

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$100,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **BIOS HEALTH LTD**, a British corporation authorized to do business in California (referred to herein as "BIOS").

RECITALS

WHEREAS, in line with the CITY's Economic Development Strategic Plan adopted by City Council on September 14, 2021, the Economic and Community Development (ECD) Department desires to position Bakersfield as a destination for innovation and promote the retention, transition and advancement of the region's traditional mainstay industries; and

WHEREAS, BIOS has submitted to CITY a timeline of goals, consisting of a case study and a commercial hub proposal, identifying the need for a commercial hub in North America; and

WHEREAS, on January 24, 2024, CITY entered into Agreement No. 2024-034 with BIOS in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (**\$250,000**) to facilitate the expansion of its overall business operations to Bakersfield, California, secure other investments, advance strategic partnerships such as local hospitals; and

WHEREAS, BIOS has created a local presence and has been collaborating with Dignity Health and California State University of Bakersfield for the development and growth of the Precision Medicine Initiative (PMI) to support broader ecosystem and workforce development efforts in Bakersfield, as more specifically described in **Exhibit "A,"** attached hereto and incorporated by reference herein; and

WHEREAS, CITY's support and collaboration with BIOS will accelerate the CITY's broader economic development goals through fundamental innovation and research and development; and

WHEREAS, the CITY desires to utilize Public Safety and Vital Services (PSVS) Measure funds to reimburse costs of business expansion and development assistance to BIOS; and

WHEREAS, CITY's assistance to BIOS is consistent with PSVS Community Priority No. 11, concerning job creation through economic development, business retention, attraction and development of BIOS's workforce development; and

WHEREAS, BIOS has also provided a proposal for their projected West Coast PMI job creation, as more specifically described in **Exhibit "B,"** attached hereto and incorporated by reference herein; and

WHEREAS, CITY desires to jointly position Bakersfield and BIOS as global leaders in the neural and artificial intelligence space; and

WHEREAS, CITY desires to further assist BIOS by contributing to the expansion of BIOS's operations to Bakersfield and the development of BIOS's West Coast clinical and commercial hub in Bakersfield; and

WHEREAS, BIOS represents that BIOS is experienced, well qualified and a specialist in the field of neuroscience, machine learning and artificial intelligence, hardware and software engineering, and medicine; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and BIOS mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), BIOS shall perform the following: the establishment of a Precision Medicine Initiative in Bakersfield, as more particularly described in **Exhibit "A,"** attached hereto and incorporated by reference herein ("Scope of Work").
2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay BIOS as follows for performing the Scope of Work ("Compensation"):
 - 2.1 Fees shall be paid in four (4) quarterly installments of SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS **(\$62,500)** for a total compensation of TWO HUNDRED FIFTY THOUSAND DOLLARS **(\$250,000)**, in accordance with the outline of goals.

CITY will pay BIOS within 30 days after BIOS submits an itemized invoice in accordance with the Scope of Work and that invoice is approved by CITY. The Compensation will be the total amount paid to BIOS for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs

and taxes. CITY will pay no other compensation to BIOS. In no case will CITY compensate BIOS more than TWO HUNDRED FIFTY THOUSAND DOLLARS **(\$250,000)** for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 2026.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** BIOS shall, at BIOS's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for BIOS's performance of the Scope of Work as an independent contractor. BIOS is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with BIOS other than that of an independent contractor.
7. **DIRECTION.** BIOS retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** BIOS will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** BIOS shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** BIOS shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. BIOS shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once

the key personnel are approved, BIOS shall not change such personnel without CITY's written approval, which will not be unreasonably withheld.

11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** BIOS shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for BIOS to practice its profession and perform the Scope of Work. If BIOS is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If BIOS is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of BIOS's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
16. **INSURANCE.**

16.1 Types and Limits of Insurance. In addition to any other insurance or

security required under this Agreement, BIOS must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement; and

16.1.2.2 Provide products and completed operations coverage; and

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, BIOS must submit to CITY the following certification before beginning any work:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of

the work of this contract.

By executing this Agreement, BIOS is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

- 16.2.1** All policies required of BIOS must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, BIOS may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of BIOS must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of BIOS's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

16.2.5 Full compensation for all premiums which the BIOS is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

16.2.6 It is further understood and agreed by BIOS that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by BIOS in connection with this Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for BIOS, and all subcontractors must agree in writing to be bound by the provisions of this section.

17. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify BIOS of third party claims relating to this Agreement. CITY shall be allowed to recover from BIOS, and BIOS shall pay on demand, all costs of notification.

18. INDEMNITY. BIOS shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by BIOS or BIOS's employees, agents, independent BIOS's, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law)

may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

20. **ACCOUNTING RECORDS.** BIOS shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at BIOS's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity

of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

- 28. INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- 29. MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- 30. NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- 31. NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY: CITY OF BAKERSFIELD
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301**

**BIOS: BIOS HEALTH LTD
8 Bateman Mews
Cambridge
CB2 1NN
Cambridge, UK**

- 32. RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- 33. TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by BIOS pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

34. TAX NUMBERS.

BIOS's Federal Tax ID Number _____

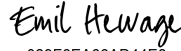
BIOS is a corporation? Yes _____ No _____
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"BIOS"
BIOS HEALTH LTD

By: _____
KAREN GOH
Mayor

Signed by:

By: _____
EMIL HEWAGE
Chief Executive Officer

[Additional Signatures on Following Page]

APPROVED AS TO CONTENT:
**ECONOMIC AND COMMUNITY DEVELOPMENT
DEPARTMENT**

DocuSigned by:
By: Jennifer M. Byers
B8BFEC5FD685486...
JENNIFER M. BYERS
Economic and Community
Development Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
City Attorney

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachments: Exhibit "A" – West Coast Hub
 Exhibit "B" – Proposed West Coast Team Growth

Exhibit "A"



West Coast Hub

2025-26 Plan for Establishing a Clinical & Commercial Hub in Bakersfield, CA, USA

	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026
City of Bakersfield Award	N/A	\$150k	\$33.3k	\$33.3k	\$33.3k
Main Goals	N/A	<ul style="list-style-type: none"> • Support California State University, Bakersfield with fundraising and development of Precision Medicine Initiative (PMI). • Support planning of "Unbound" Capital Summit. • Advise on site plans for PMI. 	<ul style="list-style-type: none"> • Advance discussions and applications with State and County incentive programs. • Develop HR strategy for clinical and administrative positions. • Convene institutional capital and acclaimed entrepreneurs in Bakersfield. 	<ul style="list-style-type: none"> • Secure equipment and space improvements for PMI.* • Present and facilitate at Unbound. • Outline and begin fundraising for long-term West Coast Precision Medicine Hub. 	<ul style="list-style-type: none"> • Activate PMI* • Begin staffing and operations for development of larger Precision Medicine Hub.

*Purchase of Equipment and Activation of PMI contingent on successful completion of fundraising and program development by PMI partnership.

Exhibit “B”



Proposed West Coast Team Growth*
2025-27 Plan for Job Growth

Year	New West Coast Related Roles	Description	Total Team (End of Year)
2025	3+1	3 x directly involved initial team (PT, Remote)	4
2026	3	1x Admin, 1x Business Development, 1x Clinical Product Support	7
2027	4	1x Clinical Product Lead, 1 x Clinical Trial Support, 2x Clinical Product Support	11

*Subject to the availability of suitable funding.

Certificate Of Completion

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Subject: Complete with Docusign: BIOS Agreement_Final.pdf

Source Envelope:

Document Pages: 13

Certificate Pages: 5

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Envelope Originator:

City Clerk's Office

city_clerk@bakersfieldcity.us

IP Address: 174.46.226.5

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5/14/2025 2:29:00 PM

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city_clerk@bakersfieldcity.us

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Location: DocuSign

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Signer Events

Emil Hewage

emil@bios.health

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Emil Hewage
029F8EA68AD44E8...

Signature Adoption: Pre-selected Style

Using IP Address: 86.143.255.46

Timestamp

Sent: 5/14/2025 2:34:38 PM

Viewed: 5/15/2025 1:33:51 AM

Signed: 5/15/2025 1:34:38 AM

Electronic Record and Signature Disclosure:

Accepted: 5/15/2025 1:33:51 AM

ID: 8be49284-8eb9-49f0-8d61-610233782aee

Jennifer M. Byers

jbyers@bakersfieldcity.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Jennifer M. Byers
B8BFEC5FD685486...

Signature Adoption: Pre-selected Style

Using IP Address: 174.46.226.5

Sent: 5/15/2025 1:34:39 AM

Viewed: 5/19/2025 8:12:41 AM

Signed: 5/19/2025 8:12:54 AM

Electronic Record and Signature Disclosure:

Accepted: 5/26/2023 10:13:24 AM

ID: ab9ab9e6-74d8-43a0-b6e5-e1f3271042ea

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/14/2025 2:34:39 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	5/19/2025 8:12:41 AM
Signing Complete	Security Checked	5/19/2025 8:12:54 AM
Completed	Security Checked	5/19/2025 8:12:54 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bakersfield (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 City of Bakersfield:

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: City_clerk@bakersfieldcity.us

To advise City of Bakersfield 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 City_clerk@bakersfieldcity.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 City of Bakersfield

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 City_clerk@bakersfieldcity.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 City of Bakersfield

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 City_clerk@bakersfieldcity.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 City of Bakersfield 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 City of Bakersfield during the course of your relationship with City of Bakersfield.