

Wash Co 22-1037

AGREEMENT/CONTRACT FILE NO.

Assigned by City Recorder

CONTRACTOR NAME/TITLE: IGA - Wash Co Housing Services and FG

AGREEMENT / CONTRACT ROUTING REQUEST FORM

This form must be attached to all Agreements/Contracts presented for signature, along with appropriate number of signature copies.
All Agreements/Contracts must be reviewed/approved by Department Director; reviewed by Finance Director; and approved/signed by City Manager.

Please check appropriate box:

AGREEMENT/CONTRACT DATE: 7/1/22	☒	Checkmark if URGENT:
☐ Original Agreement/Contract	☐	Professional Services
☐ Amendment to Agreement/Contract	☐	Lease Agreement
☐ Grant Application (Council Action may be required)	☐	Record Legal Document Fees Paid: \$
☒ Intergovernmental Agreement (Council Action may be required)	☐	Other (Please specify):

Anticipated expenditure (dollar amount) of the Agreement/Contract:	\$
Is Agreement approved in current fiscal budget? FY 22/23	☒ YES ☐ NO ☐ N/A
If Agreement requires Council Action, have you scheduled an Agenda date?	☐ YES ☐ NO ☐ N/A
Does Agreement require City Attorney review? (Director approval required)	☐ YES ☐ NO ☐ N/A
Has City Attorney reviewed Agreement?	☐ YES ☐ NO ☐ N/A

Agreement/Contract description and purpose (attach memo if necessary):

IGA w/ Wash Co. Housing Services for B Street encampment cleanup

Agreement/Contract Routing and Approval Review:	INITIALS:	DATE APPROVED:
Originator / Requested By (Keep a copy for your file):		Date:
Responsible to fill out form, along with the original Agreement/Contract and appropriate number of signature copies requested; initial and forward to Department Director for review and approval.		

Additional Comments:

Department Director Review & Approval Submittal:	INITIALS:	DATE:
Responsible to review this form and original Agreement/Contract for compliance and accuracy and, if necessary, schedule as a Council Agenda Item; initial and forward to Finance Director.	PAD	

Additional Comments:

Finance Director Review & Fiscal Approval:	INITIALS:	DATE:
Responsible to review proper purchasing guidelines have been followed and original Agreement/Contract is in compliance with budget requirements; initial and forward to City Manager for final review and approval.	PAD	

Additional Comments:

City Manager Review & Final Approval:	INITIALS:	DATE:
Review agreement for final approval; initial and forward to City Recorder for final processing.	PAD	7/12/22

Additional Comments:

CM det.

City Recorder Review & Filing of Agreement/Contract:	INITIALS:	DATE:
Files ORIGINAL Agreement/Contract, insures signatures are obtained and prepares copies for mailing and forwards copy to originating department.		

F3
RESOLUTION NO. 2022-51**RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO A SHORT-TERM INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY HOUSING SERVICES TO OUTLINE ROLES AND RESPONSIBILITIES PERTAINING TO A CLEAN-UP OF THE KYLE PROPERTY**

WHEREAS, Washington County provides services to those persons experiencing homelessness including shelter and housing services, mental health, addiction recovery, housing case management, and rapid re-housing; and

WHEREAS, Washington County has developed a risk assessment tool to document conditions at encampments and if encampments meet certain criterion, including, but not limited to, reported crimes, size of camp, debris, environmental impact, and risk of fire, flooding, and damage to infrastructure, the County will provide 75% of the funding to clean up the encampment; and

WHEREAS, The Kyle Property, commonly referred to as the B Street property, is owned by the City and scheduled to undergo several projects between July-September of 2022 including fuel reduction, environmental sampling, and riparian streamside restoration; and

WHEREAS, The Kyle property is experiencing persons experiencing homelessness and the City is scheduled to undergo several projects between July-September of 2022 that require the movement of these persons to allow the projects to move forward; and

WHEREAS, The City seeks to work collaboratively with the County and non-profits to assure persons experiencing homeless are offered support services and have a place to relocate, including transitional housing or an area outside the flood plain within the Kyle property; and

WHEREAS, The attached IGA (Exhibit A) outlines the roles and responsibilities of each party pertaining to a clean-up of the Kyle Property area; and

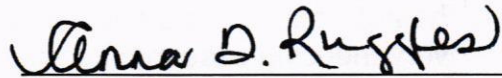
WHEREAS, The Homelessness Subcommittee has reviewed the IGA and Kyle Property clean-up plan and recommends passage by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council authorizes the City Manager to enter into a short-term Intergovernmental Agreement (IGA) with Washington County Housing Services to outline roles and responsibilities pertaining to a clean-up of the Kyle Property, attached at Exhibit A.

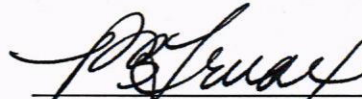
Section 2. This resolution is effectively immediately upon passage by the City Council.

PRESENTED AND PASSED this 11th day of July, 2022.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 11th day of July, 2022.



Peter B. Truax, Mayor

**Intergovernmental Agreement
between
Washington County Housing Services
and
City of Forest Grove**

Introduction:

This Intergovernmental Agreement (IGA) is entered into between Washington County Department of Housing Services (County) and City of Forest Grove (City), or collectively, the "Parties."

The City has seen an increase in the number of homeless campers within its jurisdictional boundaries, including the encampment located on City owned property along B Street near its crossing with Gales Creek. Under the terms of this IGA, the Parties shall coordinate with each other to address certain homeless encampments within the City's jurisdiction pursuant to the criteria set forth in the Encampment Risk Assessment Tool.

Purpose:

This IGA will establish the roles and responsibilities of each party to the agreement, including the services each party shall perform. County and City agree to work collaboratively on community engagement, intergovernmental and external communications regarding the site, and any remedial action that might take place, and encampment program components.

RESPONSIBILITIES OF WASHINGTON COUNTY HOUSING SERVICES:

1. County will conduct a risk assessment of encampments as requested by City using the Encampment Risk Assessment Tool, attached as Exhibit A and herein incorporated.
2. County shall document the condition of the encampment during the assessment and prior to commencement of services.
3. If further action is warranted based upon the Risk Assessment Score, County will develop an action plan in collaboration with City. The action plan shall include specific responsibilities borne by each Party. The action plan may include, but is not limited to, the following services:
 - a. Sanitation and waste management
 - b. Personal property management
 - c. Encampment clean up
4. The Parties shall work collaboratively to communicate with encampment participants based on the results of the Encampment Risk Assessment Tool.
5. County will develop and provide posting notices upon request by the City.
6. County agrees to fund 75% of the direct costs of any camp cleanup except for costs arising from management of encampment participants' personal property and removal of encampment participants during clean-up procedures. Encampment Management Funding is the sole source of funding for this IGA and City acknowledges that funding for the activities contemplated by the IGA is thereby limited.
7. County will manage procurement and contracting of clean up services. However, scope and costs of contracted work where costs will be shared by County and City will be

agreed upon before work is initiated. County will pay the costs of the contracted work and invoice City for its 25% share.

8. County agrees to leverage available resources from the County Administrative Office, Department of Land Use & Transportation, Department of Health and Human Services, and Department of Housing Services to provide services to encampment participants or towards encampment cleanup.

RESPONSIBILITIES OF CITY OF FOREST GROVE:

1. City staff and the City of Forest Grove Police Department shall provide necessary information and support to City and County staff during performance of this IGA.
2. If encampment cleanup is warranted based on the Risk Assessment Score or any other factor, City shall post written notice provided in the English and Spanish languages, a minimum of 72 hours in advance of cleanup activity, pursuant to ORS 195.505 *et seq.* Furthermore, City shall comply with any other applicable state and federal laws related to the provision of notice prior to encampment cleanup.
3. City is solely responsible for the collection, identification, storage, management, and disposal of personal property belonging to encampment participants. City shall store personal property for a minimum of 30 days pursuant to ORS 195.505(7)(b). Return and disposal of personal property shall be allowed as determined by the City under ORS 195.505(7)(b).
4. City shall fund 25% of the direct costs of any contracted encampment cleanup, assistance with legal notifications, management of personal property and movement of people for cleanup procedures.
5. City agrees to work in partnership with County staff in coordinating any encampment management activities within City's jurisdiction.

Collaboration Between the Parties:

1. Upon agreement by the Parties, one staff member from each jurisdiction shall be designated as the primary point of contact for any communication, problem solving, or needs of the program upon which this IGA is based.
2. A Party shall produce reporting or encampment documentation as requested by the other Party.

Additional Terms:

1. Each Party shall comply with all applicable federal, state, and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
2. This IGA does not create any employment, agency, or fiduciary relationship between the Parties, their employers, agents, or successors.
3. Each Party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from performance of its lawful functions. This IGA shall not be

construed as seeking to enlarge any obligation or duty owed by any Party to third parties or to increase the liability of any Party beyond that which is imposed by law.

4. The benefits, responsibilities, and obligations contained herein inure only to the Parties, and shall not be assigned or transferred to a third party without written agreement of the Parties.
5. In the event of default or breach of this IGA, the Parties may, at their option, pursue any or all remedies available at law or in equity.
6. Subject to the limits of the Oregon Tort Claims Act, each Party agrees to indemnify and hold harmless the other Party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees and agents. In addition, each Party shall be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the Party under this Agreement.
7. A Party receiving notice of any third-party claim or cause of action, suit, or proceeding against a Party that relates to this Agreement shall promptly notify the other Party in writing of the third-party claim or cause of action and provide the other Party a copy of the notice, claim, process, and all legal pleadings with respect to the third-party claim.
8. No waiver, consent, modification or change of terms of this IGA shall be binding unless in writing and signed by the Parties.

Effective Date and Term of Agreement:

This Intergovernmental Agreement shall be effective upon the date of the last signature by the Parties and shall expire on September 30, 2022, unless further extended or terminated earlier upon written notice submitted 30 days prior to termination and specifying the date thereof. In the event the EMP is no longer authorized by the Board of County Commissioner this agreement shall immediately be considered null and void.

Washington County Housing Services:

Name: Marni Kuyl Title: Assistant County Administrator
 Date: 7/1/2022 | 11:28 PDT Signature: Marni Kuyl
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City of Forest Grove:

Name: Jesse VanderZanden Title: City Manager
 Date: 7/12/2022 | 14:05 PDT Signature: Paul Downey
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Homeless Encampment Risk Assessment Tool						
Encampment:						
Date of on-site assessment:		Time:				
Date of Reported Crime assessment:						
On-site assessment conducted by:						
Reported crime assessment conducted by:						
	Criteria	Score (0 to 20)	Weight	Weighted Score	Scoring Rubric	Notes
1	Reported Crimes	0	20	0	Score: Completed by SO per WCSO Reported Crime Encampment Scoring Criteria (see tab below).	
	Criteria	Score (0 to 5)	Weight	Weighted Score	Scoring Rubric	Notes
2	Size of Camp	0	20	0	Score: (0)- No structures present; (1)- 1 to 2 structures per acre present; (2)- 3 to 4 structures per acre present; (3)- 5 to 6 structures per acre present; (4)- 7 to 8 structures per acre present; (5)- 9+ structures per acre present.	
3	Nuisance (trash/debris) and Accumulation Impacts	0	20	0	Score: Based on amount of trash, debris and accumulation of property; (0)- trash or debris are contained within Metro bags or garbage receptacles; (1)-small amount of trash not contained within Metro bags or garbage receptacles; (2)- Trash and debris scattered about 2, 50 gallon garbage bags full per acre; (3)- Trash and debris scattered about 5, 50 gallon garbage bags full per acre; (4) large debris field totaling 10 yard dumpster full per acre; (5) large debris field 20 yards or more per acre.	
4	Environmental Impact	0	15	0	Score: (0)- no negative impacts; (1) negative impact to the area; (2) within 100 feet of a waterway; (3)-raw sewage/human waste uncontained; (4) clean-up would require soil or land remediation; (5) designated protected natural area with extensive damage.	
5	Uncontained Sharps	0	10	0	Score: (0)- no uncontained needles found; (1)- 1 to 2 uncontained needles found; (2)- 3 to 4 uncontained needles found; (3) 5 to 6 uncontained needles found; (4) 7 to 8 uncontained needles; (5) 9+ uncontained needles found.	
	Criteria	Score (0-No, 1-Yes)	Weight	Weighted Score	Scoring Rubric	Notes
6	Restricts ADA Access	0	5	0	Score: (0)- no; (1)- yes	
7	Blocking Access	0	5	0	Score (0)- no; (1)- yes	
8	Limits Maintenance	0	5	0	Score (0)- no; (1)- yes	
Total = 0					Under 50 = recommend support Over 49, below 75 = provide two week grace period for reassessment Over 75, over 49 after grace period, or abandoned = recommend remove	
Extreme Risk Criteria*						
	Criteria	Score (0 to 2, 0, to 1)	Weight	Weighted Score	Scoring Rubric	Notes
9	Seasonal Fire Risk	0	15	0	Score: Based on seasonal fire risk factors between months of June through September - (1) - evidence of ground fires in vegetative areas with average relative humidity low between 35% and 25% over two weeks prior to assessment, (2) evidence of ground fires in vegetative areas with average relative humidity low below 25% over two weeks prior to assessment.	
10	Flooding Risk	0	100	0	Score: Based on risk to life and safety presented by routine flooding or elevated water levels between the months of October and May - (0) not located within Regulatory Floodway (as defined by FEMA's National Flood Hazard Layer), (1) located within Regulatory Floodway (as defined by FEMA's National Flood Hazard Layer).	
11	Infrastructure Risk	0	100	0	Score: Based on risk to critical physical infrastructure. (0) not located under bridge, (1) located under bridge.	
NOTES:						

*If present, Extreme Risk Criteria are added to overall assessment score.

Upon a determination by County staff that an encampment's assessment score is the result of a sub-section(s) of the encampment that is causing a majority of the health and safety risks, County staff may conduct a reassessment of the sub-section to determine scope of abatement necessary to reduce health and safety risks. Sub-sections will be clearly delineated on a map by County staff and included in the reassessment report. If subsections are posted for clean-up, a copy of the map will be included.

MEMORANDUM

TO: *City Council*

FROM: *Anne Lane, Director, Parks and Recreation
Henry Reimann, Chief of Police
Jesse VanderZanden, City Manager*

MEETING DATE: *July 11, 2022*

SUBJECT TITLE: *Resolution authorizing the City Manager to enter into a short-term Intergovernmental Agreement (IGA) with Washington County Housing Services to outline roles and responsibilities pertaining to a clean-up of the Kyle Property*

BACKGROUND:

The City owns a 7.5 acre parcel of land west of B Street and along Gales Creek. The property was gifted to the City by the Kyle Family with the condition it be used for public recreational purposes. The Kyle property, or often referred to as "B Street" (not to be confused with the B Street Trail which is east of B Street and owned by Metro), is included in the Parks Master Plan as a pivotal node and section of the Emerald Necklace Trail that will encircle the city when complete.

Much of the Kyle property is in a flood area (see attached). Gales Creek contains federally-recognized threatened species including steelhead and salmon and the streamside riparian buffer plays a role in reducing water temperatures and erosion to meet water quality requirements under the Clean Water Act.

City staff is seeking permission to enter into a short-term IGA with Washington County to clean up the Kyle Property in anticipation of several short and long-term projects in the area. These projects include fire risk reduction, environmental sampling, streamside riparian restoration, and construction of the portion of the Emerald Necklace Trail on the Kyle Property. The City is anticipating or in receipt of federal funding for these projects.

CURRENT STATUS:

The Kyle property has historically and is currently being used by persons experiencing homelessness. Many of these encampments are along Gales Creek within the riparian area and within the flood plain. For years the property has historically seen up to six camping positions, however, within the past couple months it has seen a sudden and large increase in camping positions and persons experiencing homelessness.

The draft IGA consists of the following major elements:

- It is for 2.5 months, expiring September 30, 2022; the expected time frame needed to adequately notice, provide support services to campers, and clean-up the property.
- It outlines the roles and responsibilities of each party during the clean-up as follows:
 - The County will perform a risk assessment to document the condition of the camp using the County's assessment tool (see attached). The assessment tool includes such factors as crime, size of camp, debris, environmental impact, and risks to fire, flooding and infrastructure.
 - The County will fund 75% of the clean-up and the City will fund 25%. The City is working with Metro and Waste Management to grant fund a portion of the 25%. The other portion will be paid by federal American Rescue Plan monies as the City receives no funding for these services. The overall expense is between \$30,000-\$50,000 with the City's portion being \$7,500 to \$12,500.
 - The County will contract with and manage the clean-up provider while they clean-up the Kyle property.
 - The City will manage all personal property during the clean-up in accordance with recently passed state legislation governing personal property.
 - The County will develop posting notices and the City will post the notices at least 72 hours in advance, per state law, but will make every effort to provide more time.
 - Prior to clean-up, encampments will be asked to move to another area on the Kyle Property outside the flood plain or into temporary housing, facilitated by the County. Throughout the entire process, the County, working with non-profits, will offer support services including outreach, housing management, and rapid re-housing. Encampments will not be allowed back to their original locations in the flood plain.
 - The port-a-potties and handwashing station will remain on site.

The risk assessment will occur in July with clean up in late July through August. Once the clean-up is complete, City staff will contract to reduce the fuel load and perform environmental sampling in August through October. This area has experienced several small-scale, arson related fires recently, causing concern it may spread into the adjacent neighborhood. Both of these projects will be paid for using federal funding from the American Rescue Plan.

After these projects are complete, the City will work with Clean Water Services and non-profits to restore the area's habitat to reduce water temperature and erosion in Gales Creek. Lastly, if the City is successful receiving federal funding, it will look to construct this portion of the Emerald Necklace Trail in 2023-2024.

FISCAL IMPACT:

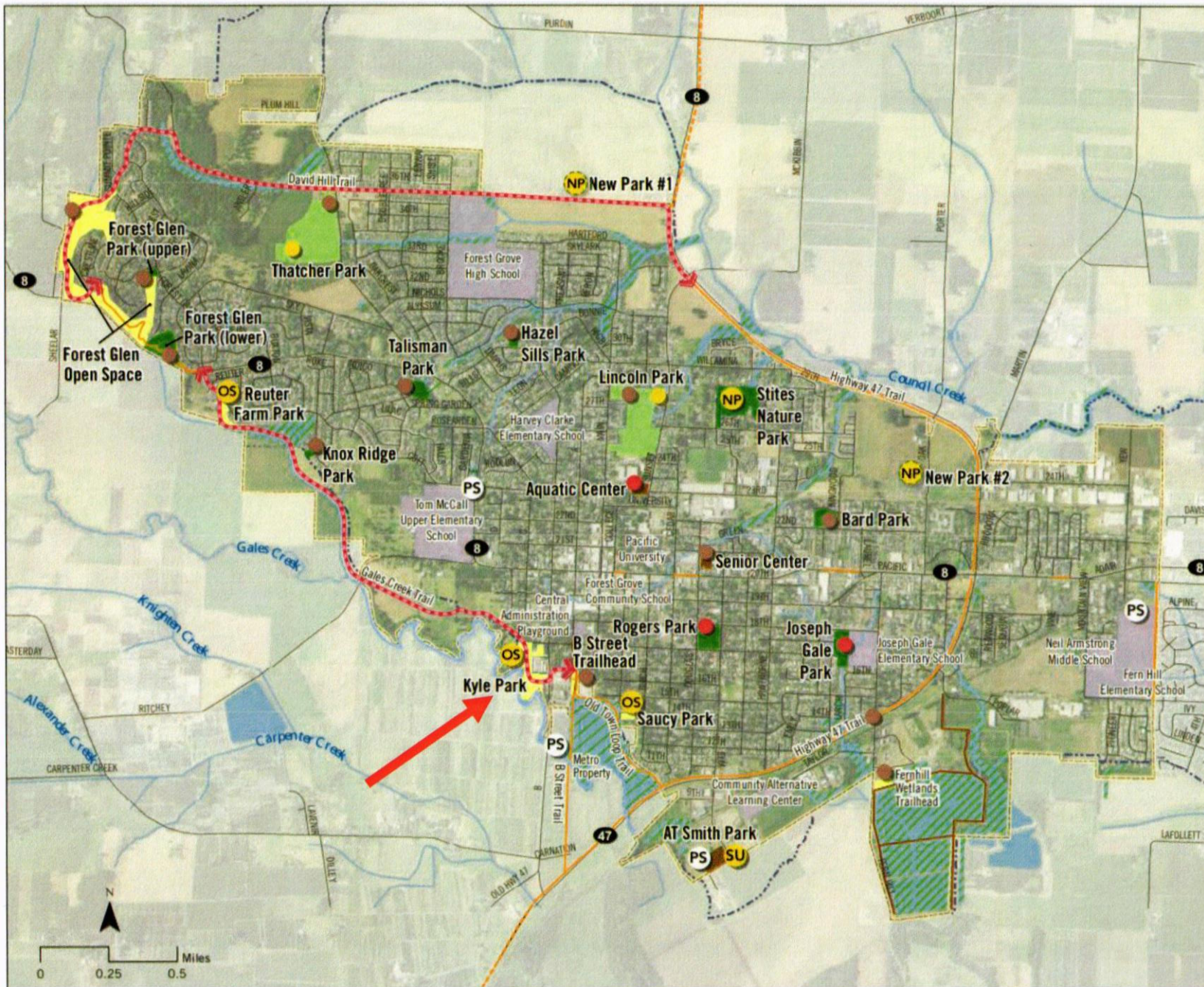
The estimated fiscal impact to the City is between \$7,500-\$12,500 or 25% of the overall clean-up costs. These monies are currently budgeted using federal funding from the American Rescue Plan. The City will work with Metro, non-profits, and Waste Management to utilize grant funding to reduce this expense as much as possible.

STAFF RECOMMENDATION:

Staff recommends the Council consider authorizing the City Manager to enter into a short-term Intergovernmental Agreement (IGA) with Washington County Housing Services to outline roles and responsibilities pertaining to a clean-up of the city-owned Kyle Property.

ATTACHMENTS:

- Resolution
- FEMA Flood Map
- Draft Intergovernmental Agreement with Washington County
- Washington County Encampments Review Matrix



Forest Grove Parks, Recreation and Open Space Master Plan

EXISTING PARKS AND TRAILS

- Multi-use Trail
- Pedestrian Trail
- Community Park
- Neighborhood Park
- Special Use Park
- Open Space, Greenways and Trails

PROPOSED PARKS AND TRAILS

- Proposed Multi-use Trail
- Planned Metro Multi-use Trail
- NP Proposed Neighborhood Park
- SU Proposed Special Use Park
- PS Proposed Partner Site
- OS Proposed Open Space
- Provide Major Enhancements
- Provide Minor Enhancements
- Develop Park or Trail
- Improve Partner Site
- Acquire Land (somewhere in this vicinity)

OTHER FEATURES

- Forest Grove City Limits
- Urban Growth Boundary
- Streets
- Wetlands
- Water Feature
- School Parcel

Map 2: Proposed Park System

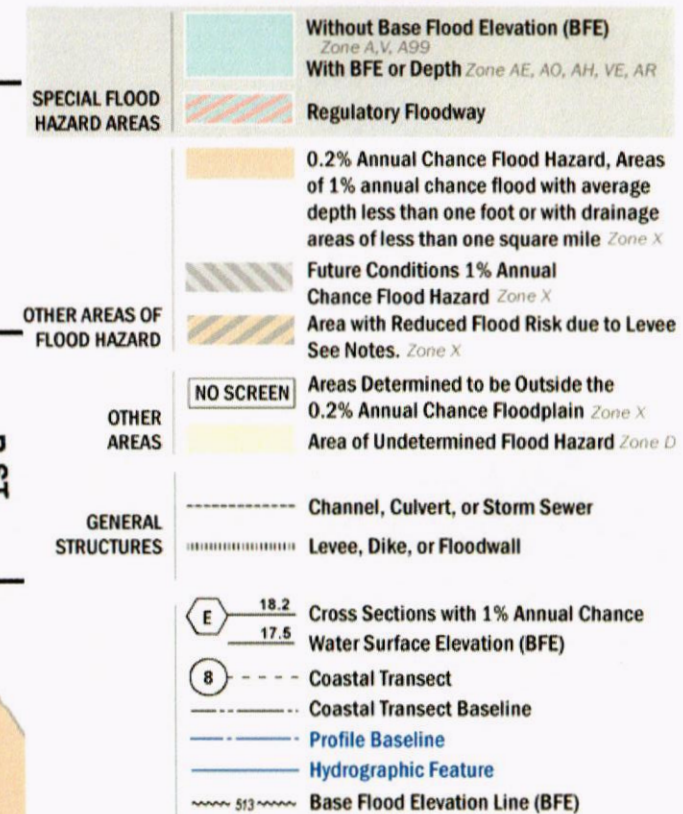


Data Sources: Forest Grove
Engineering Department

04.13.16

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTP://MSC.FEMA.GOV](http://MSC.FEMA.GOV)



FEMA
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

WASHINGTON COUNTY, OREGON
And Incorporated Areas

PANEL 313 of 650



Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
FOREST GROVE, CITY OF WASHINGTON COUNTY	410241	0313	F
	410238	0313	F

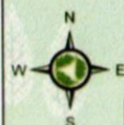
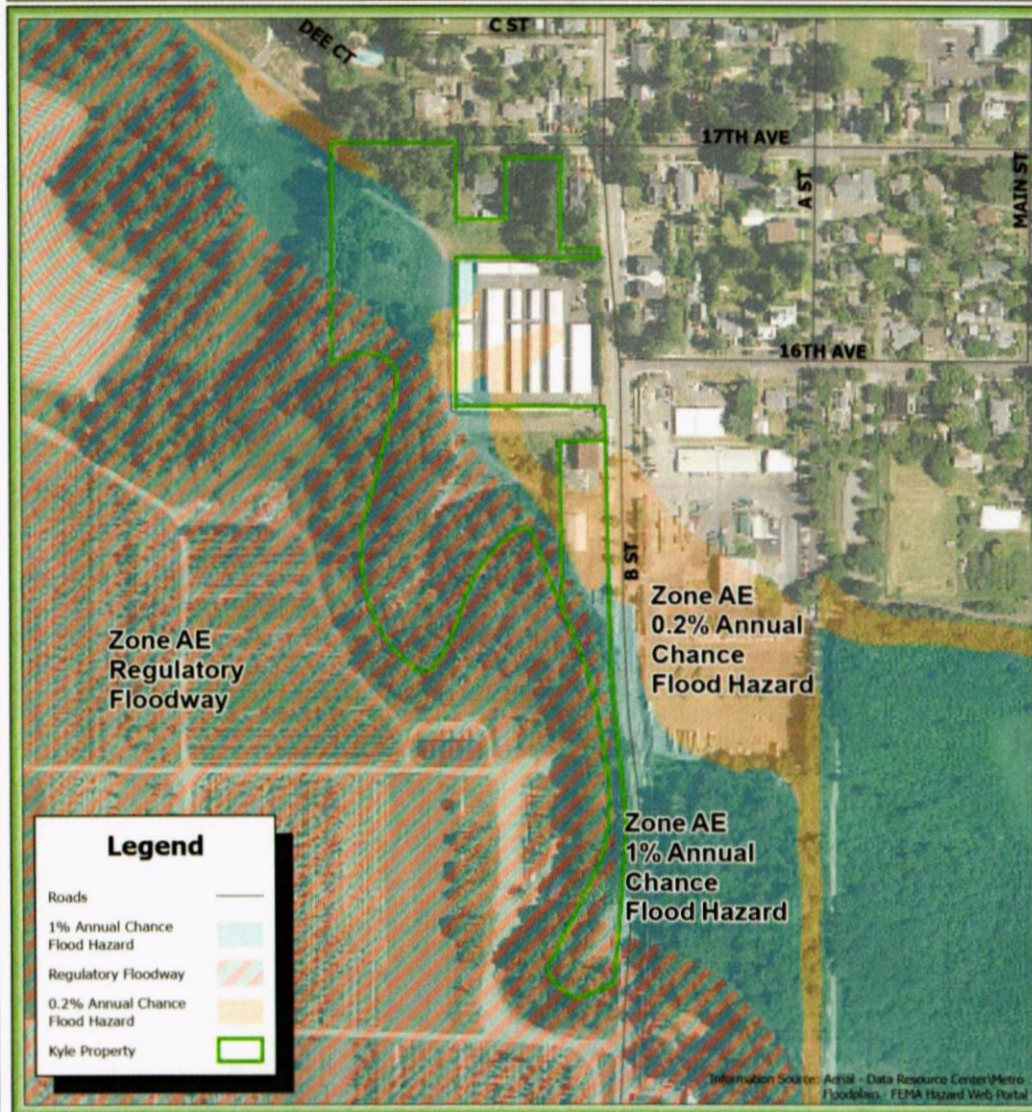
VERSION NUMBER
2.3.3.3

MAP NUMBER
41067C0313F

MAP REVISED
OCTOBER 19, 2018

ZONE AE

Kyle Property



0 400 800
FEET



© City of Forest Grove. Disclaimer: This data is for informational purposes only. The City of Forest Grove does not warrant that the data is free from errors, omissions, or inaccuracies. All data is provided "AS IS" basis and is to be used at the user's own risk.

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Purpose:

This IGA will establish the roles and responsibilities of each party to the agreement, including the services each party shall perform. County and City agree to work collaboratively on community engagement, intergovernmental and external communications regarding the site, and any remedial action that might take place, and encampment program components.

RESPONSIBILITIES OF WASHINGTON COUNTY HOUSING SERVICES:

1. County will conduct a risk assessment of encampments as requested by City using the Encampment Risk Assessment Tool, attached as Exhibit A and herein incorporated.
2. County shall document the condition of the encampment during the assessment and prior to commencement of services.
3. If further action is warranted based upon the Risk Assessment Score, County will develop an action plan in collaboration with City. The action plan shall include specific responsibilities borne by each Party. The action plan may include, but is not limited to, the following services:
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RESPONSIBILITIES OF CITY OF FOREST GROVE:

1. City staff and the City of Forest Grove Police Department shall provide necessary information and support to City and County staff during performance of this IGA.
2. If encampment cleanup is warranted based on the Risk Assessment Score or any other factor, City shall post written notice provided in the English and Spanish languages, a minimum of 72 hours in advance of cleanup activity, pursuant to ORS 195.505 *et seq.*. Furthermore, City shall comply with any other applicable state and federal laws related to the provision of notice prior to encampment cleanup.
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2. A Party shall produce reporting or encampment documentation as requested by the other Party.

Additional Terms:

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6. Subject to the limits of the Oregon Tort Claims Act, each Party agrees to indemnify and hold harmless the other Party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees and agents. In addition, each Party shall be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the Party under this Agreement.
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Effective Date and Term of Agreement:

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Washington County Housing Services:

Name: _____ Title: _____

Date: _____ Signature: _____

City of Forest Grove:

Name: _____ Title: _____

Date: _____ Signature: _____

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1. County will conduct a risk assessment of encampments as requested by City using the Encampment Risk Assessment Tool, attached as Exhibit A and herein incorporated.
2. County shall document the condition of the encampment during the assessment and prior to commencement of services.
3. If further action is warranted based upon the Risk Assessment Score, County will develop an action plan in collaboration with City. The action plan shall include specific responsibilities borne by each Party. The action plan may include, but is not limited to, the following services:
 - a. Sanitation and waste management
 - b. Personal property management
 - c. Encampment clean up
4. The Parties shall work collaboratively to communicate with encampment participants based on the results of the Encampment Risk Assessment Tool.
5. County will develop and provide posting notices upon request by the City.
6. County agrees to fund 75% of the direct costs of any camp cleanup except for costs arising from management of encampment participants' personal property and removal of encampment participants during clean-up procedures. Encampment Management Funding is the sole source of funding for this IGA and City acknowledges that funding for the activities contemplated by the IGA is thereby limited.
7. County will manage procurement and contracting of clean up services. However, scope and costs of contracted work where costs will be shared by County and City will be

agreed upon before work is initiated. County will pay the costs of the contracted work and invoice City for its 25% share.

8. County agrees to leverage available resources from the County Administrative Office, Department of Land Use & Transportation, Department of Health and Human Services, and Department of Housing Services to provide services to encampment participants or towards encampment cleanup.

RESPONSIBILITIES OF CITY OF FOREST GROVE:

1. City staff and the City of Forest Grove Police Department shall provide necessary information and support to City and County staff during performance of this IGA.
2. If encampment cleanup is warranted based on the Risk Assessment Score or any other factor, City shall post written notice provided in the English and Spanish languages, a minimum of 72 hours in advance of cleanup activity, pursuant to ORS 195.505 *et seq.*. Furthermore, City shall comply with any other applicable state and federal laws related to the provision of notice prior to encampment cleanup.
3. City is solely responsible for the collection, identification, storage, management, and disposal of personal property belonging to encampment participants. City shall store personal property for a minimum of 30 days pursuant to ORS 195.505(7)(b). Return and disposal of personal property shall be allowed as determined by the City under ORS 195.505(7)(b).
4. City shall fund 25% of the direct costs of any contracted encampment cleanup, assistance with legal notifications, management of personal property and removal of people for cleanup procedures.
5. City agrees to work in partnership with County staff in coordinating any encampment management activities within City's jurisdiction.

Collaboration Between the Parties:

1. Upon agreement by the Parties, one staff member from each jurisdiction shall be designated as the primary point of contact for any communication, problem solving, or needs of the program upon which this IGA is based.
2. A Party shall produce reporting or encampment documentation as requested by the other Party.

Additional Terms:

1. Each Party shall comply with all applicable federal, state, and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
2. This IGA does not create any employment, agency, or fiduciary relationship between the Parties, their employers, agents, or successors.
3. Each Party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from performance of its lawful functions. This IGA shall not be

construed as seeking to enlarge any obligation or duty owed by any Party to third parties or to increase the liability of any Party beyond that which is imposed by law.

4. The benefits, responsibilities, and obligations contained herein inure only to the Parties, and shall not be assigned or transferred to a third party without written agreement of the Parties.
5. In the event of default or breach of this IGA, the Parties may, at their option, pursue any or all remedies available at law or in equity.
6. Subject to the limits of the Oregon Tort Claims Act, each Party agrees to indemnify and hold harmless the other Party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees and agents. In addition, each Party shall be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the Party under this Agreement.
7. A Party receiving notice of any third-party claim or cause of action, suit, or proceeding against a Party that relates to this Agreement shall promptly notify the other Party in writing of the third-party claim or cause of action and provide the other Party a copy of the notice, claim, process, and all legal pleadings with respect to the third-party claim.
8. No waiver, consent, modification or change of terms of this IGA shall be binding unless in writing and signed by the Parties.

Effective Date and Term of Agreement:

This Intergovernmental Agreement shall be effective upon the date of the last signature by the Parties and shall expire on September 30, 2022, unless further extended or terminated earlier upon written notice submitted 30 days prior to termination and specifying the date thereof. In the event the EMP is no longer authorized by the Board of County Commissioner this agreement shall immediately be considered null and void.

Washington County Housing Services:

Name: _____ Title: _____

Date: _____ Signature: _____

City of Forest Grove:

Name: _____ Title: _____

Date: _____ Signature: _____

Homeless Encampment Risk Assessment Tool						
Encampment:						
Date of on-site assessment:		Time:				
Date of Reported Crime assessment:						
On-site assessment conducted by:						
Reported crime assessment conducted by:						
	Criteria	Score (0 to 20)	Weight	Weighted Score	Scoring Rubric	Notes
1	Reported Crimes	0	20	0	Score: Completed by local Law Enforcement Agency	
	Criteria	Score (0 to 5)	Weight	Weighted Score		Notes
2	Size of Camp	0	20	0	Score: (0)- No structures present; (1)- 1 to 2 structures per acre present; (2)- 3 to 4 structures per acre present; (3)- 5 to 6 structures per acre present; (4)- 7 to 8 structures per acre present; (5)- 9+ structures per acre present.	
3	Nuisance (trash/debris) and Accumulation Impacts	0	20	0	Score: Based on amount of trash, debris and accumulation of property; (0)- trash or debris are contained within Metro bags or garbage receptacles; (1)-small amount of trash not contained within Metro bags or garbage receptacles; (2)- Trash and debris scattered about 2, 50 gallon garbage bags full per acre; (3)- Trash and debris scattered about 5, 50 gallon garbage bags full per acre; (4) large debris field totaling 10 yard dumpster full per acre; (5) large debris field 20 yards or more per acre.	
4	Environmental Impact	0	15	0	Score: (0)- no negative impacts; (1) negative impact to the area; (2) within 100 feet of a waterway; (3)-raw sewage/human waste uncontained; (4) clean-up would require soil or land remediation; (5) designated protected natural area with extensive damage.	
5	Uncontained Sharps	0	10	0	Score: (0)- no uncontained needles found; (1)- 1 to 2 uncontained needles found; (2)- 3 to 4 uncontained needles found; (3) 5 to 6 uncontained needles found; (4) 7 to 8 uncontained needles; (5) 9+ uncontained needles found.	
	Criteria	Score (0-No, 1-Yes)	Weight	Weighted Score		Notes
6	Restricts ADA Access	0	5	0	Score: (0)- no; (1)- yes	
7	Blocking Access	0	5	0	Score (0)- no; (1)- yes	
8	Limits Maintenance	0	5	0	Score (0)- no; (1)- yes	
Total = 0				Under 50 = recommend support Over 49, below 75 = provide two week grace period for reassessment Over 75, over 49 after grace period, or abandoned = recommend remove		
Extreme Risk Criteria*						
	Criteria	Score (0 to 2, 0, to 1)	Weight	Weighted Score	Scoring Rubric	Notes
9	Seasonal Fire Risk	0	15	0	Score: Based on seasonal fire risk factors between months of June through September - (1) - evidence of ground fires in vegetative areas with average relative humidity low between 35% and 25% over two weeks prior to assessment, (2) evidence of ground fires in vegetative areas with average relative humidity low below 25% over two weeks prior to assessment.	
10	Flooding Risk	0	100	0	Score: Based on risk to life and safety presented by routine flooding or elevated water levels between the months of October and May - (0) not located within Regulatory Floodway (as defined by FEMA's National Flood Hazard Layer), (1) located within Regulatory Floodway (as defined by FEMA's National Flood Hazard Layer).	
11	Infrastructure Risk	0	100	0	Score: Based on risk to critical physical infrastructure. (0) not located under bridge, (1) located under bridge.	
NOTES:						

*If present, Extreme Risk Criteria are added to overall assessment score.

Upon a determination by County staff that an encampment's assessment score is the result of a sub-section(s) of the encampment that is causing a majority of the health and safety risks, County staff may conduct a reassessment of the sub-section to determine scope of abatement necessary to reduce health and safety risks. Sub-sections will be clearly delineated on a map by County staff and included in the reassessment report. If subsections are posted for clean-up, a copy of the map will be included.

**Intergovernmental Agreement
between
Washington County Housing Services
and
City of Forest Grove**

Introduction:

This Intergovernmental Agreement (IGA) is entered into between Washington County Department of Housing Services (County) and City of Forest Grove (City), or collectively, the "Parties."

The City has seen an increase in the number of homeless campers within its jurisdictional boundaries, including the encampment located on City owned property along B Street near its crossing with Gales Creek. Under the terms of this IGA, the Parties shall coordinate with each other to address certain homeless encampments within the City's jurisdiction pursuant to the criteria set forth in the Encampment Risk Assessment Tool.

Purpose:

This IGA will establish the roles and responsibilities of each party to the agreement, including the services each party shall perform. County and City agree to work collaboratively on community engagement, intergovernmental and external communications regarding the site, and any remedial action that might take place, and encampment program components.

RESPONSIBILITIES OF WASHINGTON COUNTY HOUSING SERVICES:

1. County will conduct a risk assessment of encampments as requested by City using the Encampment Risk Assessment Tool, attached as Exhibit A and herein incorporated.
2. County shall document the condition of the encampment during the assessment and prior to commencement of services.
3. If further action is warranted based upon the Risk Assessment Score, County will develop an action plan in collaboration with City. The action plan shall include specific responsibilities borne by each Party. The action plan may include, but is not limited to, the following services:
 - a. Sanitation and waste management
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 - c. Encampment clean up
4. The Parties shall work collaboratively to communicate with encampment participants based on the results of the Encampment Risk Assessment Tool.
5. County will develop and provide posting notices upon request by the City.
6. County agrees to fund 75% of the direct costs of any camp cleanup except for costs arising from management of encampment participants' personal property and removal of encampment participants during clean-up procedures. Encampment Management Funding is the sole source of funding for this IGA and City acknowledges that funding for the activities contemplated by the IGA is thereby limited.
7. County will manage procurement and contracting of clean up services. However, scope and costs of contracted work where costs will be shared by County and City will be

agreed upon before work is initiated. County will pay the costs of the contracted work and invoice City for its 25% share.

8. County agrees to leverage available resources from the County Administrative Office, Department of Land Use & Transportation, Department of Health and Human Services, and Department of Housing Services to provide services to encampment participants or towards encampment cleanup.

RESPONSIBILITIES OF CITY OF FOREST GROVE:

1. City staff and the City of Forest Grove Police Department shall provide necessary information and support to City and County staff during performance of this IGA.
2. If encampment cleanup is warranted based on the Risk Assessment Score or any other factor, City shall post written notice provided in the English and Spanish languages, a minimum of 72 hours in advance of cleanup activity, pursuant to ORS 195.505 *et seq.*. Furthermore, City shall comply with any other applicable state and federal laws related to the provision of notice prior to encampment cleanup.
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4. City shall fund 25% of the direct costs of any contracted encampment cleanup, assistance with legal notifications, management of personal property and movement of people for cleanup procedures.
5. City agrees to work in partnership with County staff in coordinating any encampment management activities within City's jurisdiction.

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2. This IGA does not create any employment, agency, or fiduciary relationship between the Parties, their employers, agents, or successors.
3. Each Party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from performance of its lawful functions. This IGA shall not be

construed as seeking to enlarge any obligation or duty owed by any Party to third parties or to increase the liability of any Party beyond that which is imposed by law.

4. The benefits, responsibilities, and obligations contained herein inure only to the Parties, and shall not be assigned or transferred to a third party without written agreement of the Parties.
5. In the event of default or breach of this IGA, the Parties may, at their option, pursue any or all remedies available at law or in equity.
6. Subject to the limits of the Oregon Tort Claims Act, each Party agrees to indemnify and hold harmless the other Party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees and agents. In addition, each Party shall be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the Party under this Agreement.
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Washington County Housing Services:

Name: Marni Kuyl Title: Assistant County Administrator
 Date: 7/1/2022 | 11:28 PDT Signature: Marni Kuyl
725A631D058E414...

City of Forest Grove:

Name: Jesse VanderZanden Title: City Manager
 Date: 7/12/2022 | 14:05 PDT Signature: Paul Downey
F48AE1B22635450...

Homeless Encampment Risk Assessment Tool						
Encampment:						
Date of on-site assessment:			Time:			
Date of Reported Crime assessment:						
On-site assessment conducted by:						
Reported crime assessment conducted by:						
	Criteria	Score (0 to 20)	Weight	Weighted Score	Scoring Rubric	Notes
1	Reported Crimes	0	20	0	Score: Completed by SO per WCSO Reported Crime Encampment Scoring Criteria (see tab below).	
	Criteria	Score (0 to 5)	Weight	Weighted Score		Notes
2	Size of Camp	0	20	0	Score: (0)- No structures present; (1)- 1 to 2 structures per acre present; (2)- 3 to 4 structures per acre present; (3)- 5 to 6 structures per acre present; (4)- 7 to 8 structures per acre present; (5)- 9+ structures per acre present.	
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7	Blocking Access	0	5	0	Score (0)- no; (1)- yes	
8	Limits Maintenance	0	5	0	Score (0)- no; (1)- yes	
Total = 0				Under 50 = recommend support Over 49, below 75 = provide two week grace period for reassessment Over 75, over 49 after grace period, or abandoned = recommend remove		
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	Criteria	Score (0 to 2, 0, to 1)	Weight	Weighted Score	Scoring Rubric	Notes
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11	Infrastructure Risk	0	100	0	Score: Based on risk to critical physical infrastructure. (0) not located under bridge, (1) located under bridge.	
NOTES:						

*If present, Extreme Risk Criteria are added to overall assessment score.

Upon a determination by County staff that an encampment's assessment score is the result of a sub-section(s) of the encampment that is causing a majority of the health and safety risks, County staff may conduct a reassessment of the sub-section to determine scope of abatement necessary to reduce health and safety risks. Sub-sections will be clearly delineated on a map by County staff and included in the reassessment report. If subsections are posted for clean-up, a copy of the map will be included.

For Administrative Use Only – Z99999

Supplier Name: City of Forest Grove

Actual Contract Number (CustomText4): 22-1037

Department (Location): Housing

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): IGA: Intergovernmental Agreement

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 22-1037

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Expense Contract

SHIP TO (LocShipTo): Housing

BILL TO (LocBillTo): Housing

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): Josh Crites

Certificate Of Completion

Envelope Id: C2764EE9F7BE4C1C998E6FBCFAE758AE
 Subject: Please DocuSign: Washington County contract 22-1037
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Sharon Roest
 155 N. First Ave, Suite 270
 MS28
 Hillsboro, OR 97124-3087
 sharon_roest@co.washington.or.us
 IP Address: 204.147.152.5

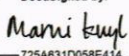
Record Tracking

Status: Original 7/1/2022 11:04:58 AM	Holder: Sharon Roest sharon_roest@co.washington.or.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign
Status: Original 7/1/2022 3:53:14 PM	Holder: Connie Wilson Connie_Wilson@co.washington.or.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Marni Kuyl
 Marni_Kuyl@co.washington.or.us
 Assistant County Administrator
 Washington County, OR
 Security Level: Email, Account Authentication
 (None), Access Code

Signature

DocuSigned by:

 725A631D058E414...

Signature Adoption: Pre-selected Style
 Using IP Address: 204.147.152.15

Timestamp

Sent: 7/1/2022 11:08:31 AM
 Viewed: 7/1/2022 11:28:01 AM
 Signed: 7/1/2022 11:28:15 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Paul Downey
 pdowney@forestgrove-or.gov
 Director of Administrative Services
 Security Level: Email, Account Authentication
 (None), Access Code

DocuSigned by:

 F48AE1B22635450...

Signature Adoption: Pre-selected Style
 Using IP Address: 208.71.202.193

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 Resent: 7/12/2022 1:43:09 PM
 Viewed: 7/12/2022 2:01:40 PM
 Signed: 7/12/2022 2:05:40 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/12/2022 2:01:40 PM
 ID: 83804cff-1cf1-4e3f-b8c0-ccd3c833c050

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

Carbon Copy Events**Status****Timestamp**

Jaime Zaik

jzaik@forestgrove-or.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 7/1/2022 11:08:31 AM

Viewed: 7/7/2022 9:19:40 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/1/2022 11:08:31 AM

Certified Delivered

Security Checked

7/12/2022 2:01:40 PM

Signing Complete

Security Checked

7/12/2022 2:05:40 PM

Completed

Security Checked

7/12/2022 2:05:40 PM

Payment Events**Status****Timestamps****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.