

**INTERAGENCY AGREEMENT BETWEEN THE CITIES OF ISSAQUAH, WASHINGTON AND  
MERCER ISLAND, WASHINGTON, FOR THE HOUSING OF INMATES  
IN THE ISSAQUAH CITY JAIL**

This agreement is between the City of Issaquah, a municipal corporation of the State of Washington (hereinafter "Issaquah") and the City of Mercer Island, a municipal corporation of the State of Washington (hereinafter "Mercer Island")

**Recitals**

**Whereas**, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for providing jail services; and

**Whereas**, Mercer Island wishes to designate the Issaquah Jail as a place of confinement for incarceration through the use of One ( x ) guaranteed beds; and

**Whereas**, in an effort to streamline administrative procedures and ensure that the daily rate charge for \_\_\_\_\_ guaranteed non-gendered specific beds to house inmates at Issaquah's jail is consistent with the current operating costs, it is necessary to enter into a standardized interagency agreement; and

**Whereas**, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

Now, therefore, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree to the terms and conditions set forth herein:

**1. GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

**2. EFFECTIVE DATE**

This Agreement shall be effective when both parties have executed this contract and this document has been listed on Issaquah's website in accordance with RCW 39.34.040

**3. TERMINATION**

(A) This agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement by giving written notice of termination to the other party. Said termination shall be effective ninety (90) days from the date of receipt of said written notice.

(B) In the event of termination of this Agreement for any reason, Mercer Island shall compensate Issaquah for inmates housed by the Issaquah Jail after notice of termination until Mercer Island retakes its inmates in the same

manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, Indemnity, shall remain in force until such time as all inmates from Mercer Island have been retaken.

#### 4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Issaquah: Chief of Police  
Issaquah Police Department  
130 E. Sunset Way  
Issaquah, Washington 98027

Contact: Issaquah Jail Manager

City of Mercer Island: Chief of Police  
Mercer Island Police Department  
9611 SE 36<sup>th</sup> Street  
Mercer Island, Washington 98040

Contact:

#### 5. COMPENSATION

- (A) Guaranteed Bed Rate. Issaquah agrees to accept and house non-gendered specific inmates at the daily One guaranteed bed rate of \$110.00 per bed day. The guaranteed rate is limited to the first \_\_\_\_ guaranteed beds by Mercer Island. The \$110.00 per bed per day rate shall be assessed for each day the contract is in effect regardless of occupancy by a Mercer Island inmate.
- (B) Non-Guaranteed Bed Rate. Mercer Island may purchase additional beds, as available, at the daily rate of \$140.00 per bed day. However, Issaquah shall have the right to refuse to accept custody or house Mercer Island inmates in excess of One minimum bed commitment.
- (C) Billing and Payment. Issaquah agrees to provide a monthly invoice for the One guaranteed beds by the 30<sup>th</sup> of each following month. Mercer Island agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month. Issaquah agrees to provide Mercer Island with an itemized bill for inmates housed in addition to the Guaranteed Bed Rate listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Issaquah agrees to provide said bill by the 30<sup>th</sup> of each following month. Mercer Island agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month.
- (D) Rate Increases. Issaquah may increase guaranteed and non-guaranteed rates from time-to-time but no more frequently than once per year, in order to reflect

increased costs. Issaquah will give Mercer Island at least ninety (90) days advance written notice of the increased rate prior to implementation.

6. AGREEMENT AMMENDMENTS

- (A) Guaranteed beds. Mercer Island may cancel the reserved beds, in whole or in part, at any time by providing written notice to the Jail Manager for the City of Issaquah. The notice shall be provided at least ninety (90) days in advance of the effective date of the cancellation. Issaquah may cancel the reserved beds, in whole or in part, at any time by providing written notice to Mercer Island at least ninety (90) days in advance of the effective date of the cancellation.
- (B) Changes in law or regulations. Any changes in law or regulations governing jail operations impacting this Agreement will be addressed in an amendment to the Agreement.

7. SERVICES PROVIDED

Issaquah agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Mercer Island's jurisdiction.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Issaquah to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Issaquah, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this agreement. Issaquah shall provide facilities for consultation and communication between inmates and their legal counsel or public defender. It shall also be the responsibility of Issaquah to calculate "good time" accrued in and subsequent release of inmates in accordance with the Issaquah Jail's standard practice and procedures related to inmates housed in the Issaquah Jail.

9. RIGHT TO REFUSAL

Issaquah shall have the right to refuse to accept any inmate from Mercer Island who, in the judgment of Issaquah, has a current illness or injury which may adversely affect the operations of the Issaquah Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves.

10. HOUSING DECISIONS

To manage its jail population, Issaquah reserves the right to decide where Mercer Island inmate(s) will be housed. In the event that Mercer Island inmate is transferred to another jail facility. Mercer Island's obligation to pay the daily rate to Issaquah will cease and Mercer Island obligation to pay the daily rate to the jail facility will be governed by Mercer Island's contract with that other agency operating the jail facility. This section

only applies to those inmates housed at Issaquah Jail under the non-guaranteed bed rate.

11. RETAKING OF INMATES

Upon request from Issaquah, Mercer Island shall, at its expense, retake any Mercer Island inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Mercer Island inmate is terminated for any reason, Mercer Island, shall, at its expense, retake such inmate from Issaquah.

12. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Mercer Island law enforcement officers placing Mercer Island misdemeanants in the Issaquah Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgement and sentence, to the Issaquah Jail upon booking of an inmate. Mercer Island is also responsible for providing Issaquah Jail with a complete bail schedule no later than January 1 of each year.

13. NON-ASSIGNABILITY

Mercer Island agrees to not sublet any of their guaranteed beds to any jurisdictions. This Agreement may not be assigned by either party.

14. TRANSPORTATION

Mercer Island inmates incarcerated in Issaquah pursuant to this Agreement shall be transported to Issaquah by and at the expense of Mercer Island and shall be returned, if necessary, to Mercer Island by Mercer Island personnel and at Mercer Island's expense. Issaquah is not responsible for transportation of Mercer Island inmates under this agreement and shall be reimbursed by Mercer Island for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Issaquah becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

15. RECORDS AND REPORTS

Issaquah shall keep all necessary and pertinent records concerning such inmates incarcerated in the Issaquah Jail. During an inmate's confinement in Issaquah, Mercer Island shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, as may be permitted by law.

16. MEDICAL TREATMENT

(A) Inmates shall receive medical, psychiatric, and dental treatment when emergent and necessary to safeguard their health while housed in the Issaquah Jail. Issaquah shall provide for routine medical services in the Issaquah Jail. Examples of medical services which may be provided in the Issaquah Jail but which are not routine, and for which Mercer Island shall be billed include, but are not limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Mercer Island shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of a ALAX inmate including but not limited to prescriptions, appliances, supplies, emergency transport associated with

the delivery of any emergency and/or medical service provide to Mercer Island inmates.

- (B) If Issaquah becomes aware that a Mercer Island inmate needs medical health care requiring the assistance of a medical health care services provider, then Issaquah shall make reasonable efforts to notify Mercer Island prior to obtaining said service. If Mercer Island is contacted and does not authorize Issaquah to obtain the service, then Mercer Island shall within one hour pick up the inmate from the Jail. Provided, in the case of emergency, Issaquah may notify Mercer Island after the service has been provided.
- (C) An adequate record of all such services shall be kept by Issaquah in accordance with HIPAA regulations for Mercer Island's review at its request. Any medical or dental services of major consequence shall be reported to Mercer Island as soon as time permits.
- (D) Mercer Island shall be responsible for any and all costs incurred by or on behalf of a Mercer Island inmate regarding hospitalization. If necessary, Mercer Island shall reimburse Issaquah dollar for dollar any amount expended or cost incurred by Issaquah in providing the same. Upon payment from Mercer Island for the inmate's health care expense, Issaquah will assign to Mercer Island, if requested by Mercer Island, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, Mercer Island will be notified by contacting a duty supervisor at the Mercer Island Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Mercer Island from retaking the ill or injured inmate. In the event a Mercer Island inmate is taken by emergency to a hospital, Issaquah shall notify Mercer Island as soon as possible of transport. Mercer Island is responsible for providing security during any time of hospitalization.

#### 17. DISCIPLINE

Issaquah shall have physical control over and power to exercise disciplinary authority over all inmate of Mercer Island. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

#### 18. VIDEO ARRAIGNMENT

Upon request, Issaquah will provide video arraignment services at the rate of \$45.00 per hour.

#### 19. REMOVAL FROM THE JAIL

An inmate from Mercer Island legally confined in Issaquah shall not be removed from there by any person except:

- (A) When requested by Mercer Island Police Department in writing authorizing such release; or
- (B) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- (C) For appearance in the court in which a Mercer Island inmate is charged; or

- (D) In compliance with a Writ of Habeas Corpus; or
- (E) For interviews by Mercer Island attorney or member of Mercer Island Police Department; or
- (F) If the inmate has served their sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- (G) For other scheduled court appearance, including those for which they are not being held; or
- (H) Upon the execution of the Standards of Release Administrative Order No. 2013-01; or
- (I) For medical care and court ordered evaluations.

## 20. LOSS OF USE

The parties understand that there may be times when conditions at the Issaquah Jail, such as required maintenance or repairs, may cause some or all of the reserved beds to be temporarily unavailable. Issaquah agrees to provide as much notice as is reasonably practicable if any or all of the reserved beds will be temporarily unavailable and will endeavor to keep any such unavailability to a minimum. The temporary unavailability of such beds shall not be a breach of this agreement or entitle Mercer Island to any compensation from the Issaquah. During any period of unavailability, Mercer Island will be relieved of the obligation to pay for any unavailable beds.

## 21. DISPUTE BETWEEN Mercer Island AND ISSAQUAH

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Mercer Island and Issaquah, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

## 22. INDEMNIFICATION

Issaquah agrees to defend, indemnify and hold Mercer Island harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees which arise out of any alleged wrongful or negligent act or omission by any officer, agent, or employee of Issaquah occurring subsequent to any claimant's entry into the Issaquah booking room and during any claimant's incarceration in the Issaquah City Jail. In addition, Issaquah shall

maintain a policy of liability insurance with limits of not less than \$1,000,000, naming the Mercer Island as an additional insured thereon, provided, that Mercer Island shall accept a certificate from the WCIA certifying that Issaquah is a member in good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

Mercer Island agrees to defend, indemnify and hold Issaquah harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees which arise out of any alleged wrongful arrest, false imprisonment, or other wrongful or negligent act or omission by any agent, officer or employee of Mercer Island. In addition, Mercer Island shall maintain a policy of liability insurance with limits of not less than \$1,000,000, naming Issaquah as an additional insured thereon, provided, that Issaquah shall accept a certificate from the WCIA certifying that Mercer Island is a member in good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

#### 23. REQUIRED ELEMENTS

In accordance with the requirements of RCW 39.34.030, the following provisions, stipulations and/or waivers are adopted:

- (A) This Agreement has been approved by the governing bodies of each of the participating agencies
- (B) No separate organization or separate legal or administrative entity is created by this Agreement.
- (C) Each party to this Agreement shall maintain its own separate budget in accordance with the provision of Title 35 and 35A RCW and no joint or cooperative budget shall be undertaken.
- (D) The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement, said property shall be sold and the proceeds shall remain with Issaquah.
- (E) This Agreement shall be administered by the Chiefs of Police, or their representative, from Issaquah and Mercer Island.

#### 24. CONCURRENT ORIGINALS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

#### 25. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded

by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

**26. PREA ACKNOWLEDGEMENT – CUSTODIAL AND SEXUAL MISCONDUCT**

- (A) Compliance - Issaquah agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Mercer Island Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
  - 1) The Prison Rape Elimination Act of 2003 (PREA)
  - 2) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - 3) Zero tolerance toward all forms of sexual abuse and sexual harassment.
- (B) Monitoring - Issaquah agrees to provide the Mercer Island documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
  - 1) Site visits,
  - 2) Access to facility data, and
  - 3) Review of applicable documentation.
- (C) Mercer Island may terminate this Agreement
  - 1) Should Issaquah fail to provide documentation that demonstrates that the Issaquah Jail is actively and effectively working toward and is making substantive progress toward achieving compliance; or
  - 2) Should Issaquah fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
- (D) Mercer Island will terminate this Agreement
  - 1) Should Issaquah elect to discontinue pursuit of PREA compliance;
  - 2) Should Issaquah be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
  - 3) Should Issaquah be found to be in egregious violation of PREA.

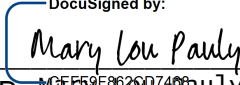
**27. SEVERABILITY**

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement, understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

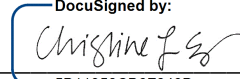


CITY OF ISSAQUAH

DocuSigned by:  
  
By: Mary Lou Pauly  
Its: Mayor

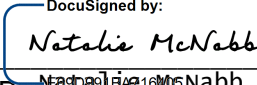
Date: 3/31/2021

ATTEST:

DocuSigned by:  
  
By: Christine L. Eggers  
Its: City Clerk

Date: 3/31/2021

APPROVED AS TO FORM:

DocuSigned by:  
  
By: Natalie McNabb  
Its: on behalf of James Haney,  
City Attorney  
Date: 4/1/2021

CITY OF MERCER ISLAND

  
By: Jessi Bon  
Its: City Manager

Date: 12/1/2020

ATTEST:

  
By: Deborah Estrada  
Its: City Clerk

Date: 12/1/2020

APPROVED TO AS FORM:

/s/ Bio Park  
By: Bio Park  
Its: City Attorney  
Date: 11/25/2020

## Certificate Of Completion

Envelope Id: C178A2859A594DA2843E36176B8CA44C

Status: Completed

Subject: Please DocuSign - 32100193 Mercer Island ILA Issaquah Inmate Housing

Source Envelope:

Document Pages: 9

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Natalie McNabb

AutoNav: Enabled

135 E. Sunset Way

Envelopeld Stamping: Enabled

Issaquah, WA 98027

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

nataliem@issaquahwa.gov

IP Address: 64.207.219.137

## Record Tracking

Status: Original

Holder: Natalie McNabb

Location: DocuSign

3/31/2021 12:08:11 PM

nataliem@issaquahwa.gov

## Signer Events

Mary Lou Pauly

MaryLouP@issaquahwa.gov

Mayor

City of Issaquah

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

*Mary Lou Pauly*

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## Timestamp

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Signature Adoption: Pre-selected Style

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## Electronic Record and Signature Disclosure:

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Christine L. Eggers

TinaE@issaquahwa.gov

City of Issaquah

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Christine L. Eggers*

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Sent: 3/31/2021 3:45:15 PM

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Signature Adoption: Uploaded Signature Image

Using IP Address: 174.127.161.34

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Natalie McNabb

nataliem@issaquahwa.gov

Procurement/Contract Specialist

City of Issaquah

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Natalie McNabb*

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Viewed: 4/1/2021 7:59:53 AM

Signed: 4/1/2021 8:00:04 AM

Signature Adoption: Pre-selected Style

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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
Joanne Bisquera joanneb@issaquahwa.gov Executive Assistant City of Issaquah Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 3/31/2021 12:14:34 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/1/2021 8:00:04 AM
Completed	Security Checked	4/1/2021 8:00:04 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Issaquah (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 system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you 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. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **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 City of Issaquah:**

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: [gust@issaquahwa.gov](mailto:gust@issaquahwa.gov)

### **To advise City of Issaquah of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [gust@issaquahwa.gov](mailto:gust@issaquahwa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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

### **To request paper copies from City of Issaquah**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [gust@issaquahwa.gov](mailto:gust@issaquahwa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Issaquah**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [gust@issaquahwa.gov](mailto:gust@issaquahwa.gov) and in the body of such request you must state your email, full name, mailing 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**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Issaquah as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Issaquah during the course of your relationship with City of Issaquah.