



# **Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 04/28/2025

**Committee Agenda type:** Discussion

**Date Rec'd**

4/23/2025

**Clerk's File #**

OPR 2025-0354

**Cross Ref #**

ORD C36684

**Project #**

**Council Meeting Date:** 05/19/2025

**Submitting Dept**

COMMUNITY AND ECONOMIC

**Bid #**

**Contact Name/Phone**

STEVE 625-6835

**Requisition #**

**Contact E-Mail**

SMACDONALD@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON JBINGLE MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** NO

**Agenda Item Name**

0750 - ILA REGARDING FUNDING TRANSFERS TO NEPDA

## **Agenda Wording**

ILA between the City and Northeast PDA, setting forth a process whereby the City may allocate and transfer funding to NEPDA for reasons outlined in the document.

## **Summary (Background)**

The purpose of this Agreement is to set forth a process whereby City may allocate and transfer funding to the NEPDA for incentivizing public improvements associated with development projects, enhance tracking of such funds for City Accounting purposes, and ensure use of such funding for incentivizing public improvements purposes.

Approved by Spokane City Council  
on: 5/19/2025

Laurie Farnsworth

Acting City Clerk

**What impacts would the proposal have on historically excluded communities?**

N/A

**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?**

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? NO			
Total Cost		\$ 625,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
SBO addressing this cost will be entered as a separate item in OnBase.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 625,000	#	3200-49854-58700-54201-20802
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Reallocation	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	MACDONALD, STEVEN		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Jesse Bank jesse.bank@northeastpda.com	smacdonald@spokanecity.org		
sgardner@spokanecity.org	abeck@spokanecity.org		
nzollinger@spokanecity.org	klouden@spokanecity.org		
cpitsnogle@spokanecity.org	sbishop@spokanecity.org		
kpicanco@spokanecity.org			

Return to: Office of the City Clerk  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

City Clerk's OPR No. 2025 - 0354

**INTERLOCAL AGREEMENT REGARDING FUNDING FOR INCENTIVIZING  
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY PUBLIC IMPROVEMENTS**

**THIS AGREEMENT** is entered into between the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("CITY"), and the Northeast Public Development Authority ("NEPDA"), a public corporation created pursuant to RCW 35.21, RCW 39.34 Interlocal Agreement between the City of Spokane and Spokane County, OPR 2019-0928, and City Ordinance C35829, jointly hereinafter referred to as the "PARTIES."

WHEREAS, pursuant to RCW 35.21.745 and SMC 04.25.030, the NEPDA can, among other powers, acquire and manage real property, secure financing, utilize revenues to incentivize private development, undertake property construction and development and otherwise accomplish all purposes required for development and management of Projects; and

WHEREAS, public improvements such as creation or enhancement of infrastructure (i.e., roads, utility systems, etc.) and facilities for the benefit of the public (i.e., parks, etc.) serve the economic development purposes the NEPDA was created to achieve as set forth in ILA, OPR 2019-0928; and

WHEREAS, RCW 35.21.745 imposes responsibilities on local government to control and oversee the PDA's operation and funds in order to ensure the PDA is reasonably accomplishing its purpose and correct any deficiencies; and

WHEREAS, in addition to the NEPDA tax revenue source funding agreed to and outlined by City and County in ILA OPR 2019-0928, the City additionally periodically seeks to allocate and transfer funding from other City sources to NEPDA to incentivize public improvements associated with development projects; and

WHEREAS, the Parties seek to formalize a process to facilitate allocation and transfer of City funding and track funding for City accounting purposes, and to ensure funds are used for the incentivizing public improvement purposes articulated herein; and

WHEREAS, the PARTIES are entering into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act, RCW 39.34.



**NOW, THEREFORE,** for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to set forth a process whereby City may allocate and transfer funding to the NEPDA for incentivizing public improvements associated with development projects, enhance tracking of such funds for City Accounting purposes, and ensure use of such funding for incentivizing public improvements purposes.

**SECTION NO. 2: DURATION**

This Agreement shall become effective upon final execution by both parties and shall continue until the termination of the Agreement by: 1.) mutual agreement of the Parties; or 2.) upon insolvency or dissolution of the PDA per RCW 35.21.750.

**SECTION NO. 3: RESPONSIBILITIES OF THE PARTIES**

A. City.

To the extent authorized by the City Council through the adoption of the annual budget or through the adoption of a special budget ordinance/s (SBO), the City shall transfer funding to the NEPDA to fund incentivization of public improvements associated with Development Projects. Such allocated funding is to be assigned to specific development agreements between NEPDA and the Development Projects.

B. NEPDA.

1. The NEPDA's use of funds must be dedicated to incentivizing the construction of public improvements.
2. The incentive must be specifically identified in a written agreement between the NEPDA and the Developer of the Project.
3. The Project public improvements must be both permitted by, and located within, the City of Spokane.
4. Exhibit A attached hereto provides example language that should be included in the agreement between the NEPDA and the Developer for the Development Project to address public works requirements such as prevailing wages, indemnification, insurance and bonding.
5. When the NEPDA enters into an agreement with a Development Project, NEPDA must notify City by providing the Project details and a copy of the agreement for the Development Project.

**SECTION NO. 4: 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 Section 3 above.
- E. **AGREEMENT TO BE FILED:** The City shall file this Agreement with its City Clerk.
- F. **FINANCING:** See Responsibilities of Parties Section above.
- G. **TERMINATION:** See Section No. 2 above.
- H. **PROPERTY UPON TERMINATION:** 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.

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

DATED: 5/21/2025

CITY OF SPOKANE

By: Alexander Scott

Title: City Administrator

Attest:

Approved as to form:

Laurie Farnsworth  
City Clerk (Acting)

Michael J. Piccolo  
City Attorney

DATED: 5/21/2025

NORTHEAST PUBLIC DEVELOPMENT  
AUTHORITY

By: JESSE BANK

Title: Executive Director



## EXHIBIT A

Public Improvements. The Project will include the following public improvements within the public right-of-way (the “Improvements” or “Public Improvements”):

[Describe public improvements \_\_\_\_\_ insert project details from the staff report  
\_\_\_\_\_]

1. Construction of the Public Improvements. NEPDA shall cause the Public Improvements to be completed, in their entirety. The costs of the Improvements include but are not limited to costs of design, construction, permitting (which includes inspection and review fees from the City), insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. Neither the City of Spokane nor the NEPDA shall be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount set forth in Section 6 herein below.

(a) The Developer shall engage engineers or other professionals to design the Public Improvements in a manner consistent with the procedures and requirements set forth in Chapter 39.80 RCW.

(b) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer’s behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the City for public works bidding, consistent with chapter 39.04 RCW. As a condition of the NEPDA’s liability for or payment of any amounts to Developer pursuant to this Agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the NEPDA’s payment to Developer of any amounts under this Agreement, comply with the following: Developer and all contractors and subcontractors will submit a “Statement of Intent to Pay Prevailing Wages” certified by the industrial statistician of the Department of Labor and Industries, prior to any payments and each voucher claim submitted by a contractor or subcontractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the “Statement(s) of Intent to Pay Prevailing Wages” on file with the NEPDA. Upon completion of the Public Improvements, the contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician.

(c) In all contracts for the Public Improvements, Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the NEPDA shall have a right to direct audit of such information, records, and documents.

(d) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Public Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Improvements and list the NEPDA as obligee. In the event of a default (defined herein) by the Developer (including its contractor retained to construct the Improvements), Obligee may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Public Improvements to be completed using the bond proceeds and any other funds available to the NEPDA pursuant to this Agreement.

(e) Upon the City of Spokane's issuance of a Certificate of Occupancy and approved inspections of the Public Improvements, Developer shall provide the NEPDA an accounting of the actual costs associated with the Public Improvements in a form determined by Developer consistent with its cost accounting practices and approved by the NEPDA as compatible with the requirements of the Washington State Auditor for audit purposes. The NEPDA shall within thirty (30) calendar days after receipt of the cost accounting, notify Developer in writing whether the NEPDA accepts, denies or requests modification of the accounting; providing, however, that in the event Developer does not receive a timely written response from the NEPDA within such time, then the actual costs associated with the Public Improvements shall be conclusively deemed accepted and approved. In the event the NEPDA refuses to accept any portion of the Public Improvements or denies or requests modification to the accounting, the NEPDA shall specify the basis for the decision and the NEPDA and Developer shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that on the date designated for payment and reimbursement the dispute is not resolved, and if within ninety (90) calendar days of NEPDA's receipt of notification there remain unresolved any issues relating to actual costs, then the NEPDA shall pay to Developer the actual costs requested by Developer for the Public Improvements less the amounts unresolved, which shall be placed in an interest bearing escrow set aside account designated by Developer. The amount in dispute shall then be submitted to binding arbitration, using the services and subject to the rules of the Judicial Arbitration and Mediation Service. If an arbitrator determines that Developer prevails in the accounting dispute, Developer shall be entitled to immediate disbursement of the escrow set aside and interest accrued therein, in the amount determined by the arbitrator. Notwithstanding the foregoing, in no case shall the NEPDA's payment obligation to the Developer exceed the NTE Amount.

2. NEPDA's Payment to Developer. In consideration of the significant public benefits anticipated to result from Developer's construction of the Project, subject to the terms and conditions of this agreement, and following Developer's completion of the



Project, including the Public Improvements, the NEPDA shall pay Developer an amount not to exceed [REDACTED] Dollars \$[REDACTED] through the [REDACTED] NEPDA incentive program (the "NTE Amount"). The actual payment amount will be based upon the costs shown in Developer's invoices submitted to the NEPDA, subject to the NTE Amount. The NEPAA will make payments to Developer, within sixty (60) days after the receipt of Developer's application for payment, subject to the NEPDA's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement. Without limiting any of the foregoing, Developer's application for payment shall be subject to review by the NEPDA in consultation with City's Engineering Services Department for the purpose of confirming reasonable prices for materials, equipment rentals and labor.

3. Inspection of Cost Records. Developer and its contractors and subcontractors shall keep available for inspection by NEPDA representatives the cost records and accounts pertaining to this agreement.

4. Actual Material Costs. The NEPDA's payment for any/all materials or equipment rentals under this agreement shall be on the basis of the actual cost incurred by Developer, its contractors and subcontractors, without any mark up. All payments for materials will be based on approved quantities as verified by review, and receipt of actual and verified material payment by Developer, its contractors and subcontractors, as the case may be.

5. Indemnity & Hold Harmless. Developer shall indemnify, defend, and hold the NEPDA, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this Agreement and/or the construction of the Public Improvements, unless caused directly or indirectly by the NEPDA's negligence or intentional misconduct.

To the extent necessary to enforce Developer's indemnification obligations hereunder, Developer hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.

6. Insurance. At all times prior to NEPDA's approval of the completed Public Improvements, Developer shall cause to be maintained in force at Developer's own expense, each insurance noted below per RCW 4.24.115(1)(b).

(a) Commercial general liability insurance with a combined single liability limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this agreement. It shall provide that the NEPDA, its officers, employees, contractors, agents, and such other persons or entities as the NEPDA may designate are additional insureds, but only with respect to the construction of the Public Improvements.

(b) There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Developer or its insurer(s) to the NEPDA.

(c) Developer shall require any contractor working on the Public Improvements pursuant to this agreement to carry and maintain, at no expense to NEPDA and/or City: (a) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (c) Worker's Compensation or similar insurance in form and amounts required by law.

(d) All the insurance required under this agreement shall be written as primary policies, not contributing with and not supplemental to the coverage that NEPDA may carry.

(e) Developer shall furnish its insurance carriers with a copy of this agreement to insure proper coverage. As evidence of the insurance coverages required by this agreement, Developer shall furnish acceptable insurance certificates to the NEPDA at the time this agreement is executed. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Developer fails to perform any of its obligations under this Section, the NEPDA may perform the same and may deduct such expenditures from its reimbursements to Developer under this agreement. The NEPDA makes no representations that the types or amounts of coverage required to be carried by Developer pursuant to this Section are adequate to protect Developer. If Developer believes that any of such insurance coverage is inadequate, Developer will obtain, at Developer's sole cost and expense, such additional insurance coverage as Developer deems appropriate.

## Certificate Of Completion

Envelope Id: BD4B2C9C-D38E-4360-A5FF-E5EAA7DA10CC	Status: Completed
Subject: OPR 2025-0354 - CONTRACT - NORTHWEST PUBLIC DEVELOPMENT AUTHORITY NEPDA	
Source Envelope:	
Document Pages: 10	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelopeld 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
5/20/2025 2:48:45 PM	drose@spokanecity.org	

## Signer Events

Signer Events	Signature	Timestamp
Laurie Farnsworth		Sent: 5/21/2025 1:12:31 PM
lfarnsworth@spokanecity.org		Viewed: 5/21/2025 1:21:16 PM
Acting City Clerk		Signed: 5/21/2025 1:21:25 PM
City of Spokane		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 155.190.3.6	

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

JESSE BANK		Sent: 5/21/2025 1:21:26 PM
JESSE.BANK@NORTHEASTPDA.COM		Viewed: 5/21/2025 1:47:00 PM
Executive Director		Signed: 5/21/2025 1:49:58 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address:	
	2603:3023:910:5e00:c4d4:59f9:cb6e:c8ee	

### Electronic Record and Signature Disclosure:

Accepted: 5/21/2025 1:47:00 PM  
ID: 077b9fa3-ae61-45fd-9116-eb53d4e9e556

Michael J. Piccolo		Sent: 5/21/2025 1:49:59 PM
mpiccolo@spokanecity.org		Viewed: 5/21/2025 2:00:06 PM
City Attorney		Signed: 5/21/2025 2:16:31 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 155.190.3.6	



### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Alexander Scott		Sent: 5/21/2025 2:16:32 PM
ascott@spokanecity.org		Viewed: 5/21/2025 2:44:50 PM
City Administrator		Signed: 5/21/2025 2:45:09 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 198.1.39.252	
	Signed using mobile	

### Electronic Record and Signature Disclosure:

Accepted: 5/21/2025 2:44:50 PM  
ID: e618c853-57cc-46e8-ad4a-edda916070d2

Signer Events	Signature	Timestamp
Laurie Farnsworth lfarnsworth@spokanecity.org Acting City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 	Sent: 5/21/2025 2:45:11 PM Resent: 5/21/2025 3:16:08 PM Viewed: 5/21/2025 3:31:51 PM Signed: 5/21/2025 3:39:31 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 155.190.3.6

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/21/2025 1:12:31 PM
Envelope Updated	Security Checked	5/21/2025 3:16:07 PM
Envelope Updated	Security Checked	5/21/2025 3:16:07 PM
Envelope Updated	Security Checked	5/21/2025 3:16:07 PM
Envelope Updated	Security Checked	5/21/2025 3:36:39 PM
Certified Delivered	Security Checked	5/21/2025 3:31:51 PM
Signing Complete	Security Checked	5/21/2025 3:39:31 PM
Completed	Security Checked	5/21/2025 3:39:31 PM

Payment Events	Status	Timestamps
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](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**

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](mailto: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](mailto: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.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.