

**AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE COUNTY OF
MENDOCINO FOR PLACEMENT OF JUVENILE COURT WARDS
AT SHASTA COUNTY JUVENILE REHABILITATION FACILITY**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("Shasta County") and the County of Mendocino, a political subdivision of the State of California ("Placing County") ("Shasta County" and "Placing County" are, collectively, the "Parties" and individually a "Party") for the purpose of allowing Placing County to place wards of the juvenile court ("Placing County Ward") in Shasta County's Juvenile Rehabilitation Facility on a space-available basis.

Section 1. RESPONSIBILITIES OF PLACING COUNTY.

- A. Pursuant to the terms and conditions of this agreement, Placing County shall pay Shasta County one of the following bed rates:
1. The sum of \$175.00 per day, or portion of the day, for each standard bed occupied by a Placing County Ward.
 2. The sum of \$369.00 per day, or portion of the day, for each River's Edge Academy (REA) bed occupied by a Placing County Ward.
 3. The sum of \$489.00 per day, or portion of the day, for each Secure Track Treatment Program (STTP) bed occupied by a Placing County Ward.
- B. In addition to the payment provided in Section 1.A., Placing County shall pay any and all costs associated with the placement of any Placing County Ward, including, but not limited to, the following:
1. Costs of any hospital, medical, mental health or surgical care or treatment, including the costs of prescription medication;
 2. Costs of dental or orthodontic care;
 3. Costs of educational services not compensated for by the State of California;
 4. Costs of transportation and maintenance between Placing County and the Juvenile Rehabilitation Facility; and
 5. Any and all workers' compensation costs for the Placing County Ward, should Placing County's Ward file a workers' compensation claim.
- C. Placing County shall be solely responsible for providing any and all legal services for the Placing County Ward and is solely responsible for any costs of legal services provided.
- D. In the event a petition for a writ of habeas corpus or similar proceeding is initiated

by or on behalf of a Placing County Ward, Placing County shall defend said litigation.

- E. Placing County shall be responsible for providing Juvenile Court orders or other documentation authorizing the Placing County Ward to be housed in a Juvenile Detention Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge authorizing Shasta County to provide medical treatment prior to placement.
- F. Placing County shall promptly remove any Placing County Ward upon request of Shasta County. Shasta County shall have sole discretion to request removal of any Placing County Ward. Upon decision to remove Placing County Ward, Shasta County shall notify Placing County by telephone and Placing County shall pick-up the Placing County Ward within five (5) working days of notification (or sooner if requested by Shasta County).

Section 2. RESPONSIBILITIES OF SHASTA COUNTY.

- A. Shasta County shall maintain and operate the Juvenile Rehabilitation Facility pursuant to Article 15 of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code.
- B. Except as provided in Section 2.C., accept Placing County Wards at Shasta County's sole discretion.
- C. Shasta County has developed and may, from time to time, modify its criteria for the acceptance of juvenile court wards. Shasta County reserves the right, at Shasta County's sole discretion, to reject or return any ward of Placing County who Shasta County determines is unfit for placement or continued placement at the Juvenile Rehabilitation Facility.

Section 3. SUBORDINATION OF THIS AGREEMENT TO THE FACILITY LEASE.

Notwithstanding anything in this agreement: the parties agree that this agreement in all respects is (i)(a) subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Refunding Bonds 2023 Series C (Various Capital Projects) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Shasta and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (i)(b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by Placing County or Shasta County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, Placing County and Shasta County shall execute such further writings as may be reasonably required to separately document any such subordination.; (ii) subject to review and written consent of

the State Public Works Board and Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto; and (iii) shall be terminable by Shasta County, the Placing County, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

Section 4. COMPENSATION.

Placing County shall pay to Shasta County a maximum of \$200,000 for all reasonable and necessary costs in accordance with applicable circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$200,000.

Section 5. BILLING AND PAYMENT.

Shasta County shall submit monthly a statement of services rendered to Placing County. Placing County shall make payment within 30 days of receipt of Shasta County's statement.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning as of the last date it has been signed by all Parties. The initial term of this agreement shall automatically renew for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify County in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If either party materially fails to perform either parties' responsibilities under this agreement to the satisfaction of either party, or if either party fails to fulfill in a timely and professional manner its obligations under this agreement, or if either party violates any of the terms or provisions of this agreement, then the party not in breach of the agreement shall have the right to terminate this agreement for cause effective immediately upon giving written notice to the party in breach of the agreement. If termination for cause is given by Shasta County to Placing County and it is later determined that Placing County was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

- B. Either party may terminate this agreement without cause on 30 days' written notice. Placing County shall pay Shasta County for all work satisfactorily completed up to the time the last of Placing County's ward is removed.
- C. Placing County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement. In such event, Placing County shall immediately remove all wards placed with Shasta County and pay Shasta County for all work satisfactorily completed up to the time the last of Placing County's wards is removed.
- D. Shasta County's right to terminate this agreement may be exercised by its Chief Probation Officer.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Placing County shall be entitled to no other benefits other than those specified herein. Placing County specifically acknowledges that in entering into and executing this agreement, Placing County relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. However, minor amendments, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Placing County and the Chief Probation Officer, as long as the parties use the Shasta County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

Section 9. NON-ASSIGNMENT OF AGREEMENT; NON-WAIVER.

Placing County may not assign, transfer, delegate or sublet any interest herein without the prior written consent of Shasta County. The waiver by Shasta County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS.

Both parties shall, during the entire term of this agreement, be construed to be independent contractors, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either party to exercise discretion or control over the professional manner in which the other party performs the work or services that are the subject matter of this agreement. Placing County

shall not be eligible for coverage under Shasta County's workers' compensation insurance plan nor shall Placing County be eligible for any other Shasta County benefit.

Section 11. INDEMNIFICATION.

- A. Placing County acknowledges that each Placing County Ward has been determined to be delinquent and that Shasta County cannot guarantee the safety of Placing County Wards. Placing County acknowledges this risk and shall defend, hold harmless, and indemnify Shasta County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of Shasta County) being damaged by the negligent acts, willful acts, or errors or omissions of the Placing County, Placing County Ward or any of Placing County's subcontractors, any person employed under Placing County, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Shasta County.
- B. Shasta County shall defend, hold harmless and indemnify Placing County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Placing County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Placing County) being damaged by the negligent acts, willful acts, or errors or omissions of Shasta County or any of Shasta County's subcontractors, any person employed under Shasta County, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Placing County.

Section 12. INSURANCE.

Each Party shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability and workers' compensation insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles with limits of liability of not less than \$2 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

Section 13. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

- A. If any claim for damages is filed with Placing County or if any lawsuit is instituted concerning Placing County's performance under this agreement and that in any

way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Shasta County, Placing County shall give prompt and timely notice thereof to Shasta County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.

- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. The parties will observe and comply with all applicable federal, state and local laws, ordinances and codes that relate to the work or services to be provided pursuant to this agreement.
- B. The parties will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C. The parties represents that the parties are in compliance with and agrees that the parties shall continue to comply with the Americans with Disability Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

Section 15. ACCESS TO RECORDS/RETENTION.

County, federal and state officials shall have access to any books, documents, papers and records of the parties that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Shasta County or Placing County. Except where longer retention is required by federal or state law, the parties shall maintain all records for five years after Shasta County receives final payment hereunder.

Section 16. CONFLICTS OF INTEREST.

Placing County and Placing County's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of work or services required under this agreement.

Section 17. NOTICES.

- A. Except as provided in section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address

specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to Shasta County: Shasta County Probation Department
Attn: Chief Probation Officer
2684 Radio Lane
Redding, CA 96001
Phone: (530) 245-6200
Fax: (530) 245-6001

If to Placing County: Mendocino County Probation Department
Attn: Chief Probation Officer
501 Low Gap Rd.
Ukiah, CA 95531
Phone: (707) 234-6900
Fax: (707) 463-5749

- B. Written notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of Shasta County as provided for in the agreement may be executed and/or exercised by the Shasta County Chief Probation Officer or their designee.

Section 18. AGREEMENT PREPARATION.

It is agreed and understood by the parties this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

Section 19. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

Section 20. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 21. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Shasta County and Placing County have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the party on whose behalf their execution is made.

COUNTY OF SHASTA

DocuSigned by:
David J. Rickert 11/29/2023 | 12:26 PM PST
E3880A8426A24C9
DAVID J. RICKERT Date
County Executive Officer

Approved as to form:
GRETCHEN STUHR
Interim County Counsel

DocuSigned by:
Trisha C. Weber 11/28/2023 | 1:27 PM PST
8758DB1E230D42B
By: Trisha C. Weber Date
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

DocuSigned by:
James Johnson 11/28/2023 | 1:03 PM PST
0DB0C25FD751A456
By: James Johnson Date
Risk Management Analyst III

COUNTY OF MENDOCINO

DEPARTMENT HEAD FISCAL REVIEW:

[Signature] 11/30/23
DEPARTMENT HEAD Date

EXECUTIVE OFFICE/FISCAL REVIEW

[Signature]
By: Deputy CEO or Designee Date
11/30/2023

Budgeted: Yes No
Budget Unit: 0550 (SH)
Line Item: 862189
Grant: Yes No
Grant No.: 5JRBG

ATTEST:

DARCIE ANTLE, Clerk of said Board
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

[Signature] 12/19/2023
By: GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

[Signature] 12/19/2023
By: Deputy Date

INSURANCE REVIEW:

[Signature]
By: Risk Management Date
11/30/2023

Approved as to form:
CHRISTIAN M. CURTIS
County Counsel

[Signature]
By: Deputy County Counsel Date
11/30/2023

STATE OF CALIFORNIA

CONSENTED TO (Pursuant to a First Amendment to Facility Sublease Dated October 1, 2023, between the Department of Corrections and Rehabilitation of the state of California and the County of Shasta and the County certificate to the tax certification referenced therein)

STATE PUBLIC WORKS BOARD OF
THE STATE OF CALIFORNIA
CALIFORNIA

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By: _____
Koreen H. van Ravenhorst
Deputy Director

By: _____
Michelle Weaver
Deputy Director

Date

Date

Certificate Of Completion

Envelope Id: 374118E70173407394747A3E06951DFB

Status: Completed

Subject: Complete with DocuSign: Mendocino JRF Placement FY 23_26 Final.docx

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Michael Flynn

, CA 96001

mflynn@co.shasta.ca.us

IP Address: 192.159.8.111

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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mflynn@co.shasta.ca.us

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: County of Shasta

Location: DocuSign

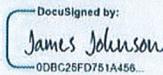
Signer Events

James Johnson

jjjohnson@co.shasta.ca.us

Risk Management Analyst III

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

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Signature Adoption: Pre-selected Style

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Signed: 11/28/2023 1:03:44 PM

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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

Tracie Neal

tneal@co.shasta.ca.us

Security Level: Email, Account Authentication
(None)**COPIED**

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Electronic Record and Signature Disclosure:

Accepted: 11/17/2023 4:43:02 PM

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

11/28/2023 11:28:42 AM

Certified Delivered

Security Checked

11/28/2023 1:03:34 PM

Signing Complete

Security Checked

11/28/2023 1:03:44 PM

Completed

Security Checked

11/28/2023 1:03:44 PM

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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Shasta (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 County of Shasta:

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: cao@co.shasta.ca.us

To advise County of Shasta 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 cao@co.shasta.ca.us 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 County of Shasta

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 cao@co.shasta.ca.us 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 County of Shasta

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 cao@co.shasta.ca.us 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 County of Shasta 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 County of Shasta during the course of your relationship with County of Shasta.

Certificate Of Completion

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 Certificate Pages: 5
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 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Michael Flynn
 , CA 96001
 mflynn@co.shasta.ca.us
 IP Address: 192.159.8.111

Record Tracking

Status: Original 11/28/2023 1:09:52 PM	Holder: Michael Flynn mflynn@co.shasta.ca.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: County of Shasta	Location: DocuSign

Signer Events

Trisha C. Weber
 pweber@co.shasta.ca.us
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Timestamp

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 Signed: 11/28/2023 1:27:13 PM

Signature Adoption: Pre-selected Style
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In Person Signer Events

Signature

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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

Tracie Neal
 tneal@co.shasta.ca.us
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
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Witness Events

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Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Completed	Security Checked	11/28/2023 1:27:13 PM

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Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Shasta (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 County of Shasta:

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: cao@co.shasta.ca.us

To advise County of Shasta 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 cao@co.shasta.ca.us 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 County of Shasta

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 cao@co.shasta.ca.us 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 County of Shasta

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 cao@co.shasta.ca.us 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 County of Shasta 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 County of Shasta during the course of your relationship with County of Shasta.

Certificate Of Completion

Envelope Id: 2D23B700467A4C949C7F37D4FA0E871A	Status: Completed
Subject: Complete with DocuSign: Mendocino_JRF_Placements (Risk,Coco).pdf	
Source Envelope:	
Document Pages: 20	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michael Flynn
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	, CA 96001
	mflynn@co.shasta.ca.us
	IP Address: 192.159.8.111

Record Tracking

Status: Original	Holder: Michael Flynn	Location: DocuSign
11/28/2023 1:28:58 PM	mflynn@co.shasta.ca.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: County of Shasta	Location: DocuSign

Signer Events

Jenn Rossi
 jrossi@co.shasta.ca.us
 Security Level: Email, Account Authentication (None)

Signature

Completed

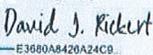
Using IP Address: 192.159.8.102

Timestamp

Sent: 11/28/2023 1:31:34 PM
 Viewed: 11/28/2023 2:08:47 PM
 Signed: 11/28/2023 2:09:00 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/28/2023 2:08:47 PM
 ID: ab6f0b58-eea0-4e42-b5de-05287c80a18c

David J. Rickert
 drickert@co.shasta.ca.us
 County Executive Officer
 County of Shasta
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 E3680A8420A24C8...

Signature Adoption: Pre-selected Style
 Using IP Address: 192.159.8.102

Sent: 11/28/2023 2:09:01 PM
 Viewed: 11/29/2023 12:25:59 PM
 Signed: 11/29/2023 12:26:21 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Tracie Neal
 tneal@co.shasta.ca.us
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/29/2023 12:26:23 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/17/2023 4:43:02 PM
 ID: 6c27eb56-60de-4d25-abd3-179998379fec

Witness Events

Signature

Timestamp

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/28/2023 1:31:34 PM

Certified Delivered

Security Checked

11/29/2023 12:25:59 PM

Signing Complete

Security Checked

11/29/2023 12:26:21 PM

Completed

Security Checked

11/29/2023 12:26:23 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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All notices and disclosures will be sent to you electronically

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To advise County of Shasta 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 cao@co.shasta.ca.us 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 County of Shasta

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 cao@co.shasta.ca.us 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.

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

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