

**CITY OF MEDINA  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN CITY OF MEDINA  
AND MG CONSULTING SERVICES LLC**

**1. Parties**

1.1 This Agreement for Consultant Services (“Agreement”) is entered into by and between the City of Medina, a Washington municipal corporation (hereinafter the “City”), and MG Consulting Services LLC, (hereinafter “Consultant”). The City and the Consultant are each a Party and may be collectively referred to as the Parties.

**2. Recitals**

2.1 The City desires to contract with the Consultant to perform certain services for the City, and the Consultant desires to perform the services required by the City, in accordance with the terms and conditions of this Agreement.

2.2 The Consultant represents that it is qualified and available to perform such services for the City.

THEREFORE, IN CONSIDERATION of the mutual benefits of such performance and in consideration of the terms and conditions specified below, the Parties agree as follows:

**3. Scope of Services**

3.1 The Consultant shall furnish all personnel, labor, materials, and supplies necessary to perform the Scope of Services attached and incorporated as **Exhibit A** (“Services”). The Consultant shall not modify in any way the scope or schedule of Services without the prior written approval of the City. All Services shall meet the approval of the City Manager and City Council, as appropriate. Time is of the essence in every aspect of performance of the Services.

3.2 The City shall review performance, reports, and other submittals or work identified in **Exhibit A** and may require such modifications as it deems appropriate to bring the Services into compliance with this Agreement.

3.3 The Consultant warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, as applicable. The Consultant shall be responsible for the professional quality, technical adequacy, and accuracy, timely completion, and coordination of all plans, designs, drawings, specifications, reports, and any other work product prepared or performed pursuant to this Agreement. The Consultant shall perform its work in accordance with the requirements of this Agreement and pursuant

to the standards of professional care, skill, diligence, and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the Services provided by the Consultant under this Agreement. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing work pursuant to this Agreement on behalf of the Consultant. The City shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the City, or which may be incurred by the City, as a result of the Consultant's failure to comply with the requirements of this Agreement or failure to meet the professional standard of care and skill, or both. The City's approval of plans, drawings, designs, specifications, reports, and other products of the Services rendered hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy or accuracy thereof. Neither the City's review, approval, acceptance of, and/or payment for any Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

#### **4. Term**

4.1 The term of this Agreement shall commence on the Effective Date and shall remain in effect through December 31, 2024, unless otherwise terminated pursuant to this Agreement.

#### **5. Post-termination Obligations**

5.1 Upon any expiration or termination of this Agreement, except as otherwise provided in this Agreement:

5.1.1 The Consultant shall provide to the City all finished and unfinished Work Product, as defined in Section 8, in a file format acceptable to the City that is capable of transiting the Work Product onto the City's or a new vendor's system.

5.1.2 The Consultant shall provide any reasonable and necessary support to the City or its consultants to facilitate the transition at the consultant's standard hourly Services rate, and shall be recorded as an itemized invoice when presented to the City for payment.

5.2 This Section 5 shall survive expiration or termination of this Agreement.

#### **6. Compensation**

6.1 The Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the fee schedule attached and incorporated as **Exhibit B** ("Fee Schedule"). The Consultant shall not amend any rates, expenses, or fees included in the Fee Schedule in any way without prior written approval from the City. Expenses not identified in **Exhibit B** will not be reimbursed by the City.

6.2 The Consultant shall periodically invoice the City for the compensation amounts set forth in **Exhibit B**. Invoices will be issued not less than monthly. The City shall review such invoices and may approve all or any portion thereof based on the City's review of Consultant's performance. The City shall pay Council-approved invoices within thirty (30) days of the date of Council approval.

## **7. Independent Contractor**

7.1 The Consultant is an independent agency with respect to the Services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the Parties. Neither the Consultant nor any employee, subcontractor or agent of the Consultant shall be entitled to any benefits accorded City employees by virtue of the Services provided under this Agreement. The City shall not be responsible for (i) withholding or otherwise deducting federal income tax or social security, (ii) contributing to the state industrial insurance program, or (iii) otherwise assuming the duties of an employer with respect to the Consultant, its employees, subcontractors or agents.

## **8. Ownership and Use of Documents**

8.1 All documents, drawings, specifications, designs, computer programs, software, reports, and other work product (collectively "Work Product") developed or produced by the Consultant for the City in connection with the Services shall be owned by the City. The Consultant shall provide such Work Product to the City in a format compatible with the City's computer equipment and programs or as otherwise requested by the City. The Consultant shall retain the copyright (including the right of reuse, provided there shall be no reference to or identification of the City) to all materials and documents prepared by the Consultant for the Work Product, whether or not the Work Product is completed. The Consultant grants to City a perpetual, non-exclusive, irrevocable, unlimited, royalty-free license to use, reuse, copy, and distribute every document, drawing, and all Work Product prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software programs or packages including source code or codes, object codes, upgrades, revisions, modifications, and any related materials, and/or any other related documents or materials developed for and paid for by the City to perform the Work Product shall be promptly delivered to the City. Re-use of any Work Product by the City for other than the Services provided and/or project falling within the scope of this Agreement without the Consultant's written approval shall be at the City's sole risk but such reuse shall not create any right of action by the Consultant against the City.

8.2 This Section 8 shall survive expiration or termination of this Agreement.

## **9. Record Keeping; Reporting; Confidentiality**

9.1 The Consultant shall maintain accounts and records, including personnel, property,

financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

9.2 These records shall be maintained for a period of seven (7) years after termination or expiration of this Agreement unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9.3 To the extent it is determined that records held by the Consultant identified in Section 9.1 are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall, upon request of the City, promptly deliver such records to the City for the purpose of responding to a public records request.

9.4 While performing the Services under this Agreement, the Consultant may come across, or be given, confidential, protected, or privileged information (collectively "Confidential Information"). This information may include records or documents that would exempt this information from disclosure under the state or federal public record laws. The Consultant shall not disclose Confidential Information without the City's prior written consent. The Consultant shall treat all Confidential Information with the same degree of care as the Consultant treats its own confidential information which, in no event, will be less than reasonable care.

9.5 This section shall survive expiration or termination of this Agreement.

## **10. Insurance**

10.1 Prior to commencing the Services, the Consultant shall provide to the City written verification to the City of the coverages outlined below in conformance with this Section 10. Such coverages shall be maintained for the duration of this Agreement. At the City's discretion, the verification described above may be attached to this Agreement as **Exhibit C**.

10.2 The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage limit of such insurance, nor shall it otherwise limit the City's recourse to any remedy available at law or in equity.

10.3 Minimum Scope of Insurance. The Consultant shall obtain the following types of insurance:

10.3.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG

20 26. The City shall be listed as an additional insured under the Consultant's Commercial General Liability insurance policy.

10.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

10.3.4 Professional Liability insurance to the extent appropriate and generally available to the Consultant's profession.

10.4 Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

10.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

10.4.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

10.4.3 Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim.

10.5 Other Insurance. The Consultant's Automobile Liability and Commercial General Liability insurance policies shall be primary, non-contributory insurance as respect to the City, and the policies shall state or be endorsed to state such status. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

10.6 Acceptability of Insurers. Insurance shall be placed with insurers having a current A.M. Best rating of not less than A:VII.

10.7 Verification of Coverage. The Consultant shall furnish the City with original certificates of insurance and a copy of amendatory endorsements evidencing the insurance requirements set forth herein prior to commencement of the Services.

10.8 Notice of Cancellation. The Consultant shall provide the City with written notice of any proposed or actual material change in or cancellation of any required policy set forth above within two (2) business days of the earlier of Consultant's knowledge thereof or receipt of such notice from the insurer and shall provide a copy of the insurer's notice when issued. The Consultant shall keep the City advised of the proposed and actual replacement or reinstatement status of the required coverages.

10.9 Failure to Maintain Insurance. Failure of the Consultant to maintain all or any portion of the insurance coverages as required above shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at City's discretion, procure or renew such insurance and pay any and all premiums in connection

therewith, with all sums so expended to be repaid to the City on demand, or at the sole discretion of the City to be offset against funds due the Consultant from the City.

10.10 Maintenance of Higher Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

## **11. Indemnification**

11.1 The Consultant shall fully indemnify, defend, and hold harmless the City, its officers, officials (appointed and elected), employees, and agents (collectively "Indemnified Parties") from and against all allegations, claims, damages, losses, injuries, costs, and expenses, including attorneys or other professional fees (collectively "Claims"), asserted against any Indemnified Parties arising out of or resulting from the Consultant's performance of the Services or any obligation under this Agreement, except for and to the extent of injuries and damages caused by the sole negligence of the Indemnified Parties.

11.2. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, the Consultant's liability hereunder shall only be to the extent of the Consultant's negligence.

11.3 The Consultant's obligations under this Section 11 include, but are not limited to, all claims against any Indemnified Parties by an employee or former employee of the Consultant or any of its subcontractors or agents. For this purpose, the Consultant expressly waives, as respects the City and Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable.

**BY SIGNING THIS AGREEMENT, THE CITY AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**

11.4 The Consultant's obligations under this Section 11 shall survive expiration or termination of the Agreement.

## **12. Termination**

12.1 The City may terminate this Agreement with or without cause upon thirty (30) days

written notice to the Consultant and shall pay the Consultant only for the Services then completed and accepted by the City. The Consultant may not terminate this Agreement except upon breach by the City and following not less than thirty (30) days written notice thereof to the City.

### 13. Notices

13.1 Any notices required to be given under this Agreement shall be in writing and directed to the Party at the address below. Notice shall be considered issued and effective upon receipt thereof by the addressee Party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

Aimee Kellerman City Clerk PO Box 144 Medina, Washington 98039 <a href="mailto:akellerman@medina-wa.gov">akellerman@medina-wa.gov</a> 425-233-6411	MG Consulting LLC Megan Gregor 1207 N Landing Way, #1293 Renton, WA 98057 <a href="mailto:accounting@megangregorconsulting.com">accounting@megangregorconsulting.com</a> 847-858-6210
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### 14. General Provisions

14.1 Modification. No waiver, alteration, or modification of any provision of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

14.2 Taxes. The Consultant shall be solely responsible for the payment of any and all applicable taxes related to the Services provided under this Agreement; if such taxes are required to be passed through to the City by law, the same shall be duly itemized on timely billings submitted to the City by the Consultant.

14.3 Entire, Integrated Agreement. This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the Parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the Parties.

14.4 Assignment or Subcontracting. The Consultant may not assign nor subcontract any portion of the Services to be provided under this Agreement without the express prior written consent of the City.

14.5 Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in **Exhibit A**. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City and agrees to take action to resolve the conflict.

14.6 Non-Waiver. A waiver of any breach by either Party shall not constitute a waiver of any subsequent breach.

14.7 Third Party Beneficiaries. This Agreement is solely for the conveniences of the Parties and there are no third-party beneficiaries to this Agreement.

14.8 Choice of Law. All questions concerning the validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the state of Washington, and venue shall lie in King County, Washington.

14.9 Compliance with Laws. The Consultant shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

14.10 Severability. Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

14.11 Attorney's Fees. In any action arising out of or relating to this Agreement, the substantially prevailing party shall be awarded its reasonable costs, including attorney fees.

14.12 Attachments and Conflicts. **Exhibit A** and **Exhibit B** are attached and incorporated into this Agreement. **Exhibit C** may be attached in accordance with Section 10 above. If there is any conflict between this Agreement and any attachments or exhibits to it, the terms of this Agreement control.

14.13 Authorized Signatures. By their signatures below, each Party represents that they are fully authorized to sign for and on behalf of the named principal above.

14.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the Parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

14.15 Effective Date. This Agreement is effective on the latest date this Agreement is executed by both Parties.

WHEREFORE, the Parties agree to be bound by the terms and conditions set forth above.



CITY OF MEDINA

Stephen R. Burns  
Steve Burns, City Manager

1/19/2024  
Date

CONSULTANT

Megan Gregor  
Megan Gregor, Consultant

1/19/2024  
Date

ATTEST:

Aimee Kellerman  
Aimee Kellerman, CMC, City Clerk

APPROVED AS TO FORM:  
OGDEN MURPHY WALLACE, PLLC

Emily Romanenko  
Office of the City Attorney

ATTACHMENTS:

EXHIBIT A: Scope of Services  
EXHIBIT B: Compensation Schedule  
EXHIBIT C: Insurance Verification

## EXHIBIT A

### SCOPE OF SERVICES

There are three elements to this project that will fall under the scope of services for the Consultant.

1. **Print Records - Retention/Organization** - Services may include such tasks as:
  - a. Create custom destruction/archival logs for the city's future use.
  - b. Reviewing paper files that are currently held on or off site.
  - c. Creating destruction log paperwork for each box of paper records.
  - d. Organization of previous destruction logs and records.
  - e. Saving all print and electronic destruction logs in City's records management system for easy searching and retrieval.
  - f. Create and document future standards to follow for print records that will live out their retention in print format.
2. **Electronic Records on shared drives - Retention/Organization** - Services may include such tasks as:
  - a. Review electronic files currently saved on shared drives.
  - b. Creating destruction log paperwork for any items that have met their retention.
  - c. Organizing additional records in a way that will allow for easy import into the City's records management system.
  - d. Assist in the transfer of files to the State Archives, where applicable.
  - e. Create and document future standards to follow for electronic records that will live out their retention in electronic format on shared drives.
3. **Future Electronic Records – Organizational Foundation for the HR, Development Services, Public Works, and Police/Emergency Management departments** – Services may include such tasks as:
  - a. Working with each department to establish a folder structure for electronic files.
  - b. Mapping retention for all document types to be held in the City's records management system.
  - c. Creating/Defining metadata and templates for all document types identified.
  - d. Designing workflow processes regarding automation of filing for the City to provide to their Laserfiche Vendor to build and implement.
  - e. Create and document future standards to follow for electronic records that will live out their retention in electronic format in the City's records management system.

Consultant and Client will meet/touch base weekly to ensure clarity around tasks to be performed by consultant the following week. Additionally, Consultant will not charge for these check-in meetings. Project management of this project is an additional service that is provided at no extra cost to the client.

## **EXHIBIT B**

### **FEE SCHEDULE**

All services provided for the duration of this contract by MG Consulting Services LLC will be billed at \$150 per hour, not to exceed \$50,000 as stated in the contract.

Travel fees will not be applied to any work that is to be completed within a 35-mile radius of Consultant's home base (22715 SE 275<sup>th</sup> St., Maple Valley, WA 98038).

Any travel that is required outside of that 35-mile radius will be charged at a rate of \$50 per hour of travel.

## **EXHIBIT C**

## **INSURANCE VERIFICATION**

(See attached)

**Certificate Of Completion**

Envelope Id: F371304EA3F141DD998BEDD3C3DAB774

Status: Completed

Subject: Complete with DocuSign: MG Consulting LLC Contract 2024.docx

Source Envelope:

Document Pages: 12

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Aimee Kellerman

AutoNav: Enabled

501 Evergreen Road

Envelopel Stamping: Enabled

Medina, WA 98039

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

akellerman@medina-wa.gov

IP Address: 146.129.245.86

**Record Tracking**

Status: Original

Holder: Aimee Kellerman

Location: DocuSign

1/19/2024 1:03:11 PM

akellerman@medina-wa.gov

**Signer Events****Signature****Timestamp**

Megan Gregor

megan@megangregorconsulting.com

Security Level: Email, Account Authentication  
(None)*Megan Gregor*

Sent: 1/19/2024 1:06:47 PM

Viewed: 1/19/2024 3:16:33 PM

Signed: 1/19/2024 3:16:45 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.42.146.228

**Electronic Record and Signature Disclosure:**

Accepted: 1/19/2024 3:16:33 PM

ID: 53f413d7-9598-4cb0-a470-90f67c630d49

Stephen R. Burns

sburns@medina-wa.gov

City Manager

Security Level: Email, Account Authentication  
(None)*Stephen R. Burns*

Sent: 1/19/2024 3:16:46 PM

Viewed: 1/19/2024 3:33:05 PM

Signed: 1/19/2024 3:33:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 166.137.171.61

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 1/19/2024 3:33:05 PM

ID: b546e645-4b8b-42b5-865e-28f58480dae9

Emily Romanenko

eromanenko@omwlaw.com

Security Level: Email, Account Authentication  
(None)*Emily Romanenko*

Sent: 1/19/2024 3:33:18 PM

Viewed: 1/22/2024 10:11:23 AM

Signed: 1/22/2024 10:14:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 13.64.235.48

**Electronic Record and Signature Disclosure:**

Accepted: 1/22/2024 10:11:23 AM

ID: eb9b09d3-4c86-489e-99af-49b6ec8c00ca

Aimee Kellerman

akellerman@medina-wa.gov

Security Level: Email, Account Authentication  
(None)*Aimee Kellerman*

Sent: 1/22/2024 10:14:41 AM

Viewed: 1/22/2024 11:03:27 AM

Signed: 1/22/2024 11:03:40 AM

Signature Adoption: Pre-selected Style

Using IP Address: 146.129.245.86

**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	1/19/2024 1:06:47 PM
Certified Delivered	Security Checked	1/22/2024 11:03:27 AM
Signing Complete	Security Checked	1/22/2024 11:03:40 AM
Completed	Security Checked	1/22/2024 11:03:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Medina (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 Medina:**

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: [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.gov)

### **To advise City of Medina 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 [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.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 Medina**

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 [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.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 Medina**

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 [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.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 Medina 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 Medina during the course of your relationship with City of Medina.