

MANAGEMENT AGREEMENT

By and between COLUMBIA GORGE HUMANE SOCIETY, an Oregon non-profit corporation (CGHS) and WASCO County, a political subdivision of the State of Oregon (County), (together, the “Parties”).

In consideration for County providing use of the Animal Shelter property located at 200 River Road, The Dalles, OR to CGHS, together with the authority to manage and operate an animal shelter and licensing program pursuant to the Facility Use Standards attached as Exhibit B, the parties agree as follows:

Section 1. Term.

1.1 The original term of this Management Agreement (the “Agreement”, “Management Agreement”, or Contract”) shall be from March 15, 2024 through December 31, 2028 unless sooner terminated as hereinafter provided or in accordance with the terms of the Facility Use Standards (attached and incorporated as Exhibit B). So long as CGHS is not in default of any material terms of this Agreement or Facility Use Standards, this Agreement shall automatically renew for an additional five (5) year term.

1.2 So long as CGHS is not in default of any material terms of this Agreement or Facility Use Standards, this Agreement shall automatically renew for an additional five (5) year term.

1.3 Either party to this Agreement may terminate the Agreement by providing not less than a 90 day written notice to the other party.

1.4 With 30 day written notice the County or CGHS may revisit this Management Agreement and make adjustments with mutual written agreement.

Section 2. Consideration.

2.1 Upon Agreement. Upon execution, County shall pay CGHS the amount of \$25,000. County shall pay CGHS one additional payment of \$25,000.00 on or before September 1, 2024 so long as CGHS is not in material breach of this Agreement. County shall make the Shelter available to CGHS at no cost as consideration for the right to manage and operate the Wasco County Animal Control Shelter, herein referred to as "SHELTER" or “Premises”. Additionally, all funds and revenues for or associated with the Shelter’s operations, including without limitations, funds received from intake fees, surrenders, spay & neuters programs, donations, grants, dog licensing fees and service fees (subject to section 4.2 below), board and adoptions will go to CGHS.

Section 3. Animal Shelter Operations.

3.1 CGHS shall manage the animal shelter as a public non-profit animal shelter

in accordance with the Scope of Work attached and incorporated as Exhibit A and all applicable federal, state and generally accepted industry standards.

3.2 Except as provided in 4.3, relating to dog licenses, CGHS may establish and retain all revenues for or associated with the Shelter's operations, including without limitations, funds received from intake fees, surrenders, donation, grants, board and adoptions for purposes of funding the management and operation of the animal shelter and related programs.

3.3 Dogs brought to the shelter by an Animal Control Officer or designee (officer) for Wasco County shall be admitted at no charge and no dog will be turned away because of lack of kennel space. Acceptance of all other animals shall be at the discretion of CGHS.

3.4 Except in cases of severe injury or illness when euthanasia is the only reasonable course of action, a dog shall be impounded for at least seventy two hours unless first claimed by the keeper. A reasonable effort shall be made to notify the keeper of the dog in all circumstances. Dogs that are brought in by public authorities as strays shall be in the custody of CGHS, and upon meeting the statutory minimum hold time shall be available for adoption. Before a dog associated with any law enforcement or public health action is removed from impoundment CGHS shall contact the impounding agency and receive authorization for release of the dog. All dogs on hold for public health screening or dog bite cases will be held for the minimum amount of time required under Oregon law shall obtain permission from the public authority prior to release.

3.5 CGHS will refrain from interfering with any County enforcement proceedings and all investigations. Investigations and enforcement proceedings will be treated as confidential and CGHS employees and volunteers will refrain from public comment to the extent permitted by law.

3.6 Euthanasia of any animal will be the responsibility of the CGHS. All animal remains shall be disposed of in a proper and lawful manner.

3.7 Kennel space, occupancy, cleanliness and use shall be humane and consistent with generally accepted industry standards.

3.8 CGHS will send to County an annual accounting of the total number of dogs housed in the shelter for the prior year, including adoption and euthanasia rates and such other information as the County may require in the public interest. This accounting shall clearly identify the State, County, City, and agency from which the dog was released or impounded.

3.9 The Parties shall maintain the Shelter as set forth in Section 4 of the Facility Use Standards.. For new construction, making repairs or major renovations, CGHS will be responsible for acquiring zoning, planning and building approvals and permits, if necessary.

3.10 CGHS agrees to indemnify, save harmless and defend County, its officers,

agents, representatives and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of or related to negligent acts or omissions of CGHS, its officers, employees, subcontractors or agents in connection with performance of this Contract. In the event any such action or claim is brought against County, CGHS shall, upon County's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to County or to County and CGHS jointly, and reimburse County for any loss, cost, damage or expense (including legal fees) suffered or incurred by County.

3.11 Fire/casualty insurance shall be provided as set forth in the Facility Use Standards. Otherwise, in conjunction with all services performed under this Contract CGHS shall obtain, maintain and furnish to the County, upon request, proof of the following:

- Commercial General Liability Insurance. A broad form commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$2,000,000 for bodily injury, personal injury or property damage. The policy shall have a contractual liability endorsement to cover CGHS's indemnification obligations under the Contract. The policy shall also contain an endorsement naming County as an additional insured, in a form satisfactory to County, and expressly providing that the interest of County shall not be affected by CGHS's breach of policy provisions.
- Workers' Compensation Insurance. Unless CGHS is exempt, CGHS shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. CGHS shall provide County with such assurances as County may require from time to time that CGHS is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.
- Comprehensive Automobile Liability. If CGHS will use a motor vehicle on a regular basis in the performance of the Services, CGHS shall maintain automobile liability insurance coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage for each motor vehicle owned, leased or operated under the control of CGHS for, or in the performance of, the services.

3.12 CGHS shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall CGHS or CGHS employees be considered employed by County. CGHS will provide all tools or equipment necessary to carry out this Agreement, and will exercise complete control in achieving the results Agreement in the Scope of Work. CGHS is solely responsible for its performance under this Agreement; for payment of any fees, taxes,

royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. CGHS shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to County.

Section 4. Dog Licensing

4.1 CGHS is authorized to issue dog licenses in accordance with ORS 609.100 to 609.110. CGHS shall comply with ORS 433.340 to 433.390 and shall not issue a license for a dog until the CGHS has been provided with a current certification of a rabies inoculation issued and signed by a veterinarian.

4.2 Each CGHS employee authorized to process dog licenses shall be trained in proper procedures and compliance with laws and regulations. CGHS shall maintain evidence of such training, which shall be available for inspection by County on request.

4.3 CGHS may impose a dog license service fee of not to exceed 20% in addition to the dog license fee amounts set by ORS 609.100, as it may be amended. CGHS shall maintain all dog licensing and rabies vaccination fees in a separate fund less the administration fee, to be expended on costs reasonably attributable to providing statutorily mandated and authorized services as provided in ORS 609.110. CGHS shall provide to the County Treasurer a detailed monthly accounting of fund activity no later than the 10th day after the close of the prior month.

4.4 CGHS shall maintain appropriate records of all dog licenses issued. These records shall at a minimum comply with all statutory requirements including the name, address, and phone number of the person purchasing the license, a description of the dog, and a copy of a valid rabies certificate; the license number, issue date and expiration date, the rabies expiration date and if the dog is spayed or neutered and a record of all financial transactions.

4.5 CGHS shall provide 911 Dispatch with a list of all licensed dogs and their owners at least quarterly.

4.6 The Sheriff of Wasco County may suspend or revoke the authority granted herein to issue dog licenses granted herein in his or her sole discretion. Notwithstanding any other provision, CGHS shall comply with the terms and conditions of any dog control ordinance that may in the future be duly enacted by the County.

Section 5. County Obligations and Rights

5.1 The Wasco County Sheriff may inspect the shelter on a regular basis to ensure that dogs placed by County and City officials are being lodged and cared for in compliance with this Management Agreement and industry standards.

5.2 Law Enforcement officers shall have access to the facility after hours to lodge dogs. The Animal Control officers shall coordinate with and keep CGHS staff informed of

all such access.

5.3 County shall enforce the existing cell tower lease in a manner as to avoid unreasonable interference with shelter operations. County may grant further cell tower leases as provided in the donation agreement, provided such leases do not unreasonably interfere with operation of the shelter.

5.4 Nothing in this agreement obligates County to use the shelter or CGHS services. County may, in its sole discretion, commence operation of an animal shelter as a public service upon 90 days advance notice to CGHS.

5.5 This Agreement is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Agreement, and if County has no funds legally available for consideration from other sources, then County may terminate this Agreement.

Section 6. General Terms

6.1 Neither party may assign or subcontract its authority, rights or obligations under this Agreement without the written consent of the other party. CGHS shall not grant, permit or suffer any mortgage, lien, assessment or other encumbrance, excepting ad valorem real property taxes and similar governmental charges, on the Property without the written consent of County which may be granted or denied in County's sole discretion.

6.2 Both parties to this agreement shall hold each other harmless, indemnify and defend each other and their officers, employees and agents from and against all claims, suits, actions, losses, damages and expenses of any nature arising or resulting from our out of the actions, or failure to act, of either party, or their officers employees or agents. CGHS shall at all times maintain general liability insurance for its activities in an amount not less than the amount specified in ORS 30.272, as amended. County may require that it be provided proof of coverage.

6.3 In addition to any other remedy provided by law, either party may terminate this Agreement for material breach upon providing the other party with 60 days' written notice and opportunity to cure. The parties shall cooperate reasonably and in good faith to avoid a breach and to cure any breach. Notwithstanding this provision, County may suspend or revoke the authority of CGHS to issue dog licenses and rabies certifications immediately if the Sheriff declares that there is an immediate threat to public health or safety.

6.4 The Term of this Agreement is perpetual, except this Agreement shall terminate on the earlier of:

- a. As set forth in Section 1.1 of this Agreement;
- b. Mutual agreement of the parties;
- c. Cessation of animal shelter operations by CGHS. CGHS shall first provide County with a minimum of 180 days written notice of cessation. It is understood that cessation of animal shelter operations triggers the County's right of reentry; or
- d. Material breach as provided in paragraph 6.3.

Regardless of the basis for termination, the parties shall cooperate reasonably in good faith to provide for an orderly transition to another facility or winding down of operations.

6.5 Upon termination of the Contract for any reason, CGHS shall promptly and peaceably remove itself, its officers and employees from the Premises. CGHS shall leave County's property and equipment in good condition and repair and in good working order, reasonable wear and tear excepted. If CGHS fails to remove its property, County may, at CGHS's sole expense, remove the same to a public warehouse for storage or retain the same in its own possession. If such property is not claimed by CGHS within 10 days after the termination date, County may sell the same at public auction, the proceeds to be applied first to the expenses of removal, storage and sale, then to any sums owed by CGHS to County, with any balance remaining to be paid to CGHS. If the expenses of removal, storage and sale exceed the proceeds of sale, CGHS shall promptly pay such excess to County upon demand. All animals, other than those being held on behalf of County for impoundment, shall remain the obligation of CGHS. Termination of this Contract shall result in termination of CGHS's right to use or occupy Premises.

COLUMBIA GORGE HUMANE SOCIETY

Suny Simon

By: Suny Simon
Title: Board President

Date: 02 / 26 / 2024

WASCO County BOARD OF COMMISSIONERS

S.D. Kramer

Steven D. Kramer, Chair

Scott C. Hege

Scott C. Hege, Vice-Chair

ABSENT

Phil Brady, County Commissioner

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Document ID	b5f6d1413e5506793cb5a3006baaafa7ef9f1e88
Audit trail date format	MM / DD / YYYY
Status	● Signed

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SIGNED

02 / 26 / 2024

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EXHIBIT A

5.0 SCOPE OF SERVICES

CGHS shall perform the service in adherence to these guidelines.

5.1 Shelter and Adoption Services Program Operation

- a. Shelter facilities must be within or a convenient distance from The Dalles.
- b. Shelter facilities shall be kept secure.
- c. CGHS will establish convenient public hours of access, including weekend hours and by appointment. Public hours must include being open at least twenty (20) hours per week that includes three (3) different days per week, including either a Saturday or a Sunday.
- d. Dogs in the Shelter will be treated with care and respect, and provided a clean, comfortable and healthy environment. An appropriate environment will be provided to minimize stress levels and address social and exercise needs. The health and welfare of the dogs is a foremost consideration.
- e. CGHS will develop and follow a clear set of protocols regarding Shelter admission and intake procedures, care and welfare of dogs, employee conduct and Shelter and adoption operations.
- f. CGHS will be familiar with the “Guidelines for Standards of Care in Animal Shelters”, published by the Association of Shelter Veterinarians and updated December 2022.
- g. Employees and volunteers will have training or experience appropriate to their positions.
- h. CGHS will utilize a shelter management information system of their choosing subject to meeting the minimal reporting requirements of County.

5.2 Dog Intake

- a. All dogs impounded by state, county and city officials and delivered to the Shelter shall be accepted, subject to 5.2e and 5.2f (below).
- b. Dogs are to be accepted without breed-specific barriers.
- c. Each dog will be assessed upon arrival in regard to physical condition, medical needs and initial behavioral observations.
- d. Dogs will be vaccinated, treated for fleas and worms, and groomed as necessary for the dog’s health and comfort.
- e. Dogs in medical distress may be rejected by the CGHS.
- g. Dogs will be assigned housing with consideration for species, sex, whether fertile, medical condition, behavior and temperament.
- h. A minimum of two (2) kennels shall be available 24/7 for law enforcement officials to drop off impounded dogs.
- i. Dogs will be held prior to eligibility for adoption, transfer to another dog welfare agency or placement with a rescue group. Minimum holding requirements are as follows.
 - i. Dogs that are unlicensed or for which the owner is unknown shall be held for 72 hours before being eligible for adoption, transfer or euthanasia.
 - ii. If a dog’s owner is known, the owner must be notified (voicemail, email, or written letter) within 24 hours and the dog must be held for 72 hours after notification to the owner before being eligible for adoption, transfer or euthanasia.

- iii. Dogs classified as potentially dangerous or under legal holds are subject to additional holding requirements.

5.3 Administration

- a. Public Shelter and adoption services will be operated according to a program budget. However, donations, Shelter fees and adoption revenues in excess of the projected amount specified in the contract will be revenue to the CGHS in addition to the contract amount.
- b. Accurate recordkeeping and tracking of individual dogs in the public Shelter and adoption program will be maintained by CGHS.
- c. CGHS will utilize a shelter / licensing management information system of its choice subject to the minimal reporting requirements of County.

5.4 Community Partnerships and Involvement

- a. Volunteers and foster families will be an important part of the public Shelter and adoption program. Participation in the program will be encouraged, and recruitment, screening, training and retention of fostering and Shelter and adoption volunteers will be provided by CGHS.
- b. A plan to encourage and receive donations will be developed and maintained by CGHS.
- c. Partnerships with community groups, veterinary service providers, other animal welfare agencies and rescue groups will be developed and maintained by CGHS.

5.5 Euthanasia

- a. CGHS should make every effort not to euthanize any healthy and adoptable dog.
- b. CGHS will make reasonable attempts to locate suitable community resources including rehabilitative or training resources, placing the dog with a rescue agency or transferring the dog to another animal welfare agency prior to making a determination to euthanize the dog.
- d. CGHS will develop and follow a clear protocol on the use of euthanasia.
- e. Euthanasia using the most modern and humane method available is to be carried out by certified Euthanasia Technicians under the provisions established by Oregon law.

5.6 Customer Services

- a. High quality customer service is a priority.
- b. Public lost and found reporting opportunities will be provided by CGHS.

5.7 Adoption, Placement or Transfer of Dogs

- a. Every reasonable effort shall be made to identify each dog's owner and return the dog to its owner prior to release through adoption, placement with a rescue agency or transfer to a dog welfare agency.
- b. A dog that has been released from CGHS through adoption will no longer be the responsibility of the CGHS.
- c. Adoption is to be promoted through a variety of outreach strategies including advertising, internet and offsite events.
- d. Dogs are to be spayed or neutered as a condition of adoption.

- e. All dogs required to be licensed within Wasco County are to be licensed prior to release from the Shelter.
- f. CGHS will maintain detailed records of dogs that are adopted, transferred to another animal welfare agency, foster family or placement with a rescue agency. These records shall be maintained for a minimum of 24 months.

5.8 Licensing

- a. CGHS will maintain detailed records (use of appropriate software is preferred) to allow for effective data management.
- b. Licensing program shall be maintained in a current and up-to date manner and in accordance with standards customary throughout the State.
- c. Licensing renewals shall be distributed to owners on a monthly basis.
- d. CGHS shall work with local veterinary offices to maintain the licensing program.
- e. CGHS will provide a license to any licensing management software to allow veterinary offices to issue licenses.

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EXHIBIT B

FACILITY USE STANDARDS

1. **PERMITTED USE.** The Premises shall primarily be used as set forth in the Agreement, including for the purpose of providing dog kennels, animal adoption services, and other services provided by an animal rescue entity. The Premises shall be used for no other purposes without the prior consent of the County, which shall not be withheld unreasonably. Regardless of CGHS's obligations under the Contract, CGHS will house dogs and cats impounded due to state or local laws, ordinances or regulations. Premises are provided as-is. All fixtures located in or on the Premises as of the Contract start date shall be considered property of the County.

2. **RESTRICTIONS ON USE.** In connection with the use of the Premises, CGHS shall:

2.1. Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises and correct at CGHS's own expense any failure of compliance created through CGHS's fault or by reason of CGHS's use. CGHS shall not be required to make any structural changes to effect such compliance.

2.2. Refrain from any activity other than their approved uses which would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent County from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing County to obtain reduced premium rates for long-term fire insurance policies, unless CGHS pays the additional costs of the insurance.

2.3. Reserved.

2.4. Refrain from loading the floors beyond the point considered safe by a competent engineer or architect.

3. **UTILITIES.** All utilities, including, but not limited to, lights, power, sewer, water and heat will be supplied and paid for by CGHS.

4. **REPAIRS AND MAINTENANCE.**

4.1. **COUNTY'S OBLIGATIONS.** The following shall be the responsibility of the County:

4.1.1 Repairs of the roof and gutters, exterior walls (including painting), bearing walls structural members, floor slabs, and foundation (Routine maintenance of these systems is the responsibility of CGHS).

4.1.2 Repair of the exterior water, sewage, gas, and electrical services up to the point of entry to the Premises (Routine maintenance of these systems is the responsibility of CGHS).

4.1.3 Repair of the plumbing system and electrical system, (other than ordinary maintenance) up to the point of entry to the Premises (Routine maintenance of these systems is the responsibility of CGHS).

4.1.4 Repair of the boilers, lighting facilities, fired or unfired pressure vessels, fire hose connections, fire sprinkler and/or sand pipe and hose, or other automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment (Routine maintenance of these systems is the responsibility of CGHS).

4.2 CGHS'S OBLIGATIONS. The following shall be the responsibility of the CGHS:

4.2.1 Repair and maintain all interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, wiring and plumbing from the point of entry to the Premises and from the point of entry of any and all ancillary structures including, but not limited to, the yurt, outbuildings, tailers, etc.

4.2.2 Any repairs or maintenance necessitated by the negligence of CGHS and/or CGHS's Agents, including repairs and maintenance that would otherwise be the responsibility of County under Section 4.1.

4.2.3 Any repairs or alterations required under CGHS's obligation to comply with Legal Requirements.

4.2.4 Repainting of all interior walls of the Premises.

4.2.5 Maintain the Premises (and all sidewalks, driveways, curbs, hallways, gutters, and all other areas immediately surrounding the Premises) in good order and repair and in broom-clean condition.

4.2.6 Unless due to structural failure of the Premises, All glass, both exterior and interior to the Premises, is at the sole risk of CGHS, and any broken glass will be promptly replaced by CGHS with glass of the same size, kind, and quality.

4.2.7 All other repairs, alterations, or maintenance obligations to the Premises which County is not expressly required to make under this Agreement.

4.3. INSPECTION OF PREMISES. County shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. County will inspect the Premises at least annually. Failure of County to conduct annual inspection of the Premises does not relieve CGHS of its obligation to maintain and repair Premises.

4.4. REIMBURSEMENT FOR REPAIRS ASSUMED. Notwithstanding CGHS's obligation to make all repairs to the Premises, if either party fails or refuses to make repairs which are required of it, the other party may make the repairs and charge the actual costs of the repairs to the responsible party. Such expenditures by the County or the CGHS shall be reimbursed on demand together with interest at the rate of 9 percent per annum from the date of the expenditure by the non-responsible party. Such expenditures by CGHS must be collected directly from the County and shall not be withheld from rent. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party for the resulting expense unless at least 30 days before work is

commenced the defaulting party is given reasonable notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate the repairs in good faith.

4.5. COUNTY'S INTERFERENCE WITH CGHS. Any repairs, replacements, alterations, or other work performed on or around the Premises by County shall be performed in a workman-like manner and in such a way as to not interfere as reasonably as possible with the use of the Premises by the CGHS. CGHS shall have no right to any claim against the County for any inconvenience or disturbance with the requirements of this provision.

5. ALTERATIONS. Except as provided for herein, CGHS shall make no improvements or alterations on the Premises without first obtaining County's written consent. All permanent improvements and alterations performed on the Premises by either the County or CGHS shall be the property of the County when installed unless the County has given written consent to the contrary.

6. FIRE INSURANCE. County shall keep the Premises insured against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. CGHS shall bear the expense of any additional insurance insuring the property of the CGHS on the Premises against fire and other risks, but CGHS shall not be required to insure its own property. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other.

7. LIENS. Except with respect to activities for which County is responsible, CGHS shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the premises free from any liens.

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Status	● Signed

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