

Contract No. 25C5097

INDEPENDENT CONTRACTOR AGREEMENT
(PREVAILING WAGE NO-BID)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and THE DAVEY TREE EXPERT COMPANY DBA LEWIS TREE SERVICE A DAVEY COMPANY hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: Miscellaneous tree service to include tree removal, tree pruning, and chip and haul brush and wood in in Moran Lake County Park for the County of Santa Cruz Parks, Open Space and Cultural Services Department (hereinafter “the project”). These duties are described in further detail in Attachment A, “Scope of Services”, which is attached hereto and incorporated herein by reference.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$300,000, based on the attached Service Rates Sheet, Attachment B, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month.

If this Contract is for the creation, construction, alteration, repair or improvement of any public structure, building, road or other improvement of any kind and the total compensation payable under this Contract will exceed \$5000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.

3. TERM. The term of this Contract shall be: May 6, 2025 through Project Completion. If this Contract is placed on the County’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. EARLY TERMINATION. COUNTY may terminate this Contract at any time by giving thirty (30) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COUNTY thirty (30) days’ written notice and opportunity to cure, specifying in detail the cause for termination.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.
To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

COUNTY shall provide timely notice to CONTRACTOR of third party claims relating to this Contract, as required by applicable law.

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here: ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Workers’ Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here: _____.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of \$2,000,000 per occurrence and \$2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ _____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the

required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County
Parks, Open Space and Cultural Services
Attn: Parks Fiscal
979 17th Ave
Santa Cruz, CA 95062**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
Parks, Open Space and Cultural Services
Attn: Parks Fiscal
979 17th Ave
Santa Cruz, CA 95062**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY 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 COUNTY has received a waiver of subrogation endorsement from the insurer.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR

and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. ATTACHMENTS. Should a conflict arise between language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

- Attachment A: Scope of Services
- Attachment B: Services Rates Sheet
- Attachment C: Moran Diagram

14. PREVAILING WAGE. This agreement is covered under Prevailing Wage provisions if this section is initialed by COUNTY _____.

This agreement is subject to the Prevailing Wage provisions and provisions relating to certified payroll records and apprenticeship of the Labor Code of California and Department of Industrial Relations regulations. There shall be paid to each worker of the CONTRACTOR, or any of his subcontractors engaged in work on the project, not less than the prevailing wage rate regardless of any contractual relationship that may be alleged to exist between the Contractor or subcontractor of such worker. Holiday and overtime work, when permitted by law, shall be paid at a rate of at least one and one-half (1 ½) times the above specified rate of per diem wages, unless otherwise specified. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold COUNTY harmless against any claims, or demands, or liability arising from failure to comply with all applicable requirements under the Prevailing Wage and related requirements.

15. LICENSE, REGISTRATION, AND CSLB NOTICE. CONTRACTOR shall maintain all required licenses throughout the term of this Contract. CONTRACTOR shall be registered with the

Department of Industrial Relations pursuant to Labor Code section 1725.5. **NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

16. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

17. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any part of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

///

///

///

SIGNATURE PAGE

Contract No. 25C5097

INDEPENDENT CONTRACTOR AGREEMENT
(PREVAILING WAGE NO-BID)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**2. THE DAVEY TREE EXPERT COMPANY
DBA LEWIS TREE SERVICE A DAVEY
COMPANY**

4. COUNTY OF SANTA CRUZ

Signed by:
By: Mike Hernandez 4/30/2025
SIGNED 9F972CF896C04DC...

By: _____
SIGNED

Mike Hernandez
PRINTED

PRINTED

Address: 1500 Brommer Street

Santa Cruz, CA 95062

Telephone: (831) 476-1200

Fax: (831) 476-1207

Email: LEWISTREE@CRUZIO.COM

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:

Signed by:
Gina Occhipinti Borasi 4/29/2025
SIGNED E4EADC5BA53B4DB...
Risk Management

Signed by:
Ann Jackson 4/29/2025
SIGNED 52A16A3EBDCE4CC...
Office of the County Counsel

DISTRIBUTION:

- Parks, Open Space and Cultural Services
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- *Contractor*

THE DAVEY TREE EXPERT COMPANY
DBA LEWIS TREE SERVICE
A DAVEY COMPANY
ATTACHMENT A: SCOPE OF WORK

1. The County is seeking to contract with Lewis Tree Service a Davey Company to enhance the beauty of the Moran Lake area by eliminating overgrown trees.
2. The Contractor will provide professional tree services which will include tree pruning of all identified eucalyptus trees in the North and South Lakeside Areas in Moran Lake County Park (Areas B & C in Attachment C: Moran Diagram) to reduce height and end weight by approximately 25%. Furthermore, the Contractor will provide professional tree services which will include tree removal of all remaining eucalyptus trees on the 40 Moran Way parcel (Area A1 in Attachment C: Moran Diagram).
3. The Contractor will chip and haul all brush and wood off site.
4. The County will identify and convey to Contractor which trees are to be pruned or removed.
5. The County will review monthly invoices and verify work completed prior to payment.

THE DAVEY TREE EXPERT COMPANY
 DBA LEWIS TREE SERVICE
 A DAVEY COMPANY
 ATTACHMENT B: SERVICES RATES SHEET

Labor Rates (per hour)				
	Regular Tree MX (DIR prevailing wage)	Overtime/Emergency	Double Time	Public Works (DIR prevailing wage)
Qualified Tree Worker	\$85.00	\$130.00	\$170.00	\$155.00
Operator	\$90.00	\$135.00	\$180.00	\$200.00
Crane Operator (30 Ton)	\$100.00	\$150.00	\$200.00	\$200.00
Crane Operator (55 Ton)	\$200.00	\$300.00	\$400.00	\$200.00
Machine Fed Chipper Operator	\$120.00	\$180.00	\$240.00	\$200.00
Driver (roll-off truck)	\$95.00	\$140.00	\$190.00	\$140.00
Arborist	\$140.00			

Equipment Rates (per hour)		
Climbing Truck	\$70.00	
Bucket Truck (70')	\$105.00	
Pick-up truck	\$45.00	
Roll-off truck	\$85.00	
Hand Fed Chipper	\$65.00	
Machine Fed Chipper	\$150.00	
30 ton crane	\$175.00	
55 ton crane	\$250.00	
Large Tractor	\$110.00	
Large Mower	\$110.00	
Large Excavator	\$110.00	
Small Excavator	\$90.00	
Stump Grinder	\$110.00	
Airsfade	\$65.00	
Traffic Control: 8 signs, 40 cones	\$50.00	
Light Tower	\$25.00	
String Weed Trimmer	\$25.00	
Cabling Material	\$195.00	

THE DAVEY TREE EXPERT COMPANY
DBA LEWIS TREE SERVICE
A DAVEY COMPANY
ATTACHMENT C: MORAN DIAGRAM

Figure 5 Monarch Butterfly Roost and Windbreak Areas



Imagery provided by Microsoft Bing and its licensors © 2024.

21-11388 Moran Lake Restoration Plan
Fig 4 Management Zones

Certificate Of Completion

Envelope Id: C61FD6EE-1F8B-40B7-AB5F-9804C1439C20

Status: Sent

Subject: Complete with Docusign: 25C5097 Lewis Tree ICA (eSign).pdf

Source Envelope:

Document Pages: 10

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Juan Perez Alvarez

701 Ocean Street

Santa Cruz, CA 95060

Juan.PerezAlvarez@santacruzcountyca.gov

IP Address: 10.103.81.137

Record Tracking

Status: Original

Holder: Juan Perez Alvarez

Location: DocuSign

4/29/2025 2:26:45 PM

Juan.PerezAlvarez@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Signature

Timestamp

Ann Jackson

ann.jackson@santacruzcountyca.gov

Assistant County Counsel

Security Level: Email, Account Authentication
(None)

Signed by:

Ann Jackson
52A16A3EBDCE4CC...

Sent: 4/29/2025 2:38:12 PM

Viewed: 4/29/2025 2:40:14 PM

Signed: 4/29/2025 2:40:35 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 10/16/2024 4:07:03 PM

ID: 91dacd55-7b18-4ac8-8a46-5b525df71978

Gina Occhipinti Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

Gina Occhipinti Borasi
E4EADC5BA53B4DB...

Sent: 4/29/2025 2:40:37 PM

Viewed: 4/29/2025 5:05:06 PM

Signed: 4/29/2025 5:05:42 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.238.8.207

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Mike Hernandez

mike@lewistreeserviceinc.com

district manager

Security Level: Email, Account Authentication
(None)

Signed by:

Mike Hernandez
9F972CF896C04DC...

Sent: 4/29/2025 5:05:43 PM

Viewed: 4/30/2025 6:49:45 AM

Signed: 4/30/2025 5:00:30 PM

Signature Adoption: Pre-selected Style

Using IP Address: 40.128.76.224

Electronic Record and Signature Disclosure:

Accepted: 4/30/2025 6:49:45 AM

ID: f5838ad2-5b30-4f95-a6c4-b1590a549e6f

Jeff Gaffney

Jeff.Gaffney@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/2/2022 10:52:37 AM

ID: 379c46fa-dd0a-4514-b9e9-7d33471d0cf8

Signer Events	Signature	Timestamp
CBD eSignature cbd.esignature@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/20/2024 3:08:48 PM ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7		
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
Juan Perez Alvarez juan.perezalvarez@santacruzcountyca.gov Security Level: Email, Account Authentication (None)		Sent: 4/30/2025 5:00:31 PM
Electronic Record and Signature Disclosure: Accepted: 4/18/2024 10:44:04 AM ID: 68942dad-6eec-43fb-af6d-1593dcefefe8		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2025 2:38:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (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 Santa Cruz:

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: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz 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 nada.algharib@santacruzcounty.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 Santa Cruz

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 nada.algharib@santacruzcounty.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 Santa Cruz

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 nada.algharib@santacruzcounty.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 Santa Cruz 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 Santa Cruz during the course of your relationship with County of Santa Cruz.