

GRANT AGREEMENT BETWEEN THE CITY OF BEND AND DESCHUTES COUNTY

THIS GRANT AGREEMENT (“Grant Agreement”) dated _____, (“Effective Date”) is entered into by and between the City of Bend, an Oregon municipal corporation (the “City”) and Deschutes County, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services, Behavioral Health Division (“Grantee”), each a “Party” and together the “Parties.”

Recitals

1. Pursuant to the Oregon Laws 2021, chapter 4, section 77 (the “Authorization”), the Oregon Legislature appropriated \$2,500,000 from the State’s general fund for a grant to City for the purpose of establishing and/or operating a navigation center to assist individuals and families with access to health services, permanent housing, and public benefits (the “Navigation Center”).
2. The Parties wish for Grantee to provide behavioral health services as part of the Navigation Center (the “Project”).
3. The City now wishes to enter into this Grant Agreement with Grantee for the Project, on the terms and conditions and for the purposes set forth herein.

NOW THEREFORE, the Parties agree as follows:

1. Grant. City will provide Grantee, and Grantee will accept from City, a grant in the amount of \$405,000 on the terms and for the purposes set forth in this Agreement (the “Grant”).
2. Purpose. Grantee shall use the Grant for the purpose of providing a full-time Behavioral Health Specialist 1 at the City’s Navigation Center, who shall at all times remain an employee of Grantee. Grantee shall be responsible for any and all benefits due to the Behavioral Health Specialist 1, including but not limited to hiring, supervision, scheduling, vacation and sick leave, health, dental, retirement, life, workers compensation and disability benefits. Recipient shall use the Grant only to carry out the work described in Exhibit A and as budgeted in Exhibit B. Grantee may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.
3. Award Disbursement. Upon full execution of this Agreement by authorized representative of Grant, and provision of other such certificates, documents, and information as City may reasonably require, City upon receiving an invoice from the County will disburse the \$135,000 annually for the term of the agreement of the Grant to Grantee as outlined in Exhibit B of this Agreement. Grantee understands and agrees that City’s participation in this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

- 3.1. Grantee shall send City an invoice following execution of this Agreement setting forth the fee due. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City's receipt of the invoice.
- 3.2. Invoices will be directed to the City of Bend, Attention: Accounts Payable, P.O. Box 1458, Bend, Oregon 97709. Invoices may be emailed to: ap@bendoregon.gov. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business.

4. Subrecipient Determination. Grantee is deemed to be a subrecipient.

5. Effective Date and Termination Date. This agreement is effective as of the Effective Date. It is anticipated that Grantee will have applicable personnel hired and trained on or before April 1, 2023. Unless extended or terminated earlier in accordance with its terms, the Agreement shall terminate on April 1, 2026, but may be extended by the Parties to accomplish the purpose of this Agreement as set forth in the Scope of Work. Termination of the Grant Agreement will not extinguish or prejudice the City's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured. This Grant Agreement may be renewed or extended only upon written agreement of the Parties.

6. Compliance with Federal, State and Local Laws. Grantee shall comply with and obey all applicable federal, state and local laws, regulations, executive orders, and ordinances.

7. Recovery of Overpayments. Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one (1) or more of the provisions of this Grant Agreement ("Misexpended Funds"), as determined by the City in its sole discretion, or that remain unexpended on the earlier of termination or expiration of this Grant Agreement ("Unexpended Funds") must be returned to the City. Grantee shall return all Misexpended Funds to the City promptly after the City's written demand and no later than fifteen (15) days after the City's written demand. Grantee shall return all Unexpended Funds to the City within fourteen (14) days after the earlier of termination or expiration of this Grant Agreement. The right to recovery provided in this section is in addition to and not in lieu of any right which Oregon law provides for breach of contract.

8. Maintenance of Records; Public Records. Grantee shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, data and other evidence that reflects all of Grantee's expenditures of the grant funds. These records must be sufficient to demonstrate that the funds have been used in accordance with this Grant Agreement. The City may at any time review the documentation to determine the Grantee's conformance with the requirements of the Grantee's program, and Grantee shall make available to the City, upon request, all of the Grantee's records and documents with respect to all matters covered by this Grant Agreement.

- a. The City may require the Grantee to provide additional documentation if the existing documentation is deemed by the City to be incomplete.
- b. The Recipient shall retain all records related to this Agreement for a period of six (6) years following the expenditure of any grant funds. These records, including materials generated under the contract, shall be subject at all reasonable times to inspection and review by the City officials so authorized by law, regulation or agreement.
- c. If any litigation, claim or audit is started before the expiration of the six (6) year period provided in Section 13(b) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- d. All of Grantee's documents and records related to this Grant Agreement, and all other documents and records provided to the City by the Grantee, may be public records subject to disclosure under the State of Oregon Public Records Law. Thus, the City may be required, upon request, to disclose the Grant Agreement and documents or records related to it unless an exemption under the Public Records Law or other laws applies.

9. Independent Parties; Conflict of Interest.

- a. Grantee is not an officer, employee, or agent of the City as those terms are used in ORS 30.265 or otherwise.
- b. Neither the City nor Grantee, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.
- c. If Grantee is currently performing work for the City, Grantee by signature to this Grant Agreement, represents and warrants that Grantee's participation in this Grant Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee's participation under this Agreement. Grantee certifies that it is not currently employed by the federal government.

10. Indemnification. Grantee shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims') that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission by Grantee sustained in connection with the performance of this Grant Agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation by Grantee. This indemnification required shall not apply to the extent claims are caused by the negligence or willful misconduct of the City, its officers, agents, employees and volunteers. The Grantee

agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

11. Insurance.

- a. Grantee warrants that it is self-insured under Oregon law for its liabilities under this Agreement, up to the amount of \$1 million dollars and have an excess general liability that covers claims between \$1 million and \$2 million. Grantee's insurance shall include coverage for personal injury, bodily injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self-insurance of City of Bend or its officers, employees or agents. Each such policy obtained by Grantee shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide City of Bend with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against City of Bend or its officers, agents, or employees to the extent the action was caused or contributed to by (a) any negligent or wrongful act or omission of Grantee, a Beneficiary, or any of Grantee's officers, representatives or employees and/or (b) Grantee's breach or violation of any term of this Agreement, and that Grantee shall indemnify City of Bend for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name the City of Bend and its officers, agents, employees and volunteers as an additional insured. Grantee shall be responsible for providing workers' compensation insurance for its employees as required by Oregon state law.
- b. Grantee shall also purchase and maintain at their own expense Commercial Automobile (Fleet) Liability Insurance with minimum combined single limit of \$2,000,000 covering all owned, non-owned, and hired vehicles to be used in performance of the Project. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the contract terms. Insurance may be provided by self-insurance and/or umbrella coverages to meet the required limits.
- c. Grantee shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City. The Certificate and Endorsement shall also state the deductible or self-insured retention level.

12. Default; Remedies. In the event of breach of this Grant Agreement the Parties shall have the following remedies:

- a. Termination under this Grant Agreement shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
 - i. Grantee may not incur obligations or liabilities after Grantee receives written notice of termination.
 - ii. Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Grant Agreement or for any damages of any sort arising solely from the termination of this Grant Agreement in accordance with its terms.
- b. If this Grant Agreement is terminated by the City due to a breach by the Grantee, the City may pursue any remedies available at law or in equity.
 - i. Such remedies may include, but are not limited to, termination of this Grant Agreement, return of all or a portion of funded amount, payment of interest earned on this funded amount, and declaration of ineligibility for the receipt of future grant/contract awards.
- c. If this Grant Agreement is terminated by the Grantee due to a breach by the City, the Grantee may pursue any remedies available at law or in equity.
 - i. Such remedies may include, but are not limited to, termination of this Grant Agreement, payment of all incurred obligations or liabilities by Grantee, and payment of interest for any incurred obligations or liabilities.
- d. If amounts previously paid to Grantee exceed the amount due to Grantee under this Grant Agreement, Grantee shall repay any excess to City upon demand.
- e. Neither the City nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, government declared public health emergency, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of the City or Grantee, respectively; however, Grantee shall 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. For any delay in performance as a result of the events described in this subparagraph, Grantee may be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Grant Agreement, but only upon City approval.

- f. The passage of this Grant Agreement expiration date shall not extinguish or prejudice City's or Grantee's right to enforce this Grant Agreement with respect to any default or defect in performance that has not been cured.
- g. City's remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13. Termination. All or part of this Grant Agreement may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon sixty (60) days' notice in writing to the other Party. The City may also terminate all or part of this Agreement as specified below:

- a. This Grant Agreement shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon City if funding is not obtained or is not continued at levels sufficient to allow for the underlying grant award. The City will give notice whenever possible.
- b. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that the Project is no longer lawful or deemed an allowable use under this Grant Agreement.
- c. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, insurance, or certificate required by law or regulation to be held by the Grantee to provide a service under this Grant Agreement.
- d. With thirty (30) days' written notice, if Grantee fails to proceed as appropriate with the deemed allowable use(s) described in this Grant Agreement (or subsequent modifications to this Grant Agreement) within the time specified herein, or any extensions thereof.
- e. Upon written notice, if the Grantee fails to proceed with deemed allowable uses on or about the date specified in this Agreement (or subsequent modifications to this Grant Agreement).
- f. Upon written notice, if City fails to proceed with distribution of funds on or about the date specified in this Agreement (or subsequent modifications to this Grant Agreement).
- g. Upon written or oral notice, if the City has evidence that the Grantee has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- h. Failure of Grantee to comply with the provisions of this Grant Agreement and all applicable Federal, State and local laws and rules which may be cause for termination of this Grant Agreement. The circumstances under which this Grant Agreement may be terminated by either Party under this paragraph

may involve major or minor violations. Major violations include, but are not limited to:

- i. Acts or omissions that jeopardize the health, safety, or security of individuals.
 - ii. Misuse of funds.
 - iii. Intentional falsification of records.
- i. In those circumstances where a major violation is substantiated, continued performance may be suspended by the City immediately. In all cases involving a major violation, a written notice of intent to terminate this Agreement shall be sent to the Grantee found to be in violation. Prior to termination, the Grantee shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by the City in its sole discretion, this Agreement may be terminated, or other remedial actions may be initiated.
 - j. Minor violations usually involve less than substantial compliance with the general or special conditions of this Grant Agreement. In the event of alleged minor violations, written notice shall be given, and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Agreement may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.
 - k. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
 - l. Grantee shall make no expenditures, enter into no contracts, nor encumber funds in its possession, after notice of termination and later termination as set out above, without prior written approval from the City.
 - m. If this Grant Agreement is terminated due to Grantee's failure to perform services in accordance with this Agreement, City obligations shall be limited to payment for uses/expenditures incurred in accordance with this Grant Agreement prior to the date of notice of termination, less any damages suffered by the City, and Grantee shall return to the City any Unexpended Funds in Grantee's possession of the time the notice of termination was delivered to Grantee.

14. Grantee's Tender upon Termination. Upon receiving a notice of termination of this Agreement, Grantee shall immediately cease all activities under this Agreement unless the City expressly directs otherwise in such notice of termination.

- a. Upon termination of this Agreement, Grantee shall, as applicable, deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had this Agreement been completed.
- b. Upon City's request, Grantee shall surrender to anyone the City designates, all documents, research, objects or other tangible things needed to continue the deemed allowable uses.

15. Subrogation. In consideration of Grantee's receipt of funds from the City, Grantee assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage, to the extent of proceeds paid to Grantee under this Grant Agreement and that are determined in the sole discretion of the City to be a duplication of benefits ("DOB"). Upon receiving any DOB proceeds, Grantee agrees to immediately notify the City and the parties shall confer on whether the proceeds are DOB. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith. If Grantee is entering into sub-grant agreements for reallocating funds received under this Grant Agreement, Grantee shall ensure subrecipients agree to this provision as well.

16. Governing Law and Venue. This Grant Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. The venue for any claim, action, suit, or proceeding between Grantee and the City that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a claim shall 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. By signing this agreement, Grantee consents to the in personam jurisdiction of such courts.

17. Notices. All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

City of Bend:
710 NW Wall Street, Bend, Oregon 97703
Attn: Eric King, City Manager
Phone: 541-388-5505
Email: eking@bendoregon.gov

With a copy to:
710 NW Wall Street, Bend, Oregon 97703
Attn: City Attorney
Email: LegalNotice@bendoregon.gov

Deschutes County:
1300 NW Wall Street, Bend, Oregon 97703
Phone: (541) 388-6570
Email: legalcounsel@deschutes.org
Cc: grace.evans@deschutes.org

Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or email shall be deemed served upon receipt of the facsimile or email, followed by mail delivery.

18. Assignment of Contract. Grantee shall not assign this Grant Agreement without the prior written consent of the City, which may be given or withheld in the City's sole discretion. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

19. Entire Agreement. The Parties agree that this Grant Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties. The Parties may amend this agreement by a written amendment properly executed by both Parties.

20. No Third-Party Beneficiaries. City and Grantee are the only parties to this Grant Agreement and are the only Parties entitled to enforce its terms. Nothing in this Grant Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Grant Agreement.

21. Waiver. The City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of the City's right to performance in the future and shall not operate as a waiver of the City's right to enforce any other provision of this Grant Agreement.

22. Limitation on Authority. The City retains its authority to execute all applications, Agreements and other documents relating to the Project. Grantee has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Grant Agreement, or as authorized in writing.

23. Severability. In the event any term or condition of this Grant Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Grant that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

24. Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated into this Grant Agreement by this reference.

25. Counterparts. This Grant Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties. Each copy of the Grant Agreement so executed shall constitute an original.

CITY OF BEND, OREGON

DocuSigned by:
By: Eric King
Eric King, City Manager

Approved as to Form:

DocuSigned by:
By: Elizabeth Oshel
City Attorney's Office

Approved as to Form:

By: _____
County Counsel's Office

DATED this _____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

Exhibit A

PROJECT SCOPE

The purpose of this Grant Agreement is for the Grantee to provide a full-time Behavioral Health Specialist 1 to perform para-professional behavioral health services to guests of the emergency non-congregate shelter at the City's Navigation Center, 275 NE 2nd Street, Bend, Oregon, for a total of three years. A para-professional does not hold a professional license and works under the direction of a licensed provider. Full-time will be defined by Deschutes County Behavioral Health Services and is expected to include some offsite meetings and trainings. Guest services may also be provided at the temporary Navigation Center location at 154 NE Franklin Ave., while the location on NE 2nd Street is under renovation, anticipated to occur in 2023. The location for services will be coordinated between the City, Grantee, and the City's contracted operator of the Navigation Center.

To support the local mental health system and increase access to behavioral health services for those in need, Grantee will hire, train, and support a full-time position and locate that staff at the Navigation Center. This is a three-year position that will be billed to the City at a cost of \$135,000 per year. It is anticipated that Grantee will be able to hire the Behavioral Health Specialist I funded through this agreement by April 1, 2023. It is in the intent of the parties that funding under this Agreement be used for a full three years of services at the Navigation Center. In the event of staffing turnover, periods during which the Behavioral Health Specialist I is vacant shall not count toward the three-years of services, and the Parties may extend this Agreement so that a full three years of services are provided.

The increased coordinated response by a Deschutes County Behavioral Health staff will provide continuity and additional services to individuals experiencing acute mental health symptoms. Enhancing the response system, engaging early to screen houseless clients for mental health services and offering access appointments will result in improved outcomes for individuals with mental health symptoms and complex barriers.

Grantee, in conjunction with Shepherd's House, and the operator of the Navigation Center, will be responsible for coordinating the logistics of the position including office space, roles and responsibilities.

Exhibit B
Compensation

The City shall pay the amount of approximately \$135,000 annually, up to the not to exceed amount of \$405,000, towards staffing and supporting City's Navigation Center for three years. Expenses may include: a full time Deschutes County Behavioral Health staff person located at the City's Navigation Center for three years, training and credentialing related expenses, supplies, client stabilization funds, computers and peripherals, and indirect of 10%.

Grantee will invoice City annually beginning on the Effective Date. The Grantee will submit information and supporting documentation to demonstrate the length of time the Behavioral Health Specialist 1 has performed services under this Agreement since the last invoice.

Certificate Of Completion

Envelope Id: 387D729E0EB648DEB60FFD250038B8CE	Status: Completed
Subject: Complete with DocuSign: City of Bend Deschutes County - BH Navigation Center.pdf	
Source Envelope:	
Document Pages: 12	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Meghan Goss
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	710 NW Wall st.
	Bend, OR 97703
	mgoss@bendoregon.gov
	IP Address: 98.142.36.35

Record Tracking

Status: Original	Holder: Meghan Goss	Location: DocuSign
3/6/2023 5:10:32 PM	mgoss@bendoregon.gov	

Signer Events

Elizabeth Oshel
 eoshel@bendoregon.gov
 Assistant City Attorney
 City of Bend
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 19705434244D4ED...
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.120.16.78

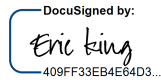
Timestamp

Sent: 3/6/2023 5:11:57 PM
 Viewed: 3/7/2023 8:26:41 AM
 Signed: 3/7/2023 8:27:18 AM

Electronic Record and Signature Disclosure:

Accepted: 1/7/2022 10:19:20 AM
 ID: 78804a74-6635-440d-b82c-b925b94e6d5d
 Company Name: City of Bend CMO

Eric King
 eking@bendoregon.gov
 City Manager
 City of Bend
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 409FF33EB4E64D3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.142.36.35

Sent: 3/7/2023 8:27:19 AM
 Viewed: 3/7/2023 9:11:58 AM
 Signed: 3/7/2023 9:12:03 AM

Electronic Record and Signature Disclosure:

Accepted: 7/5/2021 8:13:34 AM
 ID: 63024b46-3be6-4515-ad0a-4c02b498e37f
 Company Name: City of Bend CMO

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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 5:11:57 PM
Certified Delivered	Security Checked	3/7/2023 9:11:58 AM
Signing Complete	Security Checked	3/7/2023 9:12:03 AM
Completed	Security Checked	3/7/2023 9:12:03 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bend (we, us or City) 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 may be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below. Paper copies may also be requested from City by contacting Procurement.

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.

Notices and disclosures may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system 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. 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 the City:

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 advise the City 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 dgalanaugh@bendoregon.gov and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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 dgalanaugh@bendoregon.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with the City

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 dgalanaugh@bendoregon.gov and in the body of such request you must state your email, full name, mailing address, and telephone number.**

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**
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