



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/8/2024

Committee Agenda type: Consent

Date Rec'd

12/27/2023

Clerk's File #

OPR 2024-0047

Renews #

Cross Ref #

Council Meeting Date: 01/29/2024

Submitting Dept

POLICE

Project #

Contact Name/Phone

MIKE MCNAB 835-4514

Bid #

Contact E-Mail

MMCNAB@SPOKANEPOLICE.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART JBINGLE

Agenda Item Name

0680 - INTERLOCAL AGREEMENT FOR POLICE SERVICES AT STA PLAZA

Agenda Wording

Spokane Transit Authority (STA) and the Spokane Police Department (SPD) have had a longstanding partnership in providing a safe and secure environment in downtown Spokane, specifically around the STA Plaza located at 701 W. Riverside Ave.

Summary (Background)

SPD will assign an officer that will perform general patrol functions in and around the Plaza. Hours of service will be mutually agreed upon by SPD Downtown Precinct Captain and STA Security Manager and SPD will be reimbursed at a flat hourly rate of \$67.14/hour. Staffing this detail may vary depending on the staffing needs of the Spokane Police Department or by agreement of the parties.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$ N/A

Current Year Cost

\$ N/A

Subsequent Year(s) Cost

\$ N/A

Narrative

Reimbursement agreement between parties. No additional cost will be incurred by SPD by entering this agreement. Staffing will be assigned dependent on staffing levels and availability. Estimated annual reimbursed - \$35,000.

Amount

Select

\$

Budget Account

#

Select

\$

#

Select

\$

#

Select

\$

#

Approved by Spokane City Council
on: 2/26/2024

\$

#

\$

#

City Clerk

Committee Agenda Sheet

Urban Experience Committee

Committee Date	January 8 th , 2024
Submitting Department	Police
Contact Name	Mike McNab
Contact Email & Phone	mmcnab@spokanepolice.org 835-4514
Council Sponsor(s)	CM Cathcart and CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal Agreement for police services at STA Plaza
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Transit Authority (STA) and the Spokane Police Department (SPD) have had a longstanding partnership in providing a safe and secure environment in downtown Spokane, specifically around the STA Plaza located at 701 W. Riverside Ave.</p> <p>SPD will assign an officer that will perform general patrol functions in and around the Plaza. Hours of service will be mutually agreed upon by SPD Downtown Precinct Captain and STA Security Manager and SPD will be reimbursed at a flat hourly rate of \$67.14/hour. Staffing this detail may vary depending on the staffing needs of the Spokane Police Department or by agreement of the parties.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Reimbursement agreement between parties. No additional cost will be incurred by SPD by entering this agreement. Staffing will be assigned dependent on staffing levels and availability. Estimated annual reimbursed - \$35,000.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
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?

INTERLOCAL AGREEMENT

FOR SPOKANE POLICE DEPARTMENT PLAZA POLICE SERVICES

This Interlocal Agreement (“Agreement”) is between the City of Spokane (“City”), a Washington State municipal corporation, and the Spokane Transit Authority (“STA”), a Washington State municipal corporation and public benefit transportation area; individually referred to as “Party” and jointly referred to as the “Parties”.

WHEREAS, STA and the Spokane Police Department (“SPD”) have had a longstanding partnership in providing a safe and secure environment in downtown Spokane; and

WHEREAS, STA desires to continue to support the effort of the City and the SPD to increase the availability and visibility of SPD officers at STA’s downtown transit center, located at 701 W. Riverside Avenue, Spokane, WA (“The Plaza”); and

WHEREAS, a routine law enforcement presence consisting of SPD commissioned officers and STA Transit Officers (“STA Officers”) located in and around The Plaza helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the Parties desire to enhance police services provided at The Plaza and to assist in furthering law enforcement efforts in the areas immediately surrounding The Plaza; and

WHEREAS, Chapter 39.34 RCW, Washington's Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE, TERMS & CONDITIONS.

The purpose of this Agreement is to enable the City and STA to establish a dedicated, full-time SPD police officer presence at The Plaza and to support law enforcement efforts for the benefit of the public in and around the immediate vicinity of The Plaza, under the following terms and conditions:

1. SPD Officer. SPD shall assign an officer to The Plaza to perform general patrol functions in and around the Plaza Service Area described in 1(F), herein. A SPD officer will be assigned to and based out of The Plaza for up to eight (8) hours each day during The Plaza hours of operation, Monday through Friday, for the term of this Agreement. Hours of the officer’s shift will be mutually agreed upon by the SPD Downtown Precinct Captain and the STA Security Manager, or their designee, and may vary with the staffing needs of the Spokane Police Department or by agreement of the parties.

2. Service Logs. In order to properly account for the hours SPD officer(s) are providing services under this Agreement, SPD officers shall utilize the Service Log located at the Plaza Customer Service Desk (1st Floor) to track all hours worked. SPD officers shall sign in and out of the Service Log upon commencement and completion, respectively, of performing services under this Agreement. STA shall maintain and control the Service Log, and reserves the right to confirm any and all invoices received from the City for services performed under this Agreement, in accordance with Section 3, herein.
 3. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle for the SPD officer.
 4. Office and Supportive Facilities. STA shall provide SPD with administrative workspace in the STA Plaza Security Office for the assigned officer and a total of four (4) parking spaces for marked SPD vehicles in The Plaza garage. Provision of the parking spaces is contingent upon the continued operation of the SPD Downtown Precinct at 710 W. Riverside Ave., Spokane, WA.
 5. Plaza Service Area. The Plaza Service Area is defined as: The Plaza, the STA boarding bays surrounding The Plaza, including boarding/alighting bays located in the 600, 700 and 800 blocks of West Riverside and West Sprague Avenues, including both North and South sides of West Riverside Avenue, and on the East side of Post Street and on both sides of Wall Street, between Riverside and Sprague Avenues, or at other locations as mutually agreed upon in writing by both Parties.
 6. Adherence to City Policy and Procedures. While providing services pursuant to this Agreement, the SPD Officer is obligated to discharge all duties of his or her office and to adhere to SPD policy and procedures at all times.
 7. Duty to City. The SPD officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations. The Parties acknowledge that SPD Officers based at The Plaza may sometimes need to be dispatched to calls outside of the assigned Plaza Service Area based on SPD's call prioritization system and/or emergency law enforcement needs.
 8. Communication. STA Transit Officers shall have direct communication with the SPD's Downtown Precinct. SPD shall respond to such calls in accordance with precinct priorities.
2. TERM. This Agreement shall commence January 1, 2024, and continue through December 31, 2024, unless terminated earlier in accordance with Section 9 herein.
 3. COMPENSATION. As full compensation for everything furnished and performed under this Agreement, STA shall pay the City an hourly rate of \$67.14 (sixty-seven dollars and fourteen cents) for each hour worked, or portion thereof, in one-quarter (1/4) hour increments, not to exceed a total of 2,080 hours or a maximum of \$140,000.00 (one hundred forty thousand dollars and zero cents) per calendar year for which SPD officers provide services under this Agreement.
 4. PAYMENT. The City shall submit monthly applications for payment addressed to the address specified in Section 6 herein. In its monthly applications, the City shall certify the hours for services performed under this Agreement. Payment to the City will be made by check within thirty (30) days of receipt of the City's monthly application and certification of hours, to the remittance address specified in Section 6 herein.

5. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

City of Spokane	Spokane Transit Authority
Justin Lundgren Interim Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: jclundgren@spokanepolice.org P: (509) 625-4115	Nancy Williams Chief Human Resources Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: nwilliams@spokanetransit.com P: (509) 325-6081

6. NOTICES. All notices, requests, claims, demands and related 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 regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) 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) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of a read receipt when transmitted by email.

City of Spokane	Spokane Transit Authority
Justin Lundgren Interim Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: jclundgren@spokanepolice.org P: (509) 625-4115	Contracts Compliance Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com P: (509) 325-6062
Remittance Address: Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001	Accounts Payable: Accounts Payable Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201

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

- A. 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.
- B. STA shall maintain:
 - 1. General Liability Insurance on an occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to protect against legal liability arising out of the performance of this Agreement; and
 - 2. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
 - 3. Workers' Compensation Insurance in compliance with Chapter 51.12.020 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers, and Employer's Liability Insurance in the amount of \$1,000,000 per occurrence.
- C. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

8. INDEMNIFICATION.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

- 9. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 6 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

10. 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.
11. 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.
12. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
14. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
15. 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.
16. 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 agree 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.
17. ANTI-KICKBACK. No officer or employee of the City of Spokane or the Spokane Transit Authority, 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.
18. 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.
19. RCW 39.34 REQUIRED CLAUSES.
 - A. Purpose. See Section 1 above.
 - B. Duration. See Section 2 above.
 - C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - D. Responsibilities of the Parties. See provisions above.

- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and STA shall file this Agreement in its usual fashion.
- F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be solely responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination. See Section 9 above.
- H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signatures on the following page]

20. **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.

City of Spokane

Spokane Transit Authority

Maggie Yates
By: Maggie Yates
Title: Assistant City Administrator
Date: 2/29/2024

E. Susan Meyer
By: E. Susan Meyer
Title: Chief Executive Officer
Date: 2/28/2024

Justin Lundgren
By: Justin Lundgren
Title: Interim Chief of Police
Date: 3/1/2024



Attest:

Attest:

Terri Pfister
By: Terri Pfister
Title: City Clerk
Date: 3/1/2024

Dana Infalt
By: Dana Infalt
Title: Clerk of the Authority
Date: 2/28/2024

Approved as to form:

Approved as to form:

Elizabeth Schoedel
By: Elizabeth Schoedel
Title: Assistant City Attorney
Date: 2/29/2024

Megan Clark
By: Megan Clark
Title: STA Attorney
Date: 2/29/2024


Certificate Of Completion

Envelope Id: 01BC039DDC684720A094402659B91843	Status: Completed
Subject: OPR 2024-0047 INTERLOCAL AGREEMENT FOR POLICE SERVICE AT STA PLAZA	
Source Envelope:	
Document Pages: 11	Signatures: 8
Certificate Pages: 6	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: 198.1.39.252


Record Tracking

Status: Original	Holder: Daniel Rose	Location: DocuSign
2/27/2024 10:49:32 AM	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: 198.1.39.252	Sent: 2/28/2024 4:38:24 PM Viewed: 2/28/2024 4:48:06 PM Signed: 2/28/2024 4:48:21 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

E. Susan Meyer SMeyer@spokanetransit.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 209.119.192.84	Sent: 2/28/2024 4:48:22 PM Viewed: 2/28/2024 4:54:04 PM Signed: 2/28/2024 4:55:52 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/28/2024 4:54:04 PM
ID: 0ac59c07-d586-48df-a07c-6f1be853a5c4

Dana Infalt DInfalt@spokanetransit.com Clerk of the Authority Spokane Transit Authority Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 209.119.192.84	Sent: 2/28/2024 4:55:53 PM Viewed: 2/28/2024 4:57:03 PM Signed: 2/28/2024 4:57:08 PM
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Electronic Record and Signature Disclosure:
Accepted: 1/6/2021 10:59:28 AM
ID: a63a72aa-df33-4f4d-a707-d81c2d9ee77e

Megan Clark MClark@ettermcmahon.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 63.233.194.194	Sent: 2/28/2024 4:57:09 PM Viewed: 2/29/2024 9:41:06 AM Signed: 2/29/2024 9:44:11 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/29/2024 9:41:06 AM
ID: ff4fd9e-92a4-4f2c-8d68-adab6ec653bb

Signer Events	Signature	Timestamp
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Elizabeth Schoedel
 eschoedel@spokanecity.org
 Assistant City Attorney - approved as to form only
 Security Level: Email, Account Authentication (None)

Elizabeth Schoedel
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.1.39.252

Sent: 2/29/2024 9:44:12 AM
 Viewed: 2/29/2024 10:54:46 AM
 Signed: 2/29/2024 10:54:56 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/29/2024 10:54:46 AM
 ID: fdd23f38-2ffc-4da9-af9f-8910f0562fac

Maggie Yates
 myates@spokanecity.org
 Assistant City Administrator
 Security Level: Email, Account Authentication (None)

Maggie Yates
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.1.39.252

Sent: 2/29/2024 10:54:58 AM
 Viewed: 2/29/2024 1:14:32 PM
 Signed: 2/29/2024 1:15:54 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/29/2024 1:14:32 PM
 ID: a097c49e-2639-4dbd-81a7-b5f4f3bb9722

Justin Lundgren
 jclundgren@spokanepolice.org
 Interim Chief
 Spokane Police Department
 Security Level: Email, Account Authentication (None)

Justin Lundgren
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.1.39.252

Sent: 2/29/2024 1:15:56 PM
 Viewed: 3/1/2024 3:22:19 PM
 Signed: 3/1/2024 3:22:29 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/17/2021 4:45:58 PM
 ID: 6913bdbc-df07-4926-bc85-a29086a8c1d0

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

Terri L. Pfister

 Signature Adoption: Uploaded Signature Image
 Using IP Address: 198.1.39.252

Sent: 3/1/2024 3:22:31 PM
 Viewed: 3/1/2024 3:23:50 PM
 Signed: 3/1/2024 3:24:05 PM

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
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/28/2024 4:38:24 PM
Certified Delivered	Security Checked	3/1/2024 3:23:50 PM
Signing Complete	Security Checked	3/1/2024 3:24:05 PM
Completed	Security Checked	3/1/2024 3:24:05 PM

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.

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