	Agenda Sheet for City Council Meeting of:		Date Rec'd	9/21/2023
	10/02/2023		Clerk's File #	OPR 2023-1002
			Renews #	
			Cross Ref #	
Submitting Dept	POLICE		Project #	
Contact Name/Phone	JACQUI MACCONNELL 625-4109		Bid #	
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG		Requisition #	
Agenda Item Type	Contract Item			
Agenda Item Name	0680-ILA WITH WSCJTC FOR VEHICLE MAINTENANCE			
Agenda Wording				
Interlocal agreement between City of Spokane and the Washington State Criminal Justice Training Commission(WSCJTC) outlining duties and responsibilities around vehicle repairs & maintenance.				
Summary (Background)				
The Spokane Police Department hosts Basic Law Enforcement Academy (BLEA) for the Washington State Criminal Justice Training Commission (WSCJTC). BLEA training includes provisions of state owned training vehicles which need routine maintenance and periodic repair services. WSCJTC is responsible for reimbursement of costs incurred by the City to repair and service CJTC owned vehicles.				
Lease? NO	Grant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Neutral	\$ 0	# N/A		
Select	\$	#		
Select	\$	#		
Select	\$	#		
Approvals		Council Notifications		
Dept Head	LUNDGREN, JUSTIN	Study Session\Other	Finance 09/18/2023	
Division Director	LUNDGREN, JUSTIN	Council Sponsor	Councilmember Cathcart	
Finance	SCHMITT, KEVIN	Distribution List		
Legal	BEATTIE, LAUREN	jmacconnell@spokanepolice.org		
For the Mayor	JONES, GARRETT	spdfinance		
Additional Approvals		Signer for WSCJTC: dave.miller@cjtc.wa.gov		
Purchasing				
		Approved by Spokane City Council		
		on: 10/02/2023		



 City Clerk

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal Agreement with WSCJTC regarding vehicle repairs
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department hosts Basic Law Enforcement Academy (BLEA) for the Washington State Criminal Justice Training Commission (WSCJTC). BLEA training includes provisions of state owned training vehicles which need routine maintenance and periodic repair services.</p> <p>This interlocal agreement between WSCJTC and City of Spokane outlines the process of WSCJTC owned vehicles being serviced and repaired through the City's Fleet Department.</p> <p>WSCJTC is responsible for reimbursement of costs incurred by the City to repair and service CJTC owned vehicles.</p>
Proposed Council Action	Approval of ILA – Oct. 2 nd
Fiscal Impact Total Cost: <u>\$0</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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?	

OPR No. OPR 2023-1002

WSCJTC Contract No.

IA24-057

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the City of Spokane, a municipal corporation of the State of Washington (CITY), and the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (CJTC), each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington Chapter 39.34 (“Interlocal Corporation Act”), the PARTIES may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, among other services, the CJTC provides law enforcement training services at various locations throughout the State of Washington for Washington State Certified Peace Officers through the CJTC’s Basic Law Enforcement Academy (BLEA); and

WHEREAS, these CJTC BLEA training site locations include a site in Spokane located at: Spokane Police Training Center, 2302 North Waterworks Street, Spokane, WA 99212; and

WHEREAS, the CJTC provided BLEA training includes CJTC’s provision of state owned training vehicles which need routine maintenance and periodic repair services; and

WHEREAS, CJTC contracts with several City of Spokane Police Department (SPD) officers to act in the capacity of CJTC staff at the Spokane training site (“SPD CJTC Staff”); and

WHEREAS, the PARTIES have identified the need for routine preventative maintenance and periodic repair services of the CJTC training vehicles; and

WHEREAS, CITY utilizes its own City of Spokane Fleet Department (Spokane City Fleet) for preventative maintenance and periodic repair of Spokane City-owned vehicles, including SPD vehicles; and

WHEREAS, CJTC desires to have SPD CJTC Staff arrange for Spokane City Fleet to serve as a primary provider of preventative maintenance and repair services for the CJTC state-owned training vehicles; and

WHEREAS, CJTC also desires to have SPD CJTC Staff facilitate securing CJTC contracts with Spokane area private vendors to be available as backup service providers when Spokane City Fleet lacks capability to provide services; and

WHEREAS, CJTC is a state agency obligated to comply with state procurement laws applicable to private vendor contracts for these state owned CJTC training vehicles which laws are set forth in the Washington State Department of Enterprise Services Public Policy No. POL-DES-125-03 applicable to state Direct Buy contracts which policy is available at: <https://des.wa.gov/sites/default/files/policy-documents/POL-DES-125-03DirectBuy.pdf>;

NOW, THEREFORE, the Parties agree as follows:

A. PURPOSE.

The purpose of this Interlocal Agreement is to outline the mutual agreement and shared understanding of CITY and CJTC regarding vehicle routine maintenance and periodic repair of CJTC state-owned vehicles used for training at CJTC BLEA training conducted at the Spokane Police Training Center located at 2302 North Waterworks Street, Spokane, WA 99212.

B. BACKGROUND.

As of the date of execution of this Interlocal Agreement, the contemplated CJTC state-owned vehicles used for BLEA at the Spokane Police Training Center location number 12 in total (8 retired-from-other-agency police SUVs and an additional 4 soon to be forthcoming). This Agreement intends to cover all additional CJTC state-owned vehicles as they are added to the training inventory during the term of this Interlocal Agreement.

C. TERM.

This Agreement shall commence July 1, 2023, and continue through December 31, 2033, unless terminated earlier in accordance with Section I herein, and may thereafter be renewed by mutual decision of the parties.

D. RESPONSIBILITIES OF THE PARTIES.

CITY.

1. CITY, through Spokane City Fleet, will be the primary provider of CJTC vehicle maintenance and periodic repair services.
2. CITY, through Spokane City Fleet, will develop a system for segregating CJTC state-owned vehicles serviced by City Fleet from all other vehicles serviced by City Fleet to ensure CJTC is accurately billed for services provided only to its vehicles.
3. Upon delivery of CJTC vehicles to the Spokane City Fleet designated location, Spokane City Fleet will conduct the preventative maintenance and safety check services listed in the CJTC state Direct Buy private vendor contract attached as an Exhibit to this Interlocal Agreement.
4. CITY, through Spokane City Fleet, will additionally provide CJTC repair services when Spokane City Fleet has the capability of providing such services depending on a

variety of factors impacting such capability (i.e., make/model of vehicle and availability of parts, nature of the repair work needed, availability of skillset needed for repairs, etc.).

5. CITY, through Spokane City Fleet, will bill CJTC directly for the cost of services conducted on CJTC vehicles.

CJTC.

1. CJTC, through SPD CJTC hired officers, will transport CJTC vehicles to the Spokane City Fleet designated location for preventative maintenance and safety check services listed in the CJTC state Direct Buy private vendor contract attached as an Exhibit to this Interlocal Agreement.
2. CJTC, through SPD CJTC hired officers will communicate in advance with Spokane City Fleet to assess, on a case-by-case basis, City Fleet's capabilities for providing CJTC repair services (versus preventative maintenance) which the PARTIES recognize to be dependent upon a variety of factors (i.e., make/model of vehicle and availability of parts, nature of the repair work needed, availability of skillset needed for repairs, etc.).
3. CJTC, through CJTC hired officers, will pick up CJTC vehicles from City Fleet upon completion of maintenance and/or repair vehicle services and deliver back to the CJTC BLEA training site located at Spokane Police Training Center, 2302 North Waterworks Street, Spokane, WA 99212.
4. CJTC shall pay City of Spokane for Spokane City Fleet vehicle maintenance/repair services upon city Fleet invoicing CJTC with invoice identifying hours worked, work completed and rates.
5. CJTC shall finalize a version of the Direct Buy contract form compliant with state procurement law to be used in securing Direct Buy state contracts with Spokane area vendors for vehicle maintenance and repair services Spokane City Fleet may not be able to provide.
6. CJTC, through SPD CJTC hired officers, will facilitate securing CJTC private vendor contracts, utilizing a state approved Direct Buy contract form for such services, with Spokane area vendors to address the continued need for CJTC vehicle maintenance and repair services when Spokane City Fleet cannot perform such services (backup service provider contracts). Selected vendors will be named as the "Contractor" on the contract form and the CJTC Administrator identified in Section E will formally execute these contracts.

E. ADMINISTRATORS. This Agreement shall be administered by the Parties’ designated representatives below:

Spokane Police Department	WA. Criminal Justice Training Commission
Sergeant Dave Adams Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: dladams@spokanepolice.org P: (509) 742-8117	Commander Dave Miller CJTC Regional Academies Commander 19010 1 st Avenue S Burien, WA 98148 E: dave.miller@cjtc.wa.gov P: (206) 945-5872

F. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Spokane Police Department	WA. Criminal Justice Training Commission
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Monica Alexander Executive Director, WA CJTC 19010 1 st Avenue S Burien, WA 98148 E: monica.alexander@cjtc.wa.gov P: (206) 835-7291

G. INSURANCE.

During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

CITY

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.

WA CRIMINAL JUSTICE TRAINING COMMISSION.

CJTC is self-funded for its liability exposures including General Liability and Automobile Liability (\$5 Million) as well as Workers' Compensation (WC - Statutory). WSCJTC also carries excess General Liability Insurance to \$5 Million and excess Workers' Compensation Insurance. Should a covered loss occur in the fulfillment of this Agreement, the CJTC shall provide payment under the terms of its self-funded insurance program.

H. INDEMNIFICATION.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any CJTC or CITY employees or agents while performing work authorized under this Agreement, the parties agree as follows:

The CITY shall protect, defend, indemnify, and hold harmless the CJTC, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the CJTC if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CJTC. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

To the extent allowed when expressly authorized or implied by statute, ~~The the~~ CJTC agrees to protect, defend, indemnify, and hold harmless the CITY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CJTC will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

For this purpose, the CITY and CJTC, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the Cjty shall be personally liable for any act, or failure to act, in connection with this Agreement. It is understood that in such matters they are acting solely as agents of their respective agencies.

I. TERMINATION.

This Agreement may be terminated by either Party at will by submitting a written Notice of Termination to the other Party in accordance with Section F herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

J. COMPLIANCE WITH LAWS.

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.

K. VENUE.

This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

L. ASSIGNMENT.

Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

M. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the Parties, shall be valid until put in writing and signed with the same formalities as this Agreement.

O. SEVERABILITY.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

P. NONDISCRIMINATION.

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 including gender expression or gender identity, 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. The Parties agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

Q. ETHICAL PRACTICES.

No officer or employee of the Spokane Police Department having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

R. 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.

S. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose. See Section I above.
- B. Duration. See Section I 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 in Section III above.
- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the CJTC shall file this Agreement in accordance with its usual procedures.
- F. Financing. There are no anticipated budget impacts to the CITY arising from this Agreement.
- G. Termination. See Section I above.

T. SIGNATURES.

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

[signatures on the following page]

SPOKANE POLICE DEPARTMENT

**WA. STATE CRIMINAL JUSTICE
TRAINING COMMISSION**

Chief Craig Meidl
By: Craig Meidl
Title: Chief of Police
Date: 10/25/2023

Monica Alexander
By: Monica Alexander
Title: CJTC Executive Director
Date: 10/25/2023

Attest:

Terri Pfister
By: Terri Pfister
Title: City Clerk
Date: 10/26/2023



Approved as to form:

Approved as to form:

Lynden P. Smithson
By: Lynden Smithson
Title: City Attorney
Date: 10/25/2023

Taryn Jones
By: Taryn Jones
Title: Assistant State Attorney General
Date: 10/25/2023


Certificate Of Completion

Envelope Id: 0D3360E51C2E4035AF3CC9DDDD065C8E4	Status: Completed
Subject: OPR 2023-1002 CONTRACT INTERLOCAL AGREEMENT CITY OF SPOKANE AND WASHINGTON STATE CRIMINAL JUSTICE	
Source Envelope:	
Document Pages: 11	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Daniel Rose
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	drose@spokanecity.org
	IP Address: 155.190.3.6


Record Tracking

Status: Original	Holder: Daniel Rose	Location: DocuSign
10/20/2023 3:45:20 PM	drose@spokanecity.org	


Signer Events

Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.3.5	Sent: 10/20/2023 3:49:21 PM Resent: 10/20/2023 4:01:36 PM Viewed: 10/23/2023 9:17:41 AM Signed: 10/23/2023 9:18:27 AM

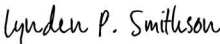
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Monica Alexander monica.alexander@cjtc.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.238.171.50	Sent: 10/23/2023 9:18:28 AM Resent: 10/25/2023 8:05:47 AM Viewed: 10/25/2023 8:20:54 AM Signed: 10/25/2023 8:21:40 AM
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Electronic Record and Signature Disclosure:
Accepted: 10/25/2023 7:10:01 AM
ID: 8f9ad3cf-d951-4c83-99bc-ce57349936da

Taryn Jones taryn.jones@atg.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 152.113.250.157	Sent: 10/25/2023 8:21:41 AM Viewed: 10/25/2023 3:44:37 PM Signed: 10/25/2023 3:46:03 PM
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Electronic Record and Signature Disclosure:
Accepted: 10/25/2023 3:44:37 PM
ID: 2732730e-21d8-4809-927d-339902107ae5

Lynden P. Smithson lsmithson@spokanecity.org City Attorney- Interim Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.6	Sent: 10/25/2023 3:46:04 PM Viewed: 10/25/2023 4:12:44 PM Signed: 10/25/2023 4:12:50 PM
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Electronic Record and Signature Disclosure:
Accepted: 7/20/2022 3:21:38 PM
ID: 3b180a42-43d7-4a63-bded-dc91ac4ab43f

Signer Events	Signature	Timestamp
Chief Craig Meidl cmeidl@spokanepolice.org Chief of Police Spokane PD Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.8	Sent: 10/25/2023 4:12:52 PM Viewed: 10/25/2023 6:53:28 PM Signed: 10/25/2023 6:54:23 PM

Electronic Record and Signature Disclosure:
Accepted: 10/25/2023 6:53:28 PM
ID: 046936fa-1499-46e4-bd19-5b4b54de2d51

Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.3.5	Sent: 10/25/2023 6:54:24 PM Viewed: 10/26/2023 9:13:45 AM Signed: 10/26/2023 9:13:56 AM
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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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/20/2023 3:49:21 PM
Certified Delivered	Security Checked	10/26/2023 9:13:45 AM
Signing Complete	Security Checked	10/26/2023 9:13:56 AM
Completed	Security Checked	10/26/2023 9:13:56 AM

Payment Events	Status	Timestamps
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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.