



# City of Spokane

## Minor Contract Summary

**Clerk File #**  
OPR 2025-0238

**Destruct Date**  
01/01/2042

**Cross Ref**

**Alt File #**

**Department Name \***  
CONTRACTS & PURCHASING

**Department Project #**

**CR #**

**Starting Date**

**Submitter**  
LAGA

**Primary Contact**  
THEA PRINCE

**Primary Contact Email**  
TPRINCE@SPOKANECITY.  
ORG

### Contractor/Consultant

**Name\Contractor\Firm \***  
CITY OF MILLWOOD

**Contact Name**  
LISA CASSELS

**Contact Email**  
LCASSELS@MILLWOODWA.US

**Address**  
9103 E FREDERICK AVENUE

**Remittance Address**  
**Remittance City, State, Zip**

**City, State, Zip**  
MILLWOOD, WA 99206

### Summary of Services

**Description \***  
Interlocal Procurement Agreement with City of Millwood

**Special Instructions for Clerks Office**  
Millwood has already signed – just needs City signatures and filed/distributed

### Contract Cost

Amount	Budget Code	Notes
		RUNS TIL TERMINATED

**Total Amount \***  
\$0.00

**Effective Date \***  
01/14/2025

**Expiration Date \***  
01/13/2035

**Contract Type \***  
OTHER

**If new vendor, W-9 and ACH form has been submitted to Accounting \***  
NO

NO

Insurance Certificate (attach to the contract) \*

NO

City Business Registration (attach verification that a current business license number exists) \*

NO

If Public Works Contract, Contractor has been notified of State Law requirements. \*

NO

Grant Related (If the contract is grant related, the Accounting – Grants Department must approve) \*

NO

Is this a Lease? \*

NO

### Electronic Approvals

Accountant for Review \*

DDANIELS

Additional Review (Optional)

Accountant

DANIELS, DERREK

Date

03/05/2025

Department Head

NECHANICKY, JASON

Date

03/07/2025

Division Head

Date

Grants (If applicable)

Date

### Distribution List

Contractor Email

lcassels@millwoodwa.us

Contract Accounting Email

jrhall@spokanecity.org

Dept Contact Email

jnechanicky@spokanecity.org

Taxes and Licenses Email

tax&licenses@spokanecity.org

Additional Email

laga@spokanecity.org

Additional Email

Additional Email

Additional Email

tprince@spokanecity.org

Additional Email

Additional Email

## INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and City of Millwood, a Washington State municipal corporation, whose business address is 9103 E. Frederick Avenue, Millwood, Washington 99206.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; -- Now, Therefore,

The parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and/or jointly dispose of property where such mutual effort can be planned in advance, jointly acquire goods and services, and to purchase or acquire goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
3. SCOPE. This Agreement shall allow the following activities:
  - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing; and
  - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
  - C. Disposal of goods by each party acting as agent for the other, or both parties when agreed to in advance, in writing.
4. DURATION AGREEMENT - TERMINATION. This Agreement shall remain in force until terminated by either party in writing. Either party may terminate this Agreement for any cause upon thirty (30) days advance written notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

7. FINANCING. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. FILING. Executed copies of this Agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this Agreement becoming effective.

9. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.

11. HOLD-HARMLESS. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

12. **SEVERABILITY.** Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

Dated: 3/13/2025

CITY OF SPOKANE

By: Alexander Scott

Title: City Administrator

Attest:

Approved as to form:

*Lisa Cassele*  
City Clerk

Tim Szambelan  
Assistant City Attorney

Dated: 1/14/2025

*Kevin M. Freeman*  
By: Kevin M. Freeman  
Title: Mayor

Attest:

*Lisa Cassele*  
Title: City Clerk



## Certificate Of Completion

Envelope Id: 9368344F-5C7F-45D0-9C9A-7A7382D95FEB  
 Subject: OPR 2025-0238 - CONTRACT - CITY OF MILLWOOD  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Daniel Rose  
 808 W. Spokane Falls Blvd.  
 Spokane, WA 99201  
 drose@spokanecity.org  
 IP Address: 198.1.39.252

## Record Tracking

Status: Original  
 3/7/2025 2:42:37 PM  
 Holder: Daniel Rose  
 drose@spokanecity.org  
 Location: DocuSign

## Signer Events

Tim Szambelan  
 tszambelan@spokanecity.org  
 Timothy E. Szambelan Assistant City Attorney  
 City of Spokane  
 Security Level: Email, Account Authentication (None)

## Signature

*Tim Szambelan*  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.1.39.252

## Timestamp

Sent: 3/7/2025 2:45:49 PM  
 Viewed: 3/7/2025 2:48:18 PM  
 Signed: 3/7/2025 2:48:57 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Alexander Scott  
 ascott@spokanecity.org  
 City Administrator  
 Security Level: Email, Account Authentication (None)

*Alexander Scott*  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.1.39.252

Sent: 3/7/2025 2:48:58 PM  
 Resent: 3/10/2025 8:15:21 AM  
 Resent: 3/11/2025 8:14:27 AM  
 Resent: 3/12/2025 10:57:17 AM  
 Viewed: 3/13/2025 2:22:01 PM  
 Signed: 3/13/2025 2:22:38 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/13/2025 2:22:01 PM  
 ID: 90adb199-45b6-4516-9c2d-0b73be282e08

Terri L. Pfister  
 tpfister@spokanecity.org  
 City Clerk  
 City of Spokane  
 Security Level: Email, Account Authentication (None)

*Terri Pfister*  
  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 198.1.39.252

Sent: 3/13/2025 2:22:40 PM  
 Viewed: 3/14/2025 9:46:01 AM  
 Signed: 3/14/2025 9:46:09 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

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/7/2025 2:45:50 PM
Envelope Updated	Security Checked	3/11/2025 8:14:26 AM
Envelope Updated	Security Checked	3/11/2025 8:14:26 AM
Envelope Updated	Security Checked	3/11/2025 8:14:26 AM
Certified Delivered	Security Checked	3/14/2025 9:46:01 AM
Signing Complete	Security Checked	3/14/2025 9:46:09 AM
Completed	Security Checked	3/14/2025 9:46:09 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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.

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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.

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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](mailto: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](mailto: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](mailto: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.

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- 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](mailto: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.

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- 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
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