



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 11/11/2024

Committee Agenda type: Discussion

Date Rec'd

11/13/2024

Clerk's File #

OPR 2024-1005

Cross Ref #

Project #

Council Meeting Date: 11/25/2024

Submitting Dept

HISTORIC PRESERVATION

Bid #

Contact Name/Phone

MEGAN 6543

Requisition #

Contact E-Mail

MDUVALL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0470 - INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE

Agenda Wording

Preservation services have been a partnership between the City and County since the 1980s. This is a continuation of previous ILAs between the City of Spokane and Spokane County for preservation services. The agreement provides \$50,000 for 2025 and

Summary (Background)

Background/History: The Historic Preservation Office has been a joint City'County entity since its inception in the early 1980s. The Historic Preservation Office staffs the Spokane City'County Historic Landmarks Commission and provides staffing services to the County for historic preservation objectives. This is a continuation of previous ILAs between the City of Spokane and Spokane County for preservation services. The agreement provides \$50,000 for 2025 and increases by 2.5% each year

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 0

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is a revenue generating Interlocal Agreement between the City and County to staff the County's Historic Preservation Program. Our current annual allocation from the County is \$40,000 per year.

Amount

Budget Account

Revenue \$ 50,000 annually with 2.5% increase

0470 53610 99999 33772

Select \$

Approved by Spokane City Council

Select \$

on: 1/6/2025

Select \$

#

Select \$



Select \$

city clerk



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

and increases by 2.5% each year through 2030.

Summary (Background)

through 2030. This agreement would expand the period to 5 years from the current 3 years. The ILA is making its way through the Board of County Commissioners concurrently with the City's process, so funding amounts may change on the final contract.

Approvals

<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	MACDONALD, STEVEN
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	mduvall@spokanecity.org
smaconnald@spokanecity.org	akiehn@spokanecity.org
klouden@spokanecity.org	korlob@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	11/11/24
Submitting Department	0470 – Historic Preservation
Contact Name	Megan Duvall
Contact Email & Phone	mduvall@spokanecity.org ; 509-625-6543
Council Sponsor(s)	CM Zappone; CM Bingle; CM Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Interlocal Agreement between City of Spokane and Spokane County for Preservation Services
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	<u>Background/History:</u> The Historic Preservation Office has been a joint City County entity since its inception in the early 1980s. The Historic Preservation Office staffs the Spokane City County Historic Landmarks Commission and provides staffing services to the County for historic preservation objectives. This is a continuation of previous ILAs between the City of Spokane and Spokane County for preservation services. The agreement provides \$50,000 for 2025 and increases by 2.5% each year through 2030. This agreement would expand the period to 5 years from the current 3 years. The ILA is making its way through the Board of County Commissioners concurrently with the City’s process, so funding amounts may change on the final contract.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$0

 Current year cost:

 Subsequent year(s) cost:

Narrative: This is a revenue generating Interlocal Agreement between the City and County to staff the County’s Historic Preservation Program. Our current annual allocation from the County is \$40,000 per year.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Yes, this would be a 5-year agreement

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) This allows the Historic Preservation Office to pursue interlocal agreements with small cities in Spokane County, list properties in unincorporated county on the Spokane Register of Historic Places, and offer incentives to property owners who make significant improvements to those properties.

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?

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane and Spokane County. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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 is exclusively a contract to provide services to the unincorporated County and small communities.

HISTORIC PRESERVATION INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE (JANUARY 1, 2025-DECEMBER 31, 2026)

1. Contracted Agency City of Spokane 808 West Spokane Falls Blvd. Spokane, WA 99201		2. Award Amount (up to) \$90,000.00	3. Tax ID# 91-6001280
4. Contracted Agency Representative Steven MacDonald, Director City of Spokane, Community and Economic Development Department 808 West Spokane Falls Blvd. Spokane, WA 99201 (509) 509-625-6835 smacdonald@spokanecity.org		5. Spokane County Program/Contract Manager Heather Arnold, Grants Administrator Spokane County 1116 West Broadway. Spokane, WA 99260 509-477-7272 harnold@spokanecounty.org	
6. UEI # PDNCLY8MYJN3	7. Start Date 01/01/2025	8. End Date 12/31/2026	
9. CFDA # Not Applicable		10. Funding Source: County General Fund	
11. Contract Number and Purchasing No 25GF2219			
12. Contract Purpose & Description: This contract is for the continued relationship between the City of Spokane and Spokane County in order to provide for historic preservation services.			
13. IN WITNESS WHEREOF SPOKANE COUNTY and the CITY OF SPOKANE acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Amendment as of the date below. This Agreement Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.			
FOR THE CITY OF SPOKANE:		FOR SPOKANE COUNTY:	
_____ Signature Date		_____ Signature Date	
_____ Name		_____ Name	
_____ Title		_____ Title	

(FACE SHEET)

THIS AGREEMENT, made and entered into by and between the **City of Spokane**, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, hereinafter referred to as “CITY”, and the **County of Spokane**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as “COUNTY,” jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, districts, buildings, and objects which reflect outstanding elements of historic, archeological, architectural or cultural heritage for the enrichment of the citizens; and

WHEREAS, the City and County by joint resolution have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the purpose of this agreement is to continue the relationship between the City and the County in order to provide for historic preservation.

NOW THEREFORE the PARTIES agree as follows:

1. PURPOSE

- 1.1. The purpose of this Agreement is to set forth the PARTIES’ understanding of the terms and conditions under which the CITY through its Department of Historic Preservation will provide historic preservation services.

2. SCOPE OF SERVICES

- 2.1. Historic preservation services are outlined in the “Scope of Services” attached hereto as Attachment “A” and incorporated herein by reference. They include:
 - 2.1.1. Identifying and monitoring historic resources
 - 2.1.2. Providing community services
 - 2.1.3. Maintaining “certified status”
- 2.2. The scope of services and goals associated with each identified service will be revisited annually and modified as needed through mutual consent.

3. DURATION

- 3.1. This Agreement shall be effective January 1, 2025 and run through December 31, 2026 unless terminated earlier by the PARTIES.

4. COMPENSATION/FINANCING

- 4.1. The COUNTY'S funding toward the CITY Department of Historic Preservation and Landmarks Commission under this Agreement is as follows: January 1, 2025 to December 31, 2025 Forty-Five Thousand Dollars (\$45,000.00), and January 1, 2026 to December 31, 2026 Forty-Five Thousand Dollars (\$45,000.00). This amount may be reviewed annually and modified only by mutual agreement of the PARTIES.

5. PAYMENT

- 5.1. Under this Agreement, the COUNTY shall pay the CITY Forty-Five Thousand Dollars (\$45,000.00) in calendar year 2025 payable in equal semi-annual installments of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00). In calendar year January 1, 2026 to December 31, 2026 Forty-Five Thousand Dollars (\$45,000.00) payable in equal semi-annual installments of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00).
- 5.2. The first semi-annual installment shall be due on or after July 1st of each of the set forth calendar years. The second semi-annual installment shall be due on or after December 31st of each of the set forth calendar years. The CITY shall bill the COUNTY for its second semi-annual installment no later than January 15th of the following year.
- 5.3. The CITY shall make a request for payment to the COUNTY's representative with payment due within thirty (30) days after receipt of the CITY's request. At the sole option of the CITY, a penalty may be assessed on any late payment by the COUNTY based on lost interest earnings had the payment been timely paid and invested in the City Treasurer's Investment Pool.
- 5.4. The Historic Preservation Office will provide an annual report of activities as outlined in Attachment "A."

6. ADMINISTRATION

- 6.1. The City of Spokane Community and Economic Development Director shall be in charge of administering this Agreement and ensuring that payment is made to the CITY for the purpose of financing, in part, the operations of historic preservation. The CITY Treasurer may, in the exercise of his/her reasonable discretion, establish a special fund for the purpose of holding, investing, receiving, and disbursing the payment(s) pursuant to this Agreement.
- 6.2. In the event of a vacancy in the position of Historic Preservation Officer, the Landmarks Commission will conduct a search and recommend to the Mayor and Board of County Commissioners for their joint designation, the employment of an individual qualified to be Historic Preservation Officer (hereinafter "HPO"). The duties, functions, and location of any HPO will be under the control and authority of the City of Spokane Community and Economic Development Director.

7. NOTICE

- 7.1. All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing:

COUNTY: Spokane County Grants Administrator
1116 West Broadway
Spokane, Washington 99260

CITY: City of Spokane Mayor or his/her authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

8. LIABILITY

- 8.1. The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.
- 8.2. The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.
- 8.3. If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- 8.4. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- 8.5. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
- 8.6. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES specifically negotiated this provision.

9. RELATIONSHIP OF THE PARTIES

9.1. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

10. AMENDMENTS

10.1. This Agreement shall not limit the ability of the CITY and the COUNTY to enter into subsequent agreements to further the purposes of this Agreement.

11. COMPLIANCE WITH LAWS

11.1. The PARTIES shall comply with all applicable federal, state, and local laws and regulations.

12. ASSIGNMENTS

12.1. This Agreement is binding on the PARTIES and their heirs, successors, and assigns. No party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES' prior written consent.

13. SEVERABILITY

13.1. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

14. COUNTERPARTS

14.1. 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.

15. VENUE STIPULATION

- 15.1. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

16. TERMINATION

- 16.1. Any party may terminate this Agreement by sixty (60) days written notice to the other party. In the event of such termination, the CITY shall prorata refund to the COUNTY any prepaid compensation. The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Agreement shall remain with such party.

17. HEADINGS

- 17.1. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

18. ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

- 18.1. This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

19. AUDIT/RECORDS

- 19.1. The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized CITY and COUNTY representatives, including the CITY Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

20. PARTIES REPRESENTATIVES

20.1. The COUNTY hereby appoints and the CITY hereby accepts the COUNTY'S Grants Administrator or her designee, as the COUNTY'S liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY'S Director, Community and Economic Development Director or his/her designee, as CITY'S liaison for the purpose of administering this Agreement.

21. NO THIRD-PARTY BENEFICIARIES

21.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

22. SURVIVAL

22.1. Without being exclusive, Sections 8 and 15 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

23. PUBLICATION

23.1. CITY agrees that any publications (written or visual), excluding press releases, issued by the CITY describing Services funded in whole or in part with COUNTY funds under this Agreement and referencing any other funding agencies by name or logo shall also include the COUNTY's name or logo.

24. RCW 39.34 REQUIRED CLAUSES

24.1. **Purposes:** See Section No. 1 above.

24.2. **Duration:** See Section No. 3 above.

24.3. **Separate Legal Entity:** This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the City's Department of Historic Preservation provide historic preservation activities in the City and County as previously set forth in ordinances of the City (see chapters 4.35 and 17D.100 of Spokane Municipal Code) and ordinances or resolutions of the COUNTY.

24.3. **Responsibilities of the Parties:** See provisions above.

24.4. **Agreement to be Filed:** The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or will place the Agreement on its website.

- 24.5. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- 24.6. **Termination:** See Section No. 16 above. The City Department of Historic Preservation shall be allowed to acquire, hold, and dispose of real and personal property pursuant to City ordinance and State law.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

SIGNATURES BEGIN ON THE NEXT PAGE

DATED: 1/7/2025

CITY OF SPOKANE

By: Alexander Scott

Title: city Administrator

ATTEST:

APPROVED AS TO FORM:

Lisa K. Hester
City Clerk

Elizabeth Schoedel
Assistant City Attorney



PASSED AND ADOPTED this _____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON**

Chair

Vice-Chair

Commissioner

ATTEST:

Commissioner

Ginna Vasquez, Clerk of the Board

Commissioner

EXHIBIT A
SCOPE OF WORK
January 1, 2025-December 31, 2026
Historic Preservation Interlocal Agreement Services

Identification and Monitoring of Historic Resources

- **Goal:** The City will oversee the responsibilities of historic preservation in unincorporated Spokane County.
- **Goal:** The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County.
- **Goal:** Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county department and citizens).

Maintain “Certified” Status

- **Goal:** Carry out duties as Certified Local Government; fulfilling program obligations, which allow “Established” status and eligibility for grants.
- **Goal:** Process applications for Spokane and National Register status for Spokane County properties.
- **Goal:** Monitor activity on Spokane Register listings in Spokane County per recorded Management Agreement contracts and the provisions of Chapter 1.48 (Historic Landmarks Commission) of the Spokane County Code.
- **Goal:** Maintain Special Valuation program, monitoring County properties in the program.
- **Goal:** Review proposed renovation work on County Courthouse, in compliance with Spokane Register contract.

Community Services

- **Goal:** Encourage the use and redevelopment of historic properties in Spokane County by offering technical assistance and promotion of historic preservation incentives such as Special Tax Valuation to property owners.

Certificate Of Completion

Envelope Id: 97F063FA-EE0F-491D-8F31-D0B5E115621D

Status: Completed

Subject: OPR 2024-1005 CONTRACT HISTORIC PRESERVATION INTERLOCAL AGREEMENT WITH SPOKANE COUNTY

Source Envelope:

Document Pages: 15

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

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

drose@spokanecity.org

Canada)

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

1/7/2025 10:05:20 AM

drose@spokanecity.org

Signer Events

Signature

Timestamp

Terri L. Pfister

Sent: 1/7/2025 10:07:38 AM

tpfister@spokanecity.org

Viewed: 1/7/2025 10:26:31 AM

City Clerk

Signed: 1/7/2025 10:26:43 AM

City of Spokane

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Elizabeth Schoedel

Sent: 1/7/2025 10:26:45 AM

eschoedel@spokanecity.org

Viewed: 1/7/2025 11:52:05 AM

Assistant City Attorney - approved as to form only

Signed: 1/7/2025 11:52:17 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.215.116.107

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 1/7/2025 11:52:05 AM

ID: 20ce241a-28ee-4bf8-8897-117020627a42

Alexander Scott

Sent: 1/7/2025 11:52:18 AM

ascott@spokanecity.org

Viewed: 1/7/2025 8:31:34 PM

City Administrator

Signed: 1/7/2025 8:32:24 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 98.97.43.121

Electronic Record and Signature Disclosure:

Accepted: 1/7/2025 8:31:34 PM

ID: 73e85832-bdd1-48d4-9cfc-5b72c0f126d1

Terri L. Pfister

Sent: 1/7/2025 8:32:26 PM

tpfister@spokanecity.org

Viewed: 1/9/2025 2:10:46 PM

City Clerk

Signed: 1/9/2025 2:10:55 PM

City of Spokane



Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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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	1/7/2025 10:07:38 AM
Certified Delivered	Security Checked	1/9/2025 2:10:46 PM
Signing Complete	Security Checked	1/9/2025 2:10:55 PM
Completed	Security Checked	1/9/2025 2:10:55 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:

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