

**INTERLOCAL AGREEMENT  
FOR  
JOINT NEGOTIATION WITH WSDOT  
REGARDING  
THE MAINTENANCE OF SR 520 FACILITIES**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into between the Town of Yarrow Point, the Town of Hunts Point, the City of Clyde Hill and the City of Medina, all political subdivisions of the State of Washington, collectively referred to herein as "the Cities", to engage in and provide for the cooperative and joint negotiation of one or more maintenance agreements with the Washington State Department of Transportation ("WSDOT") for the existing SR 520 facilities within the respective boundaries of the Cities and to define the Cities' and WSDOT's respective rights, obligations, costs and liabilities regarding this undertaking.

**WHEREAS**, the Cities share common concerns over the allocation of maintenance responsibilities for WSDOT's SR520 facilities and share common objectives for the outcome of negotiations with WSDOT regarding written agreement(s) concerning the respective responsibilities of the Cities and of WSDOT for the long term maintenance of the SR520 facilities; and

**WHEREAS**, the Cities recognize the benefit of speaking as one voice in negotiations with WSDOT; and

**WHEREAS**, the Cities further desire to jointly share the expense of hiring a professional and skilled negotiator ("professional negotiator" to assist them in their negotiations with WSDOT.

**NOW, THEREFORE,**

**FOR AND IN CONSIDERATION OF** the terms and conditions specified below, the Cities agree as follows:

Section 1. Purpose. The purpose of this Agreement is to memorialize the agreement between the Cities to jointly negotiate with WSDOT over the allocation of responsibilities for maintenance of the SR 520 facilities. A list of the facilities at issue in the negotiations is attached hereto as **Exhibit A**.

Section 2. Joint Committee. The Cities shall each appoint a representative to a Committee that shall determine the Cities' negotiation strategies and positions to be taken in the negotiations with WSDOT. Committee decisions on strategy and positions shall be made by majority vote of the membership of the Committee. The Committee shall determine by consensus or by majority vote its internal operating procedures. No vote on the foregoing matters shall take place without prior timely notice being given to all members of the Committee enabling prior review and consultation with their respective City.

Section 3. Hiring and Financing of Professional Negotiator. The Cities agree to equally share the fees and expenses of an agreed upon law firm and attorney to serve as the professional negotiator to negotiate on behalf of the Cities with WSDOT, to the maximum total amount of Forty Thousand Dollars (\$40,000) (\$10,000 maximum for each of the Cities). Joe Sabey, Mayor of the Town of Hunts Point, is authorized to sign the Engagement Letter on behalf of the Cities following their review and approval thereof. Each of the Cities shall be entitled to review the billings of the professional negotiator as received. Each of the Cities shall promptly pay its one-quarter share unless the Committee decides to delay payment or challenge the billing. The Committee shall determine with the professional negotiator whether the billings are split equally and invoiced separately to each of the Cities or invoiced in some other manner to the Cities.

Section 4. Negotiations with WSDOT. Unless otherwise determined by majority vote of the Committee in conference with the professional negotiator, the professional negotiator shall speak for the Cities in all negotiations with WSDOT. Each of the Cities may have its representative present during negotiations, but not for the purpose of speaking on behalf of the Cities or any one of them unless authorized by majority vote of the Committee. No City shall participate in separate negotiations with WSDOT on the issue of a maintenance agreement for the SR 520 facilities being negotiated by the Committee and its professional negotiator.

The Cities believe there is a mutuality of interest in their common defense in mediation and litigation that may arise out of negotiations with WSDOT relating to the SR520 facilities. In this regard, the Cities wish to continue to pursue their separate but common interests and avoid any suggestion of waiver of privileged communications. Accordingly, it is the Cities' intention and understanding that communications among the Cities, joint interviews of prospective witnesses and other sharing of information, whether written or verbal, are confidential and protected from disclosure to any third party by the clients' attorney-client privilege, the attorneys' work product privileges, and joint defense and common interest privileges. Such communications and/or exchanges of information in connection with the undersigned Cities' common defense efforts is not intended to waive any attorney-client, work product, joint defense, or common interest privileges otherwise available. The Cities consider such mutual sharing and disclosure of matters of common concern essential to the preparation of an effective defense by the clients with respect mediation or litigation, and essential to the effective representation by counsel of their clients. These mutual disclosures and exchanges of information, therefore, are protected by the "joint defense privilege" and "common interest privilege" recognized in cases such as *Sanders v. State*, 169 Wn.2d 827, 240 P.3d 120 (2010) and *In re United Mine Workers of America*, 159 F.R.D. 307 (D.D.C. 1994).

It is also understood and agreed that all memoranda of law, debriefing memoranda, factual summaries, digests, draft pleadings and affidavits, and other written materials which would otherwise be protected from disclosure to third parties on grounds of privilege, and which are or have been exchanged among the Cities or their counsel in connection with the SR520 facilities negotiations with WSDOT will remain confidential

and protected from disclosure to any third party by the attorney-client, attorney work product, joint defense and common interest privileges. None of the documents or other information shared among the Cities and their counsel shall be disclosed to third parties and shall be used only in connection with the defense of the Cities and not for any other purpose without the prior express written consent of the Cities that provided the protected material. Nothing in this Agreement shall obligate any of the Cities or their counsel to disclose or share any information or materials that they determine should not be disclosed, nor prevent any of the Cities from imposing additional conditions under which materials or information may be shared or disclosed. Notwithstanding the foregoing, nothing in this Agreement is intended to impair or limit any other agreement between or among the Cities with respect to access to books or records.

The Cities acknowledge that disclosure of any protected material in violation of this Agreement will cause irreparable harm to the Cities for which there is no adequate remedy at law. Each of the Cities acknowledges that immediate injunctive relief is an appropriate and necessary remedy for any violation or threatened violation of this Agreement.

If any person or entity that is not a party to this Agreement requests or demands, by subpoena or otherwise, any protected material that has been provided to one of the Cities by another of the Cities, the City that has received the request shall immediately notify the supplying City. Each City shall take all reasonable steps necessary to preserve all applicable rights and privileges with respect to such protected material and shall cooperate fully with the other Cities in any proceeding relating to the disclosure of such protected materials. This Agreement shall continue in effect notwithstanding any conclusion or resolution as to any City. The Cities understand and agree that they will continue to be bound by this Agreement following any such conclusion or resolution.

Any waiver in any particular instance of the rights and limitations contained herein shall not be deemed, and is not intended to be, a general waiver of any rights or limitations contained herein and shall not operate as a waiver beyond the particular instance. All Cities will exercise their utmost good faith and diligence, and cooperate with each other, in carrying out the provisions of this Agreement.

Section 5. Duration. This Agreement when executed by all Parties shall be effective for the duration of the negotiations with WSDOT or the exhaustion of the \$40,000 maximum financial commitment, whichever event is the earliest to occur, unless earlier terminated as provided for herein.

Section 6. Early Termination or Withdrawal. This Agreement may be earlier terminated by unanimous vote of the Committee representatives at any time. However, each member city or town retains the right to unilaterally withdraw from this Agreement at any time, provided that the withdrawing city or town shall pay its one-quarter share of any legal fees and expenses incurred and invoiced under this Agreement prior to its withdrawal.

Section 7. Ownership of Property. The Committee shall acquire no assets or property.

Section 8. Waiver. Waiver by any Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Cities concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise. No modification or amendment of this Agreement shall be valid or effective unless evidenced by a writing signed by the participating Cities.

Section 10. Signatures. This Agreement may be signed by separate signature pages for each signor and by scanned signature attached hereto and together shall comprise one and the same Agreement.

Section 11. Filing. A copy of this Agreement shall be filed with the Office of the King County Records and Elections [and]or shall be posted on the Cities' websites in accordance with RCW 39.34.040.

**IN WITNESS WHEREOF**, the Cities have executed this Agreement on this 12th day of June 2024.

**CITY OF CLYDE HILL**

By: Steve Friedman  
Steve Friedman, Mayor

**CITY OF CLYDE HILL CONTACT**

Dean Rohla, City Administrator  
9605 NE 24<sup>th</sup> Street  
Clyde Hill, WA 98004  
T: 425.453.7800  
F: 425.462.1936

**ATTEST/AUTHENTICATED**

By: Dean Rohla  
Dean Rohla, City Clerk  
City of Clyde Hill

**APPROVED AS TO FORM**

By: Tom Brubaker  
Tom Brubaker, City Attorney  
City of Clyde Hill

**CITY OF MEDINA**

By: Stephen R. Burns  
Stephen R. Burns, City Manager

**CITY OF MEDINA CONTACT**

Stephen R. Burns, City Manager  
501 Evergreen Point Road, PO Box 144  
Medina, WA 98039  
T: 425.233.6400  
F: 425.451.8197

**ATTEST/AUTHENTICATED**

By: Aimee Kellerman  
Aimee Kellerman, CMC, City Clerk  
City of Medina

**APPROVED AS TO FORM**

By: Jennifer S. Robertson  
Jennifer S. Robertson, City Attorney  
City of Medina

**TOWN OF HUNTS POINT**

By: Joseph Sabey  
Joe Sabey, Mayor

**TOWN OF HUNTS POINT CONTACT**

Sue Ann Spens, Clerk/Treasurer  
3000 Hunts Point Road  
Hunts Point, WA 98004  
(425)455-1834

**ATTEST/AUTHENTICATED**

By: Sue Ann Spens  
Sue Ann Spens, Clerk/Treasurer  
Town of Hunts Point

**APPROVED AS TO FORM**

By: David Linehan  
David Linehan, Town Attorney

**TOWN OF YARROW POINT**

By: Katy Harris  
Katy Harris, Mayor

**TOWN OF YARROW POINT CONTACT**

Katy Harris, Mayor  
4030 95<sup>th</sup> Ave NE  
Yarrow Point, WA 98004  
(425)786-6099

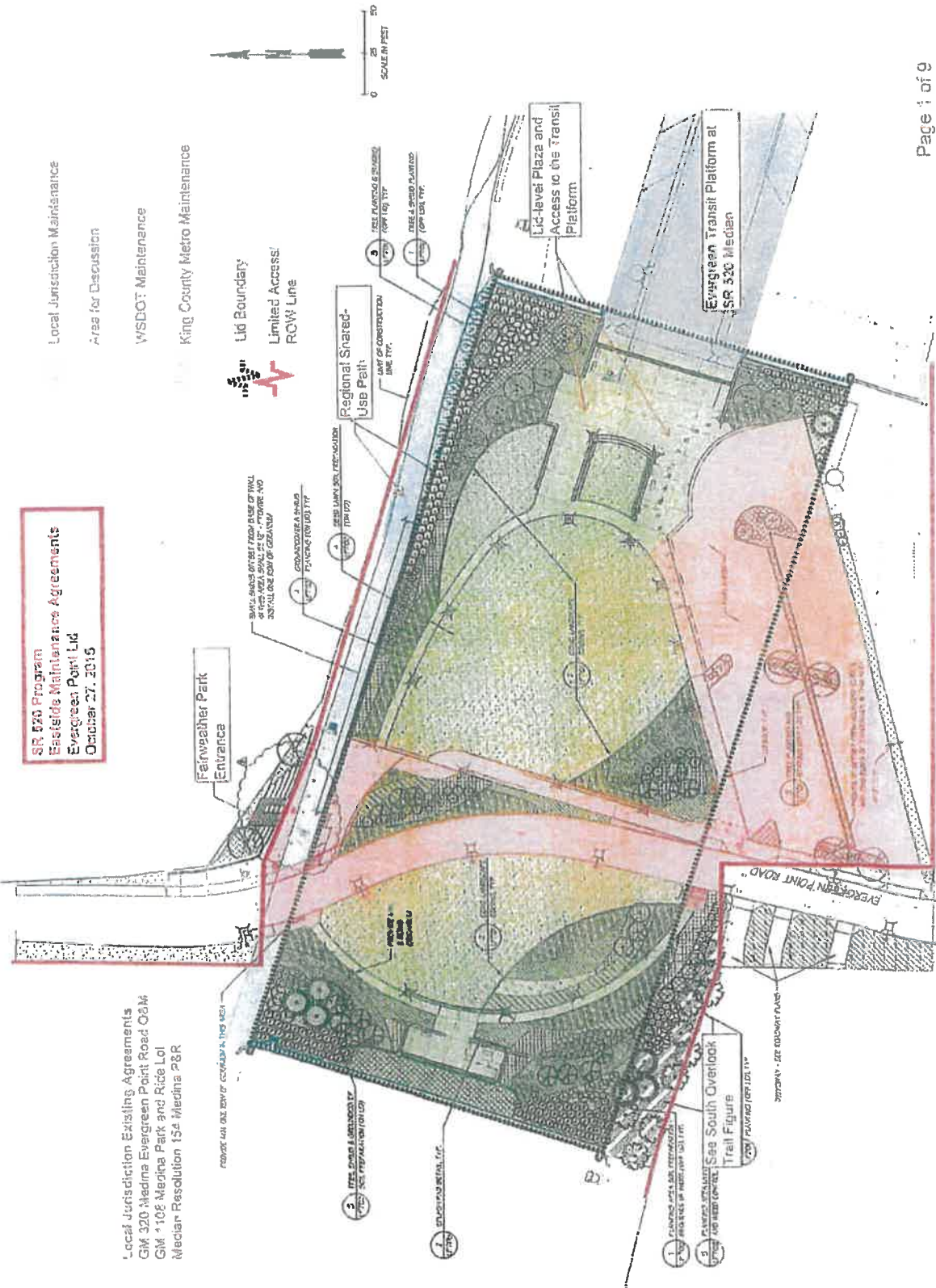
**ATTEST/AUTHENTICATED**

By: Bonnie Ritter  
Bonnie Ritter, City Clerk  
Town of Yarrow Point

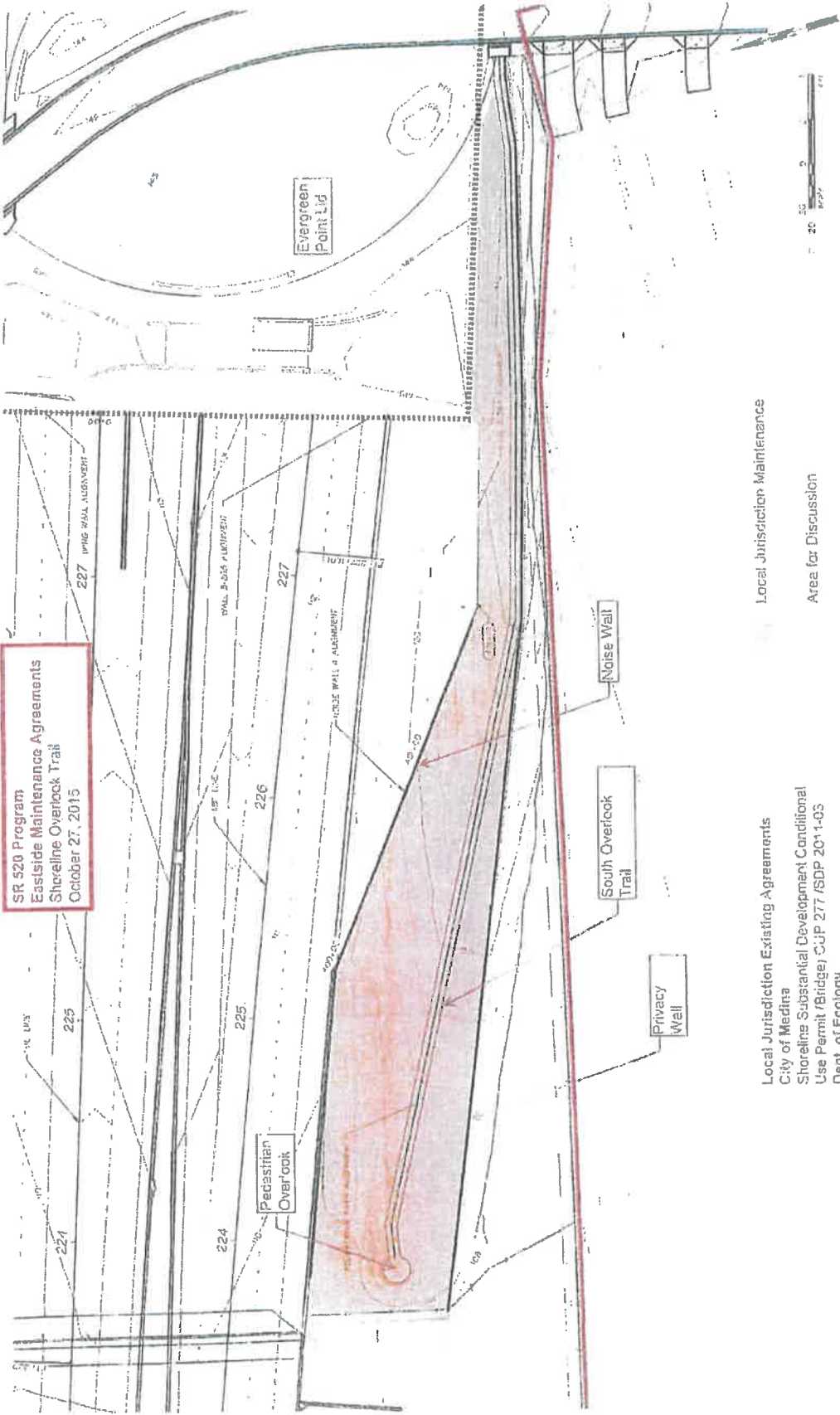
**APPROVED AS TO FORM**

By: Emily Romanenko  
Emily Romanenko, City Attorney

Exhibit A







SR 520 Program  
Eastside Maintenance Agreements  
Shoreline Overlook Trail  
October 27, 2015

Pedestrian  
Overlook

Privacy  
Wall

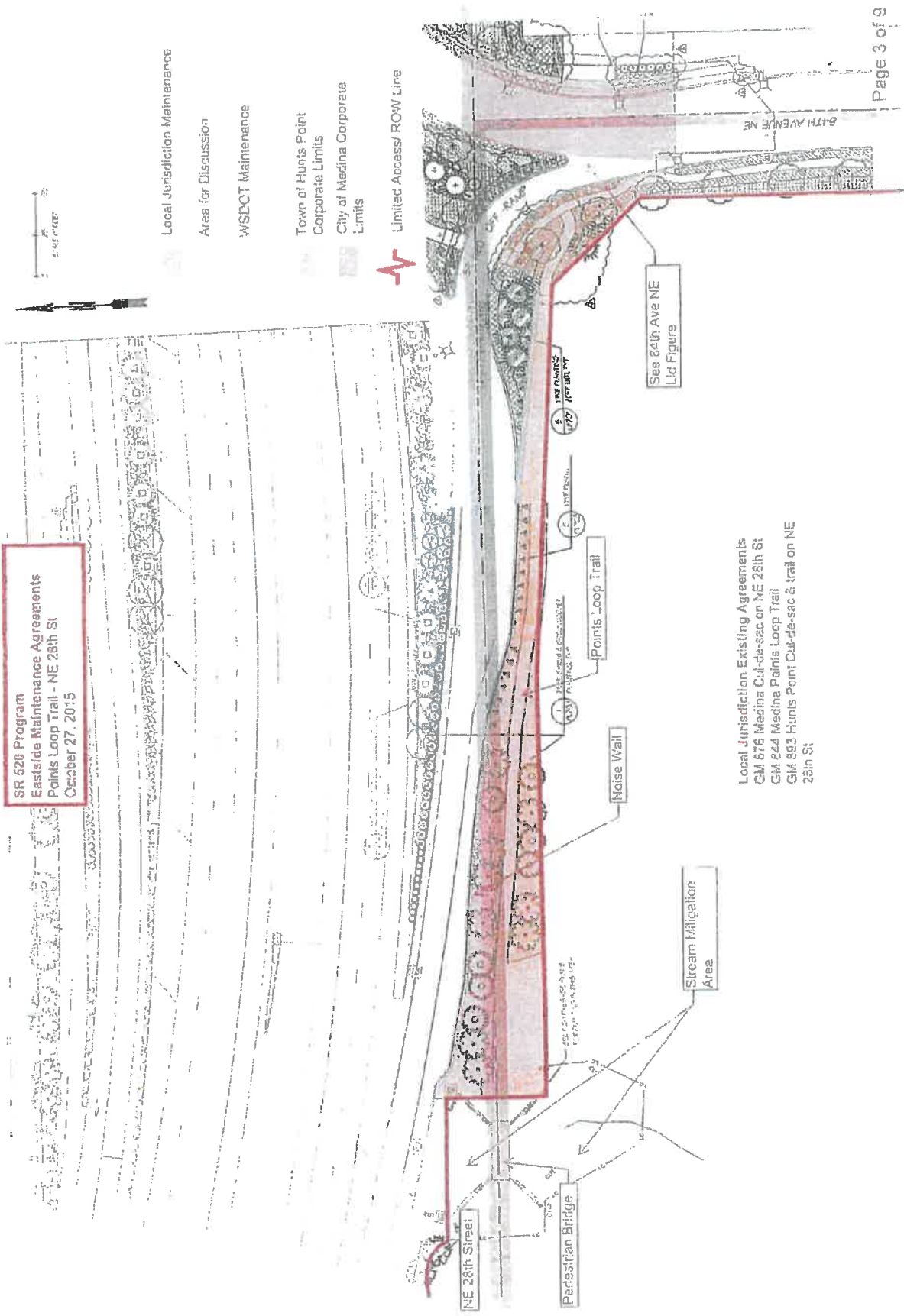
South Overlook  
Trail

Noise Wall

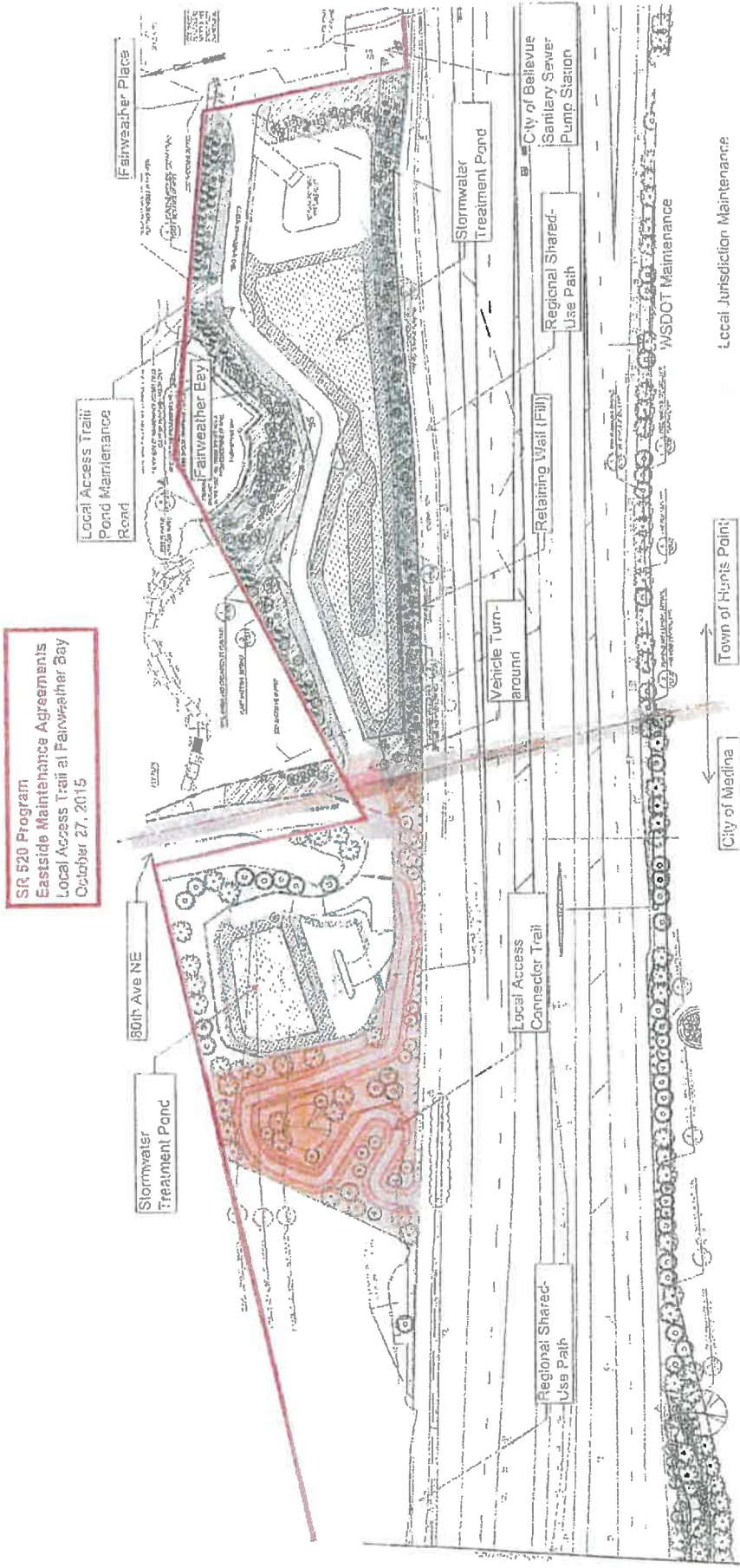
Evergreen  
Point Lid

- Local Jurisdiction Existing Agreements
- City of Medina
- Shoreline Substantial Development Conditional Use Permit (Bridge) CUP 277 /SDP 2011-03
- Dept. of Ecology
- Shoreline Conditional Use Permit CUP 295
- Local Jurisdiction Maintenance
- Area for Discussion
- WSDOT Maintenance
- Limited Access/ ROW Line
- Lid Boundary









**Local Jurisdiction Existing Agreements**

- GM 842 Medina Points Loop Trail
- GM 993 Hunts Point Cut-de-sac & trail on NE 28th St
- GM 847 Hunts Point Pedestrian and Bicycle Trail (including Amendment 1)
- Vehicle Turnaround - City Streets as Part of Highways 421 & 422
- WSDOT proposed to Bellevue a simple "Maintenance Access Letter of Understanding"

**Area for Discussion**

- Town of Hunts Point Corporate Limits
- City of Medina Corporate Limits
- Unilateral Access ROW Line



SR 520 Program  
Basinwide Maintenance Agreements  
Points Loop Trail  
84th Ave NE to Wetherill Nature Preserve  
October 27, 2015

Local Jurisdiction Maintenance

WSDOT Maintenance

Town of Yarrow Point  
Corporate Limits

Town of Hunts Point  
Corporate Limits

Limited Access ROW Line



Wetherill Nature Preserve

Points Loop Trail

Drainage Easement

Hunts Point Park

Regional Shared-Use Path

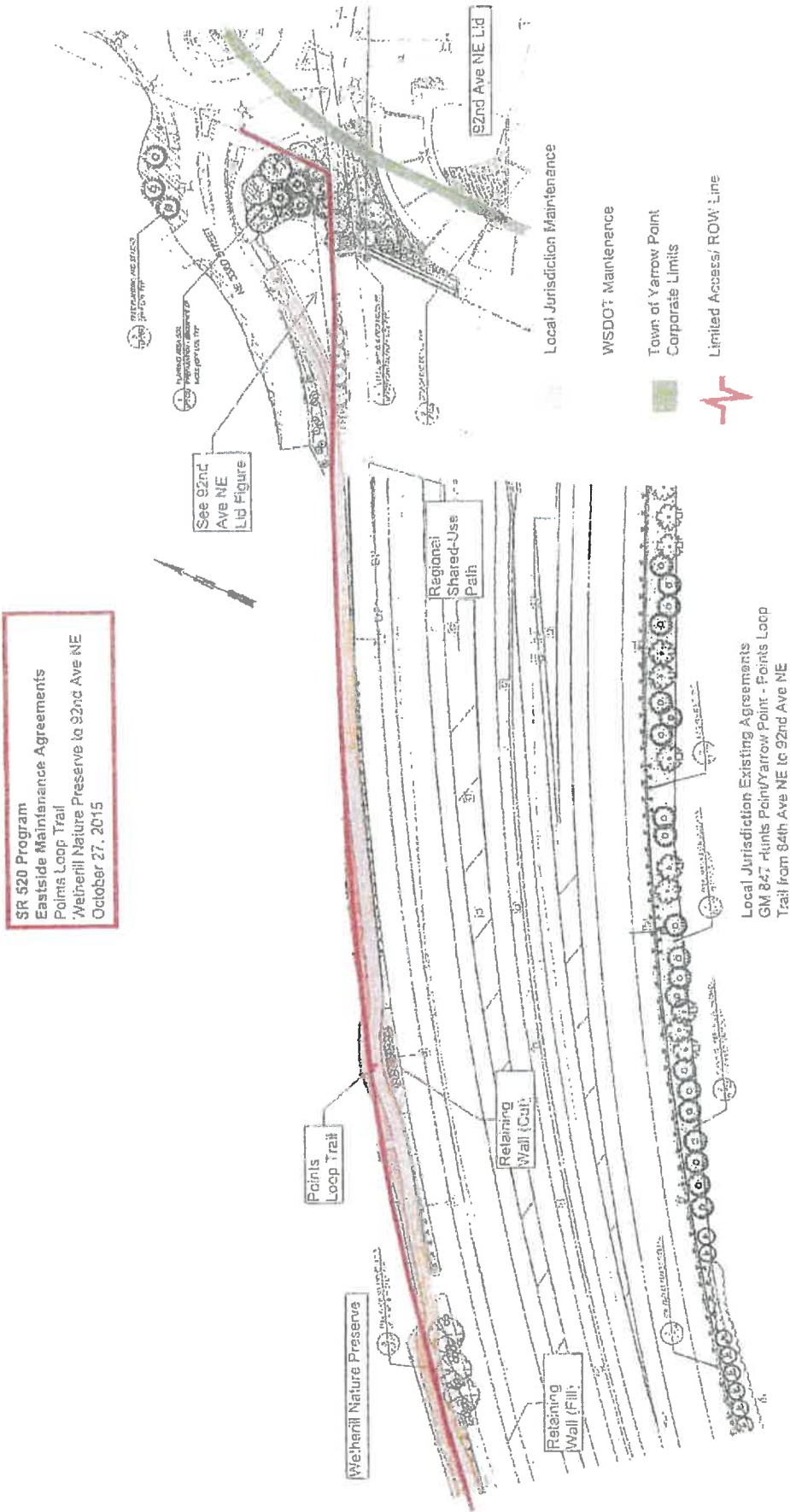
Retaining Wall (Fill)

Town of Yarrow Point

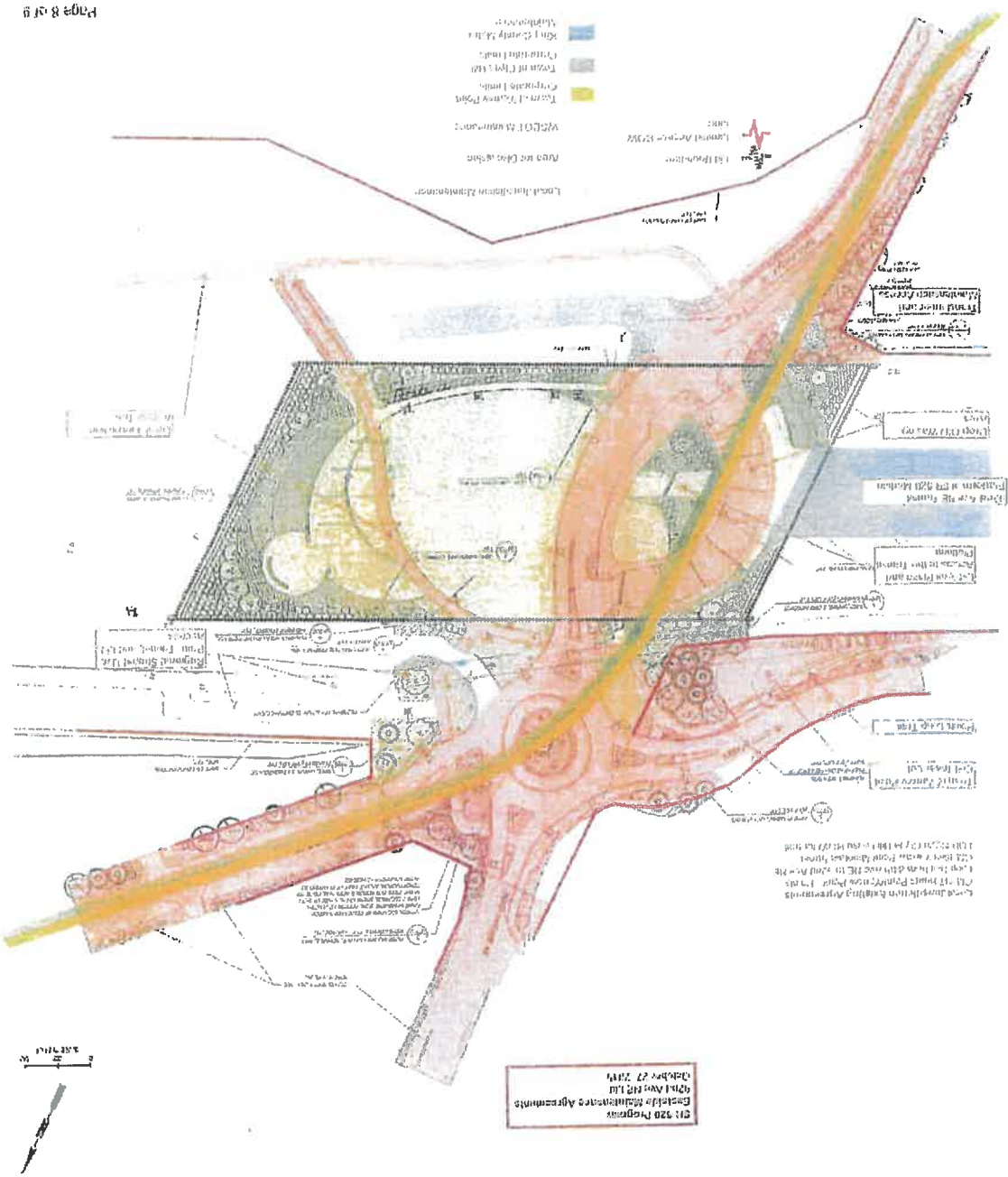
Town of Hunts Point

Retaining Wall (Fill)

Local Jurisdiction Existing Agreements  
GM 647 Hunts Point/Yarrow Point - Points Loop  
Trail from 84th Ave NE to 92nd Ave NE

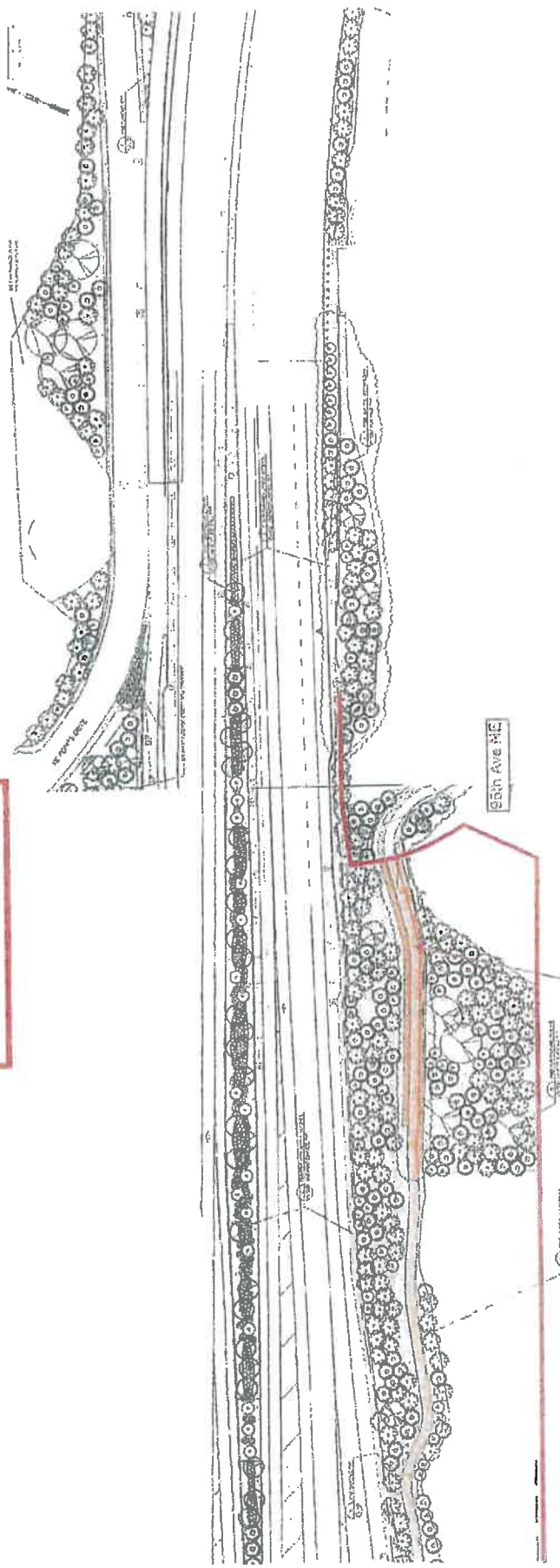








SR 520 Program  
Eastside Maintenance Agreements  
Local Jurisdiction Access Trail  
October 27, 2015



Town of Clyde Hill  
Access Trail

SR 520 Ave NE

Local Jurisdiction Existing Agreements  
LOU #2220 Clyde Hill - Lease right of way for trail

WSDOT Maintenance

Local Jurisdiction Maintenance

Limited Access/ ROW Line

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR  
JOINT NEGOTIATION WITH WSDOT  
REGARDING  
THE MAINTENANCE OF SR 520 FACILITIES**

**THIS FIRST AMENDMENT** to the Interlocal Agreement (“First Amendment” or “Amendment”), dated as of the later of the signature dates below (the “Effective Date”), is by and between the City of Medina, the Town of Yarrow Point, the Town of Hunts Point, and the City of Clyde Hill, all of which are Washington municipal corporations (individually a “Party” and collectively the “Parties”).

**RECITALS:**

**WHEREAS**, the Parties entered into an Interlocal Agreement on June 12, 2024 (hereinafter “Agreement”) for purposes of hiring joint legal counsel for negotiation with WSDOT regarding the maintenance of SR 520 facilities; and

**WHEREAS**, since that time the Parties have determined that an amendment is needed to increase the budget set forth in Section 3 of the Agreement; and

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

**AGREEMENT:**

1. **Amendment to Section 3.** Section 3 is hereby amended in the Agreement to read as follows:

Section 3. Hiring and Financing of Professional Negotiator. The Cities agree to equally share the fees and expenses of an agreed upon law firm and attorney to serve as the professional negotiator to negotiate on behalf of the Cities with WSDOT, to the maximum total amount of Eighty Thousand Dollars (\$80,000) (\$20,000 maximum for each of the Cities). Joe Sabey, Mayor of the Town of Hunts Point, is authorized to sign a revised Engagement Letter, if required, on behalf of the Cities following their review and approval thereof. Each of the Cities shall be entitled to review the billings of the professional negotiator as received. Each of the Cities shall promptly pay its one-quarter share unless the Committee decides to delay payment or challenge the billing. The Committee shall determine with the professional negotiator whether the billings are split equally and invoiced separately to each of the Cities or invoiced in some other manner to the Cities.

2. **Reaffirmation; Intention to be Bound.** Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and

accurate as of the Effective Date. The Parties executing this First Amendment on behalf of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.

- 3. Recitals; Capitalized Terms.** The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement or as set forth in the Amendment.

**IN WITNESS WHEREOF**, the Parties have caused their properly authorized representatives to execute this First Amendment on this 12<sup>th</sup> day of June 2024.

**CITY OF CLYDE HILL**

By: Steve Friedman  
Steve Friedman, Mayor

**CITY OF CLYDE HILL CONTACT**

Dean Rohla, City Administrator  
9605 NE 24<sup>th</sup> Street  
Clyde Hill, WA 98004  
T: 425.453.7800  
F: 425.462.1936

**ATTEST/AUTHENTICATED**

By: Dean Rohla  
Dean Rohla, City Clerk  
City of Clyde Hill

**APPROVED AS TO FORM**

By: Tom Brubaker  
Tom Brubaker, City Attorney  
City of Clyde Hill

**CITY OF MEDINA**

By: Stephen R. Burns  
Stephen R. Burns, City Manager

**CITY OF MEDINA CONTACT**

Stephen R. Burns, City Manager  
501 Evergreen Point Road, PO Box 144  
Medina, WA 98039  
T: 425.233.6400  
F: 425.451.8197

**ATTEST/AUTHENTICATED**

By: Aimee Kellerman  
Aimee Kellerman, CMC, City Clerk  
City of Medina

**APPROVED AS TO FORM**

By: Jennifer S. Robertson  
Jennifer S. Robertson, City Attorney  
City of Medina

**TOWN OF HUNTS POINT**

By: Joseph Sabey  
Joe Sabey, Mayor

**TOWN OF HUNTS POINT CONTACT**

Sue Ann Spens, Clerk/Treasurer  
3000 Hunts Point Road  
Hunts Point, WA 98004  
(425)4 55-1834

**ATTEST/AUTHENTICATED**

By: Sue Ann Spens  
Sue Ann Spens, Clerk/Treasurer  
Town of Hunts Point

**APPROVED AS TO FORM**

By: David Linehan  
David Linehan, Town Attorney

**TOWN OF YARROW POINT**

By: Katy Harris  
Katy Harris, Mayor

**TOWN OF YARROW POINT CONTACT**

Katy Harris, Mayor  
4030 95<sup>th</sup> Ave NE  
Yarrow Point, WA 98004  
(425) 786-6099

**ATTEST/AUTHENTICATED**

By: Bonnie Ritter  
Bonnie Ritter, City Clerk  
Town of Yarrow Point

**APPROVED AS TO FORM**

By: Emily Romanenko  
Emily Romanenko, City Attorney

**Certificate Of Completion**

Envelope Id: AA9B6867C08743859094C82E3D3603E1

Status: Completed

Subject: Complete with DocuSign: ILA and First Amendment - WSDOT Negotiations

Source Envelope:

Document Pages: 17

Signatures: 24

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Aimee Kellerman

501 Evergreen Road

Medina, WA 98039

akellerman@medina-wa.gov

IP Address: 146.129.245.86

**Record Tracking**

Status: Original

6/12/2024 2:34:40 PM

Holder: Aimee Kellerman

akellerman@medina-wa.gov

Location: DocuSign

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

Steve Friedman

mayor@clydehill.org

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(None)

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Dean Rohla

dean@clydehill.org

Security Level: Email, Account Authentication  
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Tom Brubaker

Tom@lighthouselawgroup.com

Security Level: Email, Account Authentication  
(None)

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Stephen R. Burns

sburns@medina-wa.gov

City Manager

Security Level: Email, Account Authentication  
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Signed using mobile



**Electronic Record and Signature Disclosure:**

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Jennifer S. Robertson jrobertson@insleebest.com Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 209.63.25.21	Sent: 6/14/2024 12:43:37 PM Viewed: 6/14/2024 12:45:54 PM Signed: 6/14/2024 1:16:37 PM
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David Linehan david@madronalaw.com Interim City Attorney Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 76.147.168.237	Sent: 6/18/2024 3:53:28 PM Resent: 6/20/2024 7:52:43 AM Viewed: 6/20/2024 10:38:26 AM Signed: 6/20/2024 10:47:52 AM
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Katy Harris mayor@yarrowpointwa.gov Mayor Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 174.194.135.158 Signed using mobile	Sent: 6/20/2024 10:47:55 AM Resent: 6/21/2024 1:09:30 PM Viewed: 6/22/2024 5:10:16 PM Signed: 6/22/2024 5:12:22 PM
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Emily Romanenko eromanenko@omwlaw.com Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 20.237.240.94	Sent: 6/24/2024 8:25:44 AM Viewed: 6/24/2024 9:04:22 AM Signed: 6/24/2024 9:05:04 AM
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Notary Events	Signature	Timestamp
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Completed	Security Checked	6/24/2024 9:05:04 AM
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Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Medina (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 Medina:**

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: [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.gov)

### **To advise City of Medina 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 [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.gov) 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 Medina**

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 [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.gov) 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 Medina**

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 [akellerman@medina-wa.gov](mailto:akellerman@medina-wa.gov) 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 Medina 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 Medina during the course of your relationship with City of Medina.