

**INTERGOVERNMENTAL AGREEMENT FOR HOUSING OF WASHINGTON COUNTY ADULTS IN CUSTODY IN THE YAMHILL COUNTY CORRECTIONS FACILITY**

THIS AGREEMENT (“Agreement”) is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Sheriff’s Office, hereinafter referred to as “Yamhill County”, and WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its Sheriff’s Office, hereinafter referred to as “Washington County”.

**RECITALS**

WHEREAS, Yamhill County and the Washington County are both units of local governments; and

WHEREAS, ORS 190.010 permits a unit of local government to enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that the agency has authority to perform; and

WHEREAS, Washington County requires the performance of certain services described herein related to the housing of pre-trial and sentenced adults in custody, and Yamhill County agrees to perform all services described herein to provide a humane and secure environment to house Washington County adults in custody; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, it is hereby agreed by the parties as follows:

**AGREEMENT**

**A. TERM**

This Agreement shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties, or on **September 30, 2023**, whichever is later, and the term of this Agreement shall terminate on **June 30, 2024**, unless otherwise terminated as provided herein.

**B. COMPENSATION AND PAYMENT**

1. **BASE RATE.** Washington County shall pay Yamhill County at the rate of \$98.00 per day per Washington County adult in custody (AIC or “AICs”) housed by Yamhill County under this Agreement at its Yamhill County Correctional Facility (“YCCF”), including providing basic medical and food services, and for performing the deliverables required of Yamhill County under this Agreement. Washington County shall pay undisputed invoices within thirty (30) days after an invoice has been received and reviewed by the authorized Washington County representative; additional time for payment may be required for any disputed invoices as set forth below.
2. **OTHER COSTS.** In addition to the base rate, and in accordance with Exhibit A, attached hereto and incorporated herein by this reference, Washington County shall pay upon demand any sums otherwise required by this Agreement, including but not limited to the costs of court appearances or emergency services (e.g., medical, dental, or psychological services) including transportation

BO.23-371

costs for all such services. Charges for additional services shall be billed monthly and paid by Washington County within thirty (30) days of the receipt of the invoice.

**C. SERVICES**

Yamhill County agrees to perform the services as further detailed and described in Exhibit A.

**D. INDEPENDENT CONTRACTOR**

Washington County and Yamhill County are independent contractors and not employees of or agents of each other. Neither party shall be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the other party. Control of Yamhill County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by Yamhill County. Allegations of misconduct by Yamhill County employees or contractors shall be investigated in accordance with Yamhill County policy. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

**E. REPRESENTATIONS AND WARRANTIES**

1. WASHINGTON COUNTY REPRESENTATIONS AND WARRANTIES. Washington County represents and warrants to Yamhill County that:
  - a. Washington County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
  - b. Washington County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
  - c. The making and performance by Washington County of this Agreement: (a) has been duly authorized by all necessary action of Washington County; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any Washington County ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Washington County is party or by which Yamhill County may be bound or affected;
  - d. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Washington County of this Agreement, other than those that have already been obtained;
  - e. This Agreement has been duly executed and delivered by Washington County and constitutes a legal, valid, and binding obligation of Washington County enforceable in accordance with its terms;
  - f. Washington County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

2. **YAMHILL COUNTY REPRESENTATIONS AND WARRANTIES.** Yamhill County represents and warrants to Washington County that:
- a. Yamhill County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
  - b. Yamhill County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
  - c. The making and performance by Yamhill County of this Agreement: (a) has been duly authorized by all necessary action of Yamhill County; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any Yamhill County ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Yamhill County is party or by which Washington County may be bound or affected;
  - d. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Yamhill County of this Agreement, other than those that have already been obtained;
  - e. This Agreement has been duly executed and delivered by Yamhill County and constitutes a legal, valid, and binding obligation of Yamhill County enforceable in accordance with its terms;
  - f. Yamhill County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

**F. AMENDMENT**

This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, charters, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.

**G. COMPLIANCE WITH LAWS**

Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including but not limited to rules and regulations on nondiscrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability and all amendments of and regulations and administrative rules established pursuant to those laws and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations and the Oregon Jail Standards.

**H. INDEMNIFICATION**

To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, suits,

actions, liabilities, damages, losses, or expenses (including attorney fees and costs), arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Agreement. Each party shall give the other immediate written notice as designated below, of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement or AIC treatment.

## I. INSURANCE

1. Workers Compensation. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
2. General Liability. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
3. Professional Liability. To the extent applicable, each party shall obtain and at all times keep in effect professional liability insurance as required by law.
4. Commercial Automobile Liability Insurance. To the extent applicable, each party shall obtain and at all times keep in effect commercial automobile liability insurance with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder.

## J. TERMINATION

1. Termination for Convenience. Either party may terminate this Agreement in whole or in part without specifying any reason for termination by giving written notice of intent to terminate at least thirty (30) days before the intended termination date to the party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
2. Termination for Cause. It is further agreed that either party may immediately terminate this Agreement without liability or penalty for any of the following causes:
  - i. Either party breaches any of the provisions of this Agreement;
  - ii. A party no longer holds all licenses or certificates that are required to perform the services required under this Agreement;
  - iii. A party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow either party to perform in accordance with the provisions of this Agreement; or
  - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services required under this Agreement are prohibited, or either party is prohibited from paying for such services from the planned funding source.

3. Failure to Pay, Interest Charge, and Termination. In the event Washington County fails to make a monthly payment within sixty (60) days of billing, Yamhill County may charge an interest rate of no more than nine (9) percent per annum. However, Yamhill County will not charge interest on any disputed portion of a bill so long as Washington County pays the non-disputed portion of the bill within 120 days of the disputed bill.

#### **K. FORCE MAJEURE**

Neither Yamhill County nor Washington County shall be held responsible for delay or default caused by fire, riot, civil disobedience, pandemic, acts of God, or war where such cause was beyond the reasonable control of Yamhill County or Washington County. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

#### **L. ASSIGNMENT; DELEGATION; SUCCESSOR**

Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

#### **M. GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between Yamhill County (and/or any other agency or department of Yamhill) and Washington County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Washington County hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs, and disbursements at all times including appeals.

#### **N. RECORDS**

Both parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties acknowledge and agrees that both parties and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts, and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

**O. NOTICES**

All notices of change, termination, bills, payments or other communication having a material effect of this Agreement shall be made in writing and may be given by personal delivery or by mail. All notices, bills, and payments sent by mail should be addressed as follows, postage prepaid:

**Notice to Washington County:**

Washington County Sheriff's Office  
ATTN: Washington County Jail  
Commander  
215 SW Adams Ave, Hillsboro, Oregon  
97123  
Office: (503) 554-9285 ext. 106

**Notice to Yamhill County:**

Yamhill County Sheriff's Office  
ATTN: Yamhill County Jail Commander  
535 NE 5<sup>th</sup> St, Room 143, McMinnville, OR  
97128  
Office: (503) 434-7440

**P. WAIVER**

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

**Q. COUNTERPARTS**

This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.

**R. SEVERABILITY.**

If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the term or provision held to be invalid.

**S. SURVIVAL**

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

**T. THIRD PARTY BENEFICIARIES**

Washington County and Yamhill County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**U. ENTIRE AGREEMENT**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BOTH PARTIES RECOGNIZE THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PROVISIONS OF THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. WASHINGTON COUNTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

**{SIGNATURES TO FOLLOW ON THE NEXT PAGE}**

**WASHINGTON COUNTY, OREGON**

DocuSigned by:  
Erin Calvert  
By: AD3BA9AD520E4A8

ERIN CALVERT,  
Deputy County Administrator  
Date: 10/4/2023 | 09:48 PDT

Pat Garrett  
PAT GARRETT  
Washington County Sheriff

Date: 10-3-23

**APPROVED AS TO FORM:**

Christian Boenisch

CHRISTIAN BOENISCH  
County Counsel  
Date: 10/04/2023

**YAMHILL COUNTY, OREGON**

Lindsay Berschauer

LINDSAY BERSCHAUER, Chair  
Board of Commissioners  
Date: 9.28.23

Tim Svenson  
TIM SVENSON  
Yamhill County Sheriff

Date: 09/28/2023

Accepted by Yamhill County  
Board of Commissioners on  
9.28.23 by Board Order  
# B.O.23-371

## EXHIBIT A

### **Parties' Roles and Responsibilities**

The purpose of the Agreement is to coordinate the Parties' roles and responsibilities for maintaining custody of AICs as outlined below.

- I. **Supervisory Authority.** Supervisory Authority (ORS 144.087) of Washington County AICs housed in Yamhill County under this Agreement will remain with Washington County. Yamhill County will have the authority to classify, house, and program Washington County AICs as they would with Yamhill County AICs. However, Washington County may request that a Washington County AIC either receive or be denied specific AIC programming. The decision in these special requests will be negotiated between the respective jail commanders on a case-by-case basis.
  
- II. **Washington County shall perform as follows:**
  - A. **Written Statement.** Washington County shall provide a written statement to Yamhill County for each AIC detailing the basis for custody and the length of sentence applicable. Any applicable sentencing authority order or detainer shall be attached to the written statement as well as a standard transport face sheet and AIC photo.
  
  - B. **Medical Reports.** Washington County agrees to provide Yamhill County with any current medical information available, including results of routine physicals, if any have been performed, on AICs sent to Yamhill County as part of the initial written communication that is to accompany each AIC. Yamhill County's medical provider and Washington County's medical provider (NaphCare) will work to transition medical services to AICs for all AICs transferred. Any outside medical, dental or psychological care, except emergency medical, dental or psychological care (see below), must be authorized by NaphCare.
  
  - C. **Commitment Orders.** Washington County shall furnish to Yamhill County applicable documents concerning sentencing authority commitment; social history, visitation restrictions, and specialized programming that would affect detention care and supervision of the placed AIC.
  
  - D. **Transportation.** Washington County shall be responsible for the transportation of any Washington County AIC to and from YCCF. However, both Washington County and Yamhill County agree to utilize the Statewide Adult in Custody Transportation system whenever feasible.
  
  - E. **Payment for Emergency Medical, Dental, or Psychological Services.** Washington County shall pay to Yamhill County all expenses incurred by Yamhill County to provide offsite or emergency medical, dental, or psychological services, including transportation for such services on behalf of any AIC placed at YCCF under this Agreement.

- F. Extraordinary Care.** Upon prior notification by Yamhill County, Washington County shall reimburse Yamhill County for any expenses reasonably incurred in the care and supervision of a placed Washington County AIC which would exceed the level of care and supervision customarily furnished to detain Yamhill County AICs.
- G. Release of AIC.** Routine releases of Washington County AICs will take place in Washington County. Washington County will be responsible for calculation of statutory good time, work time, and release date of all Washington County AICs. Yamhill County will provide Washington County with necessary data to make these calculations.
- H. Removal of AIC.** Washington County shall remove any AIC placed in YCCF pursuant to this Agreement that Yamhill County determines, in its sole discretion, to be a risk to the security or safety of Yamhill County or YCCF on 24 hours of receipt of notice from Yamhill County.
- I. Payment and Placement of AIC.** Washington County guarantees that it will pay Yamhill County for the cost of bed-nights utilized. Washington County will make every effort to ensure fifteen (15) AICs are housed continuously for the duration of this Agreement.

**III. Yamhill County shall perform as follows:**

- A. Housing:** To the extent excess bed space for the housing of Washington County AICs is desired by Washington County, and such bed space is deemed available by Yamhill County in its sole judgment, Yamhill County may offer such bed space to Washington County.

If Yamhill County determines, in its sole discretion, that it needs bed space and must displace a Washington County AIC, Washington County shall be required to vacate any bed(s) deemed necessary by Yamhill County, within seven (7) days of receipt of written notice from Yamhill County. Washington County will be required to make all transportation or release arrangements, as outlined elsewhere in this Agreement.

- B. Right of Refusal:** Yamhill County shall have sole discretion to refuse acceptance of any Washington County AIC proposed or placed in YCCF under this Agreement where Yamhill County reasonably believes such placement does not comply with lawful requirements of facility regulations, state statutes, or sentencing authority order, or when it appears that the physical or mental condition of the placed AIC requires immediate medical attention, beyond that customarily provided by YCCF.

If Yamhill County determines that a placed AIC is no longer acceptable, Washington County shall make all transportation or release arrangements and remove the AIC, as outlined elsewhere in this Agreement within 24 hours of receipt of written notice from Yamhill County.

- C. Equitable Treatment of AICs:** Washington County AICs placed under this Agreement shall receive the same quality, level, and manner of care and supervision as Yamhill County AICs. Yamhill County shall be responsible for Washington County AICs as provided under this Agreement following transport of the AICs to Yamhill County by Washington County and only after Yamhill County has accepted placement of the AICs into YCCF.
- D. Emergency Medical, Dental, or Psychological Services:** If Yamhill County or its contracted medical provider determines that a need for emergency services of any kind exists, Yamhill County is hereby authorized to take appropriate action to secure such services. Yamhill County shall provide Washington County with immediate notice of such services and Washington County shall reimburse Yamhill County for any expenses connected therewith as set forth in the Agreement.
- E. Eligibility for Programming:** Washington County AICs placed under this Agreement will be eligible to participate in any Yamhill County AIC programs, including supervised outside work programs, based upon Yamhill County's standard screening procedures unless otherwise negotiated as outlined in Section I. Yamhill County will advise Washington County of each AIC's classification, conduct, and level of participation in any AIC program to facilitate transition decisions. In addition, Yamhill County will work with Washington County's commissary and telecommunications provider to transition any amounts on AIC accounts from Washington County to Yamhill County.
- F. Release Services:** Yamhill County shall release AICs placed under this Agreement only upon notification by persons authorized by Washington County or pursuant to sentencing authority order, provided however, that Yamhill County, upon written notice to the Washington County Sheriff, may act to require release of any AIC whom it reasonably believes has been detained in excess of any statutory period prescribed for custody.

No provision contained in this Agreement is intended to relieve Washington County from the duty to monitor length of detention during the period that an AIC is detained. Washington County agrees to defend and hold Yamhill County harmless from any claim of detention that Washington County has detained AIC in excess of lawful limits brought by or on behalf of any AIC placed as provided above.

For Administrative Use Only – Z99999

Supplier Name: Yamhill County OR

Actual Contract Number (CustomText4): 23-1577

Department (Location): Sheriff's Office

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): IGA: Intergovernmental Agreement

Minute Order Date: 9/26/2023

Minute Order Number: 23-235

Master Contract Number (CustomText1): 23-1577

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Expense Contract

SHIP TO (LocShipTo): Sheriff's Office

BILL TO (LocBillTo): Sheriff's Office

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): John Styer

**Certificate Of Completion**

|   |                                   |
|---|-----------------------------------|
| Envelope Id: AA9668FDBA134D58A356AFE3A22F63F1               | Status: Completed                 |
| Subject: Complete with DocuSign: 23-1577: Yamhill County OR |                                   |
| Source Envelope:  |                                   |
| Document Pages: 12  | Signatures: 1                     |
| Certificate Pages: 4  | Initials: 0                       |
| AutoNav: Enabled  | Envelope Originator:              |
| Envelope Stamping: Enabled                                  | Connie Wilson                     |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)           | 155 N. First Ave, Suite 270       |
|   | MS28                              |
|   | Hillsboro, OR 97124-3087          |
|   | Connie_Wilson@co.washington.or.us |
|   | IP Address: 192.235.66.2          |

**Record Tracking**

|                                      |                                   |                    |
|--------------------------------------|-----------------------------------|--------------------|
| Status: Original                     | Holder: Connie Wilson             | Location: DocuSign |
| 10/4/2023 9:44:43 AM                 | Connie_Wilson@co.washington.or.us |                    |
| Security Appliance Status: Connected | Pool: StateLocal                  |                    |
| Storage Appliance Status: Connected  | Pool: Washington County           | Location: DocuSign |

**Signer Events**

Erin Calvert  
 Erin\_Calvert@washingtoncounty.or.gov  
 Assistant County Administrator  
 Security Level: Email, Account Authentication (None), Access Code

**Signature**



Signature Adoption: Pre-selected Style  
 Using IP Address: 204.147.152.5

**Timestamp**

Sent: 10/4/2023 9:46:10 AM  
 Viewed: 10/4/2023 9:48:32 AM  
 Signed: 10/4/2023 9:48:48 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/4/2023 9:48:32 AM  
 ID: acb8fc64-aebc-4560-9df9-693b78b5dc20

| 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            |
| <b>Envelope Summary Events</b>                    | <b>Status</b>    | <b>Timestamps</b>    |
| Envelope Sent                                     | Hashed/Encrypted | 10/4/2023 9:46:10 AM |
| Certified Delivered                               | Security Checked | 10/4/2023 9:48:32 AM |
| Signing Complete                                  | Security Checked | 10/4/2023 9:48:48 AM |
| Completed   | Security Checked | 10/4/2023 9:48:48 AM |
| <b>Payment Events</b>                             | <b>Status</b>    | <b>Timestamps</b>    |
| <b>Electronic Record and Signature Disclosure</b> |                  |                      |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO SHI OBO Washington County (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 Carahsoft OBO SHI OBO Washington County:**

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: [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us)

**To advise Carahsoft OBO SHI OBO Washington County 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 [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.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 Carahsoft OBO SHI OBO Washington County**

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 [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.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 Carahsoft OBO SHI OBO Washington County**

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 [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.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 Carahsoft OBO SHI OBO Washington County 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 Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.