



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 6, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Washington County for the Stafford-65th-Elligsen Roundabout Project. Agreement Value is \$1,750,000 for 6 years. Funding is through Washington County. No County General Funds are involved.

Previous Board Action/Review	7/19/23: BCC allocated Community Road Fund to start design of the Project. 2/22/24: Approval of an Intergovernmental Agreement with the City of Wilsonville for the Project. 9/5/24: Approval of Personal Services Contract with Kittelson & Associates, Inc. for design of the Project.		
Performance Clackamas	The project will build a strong infrastructure.		
Counsel Review	11/25/24: HH	Procurement Review	No
Contact Person	Jonathan Hangartner	Contact Phone	503-742-4649

EXECUTIVE SUMMARY: The intersection of SW Stafford Rd, SW 65th Avenue, and SW Elligsen Rd is in need of critical safety improvements and congestion relief. The proposed improvements include adding a roundabout at the intersection to improve operations and safety at the intersection. The Board of County Commissioners (BCC) approved an allocation of Community Road Fund to be used on the Stafford-65th-Elligsen Roundabout Project. Additionally, the BCC approved an Intergovernmental Agreement (IGA) with the City of Wilsonville that includes \$1 million contribution from the City towards the project cost.

This IGA signed by Washington County includes a maximum \$1.75 million contribution. This includes \$250,000 in in-kind services for design, \$1.25 million for right-of-way in-kind services and acquisition payments, and \$250,000 for construction.

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The project's total estimated cost is \$14,247,497. This project is funded through the Community Road Fund (\$6,210,761), Countywide Transportation System Development Charges match at 46 percent (\$5,286,736), City of Wilsonville funds (\$1,000,000), and Washington county funds (\$1,750,000).

RECOMMENDATION: Staff respectfully recommend the Board of County Commissioners approve the Intergovernmental Agreement with Washington County for the Stafford-65th-Elligsen Roundabout Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

**INTERGOVERNMENTAL AGREEMENT BETWEEN
WASHINGTON COUNTY AND CLACKAMAS COUNTY
RELATING TO THE STAFFORD ROAD-65TH AVENUE-ELIGSEN ROAD ROUNDABOUT
PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into between Washington County, a political subdivision of the state of Oregon (“Washington”), and Clackamas County, a political subdivision of the state of Oregon (“Clackamas”), collectively referred to as the “Parties” and each a “Party.”

RECITALS

- A. This Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.
- B. SW 65th Avenue is centered on the boundary between Clackamas and Washington counties and is under joint jurisdiction. The intersection at SW Stafford Road, SW 65th Avenue, SW Elligsen Road (“the Stafford/65th/Elligsen Intersection”) serves the communities of Clackamas and Washington in providing critical connectivity in the area, as shown on **Exhibit ‘A’**, attached hereto.
- C. Clackamas County plans to design and construct improvements to the Stafford/65th/Elligsen Intersection (the “Project”). The Project will include the work identified in **Exhibit ‘B’** to this Agreement, and is proposed to consist of a new roundabout, adding bike lanes along the intersection approaches, replacement of the Boeckman Creek culvert with a fish passable culvert, new stormwater management facilities, and other associated improvements.
- D. The Parties have determined it is in the public interest to collaborate in the planning, design, right-of-way acquisition and construction of the Project.

AGREEMENT

Now, therefore, based on the foregoing, the Parties agree as follows:

- 1. **Term.** This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by December 31, 2031, whichever is sooner.
- 2. **Washington Obligations.**
 - a. **Review of Relevant Project Documents.** Washington will review the plans, estimates, and specifications for materials and workmanship to be used in Clackamas’s procurement materials and contracts for work associated with the Project. Washington’s review shall be reasonably timely.
 - b. **Project Schedule.** Except as otherwise provided in this Agreement, neither Party may be held liable for failure to adhere to the schedule

where that Party proceeds with reasonable diligence and in good faith to advance the Project.

c. Management of the Project. Washington will name a Washington project manager (the “Washington PM”) to coordinate reviews and communications with Clackamas. The Washington PM will work to resolve any dispute with Clackamas project manager as named under Section 3.c. of this Agreement.

d. Right of Way and Eminent Domain Work.

i. Washington will perform work related to Project right of way acquisition of properties in both Clackamas County and Washington County in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 USC 4601 et set, including developing and delivering general information notices, performing appraisals and appraisal reviews, negotiating agreements and obtaining permanent and temporary easements and rights of way for the Project, or contracting with its existing consultant contractors to do so, except as described in Section 3.d of this Agreement

ii. Washington will provide Clackamas with updates on the status of the right of way negotiations at least once every two weeks.

iii. Washington will receive written approval of acquisition compensation from Clackamas prior to Washington making acquisition and settlement offers for properties in Clackamas.

iv. Washington is responsible for payment of acquisitions and settlements within Washington County jurisdiction.

v. In the event eminent domain work is required for acquisition(s) within Washington jurisdiction, Washington will perform eminent domain work.

e. Project Design and Right-of-way Coordination. The Washington PM shall coordinate in the design, bidding, and public right-of-way acquisition of the Project, and assist Clackamas when necessary to provide timely responses to requests for information. Washington will have input in the selection of the design consultant. Washington will provide timely engineering review, comments, information or approval, as required to Clackamas or to Clackamas’s consultant in fulfilling the purpose of this Agreement.

f. Payment Obligations. Described in Section 4.

3. Clackamas Obligations.

a. Contracting and Permitting. Clackamas will contract for consultant services for design work and permitting. Clackamas will select the

design consultant with input from Washington. Clackamas will manage design work and permitting with opportunities for periodic review and input by Washington. Clackamas will review and be the approving authority for any design exceptions for the Project including any ADA design exceptions. Prior to bid, Clackamas will provide Washington with plans, estimates, and specifications for materials and workmanship to be used in Clackamas's procurement materials and contracts for work associated with the Project. Clackamas or Clackamas's consultant will make all reasonable efforts to incorporate Washington comments and/or proposed revisions into the design documents.

- b. Project Schedule. Except as otherwise provided in this Agreement, neither Party may be held liable for failure to adhere to the schedule where that Party proceeds with reasonable diligence and in good faith to advance the Project.
- c. Management of the Project. Clackamas will name a Clackamas project manager ("Clackamas PM") to manage the Project, and will timely administer the associated engineering, design and construction contracts.
- d. Procurement and Eminent Domain Work.
 - i. Clackamas is responsible for the procurement of consultants and contractors under ORS 279C as necessary for the design and permitting activities described in this Agreement, including but not limited to architects, engineers, surveyors and other consultants, subject to coordination with Washington under the provisions of this Agreement.
 - ii. In the event eminent domain work is required for acquisition(s) within Clackamas jurisdiction, Clackamas will perform that eminent domain work.
 - iii. Clackamas is responsible for Clackamas staff time related to closing settled acquisitions and any staff time related to unsettled eminent domain actions arising from properties within Clackamas jurisdiction.
 - iv. Clackamas is responsible for final filing and payment for acquisition and settlement files arising from properties within Clackamas jurisdiction.
- e. Project Cost. Clackamas shall be responsible for all Project costs except those outlined under Section 2.d and Section 4 of this Agreement.

4. Washington County Financial Contribution, Responsibility for Cost Overruns, and Clackamas County Invoicing

- a. Washington financial contribution. Washington anticipates utilizing Washington County Transportation Development Tax (TDT) to fund its Project contribution. Washington's total financial contribution to the

Project costs shall not exceed \$1,750,000 as specified in Table A of this agreement, unless amended, and shall include the following:

- i. Washington staff costs for management, design review, and coordination of the Project as outlined in Section 2 of this Agreement.
 - ii. Washington costs for management, coordination, and right-of-way acquisition and settlements within Washington County and Clackamas County as outlined in Section 2 and 4 of this Agreement. Washington right-of-way costs shall include eminent domain work required for acquisition(s) within Washington County jurisdiction only. Clackamas eminent domain work required for acquisition(s) within Clackamas County jurisdiction shall be the responsibility of Clackamas as outlined in Section 3 of this Agreement.
 - iii. Washington lump sum payment towards construction of the Project.
- b. Washington estimated costs, maximum contribution amounts' cost overruns. Estimated Washington costs, maximum Washington contributions, and cost overrun responsibilities are as follows:

Table A: Washington Contribution Payments

Project Phase of Work	Washington Cost Share Estimate	Maximum Washington Contribution	Agency Responsible for Cost Overruns
Design	\$250,000	\$250,000	Washington
Right-of-Way	\$1,250,000	\$1,250,000	Clackamas
Construction	\$250,000	\$250,000	Clackamas
Maximum total Washington contribution		\$1,750,000	

- c. Washington payment order and amounts: Washington's contribution to the Project shall be paid in the following order and amounts as shown above in Table A.
 - i. Washington design costs up to the maximum Washington design contribution amount.
 - ii. Design cost overruns, in an amount up to the remaining balance of the maximum \$1,750,000 Washington Project contribution amount. Design cost overruns will reduce the amount of Washington funding available for remaining Project phases.
 - iii. Washington right-of-way costs, including eminent domain work in Washington jurisdiction, up to the maximum Washington right-of-way contribution amount, or the remaining balance of the maximum Washington Project contribution amount, whichever is less.
 - iv. Clackamas right-of-way costs, excluding eminent domain work in Clackamas jurisdiction, up to the maximum Washington right-of-way contribution amount, or the remaining balance of the maximum Washington County Project contribution amount, whichever is less.

- v. Project construction contribution, up to maximum Washington construction contribution amount, or the remaining balance of the maximum Washington County contribution amount , whichever is less.
 - vi. Washington to retain any surplus Washington funding.
- d. Any Washington funding remaining from the \$1,750,000 maximum Washington Project contribution amount after payments are made to Clackamas in the order and amounts described in Section 4.c. will be retained by Washington.
- e. Clackamas invoicing. Clackamas will invoice Washington for:
- i. Acquisition settlement amount to include right-of-way closing costs for properties in Clackamas County, up to the amount specified per Section 4.c.iv.; and
 - ii. Washington construction contribution, when second notification is issued to the contractor, up to the amount specified in Section 4.c.v. of this agreement.

5. Dispute Resolution and Termination.

- a. In the event of a dispute arising under the terms of this Agreement that is not resolved by the Washington PM and the Clackamas PM, the Washington CPS Manager and Clackamas Department of Transportation Assistant Director shall attempt to resolve the dispute. In the event this does not resolve the dispute, the Washington Engineer and Clackamas Department of Transportation Director shall attempt to resolve the dispute. In the event the dispute cannot be resolved, either Party may pursue any legal or equitable claims to which that Party may be entitled.
- b. The Parties may terminate this Agreement at any time by mutual written agreement.
- c. Either Washington or Clackamas may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's desire to mutually terminate. If the breaching Party has not entirely cured the breach within ten (10) days of deemed or actual receipt of the notice, then the non-breaching Party may terminate the Agreement at any time thereafter by giving written notice of termination to the other Party stating the effective date of the termination; provided however, if the default is of such a nature that it cannot be completely remedied within such 10-day period, this provision shall be complied with if the breaching Party begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- d. Washington or Clackamas shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be

deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- e. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project.
- f. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. Indemnification.

- a. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Clackamas agrees to indemnify, save harmless and defend Washington, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of Clackamas or its officers, elected officials, owners, employees, agents or its subcontractors or anyone over which Clackamas has a right to control.
- b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Washington agrees to indemnify, save harmless and defend Clackamas, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Washington or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Washington has a right to control.

7. Party Contacts.

- a. Russell Knoebel or their designee will act as project manager for Washington for the Project.

Contact Information:

Russell Knoebel
Washington County
1400 SW Walnut St
Hillsboro, OR 97123
(503) 846-7861
Russell_Knoebel@washingtoncountyor.gov

- b. Joel Howie or his designee will act as project manager for Clackamas for the Project.

Contact Information:

Joel Howie
Clackamas County
150 Beaver creek Road
Oregon City OR 97045
(503) 742-4658
JHowie@clackamas.us

- c. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

8. General Provisions.

- a. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- b. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- c. **Non-Exclusive Rights and Remedies.** Except as otherwise provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- d. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- e. **Access to Records.** The Parties acknowledge and agree that each Party shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- f. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- g. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- h. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- i. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- j. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- k. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than Clackamas or Washington.
- l. **No Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- m. **Nonwaiver of Government Rights.** Subject to the terms and conditions of this Agreement, by making this Agreement, Clackamas is specifically not obligating itself, or any other governmental entity with respect to any discretionary governmental action relating to the Project or any associated development, operation and use of the improvements to be constructed on the Project Area, including, but not limited to,

condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.


- n. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- o. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- p. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Washington County

Craig Roberts
Chair, Board of County Commissioners

DocuSigned by:

 65B0D494A448440...
 Marni Kuyl
 Assistant County Administrator

1/27/2025 | 12:48 PST

Date

Date



EXHIBIT 'A'

For Administrative Use Only – Z99999

Supplier Name: Clackamas County OR

Actual Contract Number (CustomText4): 25-0063

Department (Location): LUT - CPM

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): IGA: Intergovernmental Agreement

Minute Order Date: 12/17/2024

Minute Order Number: 24-301

Master Contract Number (CustomText1): 25-0063

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Expense Contract

SHIP TO (LocShipTo): LUT - CPM

BILL TO (LocBillTo): LUT - CPM

Project Number (CustomText2): 100744

Chargeable Program Number (ChargeProgram): 606505

Contract Admin (Administrator): Laura Hoffmann

Certificate Of Completion

Envelope Id: 02C63B92-20D9-4919-ABEA-B7FD5492B368	Status: Completed
Subject: Complete with Docusign: 25-0063: Clackamas County OR	
Source Envelope:	
Document Pages: 11	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brenna McClamma
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	brenna_mcclamma@washingtoncountyor.gov
	IP Address: 192.235.66.2

Record Tracking

Status: Original 1/27/2025 11:36:43 AM	Holder: Brenna McClamma brenna_mcclamma@washingtoncountyor.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Marni Kuyl
Marni_Kuyl@washingtoncountyor.gov
ACA
Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

65B0D494A448440...
Signature Adoption: Pre-selected Style
Using IP Address: 204.147.152.15

Timestamp

Sent: 1/27/2025 11:41:11 AM
Viewed: 1/27/2025 12:47:14 PM
Signed: 1/27/2025 12:48:52 PM

Electronic Record and Signature Disclosure:

Accepted: 1/27/2025 12:47:14 PM
ID: ccfa2f12-fbc6-4cf5-854c-0ef724968971

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	1/27/2025 11:41:12 AM
Certified Delivered	Security Checked	1/27/2025 12:47:14 PM
Signing Complete	Security Checked	1/27/2025 12:48:52 PM
Completed	Security Checked	1/27/2025 12:48:52 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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 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 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 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.