



RECIPIENT City of National City	AGREEMENT NUMBER APP-22-188
ADDRESS 1243 National City Blvd. National City, CA 91950	AGREEMENT TERM 04/28/2023 to 05/31/2027 The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Application with Scope of Work	Page(s): 4
Exhibit B – APP General Terms and Conditions	Page(s): 5
Exhibit C – Contact List	Page(s): 1

REIMBURSABLE AMOUNT \$ 60,000
MINIMUM MATCH SHARE REQUIRED \$ 0
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH \$ 60,000

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
AUTHORIZED SIGNATURE <i>Adrienne Winuk</i>	DATE 5/17/2023	AUTHORIZED SIGNATURE <i>Armando Vergara</i>	DATE 5/17/2023
NAME Adrienne Winuk		NAME Armando Vergara	
TITLE Contracts, Grants, and Loans Office Manager		TITLE Acting City Manager	
CALIFORNIA ENERGY COMMISSION ADDRESS 715 P Street, MS 18, Sacramento, CA 95814			

**ATTACHMENT 01
Grant Application Form – EXHIBIT A**

California Automated Permit Processing (CalAPP) Program

1. APPLICANT INFORMATION (REQUIRED)

Jurisdiction Name (please use full legal name as it would appear on the executed grant): The City of National City	
Jurisdiction Type (select one): <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> City and County	
Current Estimated Population State of California Department of Finance Demographics (https://dof.ca.gov/forecasting/Demographics/): <input type="checkbox"/> Less than 50,000 <input type="checkbox"/> From 100,000 to 200,000 <input checked="" type="checkbox"/> From 50,000 to 99,999 <input type="checkbox"/> Greater than 200,000	

Project Manager <i>(serves as point of contact for all communications)</i>	Name	Ben Martinez
	Street Address	1243 National City Blvd.
	City and Zip Code	National City 91950
	Phone Number	(619) 336-4523
	E-Mail Address	bmartinez@nationalcityca.gov

2. FUNDING (REQUIRED)

Assigned Maximum Grant Amount (select <i>one</i>)
<input type="checkbox"/> Group 1 (\$40,000): Population less than 50,000
<input checked="" type="checkbox"/> Group 2 (\$60,000): Population from 50,000 to 99,999
<input type="checkbox"/> Group 3 (\$80,000): Population from 100,000 to 200,000
<input type="checkbox"/> Group 4 (\$100,000): Population greater than 200,000

3. PROJECT INFORMATION (REQUIRED)

A. Online, automated solar permitting platform to be adopted:

SolarAPP+

Other. If selected, complete Section 4 ("Additional Information")

B. Please select allowable budget item(s) anticipated to be used (Select at least one):

Ongoing in-house staff labor costs associated directly with adoption and maintenance of the platform

Ongoing third-party or consultant time associated directly with adoption and maintenance of the platform

Ongoing staff training and education, specific to the platform

Ongoing training events for local installers, specific to the platform

Essential hardware or equipment necessary to support adoption of the platform

Maintenance, such as adding support for energy storage paired with solar energy system permitting, and subscription cost for permit tracking software in support of adopted permitting platform

C. Estimated Project Timeline*

*Enter actual dates if activities already began

Activity	Date (Month/Year)
Begin Development/Pilot	June 2023
Full Adoption	July 1, 2023
Staff Training	June - July 2023
Training for Local Installers	Ongoing from June 2023

4. ADDITIONAL INFORMATION (if applicable)

NOTE: Only complete this section if you implement a platform other than SolarAPP+

Please identify whether the following features are supported by the implemented platform. All features are required for the platform to qualify for funding. CEC staff will verify prior to payment approval.

<p>Performs an automated plan review for residential solar energy systems that completes automatic code compliance checks based on user inputs (such as a contractor), thereby enabling or otherwise issuing permits instantly when the project is confirmed as code compliant, without the need for human review</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Supports online, immediate fee payment once an application is complete, which may include auto-invoicing of permit fee costs</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Supports immediate generation of a permit job card following payment confirmation</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Blocks noncompliant applications from receiving a permit</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>EITHER: 1) Stand-alone permitting tool; OR 2) Integrates with current software and inspection platform already in use</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. REPORTING (REQUIRED)

<p>Following adoption and verification of a qualifying platform, the Energy Commission may request, and the Recipient will provide if requested, annual data on the number of permits issued for solar energy systems and a solar energy system paired with an energy storage system including relevant characteristics of those systems, such as system capacity.</p> <p>Please indicate your acceptance of these terms.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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6. CERTIFICATION (REQUIRED)

- I am authorized to complete and sign this form on behalf of the applicant.
- I authorize the California Energy Commission to make any inquiries necessary to verify the information presented in this application.
- I have read and understand the terms and conditions contained in this solicitation. I accept the terms and conditions contained in this solicitation on behalf of the applicant, and the applicant is willing to enter into an agreement with the Energy Commission to conduct the proposed project according to the terms and conditions without negotiation.
- I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Authorized Representative:	Ben Martinez
Title:	Acting Community Development Director
Phone Number:	(619) 336-4249
E-mail Address:	bmartinez@nationalcityca.gov
Date:	April 26, 2023
Signature of Authorized Representative:	

NOTE: Do not overlap signature with surrounding border lines.

California Automated Permit Processing (CalAPP) Program

ATTACHMENT 2 – Terms and Conditions

Added language appears in **bold underlined** font and deleted language appears in strikethrough and within square brackets.

1. **Background and Authority for this Grant**

California Senate Bill 129 (2021) included an appropriation to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

2. **Documents Incorporated by Reference and Priority**

Incorporated by reference into this agreement are the following documents:

- A. Grant Funding Opportunity (GFO) 21-402.
- B. Recipient's application to CalAPP.

As between and the incorporated documents and the remainder of this Agreement, the rest of this Agreement takes priority in case of a conflict.

3. **Budget, Invoices, and Payments**

- a) The CEC is only obligated to reimburse the Recipient for paid costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.
- b) Recipient acknowledges that the funds under this Agreement have a liquidation date of June 30, 2027, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by March 30, 2027, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by March 30, 2027, for all amounts due under this Agreement.

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement after successful adoption of a qualifying solar permitting platform as verified by the CEC, but no more frequently than monthly. Recipient must use the CAM provided template invoice spreadsheet.

- c) If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.
- d) Unallowable costs include:
 - Software not related to the adoption of a qualifying online, automated permitting platform.

- Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.
- Typically excluded items such as food and beverages.
- Advertising costs.
- Fines and penalties.
- Permit processing fees charged by operator of an online platform.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

4. Certification

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its CalAPP project in compliance with this Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

5. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

6. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply and will ensure its subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following

has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements of the Act.

[By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) ~~Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).~~
- 2) ~~Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:~~
 - ~~The dangers of drug abuse in the workplace;~~
 - ~~The person's or organization's policy of maintaining a drug-free workplace;~~
 - ~~Any available counseling, rehabilitation, and employee assistance programs; and~~
 - ~~Penalties that may be imposed upon employees for drug abuse violations.~~
- 3) ~~Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:~~
 - ~~Will receive a copy of the company's drug-free policy statement; and~~
 - ~~Will agree to abide by the terms of the company's statement as a condition of employment on the project.]~~

~~In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.~~

7. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

8. Accounting and Audit

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient

agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 16. Access to Sites and Records.

9. Public Works

The Recipient is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. Recipient acknowledges acceptance of Agreement funds may trigger public works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing wages, applying to its entire project. If the project is public works then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, Recipient certifies that it shall comply with all applicable Public Works laws and requirements.

10. Intellectual Property

As between the Recipient and the CEC, the Recipient owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce all intellectual property, such as the products identified in Section 2. above, for governmental purposes the Recipient or its subcontractors create under this agreement. The Recipient shall include a provision securing these rights for the CEC in all of its subcontractor agreements related to performance of this Agreement.

11. Amendment

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

12. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

13. Independent Capacity

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

14. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

15. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

16. Access to Sites and Records

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8. Accounting and Audit.

17. Termination Without Cause

The CEC may terminate this Agreement without cause upon giving written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

18. Third-Party Beneficiary

The Recipient shall in every subcontract under this Agreement include a provision indicating the CEC is a third-party beneficiary to the agreement.

19. Survival of Terms

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 8. Accounting and Audit
- 9. Public Works
- 10. Intellectual Property
- 12. Governing Law
- 14. Severability
- 15. Waiver
- 16. Access to Sites and Records
- 18. Third-Party Beneficiary

Exhibit C CONTACT LIST

California Energy Commission	Recipient
<p>Commission Agreement Manager:</p> <p>Lucio Hernandez California Energy Commission 716 P Street, MS-45 Sacramento, CA 95814 Phone: (916) 477-1799 e-mail: Lucio.Hernandez@energy.ca.gov</p>	<p>Project Manager:</p> <p>Ben Martinez City of National City 1243 National City Blvd. National City, CA, 91950 Phone: (619) 336-4523 e-mail: bmartinez@nationalcityca.gov</p>
<p>Confidential Deliverables/Products</p> <p>California Energy Commission Contracts, Grants, and Loans Officer 715 P Street MS-18 Sacramento, CA 95814</p>	<p>Administrator:</p> <p>Rhonda Huth City of National City 1243 National City Blvd. National City, CA, 91950 Phone: (619) 336-4249 e-mail: rhuth@nationalcityca.gov</p>
<p>Invoices, Progress Reports and Non-Confidential Deliverables to:</p> <p>California Energy Commission Accounting Officer 715 P Street MS-2 Sacramento, CA 95814</p> <p>Email PDF of Payment Request invoice packet to: invoices@energy.ca.gov</p>	<p>Accounting Officer:</p> <p>Molly Brennan The City of National City 1243 National City Blvd. National City, CA, 91950 Phone: (619) 336-4265 e-mail: mbrennan@nationalcityca.gov</p>
<p>Legal Notices:</p> <p>Tatyana Yakshina Grants Manager 715 P Street MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: tatyana.yakshina@energy.ca.gov</p>	<p>Recipient Legal Notices:</p> <p>Barry Schultz City of National City 1243 National City Blvd. National City, CA, 91950 Phone: (619) 336-4222 e-mail: bschultz@nationalcityca.gov</p>


Certificate Of Completion

Envelope Id: 6A52EFC4EFA841D6A8D0C006AB0BC15C	Status: Completed
Subject: Complete with DocuSign: Final Distribution APP-22-188 City of National City.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Enrico Palo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11493 Sunset Hills Road Suite 100
	Suite 100
	Reston, VA 20190
	Enrico.Palo@energy.ca.gov
	IP Address: 134.186.116.117

Record Tracking

Status: Original	Holder: Enrico Palo	Location: DocuSign
5/12/2023 3:24:06 PM	Enrico.Palo@energy.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Energy Resources Conservation and Development Commission	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Armando Vergara AVergara@nationalcityca.gov Acting City Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.188.214.210	Sent: 5/16/2023 2:21:11 PM Viewed: 5/17/2023 9:05:37 AM Signed: 5/17/2023 9:06:53 AM

Electronic Record and Signature Disclosure:
Accepted: 5/17/2023 9:05:37 AM
ID: 43495322-8be9-4a61-a150-0a138f5894c2

Adrienne Winuk adrienne.winuk@energy.ca.gov Energy Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 134.186.116.117	Sent: 5/17/2023 9:06:57 AM Viewed: 5/17/2023 9:29:53 AM Signed: 5/17/2023 9:29:58 AM
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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

Barry Schultz BSchultz@nationalcityca.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 12.188.214.210	Sent: 5/12/2023 3:37:35 PM Viewed: 5/16/2023 2:21:10 PM
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Electronic Record and Signature Disclosure:

Certified Delivery Events	Status	Timestamp
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Accepted: 5/16/2023 2:21:10 PM
ID: d22100eb-9374-4ed1-82f1-9ac50df9145b

Carbon Copy Events	Status	Timestamp
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Rhonda Huth
rhuth@nationalcityca.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/17/2023 9:06:55 AM
Viewed: 5/17/2023 12:48:51 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lucio Hernandez
lucio.hernandez@energy.ca.gov
Energy
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/17/2023 9:06:56 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/12/2023 3:37:36 PM
Certified Delivered	Security Checked	5/17/2023 9:29:53 AM
Signing Complete	Security Checked	5/17/2023 9:29:58 AM
Completed	Security Checked	5/17/2023 9:29:58 AM

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

From time to time, Energy Resources Conservation and Development Commission (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 Energy Resources Conservation and Development Commission:

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: don.davis@water.ca.gov

To advise Energy Resources Conservation and Development Commission 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 don.davis@water.ca.gov 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 Energy Resources Conservation and Development Commission

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 don.davis@water.ca.gov 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 Energy Resources Conservation and Development Commission

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 don.davis@water.ca.gov 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 Energy Resources Conservation and Development Commission 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 Energy Resources Conservation and Development Commission during the course of your relationship with Energy Resources Conservation and Development Commission.