



Agenda Sheet for City Council Meeting of:
02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2023-0253
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	HOWARD DELANEY 625-4450
Contact E-Mail	HDELANEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0560 INTERLOCAL WITH SPOKANE COUNTY FOR JURY MANAGEMENT SERVICES

Agenda Wording

Municipal Court's execution of an Interlocal Agreement with Spokane County and the Spokane County Superior Court for Regional Jury Management Services under the provisions of chapter 39.34 of the Revised Code of Washington.

Summary (Background)

The Spokane Municipal Court is required by the provisions of chapter 35.20 of the Revised Code of Washington to provide a trial by jury to individuals charged with a criminal offense. Since its inception, the Spokane Municipal Court has contracted with Spokane County and the Spokane County Superior Court to provide its jury management services.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Budget Account

Expense	\$ \$10,000 2023 preliminary estimate	# 0560-13100-12500-54261-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

Dept Head	DELANEY, HOWARD	Study Session\Other	1/23/2023 Finance
Division Director	LOGAN, MARY	Council Sponsor	Lori Kinnear
Finance	BUSTOS, KIM	Distribution List	
Legal	HARRINGTON, MARGARET		hdelaney@spokanecity.org
For the Mayor	PERKINS, JOHNNIE		aharte@spokanecity.org
Additional Approvals			jlargent@spokanecity.org
Purchasing			acallan@spokanecounty.org
			Approved by Spokane City Council on: 2/27/23



City Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF AN)
INTERLOCAL AGREEMENT BETWEEN THE CITY)
OF SPOKANE AND SPOKANE COUNTY FOR THE)
DELIVERY OF JURY MANAGEMENT SERVICES)
FOR THE CITY OF SPOKANE BY SPOKANE)
COUNTY SUPERIOR COURT)

RESOLUTION

WHEREAS, RCW 36.32.120(6) provides that the Spokane County Board of County Commissioner (“Board” or “Board of County Commissioners”) shall provide for the care of the county property and the management of the county funds and business and in the name of the county prosecute and defend all actions for and against the county, and

WHEREAS, RCW 39.34 provides the authority for any public agency to jointly exercise all powers and privileges conferred by this chapter upon the public agency through an Interlocal Agreement; and

WHEREAS, the City of Spokane operates its Municipal Court within Spokane County’s property and the City of Spokane utilizes the County’s jury management system and desires to continue to utilize this system; and

WHEREAS, the signatories to the existing Interlocal Agreement desire the repeal and replacement of the existing Interlocal Agreement with the proposed attached Interlocal Agreement; now

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6) and 39.34 RCW, that the Board hereby approve the Interlocal Agreement as presented and directs that the Chair of the Board of Commissioners executed the Interlocal Agreement on behalf of the County at other than an open meeting.

PASSED AND ADOPTED this 14th day of March, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Mary L. Kuney

MARY L. KUNEY, CHAIR

Josh Kerns

JOSH KERNS, VICE-CHAIR

ATTEST:

Ginna Vasquez

Ginna Vasquez, Clerk of the Board

Al French

AL FRENCH, COMMISSIONER

Amber Waldref

AMBER WALDREF, COMMISSIONER

Chris Jordan

CHRIS JORDAN, COMMISSIONER

**INTERLOCAL AGREEMENT FOR COSTS INCIDENT
TO JURY MANAGEMENT SERVICES IN THE CITY OF SPOKANE
(January 1, 2023-December 31, 2025)**

THIS AGREEMENT, made and entered into by and among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as "COUNTY," the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Blvd., Spokane, Washington 99201, hereinafter referred to as "CITY" and **Spokane County Superior Court**, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "COURT," jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Spokane County Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the COURT maintains a Jury Management System ("System"); and

WHEREAS, the CITY is desirous of using the COURT'S System for its Municipal Court; and

WHEREAS, in conjunction with the CITY'S use of the System, the CITY agrees to pay a percentage of the administrative costs for such System, to include (1) personnel, computer equipment/printer and supply costs; (2) printing and postage costs; (3) State Industrial Insurance costs; and (4) juror fees, mileage, bus and parking costs, and (5) indirect costs.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the COURT will provide System services to the CITY. For the purpose of this Agreement, the System is described as summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY'S Municipal Court. The terminology CITY'S Municipal Court shall mean that Court used by the CITY to meet its responsibilities under RCW 39.34.180.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on January 1, 2023, and run through 11:59 P.M. December 31, 2025, unless one or all of the PARTIES give notice of termination as provided for in Section No. 5 and Section No. 10 of this Agreement.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

The CITY shall pay the COUNTY the actual costs for its use of the System as outlined below.

A. **Reimbursement.** Costs of the System shall be comprised of two components, namely (1) costs for each jury panel requested, and (2) administrative costs for management of the System.

(1) Costs for each jury panel requested.

Costs for each jury panel requested shall be the actual costs to include jury fee, mileage, and all other costs directly attributable to the specific jury requested. These costs shall be the responsibility of the CITY once a jury is requested regardless of whether it is ever empaneled.

(2) Administrative costs for management of the System.

Administrative costs of the System shall include all costs incurred by the COURT in operating/providing the System for any calendar year to include:

Item (a): court personnel, Information Technology Department personnel, computer equipment/printer and supply costs. Personnel costs will include (i) all cost of giving (COLA) adjustments as authorized by the COUNTY for persons providing the System and/or (ii) salary increases,

Item (b): Printing and postage costs,

Item (c): State Industrial Insurance costs,

Item (d): Cost for bus passes for jurors summoned on CITY cases, and

Item (e): Indirect costs.

Any increase in any administrative costs will be reflected in the current year's costs.

The CITY'S share of the administrative costs under Item 2 (a) above will be calculated by taking the total costs for Item 2 (a) for any calendar year and dividing it by the total number of jury panels requested in Superior, District and Municipal Court by all users of the System. This will provide a per jury panel administrative costs for Item 2 (a). The CITY will then pay this per jury administrative costs for Item 2 (a) for each jury panel it has requested.

The CITY'S share of the administrative costs under Item 2 (b) shall be determined by using the percentage of juror days served by Superior, District, and Municipal Courts in any calendar year. The CITY shall pay its proportionate share of such cost based on the number of juries requested.

The CITY'S share of the administrative costs under Item 2 (c) shall be determined by taking the per hour juror rate which the COURT pays for State Industrial Insurance and multiplying it by the total number of juror hours for persons who served as jurors for the CITY.

The CITY's share of the administrative costs under Item 2 (d) shall include the actual cost of bus passes for jurors summoned on CITY cases as well as the actual cost of parking on public lots within the Spokane County Courthouse complex for jurors called in to serve on CITY cases.

The CITY's share of the administrative costs under Item 2 (e) shall be determined by multiplying the indirect cost percentage calculated by the COUNTY Indirect Cost Plan by all other costs listed in this Agreement.

- B. **Payment.** The COUNTY will invoice the CITY for its actual use of the System on or before January 15, 2023 and successive years for the use of the System in the preceding year. Payment by the CITY will be due thirty (30) days after receipt of the COUNTY'S invoice. At the sole option of the COUNTY, a penalty may be assessed on any late payment by the CITY based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool. The CITY also agrees to pay juror fees and mileage on a monthly basis, parking costs on a monthly basis, state industrial insurance yearly along with administration costs. Indirect costs will be added to each monthly and annual billing.

SECTION NO. 4: SERVICES PROVIDED

The COUNTY, through the COURT, shall operate and provide the System to the CITY. The System is generally described as computer system maintenance, summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY'S Municipal Court.

SECTION NO. 5: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

COUNTY: Spokane County Chief Executive Officer or his/her authorized representative
1116 West Broadway Avenue

Spokane, Washington 99260

COURT: Spokane Superior Court Presiding Judge
Spokane County Superior Court
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City of Spokane Mayor or authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Spokane Municipal Court Presiding Judge
Spokane Municipal Court
1110 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 6: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same.

SECTION NO. 7: ASSIGNMENT

No Party may assign, in whole or in part, its interest in this Agreement without the approval of all other PARTIES.

SECTION NO. 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S/COURT'S intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY/COURT, their officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S intentional or negligent acts or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY/COURT, their officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY/COURT shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY/COURT for any purpose.

SECTION NO. 10: MODIFICATION, WITHDRAWAL, NON-RENEWAL AND TERMINATION

This Agreement may be modified in writing by mutual agreement of the PARTIES.

Any Party may withdraw from this Agreement upon a minimum of ninety (90) days written notice to the other PARTIES of intent to withdraw. Any Party may terminate this Agreement upon a breach by the other Party, provided the Party seeking to terminate the Agreement shall provide at least 30 days written notice and an opportunity to cure by the breaching Party.

Upon withdrawal or termination, the CITY shall be obligated to pay for only those System services rendered prior to the date of withdrawal or termination.

The withdrawal of the CITY from this Agreement shall not impose a requirement on the COUNTY/COURT to provide for the funding or handling of System services for cases that are filed after the effective date of withdrawal.

SECTION NO. 11: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized by any Party to meet its obligations under the terms of this Agreement shall remain with such Party.

SECTION NO. 12: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 13: SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

SECTION NO. 14: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 16: AUDIT/RECORDS

The COUNTY AND COURT shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The COUNTY and COURT shall provide access to authorized CITY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 17: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 18: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

SECTION NO. 19: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 20: THIRD PARTY BENEFICIARIES

This Agreement is intended for the benefit of the COURT, CITY and COUNTY and not for the benefit of any third parties.

SECTION NO. 21: RCW 39.34 REQUIRED CLAUSES

A. PURPOSE

See Section No. 1 above.

B. DURATION

See Section No. 2 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES.

See provisions above.

E. AGREEMENT TO BE FILED.

The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site.

F. FINANCING.

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION.

See Section No. 10 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

SPOKANE COUNTY SUPERIOR COURT:

By: *[Signature]*

Title: Presiding Judge

DATED: 3.14.2023

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Signature]
MARY L. KUNEY, CHAIR

[Signature]
JOSH KERNS, VICE-CHAIR

[Signature]
AL FRENCH, COMMISSIONER

[Signature]
AMBER WALDREF, COMMISSIONER

[Signature]
CHRIS JORDAN, COMMISSIONER

ATTEST



[Signature]
Ginna Vasquez
Clerk of the Board **23 - 0172**

DATED: _____

CITY OF SPOKANE MUNICIPAL COURT:

By: *[Signature]*

Title: Presiding Judge

DATED: 3/6/2023

CITY OF SPOKANE

Attest:

By: Jolennie Perkins

Laurie Farnsworth
City Clerk (Acting)

Title: City Administrator

Approved as to form:

Approved as to form:

Michael J. Piccolo
Assistant City Attorney

[Signature]
Deputy Civil Prosecutor



Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Municipal Court
Contact Name	Howard Delaney
Contact Email & Phone	hdelaney@spokanecity.org 509-625-4450
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal with Spokane County for Jury Management Services
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Municipal Court's execution of an Interlocal Agreement with Spokane County and the Spokane County Superior Court for Regional Jury Management Services under the provisions of chapter 39.34 of the Revised Code of Washington, commonly known as the Interlocal Cooperation Act.
Proposed Council Action	Approve interlocal through 2025
Fiscal Impact Total Cost: <u>Annual costs vary and include the cost for each jury panel requested as well as a percentage of administrative costs which are shared with Spokane County District and Superior Courts. Actual costs paid in 2022 were \$22,003.</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why) N/A The Spokane Municipal Court is required by the provisions of chapter 35.20 of the Revised Code of Washington to provide a trial by jury to individuals charged with a criminal offense. Since its inception, the Spokane Municipal Court has contracted with Spokane County and the Spokane County Superior Court to provide its jury management services.	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Certificate Of Completion

Envelope Id: 70FFE934822E4FA98FA53E6DF06E68A9

Status: Completed

Subject: Please sign: OPR 2023-0253 Interlocal agreement with Spokane County for jury management costs

Source Envelope:

Document Pages: 12

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Stephen Williams

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

EnvelopeId Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

swilliams@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Stephen Williams

Location: DocuSign

3/6/2023 8:24:01 AM

swilliams@spokanecity.org

Signer Events

Terri L. Pfister

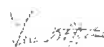
tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication (None)

Signature



Timestamp

Sent: 3/6/2023 8:38:47 AM

Viewed: 3/6/2023 8:50:35 AM

Signed: 3/6/2023 8:50:53 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 155.190.3.5

Electronic Record and Signature Disclosure:

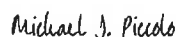
Not Offered via DocuSign

Michael J. Piccolo

mpiccolo@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication (None)



Sent: 3/6/2023 8:50:55 AM

Viewed: 3/6/2023 8:57:06 AM

Signed: 3/6/2023 8:57:16 AM

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.8

Electronic Record and Signature Disclosure:

Accepted: 3/6/2023 8:57:06 AM


ID: 70f5acbc-a1fa-4598-9b48-2000d47fcf35

Mary Logan

mlogan@spokanecity.org

Presiding Judge

Security Level: Email, Account Authentication (None)



Sent: 3/6/2023 8:57:20 AM

Viewed: 3/6/2023 10:19:25 AM

Signed: 3/6/2023 10:19:42 AM

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.6

Electronic Record and Signature Disclosure:

Accepted: 2/3/2022 4:32:52 PM

ID: f650daba-0ab0-488d-bb05-fd79c4fccaf1

Johnnie Perkins

jperkins@spokanecity.org

City Administrator

City of Spokane

Security Level: Email, Account Authentication (None)



Sent: 3/6/2023 10:19:45 AM

Resent: 3/6/2023 4:27:00 PM

Resent: 3/6/2023 4:29:09 PM

Viewed: 3/6/2023 6:12:36 PM

Signed: 3/6/2023 6:12:44 PM

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.3.5

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Laurie Farnsworth
lfarnsworth@spokanecity.org
Acting City Clerk
City of Spokane
Security Level: Email, Account Authentication
(None)

Signature

Laurie Farnsworth



Signature Adoption: Pre-selected Style
Using IP Address: 155.190.3.8

Timestamp

Sent: 3/6/2023 6:12:46 PM
Resent: 3/8/2023 9:28:13 AM
Viewed: 3/8/2023 9:36:51 AM
Signed: 3/8/2023 9:37:28 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Jessica Kirk
jkirk@spokanecity.org
Security Level: Email, Account Authentication
(None)



Sent: 3/6/2023 10:19:44 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sarah Cannon
scannon@spokanecity.org
Security Level: Email, Account Authentication
(None)



Sent: 3/6/2023 10:19:45 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
Envelope Updated Security Checked
Envelope Updated Security Checked
Envelope Updated Security Checked
Envelope Updated Security Checked
Envelope Updated Security Checked
Envelope Updated Security Checked
Certified Delivered Security Checked
Signing Complete Security Checked
Completed Security Checked

3/6/2023 8:38:47 AM
3/6/2023 4:27:00 PM
3/6/2023 4:27:00 PM
3/8/2023 9:28:12 AM
3/8/2023 9:28:12 AM
3/8/2023 9:28:12 AM
3/8/2023 9:36:51 AM
3/8/2023 9:37:28 AM
3/8/2023 9:37:27 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (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, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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 signing session and, if you elect to create a DocuSign signer account, you may access them 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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 SHI International Corp OBO City of Spokane:

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: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

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 e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal 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

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.