any other agreement between the Guild and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, the Guild certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

i. Levine Act Compliance

The Guild certifies and warrants that the Guild has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, Guild Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

9. Compliance with County Employee Jury Service Ordinance

The Guild shall comply with Chapter 2.85 of the County's Ordinance Code, which states that the Guild shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Guild, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with the Guild or that the Guild may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, the Guild certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if the Guild has no employees in San Mateo County, it is sufficient for the Guild to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, the Guild certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, the Guild shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); The Guild acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

10. Retention of Records; Right to Monitor and Audit

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

(b) The Guild shall comply with all services and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

11. Merger Clause; Amendments

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the services, and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties concerning the services that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights, and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be

venued either in the San Mateo County Superior Court or in the United States Guild Court for the Northern Guild of California.

13. Subcontracting

If the Guild decides to sub-contract the services as set forth in Exhibit A, reasonable efforts shall be made to solicit the services from all potential providers. Formal or Informal solicitations shall be sent to a sufficient number of potential providers to ensure that at least three quotes or proposals are received unless a waiver of competitive requirements is otherwise requested. If three quotes or proposals are not received, the solicitation record must detail the efforts made to obtain at least three quotes or proposals. Pursuant to the competitive solicitation, the sub-contract shall be awarded to the provider that is deemed to provide the best overall value for the services.

14. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

<p>In the case of County, to:</p> <p>County of San Mateo Public Works Tory A. Newman, Director 555 County Center, 5th Floor Redwood City, CA 94063 Email: tnewman@smcgov.org Phone: (650) 363-4100</p>	<p>In the case of Guild, to:</p> <p>Cuesta La Honda Guild Terry Mahoney, President 120 Scenic Dr., Box 518 La Honda, CA 94020 Email:tmahoney22@gmail.com Phone: (650) 747-0361</p>
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15. Electronic Signature

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

Exhibit A

The County and Guild agree that the funds shall only be used to further the goals of the following services as described below:

The Guild shall perform construction of improvements on the privately maintained portion of Escondido Drive prior to the expiration of this Agreement. The improvements shall be constructed in a manner to meet or exceed the existing service level of the roadway, subject to compliance with all applicable legal requirements and restrictions. The Guild shall apply for and pay fees for all permits required by local, state or federal law.

Exhibit B

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

In no event shall the County's total obligation under this Agreement exceed \$250,000.00 (Two Hundred and Fifty Thousand Dollars and Zero Cents). County shall issue a one-time lump sum payment of the full amount to the Guild upon the execution of this Agreement.

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

For Contractor: CUESTA LA HONDA GUILD

DocuSigned by:
Terry Mahoney
3AADD7ACEDD840C...

5/26/2026

Terry Mahoney

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO San Mateo County - Public Works (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 Carahsoft OBO San Mateo County - Public Works:

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: wwwong@smcgov.org

To advise Carahsoft OBO San Mateo County - Public Works 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 wwwong@smcgov.org 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 Carahsoft OBO San Mateo County - Public Works

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 wwwong@smcgov.org 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 Carahsoft OBO San Mateo County - Public Works

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 wwwong@smc.gov 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 Carahsoft OBO San Mateo County - Public Works 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 Carahsoft OBO San Mateo County - Public Works during the course of your relationship with Carahsoft OBO San Mateo County - Public Works.