



DEPARTMENT OF  
**ECOLOGY**  
State of Washington  
**IAA No. C2200144**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF LACEY**

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the City of Lacey hereinafter referred to as the “CITY,” pursuant to the authority granted by Chapter 39.34 RCW.

**THE PURPOSE OF THIS AGREEMENT** is to support the implementation of the Memorandum of Understanding between the Department of Enterprise Services (DES) and the City of Lacey regarding homeless encampments on DES and ECOLOGY property located near 300 Desmond Dr. SE, Lacey, WA 98503. See Appendix A.

WHEREAS, individuals staying at homeless encampments located on DES and ECOLOGY property contiguous to, or on, 300 Desmond Dr. SE, Lacey WA, 98503 desire to vacate the property and relocate to temporary or permanent housing.

WHEREAS, those individuals are unable to procure a service or product that allows them to access temporary or permanent housing.

WHEREAS, if the CITY has funding available, they can provide those services and products.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. SCOPE OF WORK**

The CITY and its employees may procure services and products for individuals living in homeless encampments on properties owned by DES or ECOLOGY contiguous to ECOLOGY’s Headquarters at 300 Desmond Dr. SE, Lacey WA, 98501. Any products and services procured must be directly related to those individuals transition to temporary or permanent housing.

State of Washington, Department of Ecology  
IAA No. C2200144  
Entity Name: City of Lacey

The CITY will track procurements on a procurement tracking register, to include the date procured, the amount of procurement, description of what was procured, and the name of who procured the service or product. Payment requests provided to ECOLOGY will include the date of procurement, the amount, the description of what was procured, and the name of who procured it.

## 2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **February 1, 2022**, *(or the date of final signature, whichever comes later,)* and be completed by **June 30, 2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

## 3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is provided through various funds as part of ECOLOGY's Cost Allocation funding.

The parties have determined that the cost of accomplishing the work identified herein will not exceed three thousand dollars (\$3,000), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CITY for services rendered, if the CITY fails to satisfactorily comply with any term or condition of this Agreement.

## 4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington  
Department of Ecology  
Administrative Services Division  
Attn: Jim Pendowski  
PO Box 47600  
Olympia, WA 98504-7600

Payment requests may be submitted on a Monthly basis **or** at the completion of the work. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

State of Washington, Department of Ecology  
IAA No. C2200144  
Entity Name: City of Lacey

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CITY must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

## **5. ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **6. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **7. ASSURANCES**

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **8. CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **9. DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, 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 review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

## **10. FUNDING AVAILABILITY**

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise

State of Washington, Department of Ecology  
IAA No. C2200144  
Entity Name: City of Lacey

any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CITY through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CITY. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

## **11. GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under 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. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

## **12. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of 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.

## **13. ORDER OF PRECEDENCE**

In the event of 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:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2200144.
- d. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **14. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

State of Washington, Department of Ecology  
IAA No. C2200144  
Entity Name: City of Lacey

## **15. RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

## **16. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. 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 copyright, patent, and register these items, and the ability to transfer these rights.

## **17. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **18. SUBCONTRACTORS**

CITY agrees to take complete responsibility for all actions of any Subcontractors used under this Agreement for the performance. When federal funding is involved there will be additional CITY and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

## **19. SUSPENSION FOR CONVENIENCE**

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CITY a minimum of seven (7) calendar days before the suspension date. CITY shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

## **20. 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 these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **21. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for

State of Washington, Department of Ecology  
IAA No. C2200144  
Entity Name: City of Lacey

performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**22. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

**23. AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

**The ECOLOGY Representative is:**

Name: Jim Pendowski  
Address: 300 Desmond Dr. SE.,  
Lacey, WA 98503  
Phone: 360-407-6829  
Email: jpen491@ecy.wa.gov

**The CITY Representative is:**

Name: Rick Walk  
Address: 420 College St SE,  
Lacey, WA 98503  
Phone: 360-438-2638  
Email: rwalk@ci.lacey.wa.us

State of Washington, Department of Ecology  
IAA No. C2200144  
Entity Name: City of Lacey

**24. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington  
Department of Ecology**

**City of Lacey**

By:

By:

DocuSigned by:  
Jim Pendowski 2/17/2022  
32E1AB2997FD4F1...  
Signature Date

DocuSigned by:  
Scott Spence 2/21/2022  
30853B87F4BF42E...  
Signature Date

Jim Pendowski  
Print Name

Scott Spence  
Print Name

Administrative Services Director  
Title

City Manager  
Title

State of Washington, Department of Ecology  
IAA No. C2200144  
Entity Name: City of Lacey

**APPENDIX A**

**Memorandum of Understanding Between the City of Lacey and Washington State Department of  
Enterprise Services**

**Consent to Enter, Issue No Trespass Orders, and Enforce State and Municipal Law**



DES - City of Lacey  
IAA - Homeless Enca



**Memorandum of Understanding Between the City of Lacey and Washington State**  
**Department of Enterprise Services Pertaining to**  
**CONSENT TO ENTER, ISSUE NO TRESPASS ORDERS, AND ENFORCE**  
**STATE AND MUNICIPAL LAW**

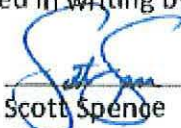
The Washington State Department of Enterprise Services (DES) grants the City of Lacey ("City") authority to enter real property under the ownership or jurisdiction of DES within the city limits of Lacey, Washington ("Premises") at all times to enforce all state and municipal laws. In addition, DES grants the City the authority to issue orders excluding and prohibiting person(s) from remaining on or entering the Premises and to enforce such orders to the extent permitted by law.

DES agrees to post and maintain "No Trespassing"-warning signs in visible, exterior, high traffic areas of the Premises. DES further agrees to encourage all management, staff, and employees to call the Lacey police department and report all criminal activity. In the event of an arrest of person(s) committing crimes on the Premises (examples: robbery, theft, vandalism or trespass), DES agrees to be the victim of record. DES further agrees to provide a qualified representative to testify in court proceedings.

The City and DES agree to cooperate in efforts to address homeless encampments and to coordinate prior to addressing specific encampment locations. If requested, the City agrees to issue exclusion and trespass orders and to take such actions to enforce such orders as the City deems appropriate, and to be present during DES outreach, inspection, clean-up, and vegetation management activities. The City also agrees to utilize its social services outreach resources to connect at-risk populations with critical housing and social services. To prevent establishment or re-occupation of homeless encampment sites, DES agrees to post "No Trespassing" signs in areas with active or prior homeless encampments, and after a homeless encampment is no longer occupied to timely clean up all trash and retain or dispose of any personal belongings. In addition, DES agrees to respond in a timely manner to requests from the City for trash clean-up and posting of notices. Generally, a response from DES within 72 hours will be deemed as meeting the requirement for a timely response.

The powers and authority granted by DES to the City shall be effective upon the last date written below and remain in effect, unless revoked in writing by DES and served upon the City.

Kevin Dragon Date: 02/17/2021  
Kevin Dragon  
Program Manager  
Planning and Project Delivery/FPS  
Washington State Department of Enterprise  
Services  
(360) 407-7956  
P.O. Box 41480  
Olympia, WA 98504

  
\_\_\_\_\_  
Scott Spende  
City Manager  
City of Lacey  
360-491-3214  
420 College St. SE  
Lacey, WA 98503

Date: 3/25/2021

**Certificate Of Completion**

Envelope Id: 63B1CDD076C64A5C9FB5F1637380CC13	Status: Completed
Subject: Please DocuSign: IAA C2200144 Dept of Ecology - Homeless Encampments 02.17.2022.docx, IAA C2200...	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Peri Edmonds
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	420 College Street SE
	Lacey, WA 98597
	pedmonds@ci.lacey.wa.us
	IP Address: 50.232.235.42


**Record Tracking**

Status: Original	Holder: Peri Edmonds	Location: DocuSign
2/17/2022 10:05:00 AM	pedmonds@ci.lacey.wa.us	

**Signer Events**

Jim Pendowski  
 Jpen461@ecy.wa.gov  
 Administrative Services Director  
 Security Level: Email, Account Authentication (None)

**Signature**

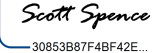
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**Timestamp**

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 Signed: 2/17/2022 10:32:31 AM

**Electronic Record and Signature Disclosure:**  
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Scott Spence  
 sspence@ci.lacey.wa.us  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.232.235.42

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 Signed: 2/21/2022 3:21:16 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/21/2022 3:19:24 PM  
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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

William Hannah  
 whan461@ecy.wa.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/21/2022 3:21:17 PM

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

Carbon Copy Events	Status	Timestamp
Rick Walk Rwalk@ci.lacey.wa.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 2/21/2022 3:21:18 PM
Dave Schneider Dave@laceylawgroup.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/17/2022 4:59:34 PM ID: 7f331819-6d4d-4aa1-ab84-8829a13dd9ee	<b>COPIED</b>	Sent: 2/21/2022 3:21:18 PM
Justin Beltran Jbeltran@ci.lacey.wa.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 2/21/2022 3:21:18 PM
Jimmy Williams Jwilliam@ci.lacey.wa.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 2/21/2022 3:21:19 PM
City Clerk contracts@ci.lacey.wa.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 2/21/2022 3:21:20 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/17/2022 10:12:06 AM
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Signing Complete	Security Checked	2/21/2022 3:21:16 PM
Completed	Security Checked	2/21/2022 3:21:20 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Lacey (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Lacey:**

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 phone call: 360-486-8704

To contact us by email send messages to: [pedmonds@ci.lacey.wa.us](mailto:pedmonds@ci.lacey.wa.us)

### **To advise City of Lacey of your new email address**

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Lacey**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [pedmonds@ci.lacey.wa.us](mailto:pedmonds@ci.lacey.wa.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Lacey**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [pedmonds@ci.lacey.wa.us](mailto:pedmonds@ci.lacey.wa.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Lacey as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Lacey during the course of your relationship with City of Lacey.