



# Memorandum of Understanding

*between*

First 5 Butte County Children and Families Commission

*and*

*Chico Children's Museum*

*In Support of the Sustainability and Systems Change Initiative*

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This Memorandum of Understanding (MOU) is entered into upon execution by and between the First 5 Butte County Children and Families Commission (The Commission), and Chico Children's Museum (CONTRACTOR).

**WITNESSETH:**

**WHEREAS**, it is the desire of the Commission *that Families are supported by integrated and effective systems.*

**RESULT AREAS, STRATEGIES AND INDICATORS:**

North Valley Community Foundation's Nonprofit Institute will address the Commission's *Sustainability and Systems Change Initiative.*

**Result Area:** The Commission is committed to focusing on local policy and systems change in order to support an early childhood system of care that is a network of coordinated and responsive organizations that improve outcomes for children age 0-5.

**Strategy:** Provide technical assistance and training to build and support local agency capacity to seek and utilize alternative funding sources.

**Indicator:** Number of community partners touched by First 5 Butte County investments that have secured sustainable funding sources for programs and services that support 0-5 year olds.

**NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **TERM:** The term of this MOU shall commence upon execution and end June 30, 2023.
2. **COMPENSATION:** The Commission will provide an amount not-to-exceed \$1,000, to CONTRACTOR to attend the North Valley Community Foundations Nonprofit Institute as part of the LEAD initiative. The institute will start Monday, January 9, 2023, and will conclude Friday, January 13, 2023, and will take place at the Gold Miners Inn in Grass Valley. Completion of the Nonprofit Institute will help leaders be effective in their roles. Topics will include leadership, personal strengths, team building, collaboration, board and staff relations, governance, management, and revenue generation. CONTRACTOR shall adhere to all requirements and expectations put forth in the letter of commitment Contractor signs for North Valley Community Foundation for the Nonprofit Institute.
3. **DOCUMENTATION & COORDINATION- CONTRACTOR SHALL:**
  - a) Attendee shall provide the Commission with a final report by February 28, 2023.
  - b) Contractor shall acknowledge the Commission as a funder of this professional development opportunity when and as appropriate.
  - c) Adhere to all Commission Requirements as referenced in Attachment II.
4. **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.

5. **INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor, working under their own supervision and direction and is not a representative or employee of the Commission. CONTRACTOR agrees to file tax returns and pay all applicable taxes on Agreements paid pursuant to this Agreement.

6. **INSURANCE:**

Without limiting CONTRACTOR indemnification, CONTRACTOR shall procure and maintain for the duration of this MOU, 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, and CONTRACTOR agents, representatives, employees, and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Attachment I, Standard Insurance Requirements, which by reference is made part of this MOU. Certificates evidencing the maintenance of CONTRACTOR'S insurance coverage shall be filed with the Commission.

7. **ALTERATION OF TERMS:** The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

Notice: All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

Commission: Anna Bauer  
Director, First 5 Butte County  
82 Table Mountain Blvd., Suite 40  
Oroville, CA 95965  
(530) 552-3884  
abauer@buttecounty.net

Chico Children's Museum:  
Milta Aguilar  
Chico Children's Museum  
325 Main Street  
Chico, CA 95928  
(530)720-0536  
milta.aguilar@chicochildrensmuseum

8. **DISPUTE RESOLUTION:** Any disagreements that may occur shall be resolved at the lowest possible level within each agency with a cooperative spirit. The Commission and CONTRACTOR will designate individuals who are responsible to resolve issues in a timely fashion regarding this MOU. Should agreement not be reached between the Commission and CONTRACTOR after working through the process already prescribed, then the matter should go for discussion and consideration between the Directors of each agency.

9. **TERMINATION:** The Commission and CONTRACTOR each reserve the right to immediately terminate this MOU, notifying each other likewise in writing.

*IN WITNESS HEREOF*, the parties hereto have executed this MOU as of the day and year written above.

**First 5 Butte County  
Children & Families Commission**

**Chico Children's Museums**

DocuSigned by:  
*Anna Bauer*  
11/14/2022 | 09:13:41 PST  
AB4ADEE15034AF  
Anna Bauer, Director Date

DocuSigned by:  
*Milta Aguilar*  
11/11/2022 | 09:01:36 PST  
34402C3AE14545B  
Milta Aguilar, Operations Director Date

## ATTACHMENT I STANDARD INSURANCE REQUIREMENTS

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 he or she has 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 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 II COMMISSION REQUIREMENTS

1. Contractor shall invoice upon completion of scope of work or event through the Commission designated software. All invoices or claims must be substantiated by adequate supporting documentation, and must be based on verifiable financial records. 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. Final invoices must be submitted within 45 days of the contract end date.
3. Contractor agency indirect costs are not allowed.
4. Commission shall require 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.
5. Discretionary funds will not be extended, amended or renegotiated beyond the terms of the original contract.
6. 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.
7. Contractor shall report data requested by Commission when submitting invoices for payment. Data should be entered into Commission designated software unless an alternative method has been approved by Commission designee.
8. Contractor shall ensure Commission receives updated Certificates of Insurance on a rolling basis, as they renew.
9. Contractor shall comply with Commission Tobacco-Free and Food and Beverage policies.
10. 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.
11. Contractor shall ensure that program staff are aware of all Commission policies and requirement



**Certificate Of Completion**

Envelope Id: AEF6E5BB1CA44FF09648AF07390E9CD5	Status: Completed
Subject: Complete with DocuSign: CCM LEAD NonProfit Institute MOU.docx	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kimberly Brooke
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	kbroke@buttecounty.net
	IP Address: 12.161.69.82

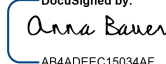
**Record Tracking**

Status: Original 11/9/2022 10:44:03 AM	Holder: Kimberly Brooke kbroke@buttecounty.net	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: First Five Butte County	Location: DocuSign

**Signer Events**

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

**Signature**

DocuSigned by:  
  
 AB4ADEEC15034AF...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 63.198.28.28

**Timestamp**

Sent: 11/9/2022 10:46:24 AM  
 Viewed: 11/14/2022 9:13:34 AM  
 Signed: 11/14/2022 9:13:41 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Milta Aguilar  
 milta.aguilar@chicochildrensmuseum.org  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 34402C3AE14545B...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 73.116.107.61

Sent: 11/9/2022 10:46:23 AM  
 Viewed: 11/11/2022 9:01:28 AM  
 Signed: 11/11/2022 9:01:36 AM

**Electronic Record and Signature Disclosure:**  
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 ID: dd3b4d32-1cc9-416f-9cfc-435eee8f67fd

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2022 10:46:24 AM
Certified Delivered	Security Checked	11/11/2022 9:01:28 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Signing Complete	Security Checked	11/11/2022 9:01:36 AM
Completed	Security Checked	11/14/2022 9:13:41 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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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](mailto: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](mailto: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](mailto: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](mailto: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.