




## Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 05/06/2024

**Committee Agenda type:** Consent

		<b>Date Rec'd</b>	4/23/2024
		<b>Clerk's File #</b>	OPR 2024-0380
		<b>Renews #</b>	
<b>Council Meeting Date:</b> 05/20/2024		<b>Cross Ref #</b>	ORD C36493
<b>Submitting Dept</b>	FIRE	<b>Project #</b>	
<b>Contact Name/Phone</b>	LANCE DAHL (509)625-7005	<b>Bid #</b>	
<b>Contact E-Mail</b>	IDAHL@SPOKANECITY.ORG	<b>Requisition #</b>	MASTER
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	PDILLON MCATHCART LNAVARRETE		
<b>Agenda Item Name</b>	1970 INTERAGENCY AGREEMENT WITH DNR		
<b>Agenda Wording</b>			
Spokane Fire would like to enter into a five-year Interagency Agreement with Dept of Natural Resources to use a portion of the awarded Community Wildfire Defense Grant from Dept of Natural Resources, not to exceed \$500,000 per year.			
<b>Summary (Background)</b>			
The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into a five-year Interagency Agreement with WA State Dept of Natural Resources that will not exceed \$500,000 per year. Dept of Natural Resources will allow fire crews to perform hazardous fuel reduction work on city-owned or managed land.			
Lease?	NO	Grant related?	YES
		Public Works?	NO
<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 2,500,000.00		
Current Year Cost	\$ 500,000.00		
Subsequent Year(s) Cost	\$ 500,000.00 annually		
<b>Narrative</b>			
The City has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Spokane Parks & Rec has committed \$50,000 for 2024 & 2025. Only grant and matching funds will be used to pay for this contract.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 2,500,000	#	VARIOUS
Select	\$	#	Approved by Spokane City Council
Select	\$	#	on: 5/20/2024
Select	\$	#	
	\$	#	
	\$	#	City Clerk



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	O'BERG, JULIE
<b><u>Division Director</u></b>	
<b><u>Accounting Manager</u></b>	SCHMITT, KEVIN
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE

**Distribution List**

Pat Ryan pat.ryan@dnr.wa.gov (signer)	Steve Harris steven.harris@dnr.wa.gov
Lance Dahl idahl@spokanecity.org	Nick Jeffries njeffries@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Thea Prince tprince@spokanecity.org	Sue Raymon sraymon@spokanecity.org

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	May 6 <sup>th</sup> , 2024
<b>Submitting Department</b>	Fire
<b>Contact Name</b>	Chief Lance Dahl
<b>Contact Email &amp; Phone</b>	<a href="mailto:ldahl@spokanecity.org">ldahl@spokanecity.org</a> 625-7005
<b>Council Sponsor(s)</b>	CM Dillon, CM Cathcart & CM Navarette
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	1970 – Interagency Agreement with DNR
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into a five-year Interagency Agreement with Washington State DNR that will not exceed \$500,000 per year. DNR will allow fire crews to perform hazardous fuel reduction work on city-owned or managed land.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$2,500,000.00</u> Current year cost: \$500,000 Subsequent year(s) cost: \$500,000.00 annually  <b>Narrative:</b> <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks &amp; Rec has committed \$50,000 for years 2024 &amp; 2025. These funds will be used towards the 25% match requirement. Contract is setup for \$500,000 per year in the event future grants are awarded to SFD with similar scopes of work. Only grant and matching funds will be used to pay for this contract.</u>  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? During the second round of the grant application, the City will request to waive the match requirement based on Spokane's lower economic status as compared to the national average.  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived.	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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? N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A

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?

This work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.



**INTERAGENCY AGREEMENT**  
**DEPARTMENT OF NATURAL RESOURCES (DNR)**  
**NO. 93-106762**

**PI:** 214

**Funding Source:** State

**Grant Funded:**  Yes  No

**OMWBE:**  Not Applicable

**Procurement method:**  Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5, Item 2, RCW 39.26.125(10)

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the City of Spokane Fire Department, hereinafter referred to as SFD.

DNR and SFD enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Spokane Fire Department

44 W. Riverside Ave

Spokane, WA 99201

**Phone:** 509-625-7000

**Email:** [njeffries@spokanecity.org](mailto:njeffries@spokanecity.org)

**WA State UBI Number:** 328-013-877

**Federal Taxpayer Identification Number:** 916001280

**Statewide Vendor # (SWV):** SWV0003387 50

**IT IS MUTUALLY AGREED THAT:**

**1.0 Purpose.** The purpose of this Agreement is to provide DNR fire crews to perform hazardous fuel reduction work on city-owned and/or managed land.

**2.0 Scope of Work.** The DNR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

**3.0 Period of Performance.** The period of performance under this contract will be from April 1, 2024, or date of execution, whichever is later, through March 31, 2029.

**4.0 Payment.** The parties estimate that the cost of accomplishing the work will not exceed \$500,000 Thousand Dollars (\$) annually. Pay for services shall be based on the rates and terms described in Exhibit B – Budget.

**5.0 Billing Procedures.** DNR shall submit invoices quarterly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each DNR invoice submitted to SFD shall include information needed by SFD to determine the exact nature of all expenditures and completed work. At a minimum, each DNR invoice shall specify the following:

- A. Agreement number 93-93-106762.
- B. The billing period and documentation of the actual project work delivered.
- C. The total number of hours worked for each employee including the DNR crew supervisor.
- D. Additional cost (such as equipment rental, if any).
- E. The total amount of taxes (if any).
- F. Any other relevant information.
- G. The total invoice charges.

**6.0 Records Maintenance.** DNR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by DNR in providing the services. These records shall be available for inspection, review, or audit by personnel of the SFD, other personnel authorized by the SFD, the Office of the State Auditor, and federal officials as authorized by law. DNR shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**7.0 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned

equally DNR and SFD. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

**8.0 Independent Capacity.** The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**9.0 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**10.0 Termination for Convenience.** Either party may terminate this Agreement upon 30 calendar days' prior written (including email) notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**11.0 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing (including email).

**12.0 Disputes.** If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

**13.0 Governance.** This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (3) Scope of Work; and

(4) Any other provisions of the agreement, including materials incorporated by reference.

**14.0 Assignment.** The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**15.0 Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party’s rights may only be waived through a written amendment to this agreement.

**16.0 Harassment.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: [https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

**17.0 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**18.0 Responsibilities of the Parties/Indemnification.** Each party to this Agreement hereby assumes responsibility for claims and/or damages to person and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm or corporation not a party to this Agreement.

**19.0 Insurance.** The parties to this Agreement are self-insured government entities. Each party shall be responsible for losses, claims, injuries, and other damages for which it is found liable.

**20.0 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**21.0 Contract Management.**

<b>CONTRACTOR Contract Manager</b>	<b>DNR Contract Manager</b>
Thea Prince City of Spokane 915 N. Nelson Street Spokane, WA 99202 <i>Phone</i> : 509-625-6403 <i>Email address</i> : <a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a>	Pat Ryan Department of Natural Resources 225 S. Silke Rd Colville, WA 99114 <i>Phone</i> : 509-244-7064 <i>Email address</i> : <a href="mailto:pat.ryan@dnr.wa.gov">pat.ryan@dnr.wa.gov</a>



CONTRACTOR Project Manager	DNR Project Manager
Nick Jeffries City of Spokane Fire Department 44 W. Riverside Ave Spokane, WA 99201 Phone : 509-625-7139 Email address: <a href="mailto:njeffries@spokanecity.org">njeffries@spokanecity.org</a>	Steve M. Harris Department of Natural Resources 225 S. Silke Rd Colville, WA 99114 Phone: 509-244-7064 Email address: <a href="mailto:steven.harris@dnr.wa.gov">steven.harris@dnr.wa.gov</a>

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

**CITY OF SPOKANE**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES**

Maggie Yates 5/30/2024  
 Signature Date  
 Maggie Yates  
 Name  
 Assistant City Administrator  
 Title  
 Address  
 Telephone

PAT RYAN 5/21/2024  
 Signature Date  
 Pat Ryan  
 Name  
 NE Region Manager  
 Title  
 225 S. Silke Rd  
 Colville, WA 99114  
 Address  
 509-684-7474  
 Telephone

Approved as to form:



Elizabeth Schoedel  
 Assistant City Attorney

Attest:

Laurie Farnsworth  
 Acting City Clerk (Acting)

## EXHIBIT A

### SCOPE OF WORK

DNR shall provide fire fighters from Northeast Region under the supervision of DNR Wildfire and Forest Health Technicians to perform labor-intensive work on specific City or Spokane, SFD, projects located on lands managed by City of Spokane and/or adjoining partner lands within Spokane County, in the State of Washington. The general scope of work includes but is not limited to the following:

- Fire fuel reduction work.
- Pre-commercial thinning, to include hazard abatement when required.
- Tree felling, limbing, bucking to length and debris removal (including chipping if requested).

If requested by SFD, DNR will initially rent and pay for any agreed to and/or required specialized equipment necessary to complete the project safely and efficiently. DNR will recover these incurred expenses from SFD via the invoicing procedure specified in Section 5.0 and Exhibit B of this Agreement. An example of a DNR incurred expense is a woodchipper in which the cost of the rental, routine maintenance, insurance and fuel shall ultimately be the responsibility of SFD. These rental costs and fees, less taxes, will not exceed the maximum dollar value specified in Section 4.0 of this Agreement.

**EXHIBIT B****BUDGET**

DNR shall submit invoices quarterly following any quarter in which billable work is performed and can be charged. Billings for reimbursement will be based on the direct costs of accomplishing the work, plus an established indirect rate. Invoices shall include the following:

- A. Agreement number, 93-106762.
- B. The billing period and documentation of the actual project work delivered.
- C. The total number of hours worked for each employee including the DNR crew leadership.
- D. Additional cost (such as equipment rental, if any).
- E. The total amount of taxes (if any).
- F. Any other relevant information.
- G. Indirect Charge rate of 31%.
- H. The total invoice charges.

For budgeting and planning convenience, the following are examples of a daily rate for one crew (actual charges will be based on the rates established in writing between the parties at the time the work is performed):

Mileage from agency assigned parking location(s) to work site (round trip) is 24-miles or less, assessed at DNR's current mileage rates at the time the work is performed (currently \$2.78). Multiplying the miles with the mileage rate results in a charge of approximately \$67.00 per day. Actual vehicle cost will be billed.

Firefighter pay will be calculated at the current maximum hourly rate of \$25.35 per hour plus benefits. A typical 10-hour workday with an 8-person crew would cost no more than \$2,636.40 per day. Firefighter cost billed is based on monthly salary amount. Actual costs will be billed.

Forestry supplies will be charged. This includes but is not limited to saw fuel, saw chain, bar oil, gloves, ear protection, eye protection, etc. The typical daily supply cost is about \$60.00. The actual cost of supplies will be billed.

Slash disposal equipment rental costs will be included. The typical rental for a tracked chipper is about \$405.00 per day including insurance, knife wear and tax. This is based on a monthly rental rate. The actual rental cost will be billed. The typical rental for a skid steer masticator is about \$800.00 per day including tooth wear and tax. Additional cost for fuel and grease will be added. The actual cost of the rental will be billed.

**Certificate Of Completion**

Envelope Id: 195246C6EEB7423BAC93CB3CA61FE43D

Status: Completed

Subject: OPR 2024-0380 CONTRACT INTERAGENCY AGREEMENT WITH DEPARTMENT OF NATURAL RESOURCES

Source Envelope:

Document Pages: 11

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelope Stamping: Enabled

Spokane, WA 99201

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

drose@spokanecity.org

IP Address: 198.1.39.252

**Record Tracking**

Status: Original

Holder: Daniel Rose

Location: DocuSign

5/21/2024 9:43:10 AM

drose@spokanecity.org

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

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication (None)



Sent: 5/21/2024 9:50:19 AM

Viewed: 5/21/2024 10:16:15 AM

Signed: 5/21/2024 10:16:25 AM

Signature Adoption: Uploaded Signature Image

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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

PAT RYAN

pat.ryan@dnr.wa.gov

NE Region Manager

Security Level: Email, Account Authentication (None)



Sent: 5/21/2024 10:16:26 AM

Viewed: 5/21/2024 1:56:41 PM

Signed: 5/21/2024 4:01:39 PM

Signature Adoption: Pre-selected Style

Using IP Address: 146.76.123.42

**Electronic Record and Signature Disclosure:**

Accepted: 5/21/2024 1:56:41 PM

ID: 46959e02-001d-4e96-8708-d36c45e618ad

Elizabeth Schoedel

eschoedel@spokanecity.org

Assistant City Attorney - approved as to form only

Security Level: Email, Account Authentication (None)



Sent: 5/21/2024 4:01:40 PM

Resent: 5/23/2024 10:18:35 AM

Viewed: 5/27/2024 6:58:47 AM

Signed: 5/27/2024 6:58:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 73.97.247.31

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 5/27/2024 6:58:47 AM

ID: bfa2f504-1694-4373-8df7-9929978b436e

Maggie Yates

myates@spokanecity.org

Assistant City Administrator

Security Level: Email, Account Authentication (None)



Sent: 5/27/2024 6:58:55 AM

Resent: 5/28/2024 9:10:21 AM

Viewed: 5/30/2024 9:44:46 PM

Signed: 5/30/2024 9:45:37 PM

Signature Adoption: Pre-selected Style

Using IP Address: 98.247.159.163

**Electronic Record and Signature Disclosure:**

Accepted: 5/30/2024 9:44:46 PM

ID: 045bc52d-d18d-4a31-8ede-1ce62d0ad596

Signer Events	Signature	Timestamp
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Laurie Farnsworth  
 lfarnsworth@spokanecity.org  
 Acting City Clerk  
 City of Spokane  
 Security Level: Email, Account Authentication  
 (None)

Laurie Farnsworth



Sent: 5/30/2024 9:45:38 PM  
 Resent: 5/31/2024 8:38:17 AM  
 Viewed: 5/31/2024 8:57:25 AM  
 Signed: 5/31/2024 8:57:52 AM

Signature Adoption: Pre-selected Style  
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 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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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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Envelope Sent	Hashed/Encrypted	5/21/2024 9:50:19 AM
Envelope Updated	Security Checked	5/31/2024 8:38:16 AM
Envelope Updated	Security Checked	5/31/2024 8:38:16 AM
Envelope Updated	Security Checked	5/31/2024 8:38:16 AM
Certified Delivered	Security Checked	5/31/2024 8:57:25 AM
Signing Complete	Security Checked	5/31/2024 8:57:52 AM
Completed	Security Checked	5/31/2024 8:57:52 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **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](mailto:klund@spokanecity.org)

**To advise SHI International Corp OBO City of Spokane of your new e-mail address**

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

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from SHI International Corp OBO City of Spokane**

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**To withdraw your consent with SHI International Corp OBO City of Spokane**

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Screen Resolution:	800 x 600 minimum
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