

CRMP

California Residential Mitigation Program A Joint Powers Authority

Date of Notice: Friday, May 24, 2024

PUBLIC NOTICE

A PUBLIC MEETING OF THE GOVERNING BOARD OF THE CALIFORNIA RESIDENTIAL MITIGATION PROGRAM

NOTICE IS HEREBY GIVEN that the Governing Board of the **California Residential Mitigation Program (CRMP)** will hold an open, teleconferenced meeting in Sacramento, California pursuant to Government Code section 11123.2. Members of the public may attend using the Microsoft Teams link, the dial-in number, or in-person at the teleconference location, each of which is provided below. A majority of the members of the board will be physically present at the teleconference location provided below in accordance with Gov. Code section 11123.2(j). The Bagley-Keene Open Meeting Act applies generally to meetings of the board, and the meeting is open to the public—public participation, comments, and questions will be welcome for each agenda item. All items are appropriate for action if the governing board wishes to take action. Agenda items may be taken out of order.

TELECONFERENCE LOCATION:

**Wells Fargo Building
400 Capitol Mall
Suite 670, 6th Floor
Sacramento, CA 95814**

DATE: Tuesday, June 4, 2024

TIME: 1:00 p.m.

TEAMS ACCESS TO MEETING: *

By Computer (Open the Microsoft Teams App, or navigate to [Join a Microsoft Teams Meeting by ID | Microsoft Teams](#)):

Enter Meeting ID: 265 543 251 52

Passcode: jRgnUK

Direct Link: [Click here to join the meeting](#)

Dial-in-Number: +1 323-886-4439 United States, Los Angeles (Toll)
Enter Conference ID Number: 177 411 032#

Public Participation: The telephone lines of members of the public who dial into the meeting to observe and comment will initially be muted to prevent background noise from disrupting the meeting. Public phone lines will be unmuted during all portions of the meeting that are appropriate for public comment, to allow members of the public to comment. Please see additional instructions below regarding Public Participation Procedures.

*CRMP may be unable to control unforeseen technical difficulties of the platform's audio feed of this meeting; if such technical difficulties occur, CRMP will take reasonable actions to resolve the technical difficulties to avoid disruption to public participation in the future. When required, CRMP will adjourn the meeting in accordance with Gov. Code section 11123.2(o).

PUBLIC PARTICIPATION PROCEDURES: All members of the public shall have the right to observe the meeting and offer comment during this meeting as outlined below. The acting Chair of the Governing Board will indicate when a portion of the meeting is to be opened for public comment. As indicated below, please register in order to provide comment. When it is your turn to comment, unmute your line, introduce yourself and proceed with your comment. The Chair of the meeting reserves the right to limit the time for comment. Members of the public should be prepared to complete their comments within approximately three (3) minutes, but more or less time may be allotted by the Chair.

- **If you wish to provide a public comment, please register with Maura White via email at mwhite@calquake.com at least one hour prior to the start of the meeting to ensure your participation.**
 - Any submitted email requesting to speak during public comment should include reference in the subject line of the email referencing this meeting, and the body of the email should specify if the comment is or is not regarding a specific agenda item.

ACCESSIBILITY ACCOMMODATIONS: Pursuant to the Americans with Disabilities Act, persons who need assistance in order to participate in this meeting should, prior to the meeting, contact Maura White via email at mwhite@calquake.com. We would appreciate hearing from you at least five (5) days before the meeting date to best allow us to meet your needs.

AGENDA:

1. Call to order and member roll call:

Lori Nezhura, Chair; Deputy Director, Cal OES
George Sittner, Vice Chair; Chief Insurance and Claims Officer, CEA
Jennifer Bollinger, CRMP Board Member; Chief Counsel, Cal OES
Tom Welsh, CRMP Board Member; Chief Executive Officer (Interim), CEA

Establishment of a quorum

2. Consideration and approval of the minutes of the February 27, 2024, CRMP Governing Board meeting.
3. CRMP Treasurer Benjamin Kirwan will review the CRMP financial statements as of March 31, 2024.
4. CRMP Executive Director Janiele Maffei will present her executive report.
5. CRMP Managing Director Jennifer Hogan will present the CRMP Mitigation update.

6. CRMP Managing Director Jennifer Hogan will present a new Printing Services and Market Analysis Agreement with ZOOM Media, for approval.
7. Public comment on items that do not appear on this agenda and public requests that those matters be placed on a future agenda.
8. Adjournment.

Inquiries/General Information:

Maura White

mwhite@calquake.com

To view this notice on the CRMP website, please visit www.quakeretrofits.com

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Persons with disabilities may request special accommodations at this or any future CRMP Governing Board meeting or may request the accommodation necessary to receive agendas or materials prepared for its board meetings.

Please contact Maura White by email at mwhite@calquake.com. We would appreciate hearing from you at least five days before the meeting date to best allow us to meet your needs.

NOTE: You might have received this notice because your name, or that of your organization, appears on a public-notice list maintained by the California Earthquake Authority. If, in the future, you do not wish to receive public notices pertaining to the California Residential Mitigation Program, please send your request by email to info@californiarresidentialmitigationprogram.com.

CRMP Governing Board Memorandum

June 4, 2024

Agenda Item 2: Consideration and Approval of Board Minutes

Recommended Action: Review and approve Board minutes

Background:

Approval of Board minutes from February 27, 2024.

Recommendation:

Staff recommends approval of the Board teleconference minutes from February 27, 2024.



Draft Meeting Minutes
are not available.

Please see CRMP Governing
Board Meeting
Approved Minutes.

CRMP Governing Board Memorandum

June 4, 2024

Agenda Item 3: Treasurer's Financial Update

Recommended Action: No Action Necessary

Background:

CRMP Treasurer, Ben Kirwan, will review the CRMP financial statements as of March 31, 2024.

Recommendation:

No action is necessary.

California Residential Mitigation Program
(CRMP)

FINANCIAL
REPORT

BOARD MEETING
Tuesday, June 4, 2024

California Residential Mitigation Program
Balance Sheet
As of March 31, 2024
Unaudited

Assets

Cash and cash equivalents	\$ 2,643,479
Accounts receivable	<u>8,912,169</u>
Total assets	<u><u>11,555,648</u></u>

Liabilities and Fund Balance

Liabilities:

Accounts payable and accrued expenses	<u>228,339</u>
Total liabilities	<u>228,339</u>

Fund Balance:

Unassigned	<u>11,327,309</u>
Total fund balance	<u>11,327,309</u>
Total liabilities and fund balance	<u><u>\$ 11,555,648</u></u>

California Residential Mitigation Program
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Three Months Ended March 31, 2024

Unaudited

Revenues:

Contributions from other governments	\$ 4,453,369
	<hr/>
Total revenues	4,453,369
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Expenditures:

Audit fees	1,500
Grants to homeowners	4,264,682
Inspection services	34,560
Software and IT support	3,213
Legal services	6,966
Marketing services/program education	169,639
Call center	2,853
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Total expenditures 4,483,413

Net change in fund balance (30,044)

Fund balance, beginning of year 11,357,353

Fund balance, end of year to date \$ 11,327,309

**California Residential Mitigation Program
Budgeted Expenditures and Actual Expenditures
2024 Budget Year
as of March 31, 2024**

	2024 Actual Revenues and Expenditures	Approved 2024 Budget	Variance	
			\$	%
Revenue				
FEMA ¹	\$ 4,453,369	\$ 28,012,500	\$ (23,559,131)	-84.10%
Contribution from Members	-	-	-	N/A
Total Revenue	\$ 4,453,369	\$ 28,012,500	\$ (23,559,131)	-84.10%
CRMP Administration Expenses				
Administration & Office	\$ -	\$ 8,300	\$ 8,300	100.00%
Board Services	-	2,800	2,800	100.00%
Call Center	2,853	10,000	7,147	71.47%
EBB Marketing/Program Education	169,639	550,000	380,361	69.16%
Financial Audit	1,500	67,500	66,000	97.78%
Home Inspection Services	34,560	280,000	245,440	87.66%
Insurance	-	58,700	58,700	100.00%
Legal Services	6,966	100,000	93,034	93.03%
Software/IT Support	3,213	89,700	86,487	96.42%
Travel	-	6,250	6,250	100.00%
Total Administration Expenses	218,731	1,173,250	954,519	81.36%
Grants to Homeowners				
Grants to Homeowners - FEMA 4407 ESS	-	2,250,000	2,250,000	100.00%
Grants to Homeowners - FEMA 4407 EBB	9,000	-	(9,000)	NM
Grants to Homeowners - CRMP EBB	7,685	460,000	452,315	98.33%
Grants to Homeowners - FEMA 4308	4,247,997	25,000,000	20,752,003	83.01%
Total Grants to Homeowners	4,264,682	27,710,000	23,445,318	84.61%
Total Administrative and Grants to Homeowners	\$ 4,483,413	\$ 28,883,250	\$ 24,399,837	84.48%

¹ FEMA revenue is received on a reimbursement basis. The revenue represents the consumer incentives completed for the FEMA programs along with a portion of reimbursable administrative expenses for FEMA 4308. The FEMA revenue will be adjusted monthly to reflect the reimbursement.

CRMP Governing Board Memorandum

June 4, 2024

Agenda Item 4: Executive Report by Executive Director Janiele Maffei

Recommended Action: No action required – information only

Background:

Executive Director Janiele Maffei will provide an update on the CRMP and CEA mitigation interests and projects.

Recommendation:

No action necessary.

CRMP Governing Board Memorandum

June 4, 2024

Agenda Item 5: California Residential Mitigation Program incentive programs
(CRMP Earthquake Retrofit Programs)

Recommended Action: No action required – information only

CRMP Retrofit Programs Overview:

As of May 4th, more than 25,174 residential seismic retrofits have been completed. This is an increase of 1,532 retrofits from the previous Governing Board meeting, 1,354 of which were completed under the various FEMA-funded HMGP programs.

Earthquake Retrofit Programs 5/4/2024 CRMP and CEA by Program Cycle			
Program	Completed	In Progress	Status
2014-2018 EBB	7,598	N/A	Closed
FEMA Napa EBB	110	N/A	Closed
CEA BB	1,279	64	Open
CRMP 2019 EBB	618	5	Open
FEMA – funded HMGP DR 4308, 4344, & 4407	15,569	6,003	Open
Total	25,174	6,072	

Earthquake Brace and Bolt (EBB):

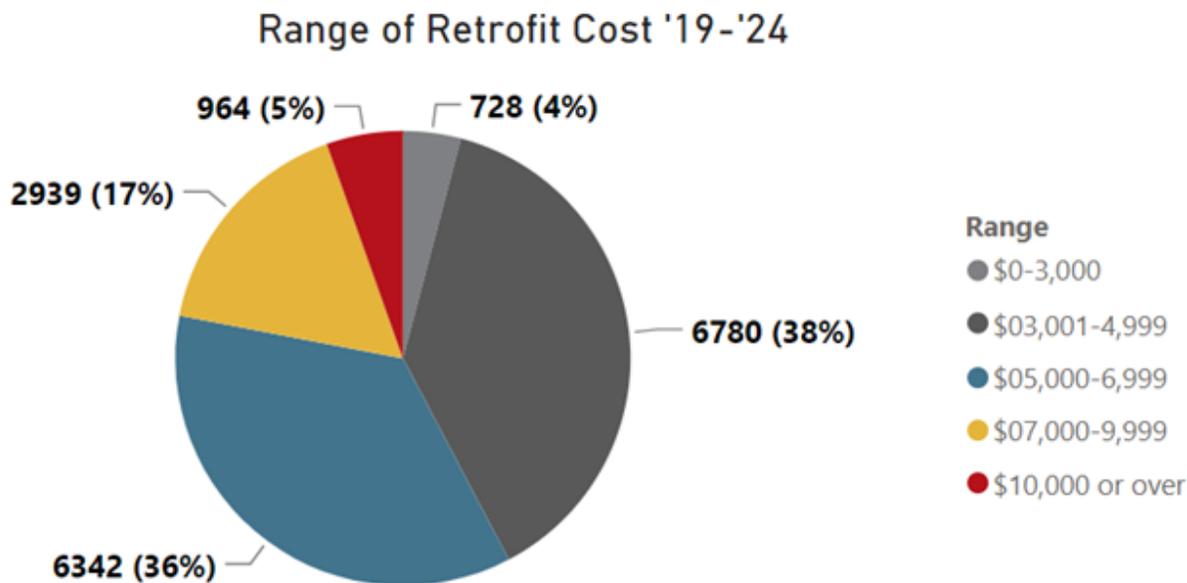
2024 Program Cycle:

Registration for the 2024 EBB program opened on January 10, 2024, and closed on February 21, 2024. Over 21,000 homeowners successfully registered for the EBB program. For comparison, 19,631 people registered for the 2023 EBB program.

CRMP began acceptance of the first 2024 registrant group on April 15, 2024. 5,000 homeowners were accepted in the first group. CRMP will invite 3,500 additional homeowners every six weeks throughout the

year until all registrants have been accepted into the program. We anticipate the last group will be accepted by December 1, 2024.

The cost of retrofits within specific ranges remained stable during this reporting period. For all retrofits completed, 78% cost less than \$6,999, with the average remaining consistent at roughly \$6,170 statewide.



Earthquake Soft-Story (ESS):

Implementation of CRMP’s ESS program continues to match the pace and scale of the initial implementation of the EBB program. To date, 48 homeowners have completed pre-retrofit requirements and their properties have been submitted to FEMA for review and approval. There are approximately 73 additional homeowners in various phases of pre-retrofit. Upon receipt of pre-retrofit documentation from these homeowners, the additional properties will be submitted to FEMA for review and approval.

It is estimated that ~350 retrofits could be completed with the available funds from the FEMA grant. CRMP anticipates offering an additional registration period in late 2024 to bring more homeowners into the program to utilize all available grant funds.

FEMA’s approval timeline is unknown given the infancy of the program. EBB application reviews/approvals typically took 4-6 weeks prior to the establishment of a categorical exclusion which eliminated the need for

individual property review by FEMA. CRMP began submitting ESS properties to FEMA in January 2024. As of May 14, 2024, FEMA has not completed their review or approved any properties to proceed with a retrofit.

Multifamily Soft-Story Retrofit Program (MSS):

The Multifamily Soft-Story Program, when implemented, will offer financial incentive grants to building owners of multifamily soft-story apartment and condominium buildings, that have not been previously retrofitted, in areas with high Social Vulnerability Index (SVI) ratings and where a voluntary or mandatory seismic retrofit local ordinance is established. The 2021 Building Resilient Infrastructure and Communities (BRIC) grant application states “This project anticipates seismically retrofitting up to 380-760+ buildings with 5-10 units, with a primary focus in economically disadvantaged communities within the counties of Los Angeles, Alameda, and Contra Costa.” The 2022 BRIC grant includes the same scope of work as the 2021 application but expands the geographic locations to add the counties of San Francisco, San Diego, San Bernardino, San Mateo, and Kern where the program will be offered.

Factoring inflation of the cost of labor and materials since the grant applications were developed in 2020 and 2021, we anticipate fewer buildings will be retrofitted than what was stated in the original applications.

In April, CEA received Phase 1 award notifications for the BRIC 2021 and BRIC 2022 grants for the development and implementation of the Multifamily Soft-Story Retrofit Program. The total project cost per BRIC grant is \$20M (\$40M total). These initial awards are for Phase 1 only and entail the following:

- Phase 1 total project cost for BRIC 2021 is \$5,385,000.03. CRMP’s cost share (Non-Federal Share) is \$1,615,500.01
- Phase 1 total project cost for BRIC 2022 is \$5,385,000.03. CRMP’s cost share (Non-Federal Share) is \$1,543,122.01

Phase 1 work includes:

- Assessment and identification of qualifying buildings in each county
- Establishment of appropriate building code and design use
- Development of technical guidance
- Program Rules development
- Development of marketing materials
- Enhancement and development of the CRMP website for program inclusion

- Collaboration with local jurisdictions for building selection, screening, and opt-in requirements
- Registration and selection of qualified building owners
- Qualification of properties by CRMP and FEMA

CEA/CRMP staff has begun the initial Phase 1 work to outline and implement a timeline, create an implementation plan, and identify any procurement and expenditures for Phase 1.

California Earthquake Authority Brace and Bolt (CEA BB):

The CEA BB program is not under the purview of the CRMP Board, however, the CEA staff who support CRMP programs also support CEA BB so there are overlapping priorities which impact staffing.

From the previous meeting, 177 homeowners have completed retrofits, with an additional 64 currently in progress.

Future Funding Opportunities:

With approval from the CRMP Governing Board, CRMP applied for a Hazard Mitigation Grant Program (HMGP) funding opportunity under the Cal OES title “DR 2022-2023 Early Winter Storms.” The HMGP grant application is for \$5M for the Earthquake Brace + Bolt (EBB) program. On April 12, 2024, CRMP was notified by Cal OES that this application was submitted to FEMA for review. Due to CRMP’s history with successfully implementing the EBB program with FEMA HMGP funding, we anticipate FEMA will award this grant. While a specific timeline for the award is not known, it would likely be in 2025.

HMGP released a Notice of Funding Opportunity (NOFO) resulting from the Presidential Major Disaster Declaration, DR-4750 (Hurricane Hillary). CEA submitted two Notices of Interest (NOI) to Cal OES on February 16th, \$5M for Earthquake Soft-story (ESS) and \$5M for Earthquake Brace + Bolt (EBB). With guidance from the CRMP Governing Board, the ESS NOI was withdrawn. CEA will submit a full subapplication for EBB, by June 10th.

Staff Efforts:

Inbound calls and emails are significantly increased during open registration. CRMP staff continue their efforts, busy working from home since the last Board meeting (January 28th – May 4th):

- 6,729 Incoming Calls

- 2,161 Outbound Calls
- 5,482 Emails Answered

Other Items of Interest:

CRMP's Communications Specialist, D'Anne Ousley, has announced her retirement with her service concluding in August of this year. She has supported the CEA and the CRMP program for nearly 15 years. We are eternally grateful for her passionate work and service to the program. We are actively recruiting a new Program Outreach Coordinator to support CRMP's public outreach, marketing development, and communications project management needs. The final filing date for the position recruitment closed on May 16, 2024. We anticipate onboarding a new staff member for this role in early to mid-June.

CRMP Governing Board Memorandum

June 4, 2024

Agenda Item 6: Proposed Contract for Printing Services and Market Analysis with ZOOM Media Agreement

Recommended Action: Approve Staff-Recommended Award

Staff recommends awarding a contract to ZOOM Cross-Media, LLC to provide printing services and market analysis services for the CRMP program. The contract will have a three-year term.

This recommendation is based on the information below.

Background:

In the last five years, the California Residential Mitigation Program (CRMP) has been awarded more than \$100 million dollars in Federal funding to implement several seismic retrofit grant programs, including, for the first time in CRMP's history, recent Federal awards for a Multifamily Soft-Story (MSS) retrofit program. This new program, coupled with the current and planned expansions of both the Earthquake Brace + Bolt (EBB) and Earthquake Soft-Story (ESS) programs results in short programming and marketing campaign deadlines, demanding turnaround times, and overlapping program cycles. This work requires a marketing vendor with extensive knowledge of and experience in navigating the complexities of these programs to successfully deliver the programs simultaneously to meet all applicable and required timelines to maintain CRMP eligibility for funding.

CRMP has a long-standing relationship with ZOOM Cross-Media, LLC. (ZOOM Media), a California certified Women-Owned Small Business. ZOOM Media was initially selected through an open and competitive procurement process for the pilot EBB program in 2013. ZOOM Media was the selected vendor a second time in 2019, through an open and competitive procurement. Owner Janet Osterdock and her team have provided marketing analysis, content creation, printing, distribution of CRMP materials, homeowner and contractor outreach, and other invaluable services to CRMP for over 10 years and have actively contributed to CRMP's successful completion of more than 25,000 retrofits. They have demonstrated a keen understanding of the programs' strategic goals and operating principles and have been a key resource in successfully launching several CRMP campaigns and marketing endeavors, including the expansion of the EBB program and the successful launch of the ESS program. Additionally, ZOOM Media developed, maintains, and operates both the EBBtools.com and CRMPtools.com

websites on behalf of CRMP, which provide digitally available content of all CRMP outreach resources and materials.

Recommendation:

CRMP staff request the Governing Board approve the proposed contract with ZOOM Cross-Media, LLC for printing services and market analysis, as proposed.

AGREEMENT FOR PRINTING, DISTRIBUTION AND MARKETING ANALYSIS SERVICES BETWEEN CALIFORNIA RESIDENTIAL MITIGATION PROGRAM AND ZOOM CROSS-MEDIA, LLC

Agreement Terms

1. Services to be Performed

The complete description of services is provided in Attachment A: Scope of Work. CRMP's executive director will manage and direct Contractor's activities.

2. Ambiguities Not Held Against Drafter

Because this Agreement has been freely and voluntarily negotiated by the parties, Contractor and CRMP agree that ambiguous contractual provisions will not be construed against the drafter.

3. Amendments

This Agreement can be amended only by mutual consent of the parties. No change in any term will be valid unless the change is in writing and signed by both Contractor and CRMP. No verbal agreement or understanding will bind either party.

4. Assignment: Delegation

Contractor must not assign any of its rights or delegate any of its duties under this Agreement without first obtaining CRMP's written consent. Any purported assignment or delegation by Contractor, in whole or in part, in violation of this section, is voidable at the sole option of CRMP.

5. Attorney Fees and Costs

In the event of litigation between the parties to enforce or interpret this agreement, the non-prevailing party must pay the prevailing party's reasonable attorney's fees, costs for in-house counsel services, and actual and taxable costs of the prevailing party. These expenses must be paid in addition to any other relief to which the prevailing party may be entitled.

6. Audits

Contractor is and will be subject to examination and audit by the Bureau of State Audits (State of California) and, separately, by the CRMP, and CRMP's representatives during the term of this Agreement and for three years after the final payment under this Agreement. Any examination or audit would be confined to matters connected with the performance of the required services, including, but not limited to, the costs of administering this Agreement. Contractor must cooperate fully with the Bureau of State Audits, CRMP, and CRMP's authorized representatives in any examination or audit. All

adjustments, payments, and reimbursements determined necessary through any examination or audit must be made promptly by the appropriate party to this Agreement.

7. Changes in Control, Organization or Key Personnel

- a. Contractor must notify CRMP in writing within five calendar days:
 - 1) if any of Contractor's representations or warranties ceases to be true;
 - 2) of any change in Contractor's staff who exercise a significant administrative, policy, or consulting role in providing services under this agreement, including the Key Personnel;
 - 3) of any change in the majority ownership, control, or business structure of Contractor;
 - 4) of any other material change in Contractor's business organization.
- b. All Contractor's written notices under this provision must contain adequate information to permit CRMP to evaluate the changes within Contractor's personnel or organization under the same criteria used by CRMP in its original selection of Contractor. Contractor must provide any additional information CRMP might request in connection with such written notices.

8. Choice of Law; Jurisdiction; Venue

This Agreement will be construed and enforced according to California law (without regard to conflict-of-law provisions). A party may bring suit on any matter related to or arising out of this Agreement only in the Superior court of California, County of Sacramento. "Bring Suit" includes bringing any action to compel arbitration or enforce an arbitration award. Each party waives any claim that the Superior Court of California, County of Sacramento is an inconvenient or improper forum or venue. Each party agrees that the courts named above will have in personam jurisdiction over it.

9. Compensation and Expense Reimbursement

- a. CRMP will compensate the Contractor for its services in accordance with Attachment B – Fees and expense structure.
Payment for expenses Contractor incurs in its performance of services are subject to CRMP procedures and processes.
- b. Contractor guarantees its rates and fees, as well as the rate and fees of any permitted subcontractors, will not increase during the term of this Agreement, unless otherwise agreed to by the parties in writing.
- c. Contractor may bill for actual, out-of-pocket expenses incurred to third-parties and for actual travel expenses necessary to perform services under this Agreement (subject to CRMP's Contractor Travel Reimbursement Policy). Expenses must be charged at no more than Contractor's actual out-of-pocket cost, without markup.

- d. Contractor must not charge CRMP for office expenses, clerical work, overhead, or work related to the preparation of bills or invoices to the CRMP.
- e. Correspondence from Contractor to CRMP regarding payments or any related compensation matters must be sent to:

*California Residential Mitigation Program
Attn: Managing Director
400 Capitol Mall, Suite 1200
Sacramento, California 95814*

- f. Contractor must submit itemized monthly invoices in arrears for services already performed; the CRMP will make no payments in advance of services rendered. Each invoice must include:
 - 1) Contractor's name, address, telephone number, and tax ID number;
 - 2) an itemized description of services rendered and costs and expenses incurred during the billing period, including a detailed cost and expense breakdown accompanied by full back-up documentation;
 - 3) the total amount of the invoice; and
 - 4) project: "XXX"

Invoices must be addressed to:

*California Residential Mitigation Program
Attn: Accounts Payable
400 Capitol Mall, Suite 1200
Sacramento, CA 95814*

Invoices must be cc'd to:

ap@calquake.com

- g. Payment will not be due until the invoiced work is performed, correctly identified on the invoice, and accepted by CRMP. CRMP will pay Contractor's invoices as promptly as fiscal procedures permit.
- h. At its sole option, CRMP, may withhold payment of up to 15% of the total fees and costs associated with work performed under the Agreement until Contractor has completed all contracted work to CRMP's satisfaction.

10. Compliance with Laws

- a. The Contractor must comply with all applicable laws, including those laws (i) specifically applicable to it, (ii) applicable to any aspect of the work it performs or

secures under this Agreement, or (iii) applicable to it because of its relationship to CRMP. Any references to sections of federal or state statutes or regulations are also references to any amendments or successor provisions to those sections.

- b. **Permits and Licenses.** At its sole expense, Contractor must procure and fully maintain any permits and licenses necessary to accomplish the required services.
- c. **Additional Documents.** Contractor must execute any additional documents, and perform any additional acts, as might be reasonable and necessary to carry out the provisions of this Agreement.

11. Confidentiality

- a. In the course of its duties, the Contractor will receive information, including but not limited to, research, investment, financial, personal, personally-identifiable, technical, accounting, and statistical information pertaining to CRMP, its Governing Board and their members, CRMP employees and staff; contractors, consultants; and vendors, and agents (collectively, the "Restricted Information"). All Restricted Information is strictly confidential unless CRMP expressly designates particular Restricted Information as non-confidential. Contractor must not directly or indirectly disclose any Restricted Information, or use it publicly in any way that requires its disclosure, either during or following the term of this Agreement, without CRMP's advance written, specific permission.
- b. Contractor must not produce, reproduce, publish, or disseminate Restricted Information for its or any other person's personal gain. For purposes of this Section 11, "person" means any person, association, organization, partnership, business trust, limited liability company, or corporation.
- c. Contractor will only release Restricted Information to its employees, representatives, contractors, or subcontractors, or to any other persons, whom Contractor has first officially notified in writing—and who have agreed—that they expressly bind themselves to maintain confidentiality of the Restricted Information in the manner required by this Section 11 and its subsections. To the best of its ability, Contractor must affirmatively protect all Restricted Information from unauthorized use or disclosure, whether by itself or by others with whom or with which it has shared Restricted Information.
- d. The Contractor's disclosure of Restricted Information that is done in violation of any portion of this Section 11 is a material breach of this Agreement.
- e. Contractor understands that CRMP is a joint powers authority of the State of California and that CRMP's and Contractor's records might be subject to public disclosure and production pursuant to various laws, including but not limited to the California Public Records Act (Chapter 3.5, commencing with Section 6250) of Division 7 of Title 1 of the California Government Code) and the Bagley-Keene Open Meeting Act (Article 9, commencing with Section 11120, of Chapter 1 of Part 1 of Division 3 of Title 2 of the California Government Code). CRMP will

notify Contractor promptly after receiving a request for disclosure of any documents or materials that Contractor has designated as proprietary and confidential and which the CRMP believes to be in its possession. CRMP will reasonably cooperate with Contractor, within the statutory framework and limitations on CRMP's duties under the applicable law(s), and at Contractor's sole cost and expense, in Contractor's efforts to protect its trade secrets and confidential information.

12. Conflicts of Interest

- a. **Contractor's Warranty.** By its execution of this Agreement, Contractor warrants to CRMP that no claimed, apparent, or actual conflict of interest exists on its part, or on the part of any principal, employee, Key Personnel, contractor, or subcontractor, that would influence its or their advice and recommendations to the CRMP, statements made about the CRMP to any person or entity:
 - 1) advice and recommendations to CRMP;
 - 2) statements made about CRMP;
 - 3) activities performed on behalf of CRMP; or
 - 4) decisions taken or enacted on behalf of CRMP

- b. **Contractor's Affirmative Duties to Disclose and Address Conflicts of Interest.** The parties mutually intend and agree that the duty to disclose a potential, claimed, apparent, or actual conflict of interest pertaining to any person or party described in Subsection 12(a) is Contractor's sole, affirmative duty and that Contractor's failure to identify and disclose any of those types of conflicts of interest is a material breach of this Agreement and a default justifying Agreement termination, as the term "default" is used in Subsection 28(b) (Termination for Contractor's Default). CRMP has sole authority and discretion to determine at any time the import and significance of Contractor's failure to identify and disclose any conflict of interest. Contractor must abide in good faith by any protocols developed by CRMP before or during the term of this Agreement to identify, disclose, and address potential, claimed, apparent, and actual conflicts of interest. Contractor promises to provide CRMP with any requested information, documentation, and assurances, in writing if so requested, concerning any potential, claimed, apparent, or actual conflict of interest.

- c. **Fair Political Practices Laws.** Contractor must not directly or indirectly receive any personal benefit from information obtained from CRMP or received or provided on behalf of CRMP. Contractor must disclose to CRMP any personal investment or economic interest of any principal, employee, Key Personnel, contractor, or subcontractor that may be enhanced or made more valuable by

any recommendation made to or activity undertaken on behalf of CRMP. Contractor acknowledges that CRMP is subject to the provisions of the Fair Political Practices laws of California (California Government Code Section 81000, et seq., and the regulations adopted under that law), and Contractor must comply with the applicable requirements of that law and those regulations. If requested by CRMP, designated Contractor personnel (principals, employees, Key Personnel, contractors, or subcontractors) must file with the CRMP's designated filing officer a Form 700 "Statement of Economic Interests" in compliance with CRMP's Conflict of Interest Code (see: California Code of Regulations, Title 5, Part III, Chapter 1, Section 22000, et seq.).

- d. Neither Contractor, nor any of its affiliates, subsidiaries, officers, directors, principals, employees, or Key Personnel, may submit a bid or be awarded a contract to provide services to CRMP, procure goods or supplies for CRMP, or perform any related action that is an outgrowth of the services or advice Contractor provides CRMP under this Agreement.

13. Cumulative Remedies

The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies any party might otherwise have at law or in equity.

14. Drug-Free Workplace Certification

Contractor has executed and provided to CRMP a Drug-Free Workplace Certification as Attachment C to this Agreement. CRMP may terminate the Agreement if the Contractor fails to comply with these drug-free workplace requirements.

15. Force Majeure

Neither party is liable for damages that result from delayed or defective performance when the delays arise from an event that is beyond the control and without the fault or negligence of the offending party. Force majeure events include, but are not restricted to, acts of a public enemy, acts of the State in its sovereign capacity, disabling strikes, epidemics, and quarantine restrictions.

16. Indemnification

- a. Contractor must indemnify, defend, and save harmless CRMP, the CRMP Governing Board, and all CRMP officers, agents, and employees, and staff from and against any and all losses, costs, liabilities, damages, and deficiencies, including interest, penalties, and attorney fees, arising from any claims of:
 - 1) Contractor's breach of its promises, warranties, or other obligations; or
 - 2) Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence, or reckless disregard of its duties under this Agreement.

- b. For purposes of this section 16, and in reference to the provisions of Section 4 (Assignment; Delegation), a subcontractor's or Contractor's consultant's act or omission to act, whether under Contractor's permitted or unpermitted delegation under this Agreement or unrelated to any delegation, is considered for all purposes the act or omission of Contractor.

17. Insurance

Contractor warrants that it will maintain, throughout the term of this Agreement, the following types of insurance and minimum limits, including such workers' compensation insurance as is statutory in the state, province, country where services are being performed. In that connection, Contractor agrees to:

- a. maintain a commercial general liability insurance policy with limits of no less than \$1,000,000 each occurrence and \$3,000,000 general aggregate;
- b. include CRMP as an additional insured in that commercial general liability policy, which may be satisfied through the use of a blanket additional insured endorsement. Contractor shall give notice prior to policy cancellation or material change in coverage;
- c. maintain commercial automobile liability insurance in the amount of \$1,000,000 combined single limit each accident;
- d. maintain Professional Liability/Errors and Omissions insurance, with limits of no less than \$1,000,000 per claim and annual aggregate; and
- e. provide CRMP with a certificate of insurance evidencing the above insurance coverage along with a copy of the blanket additional-insured endorsement, to CRMP on request.

By its signature on this Agreement, Contractor acknowledges that CRMP has no obligation to provide workers' compensation insurance or employee benefits of any nature for Contractor or its employees, or for Contractor's subcontractors or their employees.

18. Key Personnel

- a. Attachment D ("Key Personnel") provides each person who is intended to exercise on behalf of Contractor a significant administrative, policy, or consulting role under this Agreement. Those personnel are referred to in this Agreement as "Key Personnel."
- b. Contractor may not substitute, replace, or reassign any person considered Key Personnel without CRMP's advance written approval. With CRMP approval, the parties may jointly document a change in Key Personnel, and that writing will be deemed a part of this Agreement. All Key Personnel are expressly subject to the provisions of Sections 7 (Changes in Control, Organization, or Key Personnel) and 20 (Notices).

- c. In its sole discretion, CRMP is entitled to terminate this Agreement immediately, upon written notice from CRMP to Contractor, if Contractor changes any of its Key Personnel without the CRMP's express, written advance approval or if any one or more of the Key Personnel depart Contractor's staff and no substitute agreed by the Parties has been provided.

19. Notice of Proceeding

Contractor must promptly notify CRMP in writing of its knowledge of any investigation, examination, or other proceeding commenced by any regulatory or other government agency, involving Contractor, any of its Key Personnel individually, or any of its subcontractors, that is not conducted in the ordinary course of Contractor's business.

20. Notices

Any notice required or permitted by this Agreement is deemed given:

- a. on the date of personal delivery;
- b. three days after the mailing date if the notice is deposited with the U. S. Postal Service with first-class postage affixed; or
- c. on the date of receipt as shown by written (or, if the record is contained only on a computer storage device, stored) evidence of delivery when delivered by U.S. Postal Service Express Mail or by a commercial courier service.

No notice is effective if given only by facsimile machine (fax). Notices are to be directed to all the following representatives:

For CRMP:

*California Residential Mitigation Program
400 Capitol Mall, Suite 1200
Sacramento, California 95814*

*California Residential Mitigation Program
400 Capitol Mall, Suite 1200
Sacramento, California 95814*

Attn: Executive Director Attn: Managing Director

For Contractor:

*ZOOM Cross-Media, LLC
DBA ZOOM Media
12495 Nicklaus Crt
Auburn, CA 95602*

Attn: Janet Osterdock, President/CEO

21. Publicity

Contractor must not release, publish, or post any information, publicity, or announcement concerning the CRMP, this Agreement, or Contractor's services under this Agreement, without the advance, express written approval of the CRMP. Notwithstanding the foregoing, Contractor may publicly disclose the fact that the Contractor is performing this project for CRMP.

22. Recordkeeping; Record Retention

Contractor will keep accurate and appropriate records to accomplish and document the services it performs under this Agreement.

- a. Contractor will use reasonable efforts to ensure that similar records of any permitted subcontractors are accurately maintained.
- b. All records described in Sections 22 must be made available for inspection and copying by CRMP or its representatives upon reasonable advance notice and during normal business hours. Contractor must maintain its CRMP-related records separate and distinct from the records that pertain to its other clients or customers.
- c. All information, data, reports, and records associated with CRMP are the property of CRMP and must be returned or provided to the CRMP if requested at any time, and as well, upon termination or expiration of this Agreement. Notwithstanding that requirement, Contractor is permitted to keep copies of the CRMP-related information, data, reports, and records for three years after final payment under this Agreement.

23. Relationship of the Parties

- a. This Agreement creates a relationship of independent contractor. CRMP is interested in the results to be achieved under this Agreement, and the conduct of the work will lie with the Contractor. The work Contractor performs under this Agreement, however, must meet the general approval of CRMP and will be subject to CRMP's general right of inspection and supervision to secure its satisfactory completion.
- b. Contractor's principals, employees, and contractors are not and will not be considered employees of CRMP and are not entitled to any benefits provided by CRMP, or by the State of California, to its employees.

24. Reports

In addition to project deliverables, Contractor must prepare and provide other documentary material that CRMP reasonably requests. Contractor will provide oral or written progress reports, as requested, in order to:

- a. determine if Contractor is performing satisfactorily and timely;
- b. communicate interim findings or findings; and

- c. facilitate discussion and resolution of issues.

25. Rights in Work

- a. Neither Contractor, nor any subcontractor or other consulting staff employed by Contractor, has or will have any rights in any reports, data, documents, systems, or concepts (collectively, "Products") produced by Contractor for CRMP. Only CRMP has ownership of the Products that result from services provided under this Agreement, whether by the Contractor or any subcontractor. CRMP reserves the right to give or otherwise release the Products.
- b. Contractor reserves all rights to its intellectual property ("IP") that predates the work performed for CRMP, and to coincidental improvements to its IP made during the performance of the work under this Agreement, to the extent that such IP and coincidental improvements are exclusive of the Products.
- c. With CRMP's prior written approval for each publication or presentation proposed by Contractor, CRMP may grant Contractor the rights to publish results of its work in professional journals or as presentations at professional conferences, as approved with CRMP's in writing. CRMP will not unreasonably withhold or delay approval or non-approval.
- d. All Products are, and will be considered for all purposes, works-for-hire, including for purposes of interpretation under U.S. Copyright Law, 17 U.S.C. §101, et seq. To the extent that the Products are not construed as works-for-hire, Contractor will assign, and hereby does assign to CRMP, perpetually and without further consideration, all right, title, and interest to the Products. All right, title, and interest in the Products, and any copyright, patent, trade secret, or other proprietary right in the Products, are and will be the sole property of CRMP.

26. Subcontractors

- a. Contractor must perform the work contemplated under this Agreement with resources available within its own organization. Contractor must not subcontract any part of its work under this Agreement without the advance written permission of CRMP. The parties must agree in advance on any subcontractor.
- b. Contractor must require in writing of any subcontractor that it be bound by all provisions of this Agreement.
- c. The subcontractors set forth in Exhibit E ("Approved Subcontractors") attached hereto are approved by CRMP subject to receipt by CRMP of an acceptable agreement as referenced above in Section 26(b).

27. Taxes

CRMP is exempt from federal excise taxes and will make no payment for or in connection with personal property taxes levied on Contractor or taxes levied on or in connection with Contractor's compensation.

28. Termination

This Agreement can be terminated as follows:

- a. **Termination at the Option of CRMP.** This Agreement may be terminated in whole or in part, for any reason including the convenience of CRMP, and at any time with 60 days written notice by CRMP. Despite any termination, and at its sole option, CRMP can maintain this Agreement in effect for those transactions pending on the effective date of termination until those transactions are completed. Upon its receipt of a termination notice from CRMP, Contractor must promptly discontinue all services affected unless the notice specifies otherwise. If CRMP terminates all or any part of this Agreement, CRMP will pay Contractor for satisfactory services rendered before the termination, but not more than the maximum amount payable under applicable compensation provisions of this Agreement.
- b. **Termination for Contractor's Default.** In addition to any other termination right, CRMP is entitled, with two days' written notice to Contractor and without any prejudice to its other remedies, to terminate this Agreement because of Contractor's failure to fulfill any of its Agreement obligations— any such failure is termed Contractor's Default. Upon its receipt of any notice from CRMP terminating this Agreement for Contractor's Default, Contractor must immediately discontinue all services affected, unless the notice directs otherwise. Following a two-day notice of termination, CRMP will pay Contractor only the reasonable value of its services rendered. In CRMP's sole discretion and on any terms it chooses, CRMP may offer Contractor an opportunity to address any default or cure any breach.
- c. **Termination for Insolvency.** Contractor must notify CRMP in writing immediately if Contractor or any principal or subcontractor of Contractor:
 - 1) files or is placed under federal bankruptcy laws;
 - 2) files or becomes the subject of a state receivership action;
 - 3) is adjudged bankrupt;
 - 4) has a receiver appointed who qualifies;
 - 5) makes an assignment for the benefit of creditors; or
 - 6) is the subject of criminal investigation, indictment, or conviction

If any of the events enumerated in Section 28(c) occurs, or if CRMP receives notice of any of those events, or if CRMP in its sole discretion reasonably determines there is a substantial probability that Contractor will be unable (financially or otherwise) to continue its performance, CRMP is entitled to terminate this Agreement, and all further rights and obligations, immediately upon two days written notice.

- d. **Convenience.** If CRMP gives Contractor a notice of termination for failure to fulfill Agreement obligations and it is later determined that Contractor had not so

failed, the termination will be considered to have been for the convenience of CRMP.

- e. **Completion.** If CRMP terminates this Agreement for Contractor's Default, CRMP reserves the right to take over and complete Contractor's work by any means. Contractor will pay CRMP for any additional costs CRMP incurs to complete the work, to the extent that those additional costs were incurred due to Contractor's Default.

29. Termination, Effect of

- a. All duties and obligations of CRMP and Contractor will cease on termination of this Agreement, except:
 - 1) Each party will remain liable for any rights, obligations, or liabilities that arose or may arise from its activities under this Agreement before it effectively terminated; and
 - 2) Those clauses named in Subsection 34. (Survival).
- b. Within 15 days after the effective termination date, Contractor will deliver to CRMP all CRMP records, deliverables, and Products, whether prepared by Contractor or received by Contractor from a third party, including (but not limited to):
 - 1) due diligence reports, reports and data prepared by Contractor, subcontractor or consultants;
 - 2) (if applicable) products, modified software, manuals, custom scripts, code, and processes.

Together, Contractor and CRMP will determine an effective method and form to transfer the records and Products, and Contractor must deliver all records and Products in CRMP-usable form. Contractor will cooperate to ensure an orderly termination process and orderly transfer of services.

- c. Upon expiration or termination of this Agreement, Contractor must provide all reasonable assistance to move CRMP's records, accounts, funds, and required services to CRMP's subsequent special inspection services provider, without additional costs to CRMP.

30. Time Is of the Essence

Time is of the essence for delivery of services under this Agreement.

31. Waivers

A party's delay in exercising any right or privilege is not a waiver of any Agreement provision. Neither party's waiver, nor single or partial exercise of any right or privilege, will preclude any other or further exercise of any other right or privilege under this

Agreement.

32. Warranties

The CRMP is committed to, and expects contractor's commitment to, diversity and nondiscrimination in the workplace. Consistent with the foregoing, Contractor warrants its compliance with the following requirements:

a. **Employees:**

- 1) **Americans with Disabilities Act.** Contractor warrants that it complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.: the "ADA") and all regulations and guidelines issued under the ADA.
- 2) **Fair Employment and Housing Act.** Contractor and subcontractors will comply with the provisions of the Fair Employment and Housing Act (California Government Code section 12900 et seq.) and the related regulations (California Code of Regulations, Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission that implement Government Code section 12990, subdivisions (a) through (f) (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are by this reference made a part of this Agreement.
- 3) **Nondiscrimination.** During the performance of this Agreement, Contractor and its subcontractors, and their agents and employees, must not unlawfully discriminate against, harass, or retaliate against any employee or applicant for employment because of race, religion or religious creed, color, age, sex, sexual orientation, gender identity, genetic information, national origin, marital status, medical condition, disability, military service, pregnancy, childbirth, breastfeeding and related medical conditions, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to a diagnosis of cancer for which a person has been rehabilitated or cured), age (40 or over), marital status, denial of family and medical care leave, or denial of pregnancy disability leave or any other classification protected by federal, state, or local laws or regulations. Contractors and subcontractors, and their agents and employees, are expected to take all appropriate steps to prevent such discrimination, harassment, and retaliation, remedy any such conduct that may occur, and implement appropriate measures to prevent such conduct from occurring in the future. Contractor must include the nondiscrimination and compliance provisions of this Section 32 in all permitted subcontracts to perform work under this Agreement.

b. **Labor**

- 1) **Collective Bargaining.** Contractor and its subcontractors must give written notice of their obligations under this clause to all labor organizations with which they have a collective bargaining or other agreement, if any.
- 2) **National Labor Relations Board Certification.** Contractor affirms, under penalty of perjury, that no more than one final, finding of contempt of a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a federal court's order to comply with a National Labor Relations Board order.
- c. **Standard of Care.** The personnel or subcontractors responsible for discharging Contractor's duties under this Agreement are experienced in the performance of the duties contemplated and will meet the appropriate standard of care;
- d. **Signature Authorization**
The execution and performance of this Agreement will not:
 - 1) violate any provision of any charter document of the Contractor;
 - 2) violate any statute or any judgment, decree, order, regulation, or rule of any court or governmental authority applicable to Contractor; or
 - 3) violate, conflict with, constitute a default under, permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the occurrence of which would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities, or financial or other condition of Contractor.
- e. Contractor, and the person signing the Agreement, warrant that the signer is an agent or authorized representative of the Contractor and is duly authorized by Contractor to enter into this Agreement.
- f. Contractor represents and warrants that it has the power and authority to enter this Agreement and carry out its obligations under this Agreement, that it has duly authorized the execution of this Agreement, and that no additional act by Contractor is necessary to authorize the execution of this Agreement. Contractor has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents, and examinations that any government or governmental authority may require for its acts and activities contemplated by this Agreement.
- g. Contractor warrants that it will promptly notify CRMP of any changes in Contractor's compliance with the warranties stated here, and agrees to restore the warranties, as CRMP in its discretion may require, if a lapse occurs. If the Contractor does not provide notice to CRMP to the contrary, CRMP has the absolute right to rely on the ongoing effectiveness of each warranty stated here.

33. Term of Agreement

- a. This Agreement is effective on July 14, 2024, and its term expires on July 13, 2027, unless terminated sooner in accordance with the provisions of Section 28

(Termination). This Agreement may be extended for two more terms of one year through mutual agreement of the Parties. Should the Parties agree to additional terms of one year, the Fees and Expense Attachment B may by mutual agreement of the parties, but in no event more than 10%.

- b. Despite the completion or termination of services, other contractual obligations, including audit, confidentiality, indemnification, record-retention, rights in work, and warranties will continue.

34. Entire Agreement

- a. **This Agreement:** (A) states all representations of and the entire understanding between the parties with respect to the subject of this Agreement; and (B) replaces any prior correspondence, memoranda, or agreements.
- b. **Binding Effect.** This Agreement, and any instrument, amendment, or further agreement executed pursuant to this Agreement, will bind the parties, their successors, assignees, and legal representatives.
- c. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart is an original; all counterparts together are one instrument.
- d. **Incorporated Documents.** This Agreement consists of the terms of this Agreement and all attached documents that are expressly incorporated. The following schedules and attachments are attached and incorporated into this Agreement:
 - 1) Attachment A: Statement of Work
 - 2) Attachment B: Fees and expense structure
 - 3) Attachment C: Drug-Free Workplace Certification
 - 4) Attachment D: Key Personnel
 - 5) Attachment E: Approved Subcontractor(s)
 - 6) Attachment F: Business Continuity Plan
- e. **Order of Precedence.** For any inconsistencies or ambiguities in the terms of this Agreement and its incorporated documents and attachments, the following order of precedence will be used:
 - 1) applicable laws;
 - 2) the terms and conditions of this Agreement, including attachments; and then
 - 3) any other provisions, terms, or materials incorporated into this Agreement.
- f. **Severability.** Should any court hold any provision of this Agreement to be void or unenforceable, the remaining provisions will remain in effect if they are still capable of performance.
- g. **Survival.** Certain contractual obligations will survive completion of the work or termination of services. These include, but are not limited to: prevailing party's

attorney's fees and costs, audit compliance, confidentiality requirements, fiduciary obligations, indemnification, publicity limitation, record retention, rights in work, and warranties.

h. Titles / Section Headings.

Titles and section headings are provided for convenience and are not part of this Agreement.

California Residential Mitigation Program:

Contractor: ZOOM Cross-Media, LLC

Janiele Maffei, Executive Director

Janet Osterdock, President and CEO

Date

Date

Federal Identification Number: 20-0459811

Attachment A: Statement of Work

Attachment B: Fees and expense structure

Attachment C: Drug-Free Workplace Certification

Attachment D: Key Personnel

Attachment E: Approved Subcontractor(s)

Attachment F: Business Continuity Plan

Attachment A:

Statement of Work

The services to be provided will be determined by CRMP and the Contractor and are likely to include the following services.

- A.** Provide full-color print deliverables including design for marketing purposes that are color-matched and approved by the CRMP.
- B.** Design, print and collate full-color, double-sided inserts for marketing purposes that are color-matched and approved by the CRMP.
- C.** Ability to provide, print and assemble CRMP-approved envelopes, letters and inserts, including tri-folding.
- D.** Ability to accept and print full-color formatted files of varying types (e.g., Zip, PDF, etc.).
- E.** Able to receive print jobs at sporadic intervals in varying quantities.
- F.** Ability to deliver next-day hard copies for proofing and finalization.
- G.** Mail CRMP-approved materials, letters, and documents in the most cost-effective manner (e.g. pre-sorted standard processing) and provide proof of mailing.
- H.** Able to meet all CRMP regulatory and non-regulatory mailing deadlines.
- I.** Able to meet CRMP Requirements for Data Handling Protection. Please refer to Exhibit 4 for these requirements.
- J.** Offer mailing services at a price point that provides the CRMP with maximum value.
- K.** Perform research and provide detailed data analysis for ZIP Codes in the program; and homeowners, contractors, and government agencies throughout the state of California that are eligible to participate.
- L.** Conduct outbound calls to homeowners, contractors, and stakeholders as part of the CRMP outreach efforts.
- M.** Ability to generate lists of stakeholders in key markets and uploading of data into the CRMP database and program material onto webpages fully supported by Contractor.
- N.** Provide superior customer support that includes a relationship management service.
- O.** Program consulting to include but not limited to stakeholder and homeowner targeting, messaging and creative development.

Attachment B:

Budget

Total Fees: Not to exceed \$250,000 for each year/Registration Periods

Attachment B

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Proposed Fees

Print	Specifications	Minimum	500 – 999	1,000 – 9,999	10,000 – 24,999	25,000 – 49,999	50,000 – 99,999	100,000 – 149,999
Letter (1)	8.5 x 11 generic letter, 70# offset, 4/0 no bleed, 1 version	\$195.00	\$0.380	\$0.230	\$0.210	\$0.118	\$0.082	\$0.072
Letter (2)	8.5 x 11 generic letter, 70# offset, 4/4 no bleed, 1 version	\$250.00	\$0.500	\$0.280	\$0.240	\$0.143	\$0.106	\$0.079
Insert (1)	8.5 x 11, generic insert, 70# dull text, 4/4 with bleed, AQ, 1 version	\$250.00	\$0.500	\$0.310	\$0.262	\$0.152	\$0.105	\$0.078
Insert (2)	5.5 x 8.5 generic insert, 70# dull text, 4/4 with bleed, AQ, 1 version	\$225.00	\$0.366	\$0.230	\$0.216	\$0.114	\$0.068	\$0.043
Envelope (1)	#10 reg, 24# ww, 2 PMS, 1-side, 1 version	\$285.00	\$0.550	\$0.350	\$0.262	\$0.152	\$0.079	\$0.057
Envelope (2)	#10 reg, 24# ww, 4 PMS, 1-side, 1 version	\$300.00	\$0.600	\$0.380	\$0.293	\$0.184	\$0.102	\$0.074
Envelope (3)	#10 win, 24# ww, 2 PMS, 1-side, 1 version	\$290.00	\$0.578	\$0.372	\$0.214	\$0.120	\$0.086	\$0.068
Envelope (4)	#10 win, 24# ww, 4 PMS, 1-side, 1 version	\$300.00	\$0.620	\$0.388	\$0.220	\$0.149	\$0.113	\$0.083
Postcard (1)	4 x 6, 100# cover, 4/4 with bleed, AQ, 1 version	\$195.00	\$0.375	\$0.200	\$0.116	\$0.094	\$0.062	\$0.053
Postcard (2)	5.5 x 8.5, 100# cover, 4/4 with bleed, AQ, 1 version	\$250.00	\$0.500	\$0.265	\$0.183	\$0.137	\$0.090	\$0.074
Postcard (3)	6 x 11, 100# cover, 4/4 with bleed, AQ, 1 version	\$285.00	\$0.575	\$0.300	\$0.200	\$0.153	\$0.112	\$0.086
Booklet (1)	8.5 x 11, 12 page booklet, 80# dull text, 4/4 with or without bleed, AQ, 1 version	\$1,125.00	\$2.500	\$1.114	\$0.451	\$0.376		
Booklet (2)	8.5 x 11, 16 page booklet, 80# dull text, 4/4 with or without bleed, AQ, 1 version	\$1,500.00	\$3.500	\$1.560	\$0.75	\$0.487		
Booklet (3)	8.5 x 11, 20 page booklet, 80# dull text, 4/4 with or without bleed, AQ, 1 version	\$2,800.00	\$5.750	\$3.120	\$0.736	\$0.594		
Mail Services		Minimum	1,000 – 3,999	4,000 – 9,999	10,000 – 24,999	25,000 – 49,999	50,000 – 99,000	100,000+
Extra level data cleansing	high level of de-dup, record standardization	\$350.00	\$0.313	\$0.085	\$0.077	\$0.072	\$0.065	\$0.063
Mail (1)	sort, inkjet, bundle	\$450.00	\$0.500	\$0.120	\$0.090	\$0.079	\$0.068	\$0.067
Mail (2)	sort, laser, assemble package, tri-folding and stuffing, tray sorting	\$950.00	\$0.950	\$0.230	\$0.225	\$0.210	\$0.220	\$0.209

Attachment B

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Design	Specifications	Minimum
Letter (1)	8.5 x 11 update to existing letter, copy and color updates, and revisions	up to \$400.00
Letter (2)	8.5 x 11 new letter, development of 1 letter 4/0 or 4/4, and revisions	up to \$950.00
Insert (1)	8.5 x 11 insert, update to existing letter, copy and color updates and revisions	up to \$700.00
Insert (2)	8.5 x 11 new insert, 2 concepts, development of 1 insert, and revisions	up to \$950.00
Envelope (1)	#10 update to existing envelope, 2 rounds of revisions	up to \$250.00
Envelope (2)	#10 new envelope, 2 concepts, development of 1 envelope, 2 rounds of revisions	up to \$450.00
Postcard (1)	update to existing postcard, copy and color, 2 rounds of revisions	up to \$750.00
Postcard (2)	new postcard, 2 concepts, development of 1 postcard, 2 rounds of revisions	up to \$1,100.00
Booklet (1)	copy and color updates, 2 rounds of revisions	up to \$1,000.00
Booklet (2)	major rework, 2 rounds of revisions	up to \$1,500.00
Booklet (3)	new booklet layout, 2 rounds of revisions	up to \$2,000.00
Fulfillment	Specifications	Unit
Personalized letter	personalized versioned material, kit & assembly, address	up to \$1.75 ea
Pick charge for 1st item	build box, create label, pick item, prepare for mail	up to \$5.50 ea
Cost for each additional item	per piece pick charge after 1st item	up to \$0.12 ea
Non-branded box	corrugated generic box	up to \$5.50
Non-branded Stayflat envelope	9 x 12 cardboard envelope	up to \$0.98 ea
Non-branded padded envelope	9 x 12 padded envelope	up to \$1.10 ea
Outbound Calls (1)	homeowner call	\$7.50 ea
Outbound Calls (2)	contractor/multi-unit/building department call	\$15.00 ea
Onsite Visit (1)	building department meeting(s) and/or contractor presentation(s)	\$500.00–\$700.00 per day and travel expenses

Attachment B

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Postage & Shipping	Specifications	Unit
1st class full rate	full rate stamp based on current rate case, 1 oz	prevailing rate
1st class presorted rate	presorted first class, 500 piece minimum, actual cost based on sortation, 1 oz	prevailing rate
Presorted standard rate	presorted standard class, 200 piece minimum, actual cost based on postage sortation, 3.3 oz	prevailing rate
Transport material to USPS NDC/SCF	3 - 4 day delivery, actual cost based on weight and destination, cost based on per thousand	prevailing rate
USPS package rate	1 - 3 day delivery within CA, actual cost based on weight and destination	up to \$30.00
UPS package rate	1 - 5 day delivery within CA, actual cost based on weight and destination	up to \$50.00
FedEx package rate (1)	ground delivery, actual cost based on weight and destination	up to \$50.00
FedEx package rate (2)	2nd Day air delivery, actual cost based on weight and destination	up to \$70.00
FedEx package rate (3)	overnight delivery, actual cost based on weight and destination	up to \$120.00
Material	Specifications	Unit
Tier 1 Promotional Item	lower level item	up to \$2.25
Tier 2 Promotional Item	mid level item	\$.26 - \$4.50
Tier 3 Promotional Item	high level item	\$4.51 +
Set-up	equipment set-up for branding item	up to \$250.00
Preproduction Proof	physical proof for branded item	up to \$250.00
Other	Specifications	Unit
Account Management	program and campaign management, includes: meetings, calls and strategy development	Up to \$500.00 per mo
Analysis/Special Projects	ZIP code analysis, participant analysis, special performance and opportunity analysis, and other research	up to \$2,000.00
Other printing (1)	low volume, miscellaneous printing for conferences, training seminars, etc.	up to \$1.75 ea
Clothing	branded clothing, mens and womens	\$50.00 +
Finishing	custom die or finishing	up to \$1,750.00
Physical inventory	reconcile physical inventory with EBB book inventory	up to \$200.00
Storage	cost to warehouse, per pallet	up to \$25.00
Recycling	safe and secure paper recycling, per pound	up to \$0.85
Programming	code for management of variable content, per hour	up to \$300.00 hr
Mail service project minimum (1)	sort, inkjet, bundle	\$350.00
Mail service project minimum (2)	sort, laser, assemble package	\$450.00
Mail service project minimum (3)	create and fulfillment personalized agent direct mail	\$500.00
Website Services	custom or theme-based website / splash page(s)	\$500.00 +
Miscellaneous design	new logo, branding refresh, miscellaneous design projects	up to \$5,000.00
Miscellaneous	project and services that fall outside of the above, including web hosting	up to \$5,000.00
Consulting	consultative marketing services and other services, as needed	\$95.00 hr
Tax	Specifications	Rate
Tax (1)	sales tax	prevailing rate

These prices are subject to paper, transportation, postage increases, and fuel surcharges.

Attachment C

Drug-Free Workplace Certification

The Contractor hereby certifies its compliance with California Government Code Section 8355 to provide a drug-free workplace, and that the Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, by Government Code Section 8355, subdivision (a)
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355, subdivision (b).
 - 1) The dangers of drug abuse in the workplace;
 - 2) The organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) The Penalties that can be imposed on employees for drug abuse violations.
3. Provide as required by Government Code Section 8355, subdivision (c), that every employee who has duties or responsibilities relating to this Agreement:
 - 1) Will receive a copy of the company's drug-free statement, and
 - 2) Will agree to abide by the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor's Authorized Signature

Title: President and CEO

Date Executed: _____

In the County of: Sacramento

Federal Identification Number: 20-0459811

Attachment D:

Key Personnel



Janet Osterdock, ZOOM Media, President and CEO

Education: Saint Mary's College of California, BA Management
Fashion Institute of Design & Merchandising, AA in Marketing

Janet founded ZOOM Cross-Media in 2009 with an idea: a focus on integrating traditional and new media in a meaningful way. 10 years later, ZOOM Media is what is today because of her passion and commitment to the business. Janet project manages all client works, bringing director-level support to every campaign. Clients include: California Earthquake Authority, California Residential Mitigation Program, UC Davis, Ogilvy, and USIM/LMS.



Dennis Osterdock, ZOOM Media, General Manager

Education: University of San Francisco, Applied Economics

Dennis is a 25 year sales and marketing professional, and been involved in the business from day one. Dennis is sharing his expertise in the forefront; streamlining campaigns by using a holistic approach that considers practical applications of marketing while focusing on true integration across media platforms. Dennis leads special projects, vendor relations, online ordering and material fulfillment.

Attachment E:

Approved Subcontractor(s)

Jan Croom
Croom Design
7993 Pine Barrens Way
Sacramento, CA 95829
(916)682-5945

Lucho Ortega
Lucho Creative Services
9504 Hutton Dr
Elk Grove, CA 95758
(916) 505-3045

Media3Sixty
Agrifino Edralin
19221-97th Dr NW
Stanwood, WA 98292
(916) 647-7168

Sierra Office Supplies & Print
Karen Inman
9950 Horn Rd #5
Sacramento, CA 95827
(916) 369-0491

MSI
Guy Fashano
1464 Enterprise Blvd
West Sacramento, CA 95691
(916) 631-7400

Premier Print & Mail
Andrey Yegin
2615 Del Monte St
West Sacramento, CA 95691
(916) 503-5300

Volume Press/LLP
Pinder Basi
1348 Terminal St
West Sacramento, CA 95691
(916) 374-8991

Attachment F:

Business Continuity Plan

1. Purpose

The purpose of this Business Continuity Plan is to establish procedures for execution and recovery of business activities for ZOOM Cross-Media LLC, DBA ZOOM Media to minimize disruption in an emergency situation.

2. Prioritized Business Functions and Recovery Plans

The Continuity Plan applies to following business function, and the recovery team will attempt to utilize the necessary resources to restore and resume the functions in order of highest priority, based on business impact. The following is a list to guide the recovery team on restoring full operational functionality.

Critical business function: Safety and secure of personnel and office equipment.

To trigger the recovery plan for safety and secure of personnel and office equipment, the function must expect to be interrupted for at least 1 hour.

Function description

Marketing and public relations services for the California Residential Mitigation Program.

Potential threat(s) to this function

- Business site disruption
- Human-related issue
- Data breach
- Hardware failure
- Software failure
- Connectivity failure

Recovery procedures

- Business site disruption: Switch to onsite 31kwh battery back-up with solar generation or generator in case of a power outage. If needed, set up a secure offsite location.
- Human-related issue: Reassign work between the managing partners.
- Data breach: Notify CRMP senior management within 24-hours of confirmed data breach.
- Hardware failure: Use backup computers and equipment.
- Software failure: Use functioning software or alternative applications such as

- Microsoft Team, Movelt, and/or BaseCamp.
- Connectivity failure: Use cellular-based internet access.

Resource requirements

Dedicated server, computers, laptops, smartphones, power back-up and solar power generation.

3. Notification & Activation

In the event of an emergency triggering this plan, the following recovery team members are responsible for restoring and maintaining business continuity and ensuring compliant execution of this Business Continuity Plan to minimize business interruption.

Recovery team leader

Name: Dennis Osterdock

Role in the organization: Executive Vice President and General Manager

Phone number: (916) 390-0225

E-mail: dennis@zoommedia.agency

Description of responsibilities: Implementation of plan and determination of recovery actions and needs.

The recovery team leader is also in charge of internal communications on the current status of recovery.

The employee in charge of customer communications on the current status of recovery is:

Name: Janet Osterdock

Role: President and CEO

Phone number: (916) 717-1738

E-mail: janet@zoommedia.agency

4. Relocation & Recovery Operations

The relocation strategy to the alternate site will be used in the event of a natural disaster or business disruption that prohibits business being conducted at the original business space.

Procedure: Secure primary equipment and relocate to our existing mobile office with

Wi-Fi capabilities.

Resource requirements:
Business vehicles and personnel.

5. Review and Testing

ZOOM Cross-Media LLC, DBA ZOOM Media will establish criteria for validation/testing of a Continuity Plan. This Business Continuity Plan will be reviewed every year and be tested every year. This testing will serve as training for the execution of the plan by designated personnel.

6. Plan Deactivation

The aforementioned recovery team is responsible for deactivation of this Business Continuity Plan.

7. Assumptions

The following assumptions were used when developing this Business Continuity Plan.

- Key personnel have been identified and trained in their emergency response and recovery roles and are available to execute this Business Continuity Plan.
- Preventive controls are fully operational at the time of the triggering event.
- If applicable, electronic equipment is connected to an uninterruptible power supply (UPS) that provides 24 hours of electricity during a power failure.
- Our hardware and software systems are unavailable for at least 48 hours at the original site.
- Up to date backups of software and data are intact and available at the alternate site.
- The equipment, connections, and capabilities required to conduct operations are available at the alternate site.
- Use agreements are maintained with the hardware, software, and communications providers to support the emergency recovery plan.