

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Jesus Nunez Navarro dba Zenunart _____,

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Design artwork for the County's mobile office van, with the finished design provided in digital vector format and/or high-resolution files suitable for large-scale reproduction.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 4,000.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Auto Insurance Waiver

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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~~**Auto Liability Coverage:** must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.~~

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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~~**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.~~

(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Jesus Nunez Navarro
Upon Execution - 12/31/26
Agreement Amount: \$4,000

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Jesus Nunez Navaro
Upon Execution - 12/31/26
Agreement Amount: \$4,000

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

Initial
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~~10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY
Jennifer Rivas
Name
Management Analyst, II
Title
1270 Natividad Rd. Salinas, Ca. 93906
Address
831.755.4312
Phone

FOR CONTRACTOR
Jesus Nunez Navarro
Name
Visual Artist
Title
1421 Pisa Cir Salinas, CA 93905
Address
831-297-0165
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

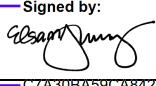
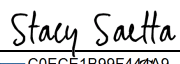
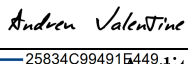
17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	
By:	Chief Contracts & Procurement Officer
By: 	Signed by: C7A30BA59CA8423 Department Head (if applicable)
Date: 6/26/2026 2:02 PM PDT	
Approved as to Form Office of the County Counsel, ¹ Susan K. Blitch, County Counsel DocuSigned by:	
By: 	Stacy Saetta COECE1B99F447A8 County Counsel
Date: 5/20/2026 12:31 PM PDT	
Approved as to Fiscal Provisions ²	
By: 	Signed by: 25834C9949154491 Auditor/Controller Auditor-Controller Analyst I
Date: 5/20/2026 3:45 PM PDT	
Reviewed as to Liability Provisions ³ Office of the County Counsel-Risk Management DocuSigned by:	
By: 	David Bolton, Risk Manager 3E7A6EF11DD8446
Date: 5/20/2026 3:51 PM PDT	

CONTRACTOR	
Jesus Nunez Navarro dba Zununart	
Contractor/Business Name*	
By:	(Signature of Chair, President, or Vice-President)
	Signed by: 27B2615DDFEE46C...
Jesus Nunez Navarro	Visual Artist
Name and Title	
Date:	
By:	
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)	
Name and Title	
Date:	

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND JESUS NUNEZ NAVARRO DBA ZENUNART

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “County”) and **JESUS NUNEZ NAVARRO DBA ZENUNART** (hereinafter “CONTRACTOR”). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. **Paragraph 10.05, Royalties and Inventions.** Paragraph 10.05 to the Agreement is hereby amended, retitled, and restated to read in its entirety as follows:

“10.05. Exclusive, Perpetual Licenses Granted:

- a. **Exclusive, Perpetual Royalty-Free Licenses Granted.** COUNTY is hereby granted the following exclusive, perpetual license concerning the Artwork, subject to the terms and conditions outlined in this Agreement:
 - i. **Exclusive, Perpetual Royalty-Free License to Display on Mobile Van:** COUNTY shall have an exclusive, perpetual, irrevocable, royalty-free license, fully paid-up and worldwide, to reproduce, display, and use the Artwork on a County-owned mobile office van. This license includes, but is not limited to, the use of the Artwork as a primary visual element on the exterior of the van for promotional, public outreach, community, and artistic purposes.
 - ii. **Exclusive, Perpetual Royalty-Free License to Use Digital Copies:** COUNTY shall have an exclusive, perpetual, irrevocable, royalty-free license, fully paid-up and worldwide, to create, reproduce, and use digital copies of the Artwork, including a license to exploit the Artwork in digital form. “Digital form” includes, but is not limited to, digitization of the Artwork (as by scanning), transmission of the Artwork in analog form that is later converted to digital information, storage of the Artwork in digital form, recreation of the Artwork through output to peripheral devices such as, digital cameras, analog cameras, CD-ROM, DVD, flash storage devices, masters, laser discs, and digital video masters, and transmission or download on local area networks, metropolitan area networks, and wide area networks. This license encompasses the use of digital copies for

Jesus Nunez Navarro dba Zenunart
Addendum No. 1

Term: Upon Execution – 12/31/2026
Total Agreement Amount: \$4,000

promotional activities, advertising, social media campaigns, and any other digital platforms deemed appropriate by COUNTY.

iii. **Additional Exclusive, Perpetual Royalty-Free Licenses:** COUNTY shall have an exclusive, perpetual, irrevocable, royalty-free license, fully paid-up and worldwide, to utilize the Artwork in any other manner that may be reasonably associated with the exclusive, perpetual royalty-free licenses to display the Artwork on a County-owned mobile office van and to use digital copies of the Artwork. This includes, but is not limited to, the following:

- The license to reproduce the Artwork in print media, including brochures, flyers, and posters, for communications and public outreach.
- The license to incorporate the Artwork into merchandise and promotional items, such as clothing, accessories, and other products, for sale, distribution, or other for purposes deemed appropriate by COUNTY.
- The license to display the Artwork at various events, including community events, health fairs, and other occasions.

iv. **Term and Termination of Exclusive, Perpetual Royalty-Free Licenses:** The exclusive licenses granted under Paragraph 10.05 to this Agreement shall commence on the Effective Date of this Agreement and shall continue for the period as defined in Paragraph 10.05(c), Survival Clause, to this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

b. **Waiver of Moral Rights.**

- i. CONTRACTOR acknowledges that the Artwork will be applied to or incorporated into a motor vehicle owned by COUNTY, which is a utilitarian object subject to repainting, replacement, alteration, or destruction in the course of its use, maintenance, or disposition. To the fullest extent permitted by law, CONTRACTOR hereby waives any and all rights of attribution and integrity, and any other rights arising under the Visual Artists Rights Act of 1990 (17 U.S.C. § 106A), the California Art Preservation Act (Cal. Civ. Code §§ 987–989), or any other doctrine of moral rights or similar law, in connection with the Artwork.
- ii. CONTRACTOR expressly agrees that COUNTY may, at its sole discretion, modify, repair, relocate, remove, paint over, replace, or destroy the Artwork, in whole or in part, without the consent of CONTRACTOR and without liability to CONTRACTOR. CONTRACTOR further waives any claim against COUNTY, its officers, agents, employees, or contractors arising from such modification or destruction.

Jesus Nunez Navarro dba Zenunart
Addendum No. 1
Term: Upon Execution – 12/31/2026
Total Agreement Amount: \$4,000

- iii. CONTRACTOR acknowledges and agrees that COUNTY shall have the unrestricted right to use, modify, reproduce, distribute, and publicly display the Artwork in any manner and for any purpose, without any obligation to attribute the Artwork to CONTRACTOR or to maintain the integrity of the Artwork as originally created.
 - iv. CONTRACTOR further agrees that this waiver of moral rights is made with full knowledge and understanding of the rights being waived and that CONTRACTOR has had the opportunity to seek independent legal advice regarding this waiver.
 - v. This waiver shall be binding upon CONTRACTOR and CONTRACTOR's heirs, successors, and assigns, and shall inure to the benefit of COUNTY and its successors and assigns.
- c. **Survival Clause:** Upon the termination or expiration of this Agreement, the following provisions shall survive and continue in full force and effect:
- i. **Indemnification:** The indemnification obligations set forth in Section 8.0 of this Agreement shall survive termination or expiration of this Agreement.
 - ii. **Insurance:** The insurance obligations set forth in Section 9.0 of this Agreement shall survive termination or expiration of this Agreement.
 - iii. **Exclusive, Perpetual Royalty-Free Licenses:** The exclusive, perpetual, irrevocable, royalty-free licenses to reproduce and display the Artwork on a County-owned mobile van, in digital media, and for the additional exclusive uses, as set forth in Paragraph 10.05(a), Perpetual Royalty-Free Licenses Granted, shall survive termination or expiration of this Agreement for any reason. COUNTY may continue to use the Artwork indefinitely without further approval or payment to CONTRACTOR. COUNTY shall have the right, in its own name and at its sole expense, to enforce such rights against any third party, including the right to bring infringement actions and to settle, release, or compromise such claims without further consent of CONTRACTOR. CONTRACTOR shall not exercise, license, or authorize others to exercise the licenses herein.
 - iv. **Governing Law and Dispute Resolution:** The provisions regarding governing law and dispute resolution shall survive termination or expiration of this Agreement.
 - v. This Survival Clause is intended to ensure that the essential rights and obligations of the parties are preserved beyond the termination or expiration of this Agreement, thereby protecting the interests of both parties in relation to the Artwork.
- d. **Warranties.** CONTRACTOR represents and warrants that:

Jesus Nunez Navarro dba Zenunart
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- i. The Artwork is original and does not infringe the rights of any third party;
- ii. CONTRACTOR has full authority to assign or license rights as provided herein; and
- iii. No liens, claims, or encumbrances exist on the Artwork.

e. Standard Portfolio Use; Credit.

- i. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR shall have the limited, non-exclusive, perpetual, worldwide, royalty-free right to display and reproduce the final design of the Artwork solely for the professional presentation of CONTRACTOR's work, including on CONTRACTOR's portfolio materials, website, social media, pitch decks, case studies, award submissions, and similar professional self-promotional uses, and to identify and be credited as the designer of the Artwork, in each case without requiring COUNTY's prior approval, provided that no confidential or sensitive information of COUNTY is disclosed and no endorsement by COUNTY is stated or implied.
- ii. CONTRACTOR's exercise of the foregoing rights shall not limit, impair, or derogate from COUNTY's exclusive licenses and rights granted under this Paragraph 10.05, and shall not authorize CONTRACTOR to license or authorize any third party to exploit the Artwork beyond the standard portfolio uses described in subsection (e)(i).
- iii. At COUNTY's reasonable written request, CONTRACTOR shall include a customary credit line identifying COUNTY as the commissioning entity in proximity to any display of the Artwork in CONTRACTOR's professional materials, and shall promptly correct or remove any use that COUNTY reasonably determines misstates COUNTY's role or implies COUNTY's endorsement.
- iv. The County will make reasonable efforts, where practical, to identify CONTRACTOR as the designer of the artwork in public-facing uses. Including but not limited to digital media, printed materials, and promotional content, provided that such attribution does not interfere with the COUNTY's design, formatting, or operational requirements.

***** *Signature Page to Follow* *****

Jesus Nunez Navarro dba Zenunart
Addendum No. 1
Term: Upon Execution – 12/31/2026
Total Agreement Amount: \$4,000

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Jesus Nunez Navarro dba Zenunart

Approved:

Signed by:

By: Jesus Nunez Navarro
(Signature of Chair, President, or Vice-President)

Jesus Nunez Navarro Visual Artist

Name and Title

Date: 5/19/2026 | 12:29 PM PDT

Approved:

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:

By: Stacy Saetta Stacy Saetta
(Signature of Chief Deputy County Counsel)

Chief Deputy County Counsel

Date: 5/20/2026 | 12:31 PM PDT

Approved as to Financial Terms:

DocuSigned by:

By: Andrew Valentine Andrew Valentine
(Signature of Auditor/Controller Analyst I)

Auditor/Controller Analyst I

Date: 5/20/2026 | 3:45 PM PDT

Approved:

Signed by:

By: [Signature]
(Signature of Director of Health Services)

Director of Health Services

Date: 6/26/2026 | 2:02 PM PDT

Approved:

By: _____
County Purchasing Agent

Date: _____

Jesus Nunez Navarro dba Zenunart
Addendum No. 1
Term: Upon Execution – 12/31/2026
Total Agreement Amount: \$4,000

EXHIBIT A

**To Agreement by and between
The County of Monterey, on behalf of Monterey County Health Department
("COUNTY")**

AND

Jesus Nunez Navaro dba Zenunart ("CONTRACTOR")

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff to perform all things necessary for, or incidental to, the completion of the signage project for the Monterey County Health Department, as set forth below:

Design artwork for the County's mobile office van, with the finished design provided in digital vector format and/or high-resolution files suitable for large-scale reproduction. The design shall be adaptable for use across additional marketing and outreach materials, including print, digital, and high-definition applications, and provided in formats appropriate for use by the County of Monterey Health Department's various bureaus as requested.

A.2 Design & Proofing efforts include but are not limited to the following:

1. CONTRACTOR shall develop a unique design concept in collaboration with the COUNTY to reflect the mission, branding, and community-focused nature of the mobile office van(s).
2. CONTRACTOR shall provide design mockups for review and feedback before final approval.
3. Upon final design approval, CONTRACTOR shall provide design in digital vector format and/or high resolution within 14 business days. Any delays to the agreed upon timeline shall be communicated to COUNTY accordingly.

A.3 Artwork Application to include but are not limited to the following:

1. CONTRACTOR shall also participate in meetings with the vendor responsible for applying the design on the van and make adjustments to the artwork as

Zununart – Jesus Nunez Navarro

Exhibit A

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NTE: \$4,000

needed based on recommendations provided by the vendor performing the application.

A.4 Preparation efforts include but are not limited to the following:

CONTRACTOR shall participate in meetings with designated representatives of the Health Department to review design ideas and project needs as part of the design development process. Design plans must be approved by the Health Department designee.

All written reports required under this Agreement must be delivered in accordance with the schedule above, to:

Juanita Sanders, Management Analyst II
Monterey County Health Department – Administration
sandersjm@countyofmonterey.gov

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$4,000** during the term of this Agreement, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. CONTRACTOR'S compensation for services rendered shall be based on each specific quote provided and approved by COUNTY.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

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Invoices shall be emailed directly to: hdadminfinance@countyofmonterey.gov
Cc: rivasj@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Administration OOE
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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NTE: \$4,000

EXHIBIT B – WAIVER OF COVERAGE

I, Jesus Nunez Navarro, (Authorized Signatory Name) of
Jesus Nunez Navarro (Contractor), request permission to waive
the following contractual insurance requirements of the County of Monterey.

PLEASE CHECK ALL REQUESTED INSURANCE COVERAGE WAIVERS:

- ☒ (1) Worker's Compensation, in state statutory amounts, with Employer's Liability Coverage with limits of not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease. Company does not have employees as defined by the California Labor Code.
- ☒ (2) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 per occurrence for bodily injury and property damage. Company does not own autos, and/or autos will not be used in the scope of work.
- ☐ (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 per occurrence for bodily injury and property damage. Company does not own autos, however, owner will use personal auto and provide coverage with limits not less than \$300,000 per occurrence.

PLEASE NOTE: ANY FALSE REPRESENTATION, INCLUDING FAILURE TO IMMEDIATELY NOTIFY THE COUNTY OF MONTEREY IN WRITING OF ANY CHANGE IN THE ABOVE LISTED INFORMATION, IS CONSIDERED A BREACH OF CONTRACT.

Based on the above, the Risk Representative's signature below will indicate approval of a waiver of the insurance requirements specified.

CONTRACTOR:

Signed by:
Jesus Nunez Navarro Jesus Nunez Navarro
27B2015BDFEE40C...
5/19/2026 | 12:29 PM PDT

AUTHORIZED SIGNATURE

DocuSigned by:
David Bolton
3E7A8EF11D8446...
PRINT NAME: David Bolton
Risk Manager
DATE: 5/20/2026 | 3:51 PM PDT

END EXHIBIT B



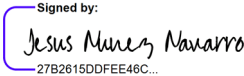
Certificate Of Completion

Envelope Id: 769C6AC6-C619-86B4-8368-E0F3DC668BE3		Status: Completed
Subject: Docusign: Jesus Nunez Navaro (Zenunart) AGM_(FINAL DRAFT)		
Source Envelope:		
Document Pages: 20	Signatures: 3	Envelope Originator:
Certificate Pages: 4	Initials: 3	Juanita Sanders
AutoNav: Enabled		sandersjm@countyofmonterey.gov
Envelopeld Stamping: Enabled		IP Address: 192.92.176.113
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		

Record Tracking

Status: Original	Holder: Juanita Sanders	Location: DocuSign
5/14/2026 3:56:04 PM	sandersjm@countyofmonterey.gov	
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events	Signature	Timestamp
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Jesus Nunez Navaro	Signed by:  27B2615DDFEE46C...	Sent: 5/14/2026 4:33:46 PM
zenunart@gmail.com		Viewed: 5/18/2026 1:31:12 PM
Visual Artist		Signed: 5/19/2026 12:29:57 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 2601:642:c300:b580::373	

Electronic Record and Signature Disclosure:
Accepted: 5/18/2026 1:31:12 PM
ID: e27be3f9-9fc2-4db1-a7d5-60038435c929

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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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	5/14/2026 4:33:46 PM
Certified Delivered	Security Checked	5/18/2026 1:31:12 PM
Signing Complete	Security Checked	5/19/2026 12:29:57 PM
Completed	Security Checked	5/19/2026 12:29:57 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Health (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 Health:

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: urenael@co.monterey.ca.us

To advise Health 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 urenael@co.monterey.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 Health

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 urenael@co.monterey.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 Health

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 urenael@co.monterey.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 Health 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 Health during the course of your relationship with Health.