AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PACIFIC COAST TELEVISION FOR PUBLIC, EDUCATION, AND GOVERNMENTAL ACCESS TELEVISION SERVICES

THIS AGREEMENT, entered into this 10th day of June 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PACIFIC COAST TELEVISION, hereinafter called "Contractor";

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Public, Education, and Governmental (PEG) access provider within the service territory defined in this Agreement; and

WHEREAS, the County is the franchising authority for the cable television distribution system serving said portion of the unincorporated area of San Mateo County; and

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C – Equipment List

Exhibit D – Schedule of Fees

Attachment I – §504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A." Through the term of this Agreement, the Contractor shall act as the non-profit entity designated by the County to receive funds to carry out PEG access programming on the cable operator's system, and to perform the PEG access functions defined in this Agreement. The Contractor is designated as the PEG access provider within the following service area during the term of this contract: the unincorporated area of the San Mateo County coastside including, but not limited to, Montara, Moss Beach, El Granada, Princeton, La Honda, and Pescadero. This service area shall hereafter be referred to as the "County coastside area".

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2023 through June 30, 2028.

With or without cause, Contractor may terminate this Agreement by providing no less than one year's written notice to County and County may terminate this Agreement by providing no less than ninety days' written notice to Contractor. In addition, this Agreement may be terminated with or without cause upon mutual agreement of the parties. The Director of Public Works or their designee is authorized on behalf of the County to effectuate any termination set forth in this paragraph. Subject to availability of funding, Contractor shall be entitled to receive any applicable pro-rata payment.

5. Lack of Cable Provider

The County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits if there ceases to be a cable operator in the service area, by providing written notice to Contractor as soon as County receives notice of the unavailability of a cable provider.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. <u>Insurance</u>

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) <u>Liability Insurance</u>

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a)	Comprehensive General Liability	\$1,000,000
(b)	Motor Vehicle Liability Insurance	\$1,000,000
(c)	Professional 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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

- A. Section 504 applies only to Contractor who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination*. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions*. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

- iii) liquidated damages of \$2,500 per violation;
- 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

- E. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

- (a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- (c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United Sates mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Director of Public Works County of San Mateo 555 County Center, 5th Floor Redwood City, CA 94063 Fax (650) 361-8220

In the case of Contractor, to:

Executive Director Pacific Coast Television 580 Crespi Drive, #E Pacifica, CA 94044 Fax (650) 355-6467

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

17. Electronic Signature

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

SIGNATURE PAGE TO FOLLOW

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

For Contractor: Pacific Coast Television

Martin anaya 9815134D510242D	6/3/2025	Martin Anaya
Contractor Signature	Date	Contractor Name (please print)
For County:		
		ATTEST:
		By:
President, Board of Supervisors,	Date	Clerk of Said Board
County of San Mateo		

Exhibit A

I. GOVERNING STRUCTURE AND KEY PERSONNEL

A. Governing Structure

- 1. <u>Board of Directors.</u> Contractor's Board shall be responsible for the oversight of services performed under this Agreement.
- 2. Membership of the <u>Board of Directors</u>. The Contractor shall have at least two (2) Members of the Board of Directors that are a residents from the County coastside area.
- 3. <u>Meetings of the Board of Directors.</u> Contractor's Board shall hold regular meetings either in the City of Pacifica or within the unincorporated coastside area of the County or the City of Half Moon Bay. Such meetings shall be noticed on Contractor's website and open to the public. The Board shall allow for public comment at the meetings.

B. Contractor's Key Personnel

- 1. Roles and responsibilities. It is understood that over time, specific positions and their roles and responsibilities may change. In the event that any of the below positions is substantially modified or there is a change in the personnel holding such positions, Contractor will notify County prior to making this change. County shall have the right to object to any changes that materially alter the roles and responsibilities of the position. Contractor agrees to cooperate in good faith to address and resolve any such objection of County. In the event County has bona fide and legitimate complaints regarding the performance of any such personnel, Contractor agrees to cooperate in good faith with County in addressing and resolving such concerns.
- 2. <u>Listing of key personnel</u>. The key personnel and their respective job descriptions in regard to the services to be performed under this Agreement are:
 - a) <u>Executive Director</u> The Executive Director shall act as a community liaison and work with government and community organizations directly. The Executive Director shall be responsible for organizing meetings, communications, and prioritization of programming with public officials and community groups.

- b) <u>Production Manager</u> –The Production Manager shall be responsible for training and equipping local residents to use technology, teaching computer classes, supporting all studio operations, and overseeing recordation of live events.
- c) Program Coordinator The Program Coordinator shall maintain the Contractor's website, update the playback schedule and schedule of classes and workshops and advertisement of Contractor's programs and events in other forms of local media. The Program Coordinator is also responsible for ensuring that all programming is available for viewing 24 hours a day, 7 days a week on the channel as well as on the Contractor's website.
- d) <u>Volunteers and Interns</u> Contractor shall actively seek and utilize volunteers and interns from the community to assist with government meetings, public access and educational programming.

II. OFFICE, EQUIPMENT, AND FACILITIES

- A. Office, Studio, Media Lab, Editing Facilities, and Pod-Casting Studios.

 Contractor shall continue to maintain an office, studio, pod-casting facilities, editing facilities, and media lab either at its present location in Pacifica or some other location within the coastside area of the County.
 - 1. Office Hours. Contractor shall maintain the following office hours: Monday through Friday from 1:00pm 6:00pm. Contractor shall publicize its office hours and location on its website and on Channel 27 in the County coastside area.
 - 2. Notification of Changes. Contractor shall provide the County with 60-day notification in writing of changes to the office or studio locations or office hours.
- B. <u>Equipment</u>. Any equipment listed in Exhibit C or otherwise required for the performance of services under this Agreement that Contractor does not own may be purchased with funds received pursuant to this Agreement.
 - 1. <u>Duty to maintain</u>. Contractor shall provide regular maintenance and repair of all equipment necessary to perform the services under this Agreement.
 - 2. <u>Equipment at termination of Agreement</u>. Upon the termination of this Agreement, any such equipment or facilities purchased with funds received pursuant to this Agreement shall become the property of the

County.

3. Equipment upon dissolution of Contractor. Contractor shall, upon its dissolution and subject to the approval of the County, transfer all of its assets funded pursuant to this Agreement for equipment and facilities and the proceeds, if any, to the County, or at the County's option, to such entity or entities designated by the County to manage access, provided that any such entity or entities shall at the time of transfer qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

III. PROGRAMING, OPERATION, AND REPORTING

- A. <u>Broadcasting</u>. Contractor shall ensure that it is able to broadcast all programming set forth in this Agreement commencing upon the effective date of the Agreement. Contractor shall maintain a simultaneous webstream of all content broadcast over Channel 27. Contractor shall provide live broadcasting from Contractor's studio, the Ted Adcock Center in Half Moon Bay, the Granada Community Services District in El Granada and other locations as necessary. Contractor shall provide live broadcasting and webstreaming from Contractor's studio.
- C. <u>Programming Schedule</u>. Contractor shall maintain a programming schedule that incorporates the programming pursuant to the Agreement. The programming schedule shall also include priority, timeslots, and frequency, including playback information, and frequency of County versus Pacifica specific programming. The program schedule shall include sufficient detail to quantify the broadcast time that will be made available for each of the Public, Education, and Governmental access components of PEG Access. The program schedules shall be available on the Contractor's website and message board.
- D. <u>Playback of PEG Access Programming</u>. Upon execution of this Agreement, Contractor shall submit to the County for approval polices regarding playback, programming retention, web availability, programming availability on DVDs, and priority, frequency, and availability of community, educational, and government programs. The policy shall indicate specifically what is available to County coastside residents either through Channel 27 or the Internet. This policy can be amended from time to time with prior County approval. Contractor shall playback any programming submitted provided that Contractor consistently over time and between submissions determines the following:
 - 1. The program does not contain a commercial message.
 - 2. The program meets a minimum standard of production quality.

- 3. The program does not contain depictions of sex, nudity or violence that would be deemed in violation of Federal Communications Commission television broadcast regulations. Any programs that contain profanity must be shown after 10 p.m.
- E. <u>Special Needs Groups</u>. Programming shall address special needs groups, including but not limited to the hearing impaired.
- F. <u>Copyrights and Distribution Rights.</u> Before Contractor cablecasts video transmissions, Contractor shall require each person submitting, or responsible for submitting, material for cablecasting (a "Community Producer") to agree, in writing, as follows:
 - 1. Each Community Producer shall obtain the rights to all materials that are cablecast and all clearances from broadcast stations, networks, sponsors, music licensing organizations, and without limiting the foregoing, any and all other persons as may be necessary to transmit the Community Producer's program material over Contractor's access channel; and
 - 2. Each Community Producer shall indemnify and hold harmless Contractor and the County, and their officers, agents, employees and volunteers from and against any and all claims, demands, or causes of action, including, without limitation, all liabilities, losses and damages, arising out of or resulting from the use or cablecasting of the Community Producer's materials over the Contractor's channel.
 - 3. Contractor shall maintain for the term of the applicable statute of limitations copies of all Community Producer agreements required by this Agreement, and shall make such Community Producer agreements available for County inspection on reasonable notice from the County.
 - 4. Contractor shall own the copyright of any programs, which it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) who produces said programming.
 - 5. Contractor shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channel whose use is authorized by this Agreement. This paragraph shall not be interpreted to restrict other distribution (beyond distribution on the channel authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in Contractor's policies and procedures and with applicable law with the intent of providing a shared copyright.

- 6. Contractor shall provide access to the PEG access channel to eligible users regardless of their viewpoint, subject to FCC rules and regulations and other applicable laws. Neither the County, the Cable Companies, nor Contractor shall have the authority to control the content of programming placed on the public access channel so long as such programming is lawful and is consistent with Contractor's playback policies. Nothing in this Agreement shall be interpreted or construed to prevent Contractor, the County, or a Cable Company from producing or sponsoring programming, underwriting programming, or engaging in activities designed to promote the production of certain types of programming or use by targeted groups, consistent with applicable laws and rules governing the use of PEG channels. Contractor may promulgate and enforce policies and procedures that are designed to promote the local use of the channel and make the programming accessible to the viewing public, consistent with such appropriate time, manner, and place regulations that provide for and promote the use of PEG Facilities and Channels.
- G. <u>Message Board and website</u>. Contractor shall broadcast messages that may include multiple pages, color graphics, and photos on Channel 27 and maintain a website that will provide, at a minimum, the following information in a timely and relevant manner:
 - 1. Important emergency related information
 - 2. Upcoming events sponsored by local governmental and non-profit organizations
 - 3. Local non-profit organization announcements
 - 4. Comprehensive coastside community calendar of events as provided by the community
 - 5. Timely announcement of potential delays in traffic on major thoroughfares with the County coastside area caused by road work, special events, or emergencies as available through news aggregators
 - 6. Upcoming public meetings of local agencies within the coastal area
 - 7. Upcoming Contractor Board meetings and ability to provide input on PEG programming
 - 8. Contractor's website will carry both 24/7 live channel feed and Video on Demand of important programs (ie. Board of Supervisors meetings, agency meetings, government meetings, etc.)
 - 9. Contractor will maintain a YouTube channel to catalog important community programs that are of particular interest to communities served by the Contractor.
- H. <u>Social Media Hub/Website</u>. Contractor shall maintain a social media hub/website to enable Community Producers to upload videos to the Contractor from their personal computers, communicate with Contractor and each other via video in real time to promote their programs and activities, currently referred to as "21st"

Century Town square". Contractor shall utilize this social media hub/website to advertise its services and programs.

IV. OPERATION OF THE PUBLIC ACCESS PORTION OF PEG T.V.

- A. <u>Access to the Channel</u>. Contractor shall operate and manage the public access portion of the channel for public and community access non-commercial community programming purposes for the County coastside area, including the primary purpose of administering, coordinating, and assisting requests by the community for use of the public access channel.
 - 1. Required Hours of Community Based Programming. Contractor shall provide access as described in its Programming Schedule for community based programming through the use of staff, volunteers, and interns who have received adequate training from Contractor. Contractor shall work with and train residents to create community produced programming of value to the community.
 - 2. Types of Community Based Programming. Contractor shall provide access to Community Producers to record and broadcast community based events within the County coastside area such as, but not limited to: high school athletic events, high school non-athletic events, senior events, local interest group events, business community events, volunteer and non-profit agency or organization events, or community specific special events.
 - 3. <u>Community Partnership</u>. Contractor shall develop community partnerships with community-based organizations and media alliances to increase the public's understanding of its ability to work with and avail the public access services of Contractor.
 - 4. "<u>Friends of PCT</u>". Contractor shall work to create a strong presence with individuals on the coast through an existing program entitled "Friends of PCT". This program strives to engage area businesses to support Contractor through offering discounts to residents who are members of the "Friends of PCT".
- B. Access to Equipment, Facilities, Studio, Pod-Cast studios, wireless broadcasts, and Media Lab. Contractor shall provide access to the use of the equipment, facilities, studio, media lab, and services for non-commercial programming purposes, whether individuals, groups, or organizations pursuant to Contractor's operating policies. Prior to allowing such access, Contractor may require such public users to satisfactorily complete training classes taught by Contractor. Contractor shall provide adequate access to equipment for residents within the County coastside area. Contractor shall develop a plan to determine access needs,

- frequency, and access locations to ensure that residents within the County coastside area are provided adequate access to equipment. Contractor shall, where signals allow, broadcast wireless and remote live TV programming.
- C. <u>Training and workshops</u>. Contractor shall provide periodic training and workshops to equip and enable community residents to facilitate their own productions and create their shows.
 - 1. <u>Types of Workshops and Training</u>. Contractor's workshops and trainings shall include, but not be limited to: camera operations, remote production, floor director, audio operations, computer graphics, computers use and Internet use, including podcast, radio and social media. Contractor shall include additional workshops as appropriate, based on community interest, and as technology evolves. Contractor may charge a fee to the participants of the trainings and workshops.
 - 2. <u>Frequency and Advertisement of Workshops and Training</u>. Workshops shall generally occur on a recurring monthly basis and as consistent with community interest. Contractor shall maintain a calendar of events and workshops available to the public on their website and Channel 27.
- D. <u>Annual Plan for Community Based and Public Access Programming</u>. Contractor shall provide the County with a plan for public access programming annually as a part of the required annual reporting. The plan shall include access to equipment for County coastside residents.

V. OPERATION OF THE EDUCATIONAL AND CULTURAL PROGRAMMING PORTION OF PEG T.V.

- A. Required Hours of Educational and Cultural Programming. Contractor shall provide access as described in its Programming Schedule for educational programming through the use of staff, volunteers, and interns who have received adequate training from Contractor. Contractor shall work with and train residents to create educational programming of value to the community.
- B. Types of Educational Programming. Contractor shall provide access as described in its Programming Schedule for educational programming that is relevant to the coastside community. These topics may include, but not be limited to: gardening/agriculture, senior-focused educational programs, business community, parks, volunteer or non-profit agencies/organizations, water conservation, resource conservation, exercise programs, emergency preparedness, educational videos produced or supplied by local government entities, and educational videos produces or supplied by local non-profit organizations.

- C. <u>Types of Cultural Programming</u>. Contractor shall provide the following type of culturally relevant programming, examples listed below. If existing grant money to support such programming no longer exists or the value of the programming has been diminished, the Contractor shall replace such programs with other cultural programming.
 - 1. "Bilingual Whales of Tales", an afterschool reading program for children produced in partnership with the San Mateo County library system. The program is designed to immerse them in Spanish and English languages through story to improve language skills and increase cultural understanding.
 - 2. The Mayor's Office A program presented by the mayor of Pacifica to introduce audiences to people in and out of government who are helping our San Mateo communities thrive through public service.
 - 3. What's Hot Pacifica/Half Moon Bay Two separate shows that provide a guided tour of cultural, entertainment and natural amenities that make sure coast-side a wonderful place to live and work. The program is created by high school and college interns.
 - 4. "Footprints of Pacifica", a program produced in cooperation with the Pacifica Historical Society, featuring the history of Pacifica. Contractor shall work to expand this type of programming to document the history of the County coastside areas.
 - 5. Be The Change, programming and educational opportunities for youth within the County coastside area. Examples of such programming include, but are not limited to, the production of show and media site designed by local students working at Contractor's media lab through a partnership with the Jefferson Unified School District.
 - 6. Contractor shall continue to create programming related to the arts such as "The Kathy Holly Show" which incorporates reviews of local theater along with interviews and live performances from area theater productions.
 - 7. COAST LIFE a show that highlights the people of the coastside and their wonderful achievements in making the coast and amazing place to live.
 - 8. COASTSIDE NEWS BRIEF a weekly news program highlighting cultural, news and safety concerns for local residents. Stories include information on traffic, weather or safety-related issues, upcoming cultural

- events like Coastside Pride, Pumpkin Festival and highlights of local community improvement projects.
- 9. Contractor shall provide capability with adequate notice, and as available to record additional County workshops or meetings, per the County's request subject to availability of Contractor staffing, such as the Sea Level Rise (Mirada Road), special workshops, and special sessions of the local County supervisor that deal with significant safety/quality of life issues for County residents.
- D. <u>Annual Plan for Educational and Cultural Programming</u>. Contractor shall provide the County with a plan for educational and cultural programming annually as a part of the required annual reporting.
- E. <u>SPECIAL EVENTS AS AVAILABLE</u>: Contractor shall record and broadcast special community events as funding/scheduling allows. Below are a few examples:
 - 1. Pacific Coast Fog Festival
 - 2. Half Moon Bay Pumpkin Festival
 - 3. Coastside Pride
 - 4. Pescadero Arts and Fun Festival
 - 5. Kahuna Kupuna Senior Surf Competion
 - 6. Election Debates/Forum Coverage
 - 7. Earth Day Coverage
 - 8. Maverick's Festival
 - 9. PCT Honors
 - 10. Beach Clean Up
- F. Public Services Announcements/Programs
 - 1. Beach closures and pier updates
 - 2. Coastal Land use issues: (Local Coastal Plan, Mirada Road)
 - 3. Traffic issues
 - 4. Public Safety Messages (wildfires, storm updates, earthquake preparedness)
 - 5. Public Health Messages (Community Overcoming Relationship Abuse [CORA], Pac Resource Center, Coastside Adult Day Health, Mosquito abatement, mattress disposal, waste disposal, sewage disposal, mental health, San Mateo County Recovery Initiative, Clean Air, etc.)
 - 6. Public Amenities: Maker Market, Make it Main Street, Mayor's Office Hours, Anna Eshoo High School Art Competition

VI. OPERATION OF THE GOVERNMENTAL ACCESS PORTION OF PEG T.V.

- A. <u>Meetings of the Board of Supervisors and Mid-Coast Community Council.</u>
 Contractor shall:
 - 1. Provide access as described in its Programming Schedule for the governmental programming, County Board of Supervisors and Mid-Coast Community Council meetings, through the use of staff, volunteers, and interns who have received adequate training from Contractor. The responsibilities shall include program acquisition or production, program scheduling, coordination of playback tapes of local agency meetings, and coordination of channel switching with Comcast and any other Cable Company when required.
 - 2. Broadcast the San Mateo County Board of Supervisors meetings and shall be responsible for coordinating with the County vendor or PEG provider that currently tapes these meetings. Should the responsibility for taping the meetings be transferred, the Contractor shall be responsible for ensuring the continued broadcast of these meetings. Contractor shall provide live broadcasts of the Mid-Coast Community Council Meetings.
 - 3. Broadcast the Board of Supervisors meetings on Thursday with at least one additional replay within the week of the initial broadcast. The Mid-Coast Community Council meetings will be played back once within the week of the initial live broadcast. Contractor shall make these schedules clear and a part of the required programming schedule. The digital files shall be available and searchable on the Contractor's website for a period of six (6) months after the meetings in a video on demand format. The programming shall be archived on both, YouTube and on the Contractor's archive server for a period of three years. Copies of the recordings on DVD or USB drive shall be made available to the County and public upon request and in accordance with the established schedule of fees in Exhibit D or if preferred by the County or public, Contractor will direct County or public to appropriate locations on YouTube or the Contractor's website where the programming can be found.
- B. Meetings of Other Local Entities on the County Coastside. Contractor shall tape and broadcast the public meetings of the following agencies: Cabrillo Unified School District, Coastside County Water District, Granada Sanitary District, Montara Water and Sanitary District, Sewer Midcoast Authority, and Coastside Fire Protection District, San Mateo Harbor District, Pacifica School District, Jefferson Union School District, Pacifica City Council, Pacifica Planning Commission, Half Moon Bay City Council and Half Moon Bay Planning

Commission. For each agency, this requirement is contingent upon Contractor entering into an agreement with that agency. Contractor may charge each of these agencies for this service. The agreement shall specifically stipulate what services are to be provided by Contractor to agency, which may include but not be limited to, payment requirements, video on demand availability, availability on Contractor's website, ability to search for files on Contractor's website, chaptering, playback schedule, and provision of programming on DVD.

- C. <u>Annual Plan for Governmental Programming</u>. Contractor shall provide the County with a plan for governmental programming annually as a part of the required annual reporting.
- D. <u>County Requests</u>. Contractor shall promptly respond to issues related to programming and other services upon the request of the County.
- E. <u>Additional Features</u>. Contractor shall feature news and important events that would not otherwise be seen on the commercial station including, but not limited to, political forums and local candidate debates and as may be requested by the County.
- F. <u>Publicity</u>. Contractor shall provide adequate channel publicity including a schedule of governmental access available to County coastside area on Channel 27 and on Contractor's website.

VII. REQUIRED ANNUAL REPORTING

- A. <u>Annual Reports</u>. Contractor shall annually provide the County with the following information by August 1 of each year:
 - 1. Current copies of bylaws and a current and complete listing of Contractor's Board of Directors and officers.
 - 2. Evidence of adequate insurance for Contractor's equipment, liability for its studio, office, and operations, and broadcast liability insurance.
 - 3. Statistics on programming and service provided to include: station programming and activities, including the hours of programming, programming time dedicated to the Public, Education, and Governmental access components of PEG TV, workshops offered, location of workshops, hours of training provided, and statistics on facilities and equipment use, etc.

- 4. Document the status, involvement, and work performed in collaboration with the community partnerships, school districts, media alliances, and businesses during the previous year and anticipated for the following year.
- 5. Year-end financial statements, including a balance sheet, sources and uses of funds statement, balance in the any PEG fund account, and an income statement.
- 6. Inventory list of video and audio equipment in Contractor's custody with a value in excess of \$5,000.
- 7. Annual Survey
 - a. Contractor shall perform a customer satisfaction survey one year after commencing operation and annually thereafter. Survey shall evaluate program effectiveness, program penetration (how many homes are watching the channel), customer needs assessment, and customer satisfaction.
 - b. Results of Contractor viewer surveys completed.
- 8. An annual plan and budget, outlining the activities and programs that are planned for the fiscal year with funds received from the County. The plan shall contain:
 - a. A statement of the anticipated number of hours of local original PEG access programming;
 - b. A description of the training classes, location, and the frequency of classes;
 - c. Other access activities planned by the Contractor;
 - d. A detailed operating, capital equipment, and facilities budget; and
 - e. A current schedule of fees for all services.

Exhibit B - Payments and Schedule of Fees

I. Payments from the County.

- A. The sole payments from the County to Contractor for the services rendered under this Agreement shall consist of **two percent of the cable provider's gross revenue** for the County coastside areas received quarterly by the County and within 30 days of the close of the quarter from the cable provider. County shall remit said payments within 30 days of its receipt from the cable provider; and
- B. In addition to the services set forth in this Agreement, County may request Contractor to provide certain special services. Such special services shall be provided as set forth in Contractor's schedule of fees attached as Exhibit D, or at a rate approved in writing by the Director of Public Works.

II. Payments Received from Others

- A. Contractor shall be entitled to charge local agencies under separate agreements for services rendered to those agencies (other than the County of San Mateo Board of Supervisors and the Mid-Coast Community Council meeting programming).
- B. Contractor shall be entitled to charge fees to other local entities, agencies and members of the public for training, classes, use of facilities or equipment, or services rendered in accordance with Contractor's schedule of fees. Contractor may amend its schedule of fees annually. Contractor shall submit its current schedule of fees in accordance with the annual reporting requirements.

Exhibit C - Equipment List

Contractor's equipment includes the following components. Contractor shall provide the County with an updated inventory list by December 1, 2025 and annually as part of the required annual report.

1.) Multi-camera studio production facility

Contractor maintains a full production facility, which incorporates a Tri-caster (computer video switcher, character generator, time base corrector) and related equipment in a live, multi-camera recording environment. Programs produced in the studio may be seen live on TV, streaming, or broadcast later via YouTube and V.O.D.

2.) 3 E.N.G. Remote Camera Packs

Contractor maintains 3 fully equipped E.N.G. camera packages that can be checked out by community users to record events or produce offsite programs. These packs include portable microphones, cameras and lighting equipment, tripods and tape necessary to record programs.

3.) Tri-Caster Remote Production Facility

Contractor maintains a Tri-caster package for staff produced live events. In essence, this means that Contractor staff may be tasked to produce a live event for later playback, stream live to the internet or live to TV with Comcast cooperation as outlined in "Meetings of the Board of Supervisors and Mid-Coast Community Council" (Section VI, Subsection A). Tri-caster production facility includes 3 cameras, audio, the Tri-caster remote switcher and all related equipment for a remote production.

4.) Media Lab and Editing Facilities

Contractor maintains on-site editing facilities and at the time of execution of the Agreement, utilizes APPLE and PC editing facilities using Davinci Resolve industry standard edit software for community users to complete post-production for events and video packages. Contractor trains individuals and organizations to better reach audiences with these 21st century tools.

5.) Master Control

Contractor maintains a computer automated master control system to ensure proper scheduling and playback of programming which will allow all programs for Half Moon Bay, coastside, and all service communities to be seen.

6.) Two Pod Cast Studios

Pod Cast Studios are equipped with mics, cameras, computers and furniture necessary to accommodate a Pod-Caster, or radio broadcaster and guests. Studio B can accommodate a single guest and Studio C up to 4 guests.

Exhibit D – Schedule of Fees

Here is a list of workshops and associated costs. The course fees are low (\$20-\$50) to ensure access to all. Waivers can be granted to persons for reasons of economic hardship.

- A. Single Camera workshop (\$20)
- B. Audio workshop (\$20)
- C. Technical directing workshop (\$20)
- D. PodCast production workshop (\$20)
- E. Radio Production workshop (\$20)
- F. How to Create a TV show workshop (\$20)
- G. Floor Director workshop (\$20)
- H. Studio Camera workshop (\$20)
- I. Basic computer/internet (FREE TO ALL)
- J. Remote Live Production workshop (\$50)

Dubbing fees*:

STANDARD DUB RATE: \$30 per DVD \$30 per USB Stick

*NOTE, very little dubbing revenue comes to PCT now. Most people can view most programs online for free.

The foregoing rates shall remain unchanged though June 2025. Thereafter, PCT may increase these rates, no more often than once per calendar year, provided that, absent the prior consent of the County, any such increase in rates shall not exceed the amount of the increase in the Bay Area Consumer Price Index during the preceding.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The	Contractor(s): (Check a or b) a. Employs fewer than 15 pers	sons.
		is and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. following person(s) to coordinate its efforts to comply with
	Name of 504 Person:	MARTIN ANAYA
	Name of Contractor(s):	PACIFICA COMMUNITY TELEVISION
	Street Address or P.O. Box:	580 CRESPI DR
	City, State, Zip Code:	PACIFICA, CA 94044
l ce	rtify that the above informatio	on is complete and correct to the best of my knowledge

Signature:	Docusigned by: Martin Anaya 9815134D510242D
Title of Authorized Official:	EXECUTIVE DIRECTOR
Date:	6/3/2025

^{*}Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



May 4, 2022

Jas Sandhar Procurement Manager

Procurement Division 455 County Center, 4th Floor Redwood City, CA 94063 650-363-4408 T jsandhar@smcgov.org https://hr.smcgov.org/procurement

Dear Contractor, Vendor, or Supplier:

I am the Procurement Manager for the County of San Mateo, California ("County"), and I write because you have been identified as the contact person for a person or entity that has an agreement with the County of San Mateo (the "County") to provide goods or services.

All County contracts include terms that require contractors to comply with applicable laws while performing under the agreements. As you may know, the United States and State of California have taken action against Russia in response to its aggression in Ukraine, including by imposing economic sanctions. The County is working to ensure compliance with these sanctions and related orders.

Detailed information about the sanctions, including relevant Executive Orders issued by the President of the United States and the Governor of California, may be found at the following websites maintained by the United States and the State of California:

- https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions
- https://www.dgs.ca.gov/OLS/Ukraine-Russia

The County is hereby directing its contractors, vendors, and suppliers, including you, to notify the County if the provision of goods and/or services under any agreement with the County, or payment under any such agreement, is prohibited by these sanctions. If you have reason to believe that the sanctions against Russia prohibit performance or payment under your agreement with the County, please send an email to procurement@smcgov.org with the subject line "Sanctions Against Russia." Please include the relevant contract/agreement number, if you know it, or a copy of the agreement, with your email. Please also include a short explanation of why you have reason to believe that the sanctions against Russia prohibit performance or payment under the agreement.

We greatly appreciate your partnership with the County and your attention to this important matter. Please also keep in mind that failure to comply with applicable law, including the above-referenced sanctions, could result in contract termination.

If you have any questions regarding this correspondence, please do not hesitate to contact the County's Procurement Department at procurement@smcgov.org, or call me at (650) 363-4408.

Sincerely,

Jas Sandhar, Procurement Manager



Certificate Of Completion

Envelope Id: F2D204CE-CA10-40ED-A517-44FC3CF8C799

Subject: Complete with Docusign: PCT Agreement 2023-2026_updated (2).pdf

Source Envelope:

Document Pages: 26 Signatures: 2 **Envelope Originator:** Initials: 0 Heather Oda Certificate Pages: 4

AutoNav: Enabled

hmoda@smcgov.org Envelopeld Stamping: Enabled IP Address: 170.85.154.86

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5/30/2025 3:54:07 PM hmoda@smcgov.org

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Carahsoft OBO San Mateo County - Public Location: Docusign

Martin anaya

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Works

Signer Events Signature

Martin Anaya

martin@pacificcoast.tv

Security Level: Email, Account Authentication

(None)

Timestamp

Sent: 5/30/2025 4:01:41 PM Resent: 6/3/2025 1:18:52 PM Viewed: 6/3/2025 1:37:39 PM Signed: 6/3/2025 2:25:46 PM

Status: Completed

Signature Adoption: Pre-selected Style Using IP Address: 98.36.34.211

Electronic Record and Signature Disclosure:

Accepted: 6/2/2025 6:08:09 PM

ID: 4bba05fd-0499-42f7-b728-28c6c3994af9

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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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@smcgov.org 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..

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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.

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- 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.