

First 5 Butte County Children and Families Commission Contract



This Contract is between the First 5 Butte County Children and Families Commission, a political subdivision of the State of California, hereinafter referred to as "Commission", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

Contract Title: Tricerri Grant Writing Support - Systems			
The Term of This Contract begins on October 10, 2022 and ends on June 30, 2023			
Department	7950	FOB Point	
Terms	Net 30	Not-to-Exceed Price:	\$ 24,900
Contractor Contact Information		Commission Contact Information	
Contractor	Hilary Tricerri	First 5 Butte	County Children & Families Commission
Address	██████████	Address	82 Table Mountain Blvd., Suite 40
City, State & ZIP	██████████	City, State & Zip	Oroville, CA 95965
Project Manager	Hilary Tricerri	Project Manager	Shelly Miller
Telephone	██████████	Telephone	530.552.3844
Email	██████████	Email	smiller@buttecounty.net

WHEREAS, Commission desires to have work described in Attachment III -- Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in the order indicated: 1) Attachment I – Terms and Conditions; 2) Attachment II – Standard Insurance Requirements; 3) Attachment IIA – Request to Change Contract Insurance Requirements; 4) Attachment III – Scope of Work; 5) Attachment IV – Budget; 6) Attachment V – Commission Contract Requirements

By signature below, the department head or their deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements"

Anna Bauer _____ Typed or Printed Name	DocuSigned by: Anna Bauer _____ Signature	9/29/2022 10:53:53 PDT _____ Date
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This Contract and the above listed Attachments represent the entire undertaking between the parties.

First 5 Butte Children & Families Commission

DocuSigned by: Shaun-Adrian Chofla _____ Dr. Shaun-Adrián Choflá, Chair	10/5/2022 05:26:06 PDT _____ Date
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Hilary Tricerri

DocuSigned by: Hilary Tricerri _____ Hilary Tricerri	9/29/2022 08:23:10 PDT _____ Date
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REVIEWED FOR CONTRACT COMPLIANCE
 Contracts Division, GSD

DocuSigned by: Syndee Howerton _____ By	9/30/2022 13:21:51 PDT _____ Date
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REVIEWED AS TO FORM
 BRAD J. STEPHENS, Butte County Counsel

DocuSigned by: Brad J. Stephens _____ By	10/3/2022 08:35:33 PDT _____ Date
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**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Not-to-Exceed Price included in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **Commission Project Manager.** The Commission project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of Commission. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The parties agree that the COMMISSION will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Termination.** This Contract may be terminated by either the Commission or Contractor by a thirty-day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Commission, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the Commission, but excluding liability due to the active negligence or willful misconduct of the Commission. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to Commission for any loss of or damage to Commission property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** Commission has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by Commission shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Commission Chair. If this Contract was executed for the Commission by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or

**ATTACHMENT I
TERMS AND CONDITIONS**

personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Commission Chair. If this Contract was executed for the Commission by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Commission Chair.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of Commission and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. Commission will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

**ATTACHMENT II
STANDARD INSURANCE REQUIREMENTS**

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification they have no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Commission requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Commission.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The Commission, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions used).
 - 2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Commission, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Commission, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - 3)** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Commission.
- C. WAIVER OF SUBROGATION:** Contractor hereby grants to Commission a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this

**ATTACHMENT II
STANDARD INSURANCE REQUIREMENTS**

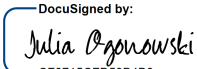
waiver of subrogation, but this provision applies regardless of whether or not the Commission has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Commission for all work performed by the Contractor, its employees, agents and subcontractors.

- D. SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the Commission. The Commission may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Commission.
- E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Commission.
- F. VERIFICATION OF COVERAGE:** Contractor shall furnish Commission with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- G. SPECIAL RISKS OR CIRCUMSTANCES:** Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. SUBCONTRACTORS:** Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Commission certificates of insurance and endorsements **before** beginning work under this contract.

ATTACHMENT IIA

Request To Change Contract Insurance Requirements***Please Submit to Risk Management with the agreement including the Scope of Work**

1.	Department	First 5 Children and Families Commission	Contact Person	Shelly Miller	
	Email	smiller@buttecounty.net		Phone	530.552.3844
2.	Contractor	Hilary Tricerri	Contact Person	Hilary Tricerri	
	Email	[REDACTED]		Phone	[REDACTED]
3.	What change is being requested?	Waive the Liability and Workers Compensation insurance requirements.			
4.	Reason:				
	a) Contractor cannot obtain required limits. If so, limits Contractor currently has:				
	Contractor is an individual, does not employ staff, will be meeting with clients at the client's workplace, and will be providing services that don't require liability insurance.				
	b) Contractor cannot afford premium. If so, current premium:				
	c) Contractor cannot obtain insurance at all. Which type of insurance?				
	d) Insurance carrier will not agree to additional insured endorsement. Name and phone number of Contractor's insurance agent:				
	e) Other:	Contractor is an individual, does not employ staff, will be meeting with clients at the client's workplace, and will be providing services that don't require liability insurance.			
5.	Brief description of services to be performed. If the contract is for construction or road work, please include the location of the project.				
	Contractor shall provide clients assistance with research, grant development, proofreading, budget development and other supportive services. Contractor will not be seeking funds on behalf of client.				
6.	Length of Contract:	9 months	Cost:	\$24,900	
7.	Special certificates, licenses, degrees, education, etc., required of Contractor:	N/A			
8.	Is Contractor a corporation or individual?	Individual			
9.	Will Contractor need to use his/her auto to perform services?	Yes, to travel to clients' location			
10.	Will Contractor be transporting people? If so, maximum number at one time:	No			
11.	Will services be performed at County worksite or Contractor's office?	Neither. Community based organization office or public location such as coffee shop or library.			
12.	Tools or special equipment Contractor will utilize:	NA			
13.	Will Contractor be using County property?	No	If yes, describe (car, van, office space, etc.):		
14.	Does Contractor have employees?	No	Will Contractor use sub-contractors?	No	
15.	Risk Management's Comments:	Waiver approved as requested on:			
			9/29/2022 14:29:47 PDT		

ATTACHMENT III SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Introduction

The First 5 Butte County Children and Families Commission (Commission) has selected the CONTRACTOR to provide grant writing trainings and coaching services to Commission staff and partners identified by the Commission. CONTRACTOR shall provide support services including, but not limited to: General overview of government grant solicitations and important considerations; Review of solicitation to help applicant determine eligibility; Assist applicant in defining project scope; Document review for work plan, budget, proposal narrative; Strategy support for timeline development, partner letters of commitment and other pertinent supplemental documents; Assist applicant in analyzing past proposal competitiveness; Provide application review and edits; Other services as needed. This work is authorized by the Commission in alignment with its 2021-2026 Strategic Plan: **Sustainability and Systems Change**.

Scope of Work

1. CONTRACTOR shall receive referrals from Commission staff, and meet with grant applicants to develop a written work-plan consisting of goals, objectives and progress timeline.
Deliverable: Work-plan.
2. CONTRACTOR shall provide training and consultation to the grant applicants consistent with the work-plan.
Deliverable: Monthly summary of services submitted with itemized invoice.

Work-plan and allocation of resources requires pre-approval from Commission staff. Commission staff shall provide written approval of hourly rates and work-plan prior to project execution.

Commission Responsibilities

- 1) Commission staff shall identify eligible partners and shall facilitate initial meeting with CONTRACTOR.
- 2) Commission staff shall develop a Memorandum of Understanding with partners that detail their commitment and reporting obligations to the project.
- 3) Commission staff will allocate adequate work time and effort to ensure the project goals are met.
- 4) Commission staff will process approved invoices and submit to Butte County Auditor within 14 business days of receipt.

**ATTACHMENT IV
BUDGET**

CONTRACTOR shall submit fully delineated invoices to Commission

Line Item	Hours/ Units	Rate or Fixed Cost	Sub- total	Total
Personnel	200	\$120	\$24,000	\$24,000
Local Mileage at IRS approved rate		\$500	\$500	\$500
Office Supplies necessary to complete work plan		\$400	\$400	\$400
TOTAL NOT TO EXCEED PROJECT COST				\$24,900

Budget Contingency Clause

It is mutually agreed that if Children and Families Act revenues for the current year, and/or any subsequent years covered under this Agreement, do not result in the appropriation of sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the Commission shall have no liability to pay any funds whatsoever to CONTRACTOR, or to furnish any other considerations under this Agreement, and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.

If funding for any Fiscal Year is reduced or deleted due to changes in voter approved revenues, statutes, or voter initiatives for the purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission or offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.

In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by statutes, voter initiatives, or regulations which may affect the provisions or terms of funding of this Agreement in any manner.

**ATTACHMENT V
COMMISSION CONTRACT REQUIREMENTS**

1. Contractors shall invoice monthly or quarterly through the Commission designated software. All invoices or claims must be substantiated by adequate supporting documentation and based on verifiable financial records. Invoices are due 30 days after the end of the previous period. Contractor shall submit supporting documentation with invoices, including but not limited to financial reports, receipts for material purchases, rental equipment, subcontractor work and employee travel. Contractor shall submit Invoices and documentation through the Commission's database. Final fiscal year invoices are due July 15th.
2. In alignment with the approved scope of work and annual budget, contractor may invoice for travel expenditures.
3. Final invoices must be submitted within 15 days of the contract end date.
4. Indirect charges are not allowed for professional services contracts.
5. Commission shall require prior approval by the Director or designee of any budget line item that varies more than 15 percent from the approved budget. Line item budget revisions shall not increase the total budget amount. Increases to total annual budgets require full Commission approval and contract revisions.
6. Contractor shall ensure Commission receives updated Certificates of Insurance on a rolling basis, as they renew.
7. Contractor is required to maintain and make available to the Commission accurate books and records relative to all its activities under the contract. Contractor shall maintain data and records in an accessible location and condition for a period of not less than three years from the date of final payment under the contract.
8. Contractor shall acknowledge funding from First 5 Butte County Children and Families Commission by including the First 5 Butte County logo on all public materials related to the project, including (but not limited to) Web sites, emails, news releases, brochures, newsletters, flyers, public service announcements, and posters. Contractor shall submit outreach materials to Commission staff for approval prior to distribution when requested.
9. Contractor shall ensure all staff are aware of Commission policies and requirements.

Certificate Of Completion

Envelope Id: E1255F6C0E5A4E04B82EF0C8595B55F7 Status: Completed
 Subject: Complete with DocuSign: Contract Review Sheet Rev 6.2022.docx, CFC-Hilary Tricerri-9-28-22.docx
 Source Envelope:
 Document Pages: 10 Signatures: 7 Envelope Originator:
 Certificate Pages: 6 Initials: 2 Shelly Miller
 AutoNav: Enabled smiller@buttecounty.net
 Envelopeld Stamping: Enabled IP Address: 63.198.28.28
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original Holder: Shelly Miller Location: DocuSign
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 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: First Five Butte County Location: DocuSign

Signer Events

Hilary Tricerri
 [Redacted]
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signed: 9/29/2022 8:23:10 AM

Electronic Record and Signature Disclosure:

Accepted: 9/29/2022 8:16:41 AM
 ID: 0e0a0e3b-2950-45eb-aa39-01a2a1b6cd47

Anna Bauer
 abauer@buttecounty.net
 First Five Butte County
 Security Level: Email, Account Authentication (None)

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 Signed: 9/29/2022 10:53:53 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Julia Ogonowski
 JOgonowski@buttecounty.net
 Security Level: Email, Account Authentication (None)

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 Signed: 9/29/2022 2:29:47 PM

Electronic Record and Signature Disclosure:

Accepted: 9/29/2022 2:28:30 PM
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Shelly Miller
 smiller@buttecounty.net
 Program Analyst
 First 5 Butte County Children and Families Commission
 Security Level: Email, Account Authentication (None)



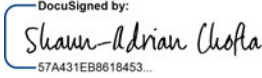
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Syndee Howerton Showerton@buttecounty.net Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  D8518CC3894C43D...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 63.198.28.28</p>	<p>Sent: 9/30/2022 9:35:19 AM Viewed: 9/30/2022 1:11:04 PM Signed: 9/30/2022 1:21:51 PM</p>
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<p>Brad J. Stephens CoCoContractReview@buttecounty.net Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  D80BCFE3AF2A430...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 63.198.28.28</p>	<p>Sent: 10/3/2022 8:08:27 AM Viewed: 10/3/2022 8:35:14 AM Signed: 10/3/2022 8:35:33 AM</p>
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<p>Shaun-Adrian Chofla choflash@butte.edu Chair Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  57A431EB8618453...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 73.41.211.202 Signed using mobile</p>	<p>Sent: 10/3/2022 9:25:57 AM Viewed: 10/4/2022 7:03:12 AM Signed: 10/5/2022 5:26:06 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/4/2022 7:03:12 AM ID: 7302a2e0-bd5c-4f1e-9fb5-b464acbb343b</p>		
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
Syndee Howerton GSFrontDeskHG@buttecounty.net Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/30/2022 9:35:20 AM Viewed: 9/30/2022 9:35:49 AM
Electronic Record and Signature Disclosure: Accepted: 6/21/2022 11:52:39 AM ID: 073a3b60-8bdf-4fb8-825d-2e2a76f5f2fd		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/28/2022 6:04:28 PM
Certified Delivered	Security Checked	10/4/2022 7:03:12 AM
Signing Complete	Security Checked	10/5/2022 5:26:06 AM
Completed	Security Checked	10/5/2022 5:26:06 AM

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

From time to time, First Five Butte County (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 First Five Butte County:

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: abauer@buttecounty.net

To advise First Five Butte County 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 abauer@buttecounty.net 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 First Five Butte County

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 abauer@buttecounty.net 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 First Five Butte County

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 abauer@buttecounty.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify First Five Butte County 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 First Five Butte County during the course of your relationship with First Five Butte County.