



## Spokane Park Board Riverfront Park Committee

4pm p.m. Monday, September 11, 2023  
Pavilion Conference Room/WebEx virtual meeting  
Dial in: 408-418-9388  
Access code: 2493 477 4945  
Jonathan Moog – Riverfront Park Director

### Committee members:

Gerry Sperling – Chair  
Kevin Brownlee  
Hannah Kitz

The Riverfront Park Committee meeting will be held in-person at the Pavilion Conference Room and virtually via WebEx at 4 p.m. on Monday, September 11. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code 2493 477 4945, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than noon on September 11 by email to: [spokaneparks@spokanecity.org](mailto:spokaneparks@spokanecity.org) or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

## Agenda

### Call to order

### Public comment

### Action items

- A. [Garco Construction, Inc., Change Order #2 / Riverfront Park South Suspension Bridge Renovation Construction \(\\$164,565.06 plus applicable taxes\)](#) – Berry Ellison
- B. [Wesslen Construction Change Order #3 / Riverfront Lilac Butterfly Fabrication and Installation \(\\$1,751.50, plus applicable taxes\)](#) – Berry Ellison
- C. [Resolution regarding the Riverfront Park Dog Park Location, Project Priority, and associated funding / Riverfront Park \(no cost\)](#) – Nick Hamad
- D. [Personal Service Agreement with Park Mobile as Mobile Parking Payment System\(s\) Integrator](#) – Jonathan Moog
- E. [Interdepartment Agreement for Maintenance of CSO 26 Plaza and Monroe Street Bridge](#) – Jonathan Moog

### Discussion items

- A. 2024 Budget Priorities – Jonathan Moog
- B. Stepwell Maintenance and Repair – Jonathan Moog and Berry Ellison

**Information items**

- A. Park Ranger 24-hour Service – Jacob Vandenberg

**Standing Report items**

- A. August 2023 Operations Report – Jonathan Moog

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlovmaster@spokanecity.org](mailto:mlovmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO. 02**

NAME OF CONTRACTOR: Garco Construction, Inc

PROJECT TITLE: Riverfront Park South Suspension Bridge Renovation

CITY CLERK CONTRACT NUMBER: 2023-0446

DESCRIPTION OF CHANGE:	AMOUNT:
Item #1: COR-003 - Type 4 Repair Changes (plus \$148.50 material tax)	\$ 1,879.50
Item #2: COR-004 - Add Nelson Studs (plus \$52.44 material tax)	\$ 2,153.56
Item #3: COR-005 - Corbel Replacement (plus \$2,912.09 material tax)	\$ 151,748.91
Item #4: COR-006 - Pack Rust Removal (plus \$55.95 material tax)	\$ 3,933.05
<b>TOTAL AMOUNT: \$159,715.02</b>	

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 2,099,949.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 25,501.00
CURRENT CONTRACT AMOUNT	\$ 2,125,450.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$159,715.02
<b>REVISED CONTRACT SUM</b>	<b>\$ 2,285,165.02</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	01/22/2024
CURRENT COMPLETION DATE	01/22/2024
<b>REVISED COMPLETION DATE</b>	N/A

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

Approved as to form: \_\_\_\_\_ Assistant City Attorney





# INVOICE

# 1026

**AXIS MFG**  
6010 E ALKI STE 1  
SPOKANE VALLEY, WA. 99212  
509.368.9895  
justin@axismfgcnc.com

Bill To:  
**Garco Construction**  
4114 East Broadway  
Spokane, WA. 99202  
509-535-4688  
509-934-6023  
scottk@garco.com  
kaylaer@garco.com

Ship To:  
**Garco Construction**  
4114 East Broadway  
Spokane, WA. 99202  
509-535-4688  
509-934-6023  
scottk@garco.com  
kaylaer@garco.com

Date: Aug 7, 2023  
Payment Terms: DUE ON RECEIPT  
Due Date: DUE ON RECEIPT  
PO Number: GAR-001

**Balance Due: \$1,650.00**

Item	Quantity	Rate	Amount
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Hanger Anchor Block w/Overtime and Clean up	30	\$55.00	\$1,650.00
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Subtotal: \$1,650.00  
Tax (0%): \$0.00  
Total: \$1,650.00

Terms:  
Payments received after 5 business days are subject to 5% late fee.  
Please make all checks payable to AXIS MFG.  
Thank you for your Business.









<b>Report Selections:</b>	<b>Job:</b> 231300	<b>Job Status:</b> Active
	<b>Phase:</b> 9010501600	<b>Phase Status:</b> Active, Inactive, Complete
	<b>Cost Type:</b> ALL	<b>Division:</b> ALL
	<b>Tran. Type:</b> AP, EQ, GL, IC, JC, PR, OH	<b>Customer:</b> ALL
	<b>Vendor:</b> ALL	<b>Draw Appl. #:</b> ALL
	<b>Employee:</b> ALL	<b>A/P Contract Labor Hours?</b> No
	<b>Inv. Item:</b> ALL	<b>Master Job?</b> No
	<b>Cost Group:</b> ALL	

**GARCO CONSTRUCTION INC**  
**Job Cost History Report From Inception To 08/29/23**  
**Including P.O. Receipts and Payroll in Progress**

UnPosted?

Unit of Measure

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
<b>Job: 231300 RIVERFRONT S SUSPENSION</b>							
<b>Phase: 901-05016-00 PACK RUST REPAIR Cost Type: L Labor</b>							
07/22/23	PR	BURKOB	KOBE J BURLAND	Check# F08518	10.00		247.70
07/22/23	PR	BURDEN - PR	PAYROLL BURDEN				169.00
07/29/23	PR	CASADA	ADAM J CASTLE	Check# F08841	4.00		177.24
07/29/23	PR	SCHJEF	JEFFERY S SCHROEDER	Check# F08989	5.00		162.10
07/29/23	PR	SELJAC	JACOB R SELLERS	Check# F08992	8.00		275.36
07/29/23	PR	BURDEN - PR	PAYROLL BURDEN				394.61
08/05/23	PR	CASADA	ADAM J CASTLE	Check# F09071	2.00		88.62
08/05/23	PR	MCGKIM	KIMBERLY M MCGRAW	Check# F09176	7.00		192.92
08/05/23	PR	SCHJEF	JEFFERY S SCHROEDER	Check# F09228	10.00		324.20
08/05/23	PR	BURDEN - PR	PAYROLL BURDEN				429.75
<b>Subtotal for Phase: 901-05016-00 PACK RUST REPAIR Cost Type: L Labor</b>					<b>46.00</b>	<b>0.00</b>	<b>2,461.50</b>
<b>Phase: 901-05016-00 PACK RUST REPAIR Cost Type: M Material</b>							
07/17/23	AP	<a href="#">SHRWNS</a>	SHERWIN WILLIAMS	Invoice 1099-9 dated 7/12/23			314.47
07/31/23	AP	<a href="#">EDGCON</a>	EDGE CONSTRUCTION SUPPLY	Invoice F17479 dated 7/19/23			50.00
07/31/23	AP	<a href="#">EDGCON</a>	EDGE CONSTRUCTION SUPPLY	Invoice F17479 dated 7/19/23			600.51
07/31/23	AP	<a href="#">EDGCON</a>	EDGE CONSTRUCTION SUPPLY	Invoice F19798 dated 7/26/23			116.88
07/31/23	AP	<a href="#">SHRWNS</a>	SHERWIN WILLIAMS	Invoice 5619-5 dated 7/31/23			110.30
<b>Subtotal for Phase: 901-05016-00 PACK RUST REPAIR Cost Type: M Material</b>					<b>0.00</b>	<b>0.00</b>	<b>1,192.16</b>
<b>Phase: 901-05016-00 PACK RUST REPAIR Cost Type: O Other</b>							
07/31/23	AP	<a href="#">EDGCON</a>	EDGE CONSTRUCTION SUPPLY	Invoice F17479 dated 7/19/23			30.00
<b>Subtotal for Phase: 901-05016-00 PACK RUST REPAIR Cost Type: O Other</b>					<b>0.00</b>	<b>0.00</b>	<b>30.00</b>

COR-09 Cost - Drill/Epoxy Vault rebar

**GARCO CONSTRUCTION INC**  
**Job Cost History Report From Inception To 08/29/23**  
**Including P.O. Receipts and Payroll in Progress**

UnPosted?

Unit of Measure

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
<b>Job 231300 Recap</b>					<b>46.00</b>	<b>0.00</b>	<del><b>3,683.66</b></del>
<b>Total for Job: 231300 RIVERFRONT S SUSPENSION</b>							<b>3083.15</b>

<i>Hours</i> Amount	Labor	Material	Other	Total
901-05016-00 PACK RUST REPAIR	<b>46.00</b>	<b>0.00</b>	<b>0.00</b>	<b>46.00</b>
	<b>2,461.50</b>	<b>1,192.16</b>	<b>30.00</b>	<b>3,683.66</b>
<b>Total</b>	<b>46.00</b>	<b>0.00</b>	<b>0.00</b>	<b>46.00</b>
	<b>2,461.50</b>	<b>1,192.16</b>	<b>30.00</b>	<b>3,683.66</b>





**WESSLEN**  
CONSTRUCTION

**Change Proposal**

Change Proposal # 2 Date: 8/8/2023

To:

Berry Ellison

For Project:

Riverfront Lilac Butterfly

Description of Work:

GuildWorks Request a design change to rounded wings because of the wear and tear on the fabric. Attached is the quote for adding domes to the end of the wing tips.

<u>Item Description</u>	<u>Amount</u>
Domes for Wing tips. -Hydrafab	1,412.50

**Sub Total: \$ 1,412.50**

*Jerry Wesslen*

8/8/2023

Signature

Date

Jerry Wesslen, President

Printed Name & Title

Overhead 16% \$ 226.00

Profit 6% \$ 84.75

Bond 2% \$ 28.25

Accepted by:

Sub Total \$ 1,751.50

Signature

Date

WSST: 9% \$ 157.64

Printed Name & Title

**Grand Total: \$ 1,909.14**



**HYDRAFAB**  
NORTHWEST INC.

Hydrafab Northwest Inc  
3808 N. Sullivan Rd  
Building 15, Ste Z  
Spokane Valley, WA 99216  
United States

Ph: 509-535-0075

Fax: 509-535-3364

**Quote**

ID: 224635

Date: 04-Aug-23

**To**

Wesslen Construction  
5308 E Cataldo Ave  
Spokane Valley, WA 99212  
United States

Ph: 509-534-4346

**Quote To**

Michael Dewey  
Wesslen Construction  
5308 E Cataldo Ave  
Spokane Valley, WA 99212  
United States

Ph: 509-540-8459

Terms		Ship Via		Salesperson
Net 30 Days				DS0520
Quantity	Description	Unit Price	Amount	
	Reference: BFLY END CAPS			
	Line: 001 Part: Hemispherical End Caps 1 ea	Expiration Date: 25-Aug-23 Rev:	\$1,412.50	\$1,412.50
	* 5" x 1/8" Hemespherical Caps Wagner B4160 * ***PLEASE INCLUDE OUR QUOTE NUMBER ON YOUR WORK REQUEST OR P.O. AND SEND ALL ORDERS TO SALES@HYDRAFABNW.COM***  Quote Valid For 15 Days From Date Of Issue.  Material Price Increases Applicable at Time of Order.  Sales Tax Not Included in Quoted Dollar Total.  Payment due upon completion unless credit terms are established.  Credit Terms: FOB Hydrafab NW Inc. unless otherwise noted.  THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR BUSINESS!	Total:	\$1,412.50	

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park Committee	<b>Committee meeting date:</b> Sept. 12, 2023
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action	
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other	
<b>City Clerks file</b> (OPR or policy #)		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal B, Obj. 1, (dog park)	<b>Master Plan Priority Tier:</b> Second Tier (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	Resolution regarding the Riverfront Park Dog Park Location, Project Priority, and associated funding / Riverfront Park (no cost)	
<b>Begin/end dates</b>	Begins: 09/14/2023	Ends: <input type="checkbox"/> 06/01/2525
<b>Background/history:</b> This resolution: <ul style="list-style-type: none"> <li>-Designates the Riverfront Park Dog Park as the highest priority project remaining from the RFP Capital Campaign.</li> <li>-Selects an alternative site just east of the forestry shelter to host the dog park.</li> <li>-Officially removes the south butterfly from the RFP capital campaign.</li> <li>-Allocates up to \$500,000 of RFP capital campaign funds to the RFP Dog Park, creating a total project budget of \$750k.</li> <li>-Resolves to complete &amp; open the dog park to the public in 2024.</li> </ul>		
<b>Motion wording:</b> Motion to approve resolution regarding the Riverfront Park Dog Park location, project priority, and associated funding (no cost)		
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: N/A Name: Kim Reasoner-Morin    Email address: kim@spokanehumanesociety.org    Phone: 509.467.5235		
<b>Distribution:</b> Parks – Accounting    kim@spokanehumanesociety.org Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:		
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: N/A    Budget code: N/A		
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI:    Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

CITY OF SPOKANE PARK BOARD

RESOLUTION

A RESOLUTION REGARDING THE RIVERFRONT PARK DOG PARK LOCATION,  
PROJECT PRIORITY, AND ASSOCIATED FUNDING

WHEREAS, under the City Charter, the Spokane Park Board has exclusive jurisdiction and control over city park land and facilities located within and outside the City of Spokane, and

WHEREAS, the City sold \$64.3 million of bonds to support redevelopment of Riverfront Park in Spokane, Washington in 2015; and

WHEREAS in November 2017 the Park Board and Spokane Parks Foundation entered an agreement (OPR 2017-0872) to raise funds to help support the redevelopment of Riverfront Park, titled the 'Riverfront Park Capital Campaign'; and

WHEREAS in March 2018 the Park Board approved the 'project list' (OPR 2018-0242) for use by the Spokane Parks Foundation on the Riverfront Park Capital Campaign; and

WHEREAS, the approved project list outlined (5) 'Tier One' projects, which included an inclusive playground, interpretive signage, a south butterfly, the forestry shelter and adjacent dog park, and (2) picnic shelter renovations; and

WHEREAS, the 'forestry shelter and adjacent dog park' project is the only campaign project active being pursued as the inclusive playground and interpretive signage projects have been substantially completed, funds for the south butterfly have not been secured, and the (2) picnic shelters have been removed from this list; and

WHEREAS, in December of 2021 the Spokane Humane Society donated \$250,000 to the Spokane Parks Foundation for the construction of the Riverfront Dog Park; and

WHEREAS, shortly after the dog park donation, the Park Board at its sole expense and not utilizing donated funds retained a consultant to design a dog park at the forestry shelter location; and

WHEREAS, upon detailed design and analysis of the forestry shelter location, it was determined that due to the site's steep topography and the need to significantly repair the forestry shelter, a dog park beneath the forestry shelter is both geographically impractical and significantly more costly than nearby alternative locations within Riverfront Park; and

WHEREAS, upon learning the challenges & high costs associated with the forestry shelter dog park location, the Park Board at its sole expense and not utilizing donated funds



retained a consultant to study an alternative location immediately east of the initial location for suitability as a dog park; and

WHEREAS, this alternative site is directly adjacent the forestry shelter, is larger, flatter, significantly less expensive to develop as a dog park as it does not require building repairs; and

WHEREAS, the Park Board desires to improve the alternative site to become the new dog park; and

WHEREAS, in order to expedite the completion of the dog park, the Park Board desires to allocate all additional funding required to implement the project on the alternative site by amending its Riverfront Park Capital Campaign contract with the Spokane Parks Foundation to remove the south butterfly from the list and allocate campaign unrestricted reserves to the dog park project; and

WHEREAS, the Park Board desires park staff and their agents complete the dog park design by Spring of 2024 and open the newly constructed facility to the public before the end of 2024; and

NOW, THEREFORE,

The City of Spokane Park Board hereby resolves:

1. To designate the Riverfront Park Dog Park (Paw Park) as the highest priority project of the Riverfront Park Capital Campaign.
2. The Riverfront Park Dog Park (Paw Park) shall be sited on the alternative site adjacent the forestry shelter as depicted in the attached exhibit.
3. The South Butterfly project shall be officially removed from the Riverfront Park Capital Campaign approved project list and any funds associated with this project shall be allocated to campaign unrestricted reserves.
4. Up to \$500,000 of Riverfront Park Capital Campaign funds shall be allocated to the Riverfront Park Dog Park (Paw Park) from campaign unrestricted reserves, creating a total project budget of up to \$750,000.
5. The Park Director or designee shall ensure the Riverfront Park Dog Park (Paw Park) is completed and open to the public in 2024.
6. The Park Director or designee shall amend the Riverfront Park Capital Campaign agreement with the Spokane Parks Foundation as required to reallocate unused funds from the South Butterfly project, the interpretive signage project after its final completion, and Riverfront Park Capital Campaign unrestricted reserves to the Riverfront Park Dog Park.

ADOPTED BY THE PARK BOARD ON \_\_\_\_\_

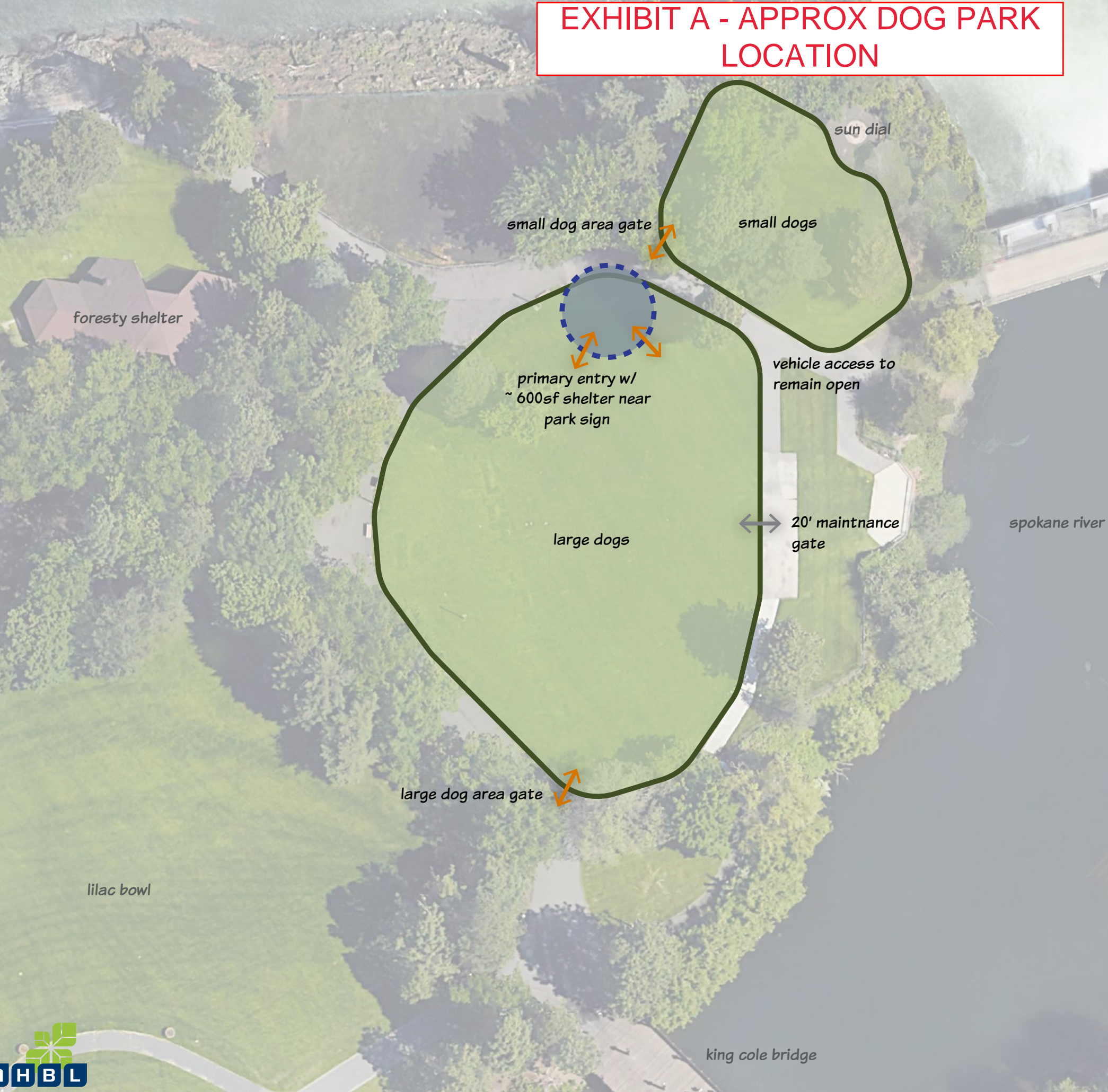
Attest:

\_\_\_\_\_  
Park Board President  
Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

# EXHIBIT A - APPROX DOG PARK LOCATION



- Option B:
- gross size: ~ 45,000 sf (1.03 acre)
  - maintains both vehicle accesses to dam and conc. pads
  - moves entry closer to north bank and hotels
  - separates large and small dog areas

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park	<b>Committee meeting date:</b> Sept 11, 2023	
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> 509-625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	Second Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Personal Service Agreement with Park Mobile as Mobile Parking Payment System(s) Integrator		
<b>Begin/end dates</b>	Begins: 08/01/2023	Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> City of Spokane completed a public procurement process in 2021 resulting in the selection of Park Mobile as the mobile parking payment systems integrator for downtown meters. Under this agreement, Park Mobile provides a mobile app solution for parking payments, serves as a merchant of record (MOR) for payment processing and integrates with current hardware (meters, kiosks) to update fees and enhance reporting. Riverfront Park purchased Flowbird parking kiosks through the City's hardware contract in Feb 2021 to support the opening of the Northbank parking lot. Riverfront desires to align with the City's Standard. Fees include \$0.35 per transaction paid by the user. If the City Uses Park Mobile as MOR then the fee is \$0.15 plus 3%.			
<b>Motion wording:</b> Approve agreement with Park Mobile as mobile parking payment system integrator			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Tony Stewart    Email address: tony.stewart@parkmobile.io    Phone: 470-427-0003			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount:    Budget code: Varies    1400-54370-76901-36231			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		
<input type="checkbox"/> UBI:	Business license expiration date:		



**City of Spokane Parks  
And Recreation Department**

**PERSONAL SERVICES AGREEMENT**

**Title: Mobile Parking Payment System(s)  
Integrator**

This Contract is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“Parks”), a department of the City of Spokane, a Washington municipal corporation, and **PARKMOBILE, LLC** whose address is 1100 Spring Street NW, Suite 200, Atlanta, Georgia 303009 (“Firm”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Contract is to memorialize in writing that the pricing, terms, and conditions of the January 1, 2022 City of Spokane ParkMobile Contract, OPR 2022-0129 (“Underlying Contract”), for mobile parking payment (“MPP”) systems extends to Parks designated off street parking locations, and to modify the process for billing and payment for these MPP services when provided by Firm for Parks designated locations;*

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, Parks and the Firm mutually agree as follows:

1. **TERM OF CONTRACT.** The term of this Contract begins upon execution and ends on December 31, 2024, the same end date, and subject to the same contract amendment/termination terms set forth in the Underlying Contract.
2. **INCORPORATION BY REFERENCE.** The terms of the entire Underlying Contract , including all exhibits, are incorporated herein by reference, binding on the Parties and attached hereto as Exhibit A. Notwithstanding the requirement that the underlying contract is binding on the Parties, the Parties have agreed to modify certain provisions of the underlying contract as applied to City Parks. Defined or capitalized terms used herein that are not defined by this Contract shall have their meaning set out in the Underlying Contract. Any reference to City of Spokane or ‘City’ in the Underlying Contract shall refer to Spokane Parks and Recreation Department for the purposes of this Contract. Notwithstanding the address and contact information for the government entity set forth in Exhibit A, the Firm agrees that it will send notices, and will conduct all business under this Contract with Spokane Parks and Recreation Department, 808 W Spokane Falls Blvd # 5, Spokane, WA 99201.
3. **SCOPE OF WORK.** The Contractor shall begin providing the mobile parking payment (“MPP”) system services to City Parks outlined in the Underlying Contract for Park property.
4. **COMPENSATION/PAYMENT.** The Mobile Payment Transaction Fee shall be \$0.35 per Transaction and shall be paid by the user. The Merchant of Record (“MOR”) can be either the City or the Firm.

As of the Effective Date, The Firm shall be the MOR. Parks may choose the MOR at any time during the term of the contract. If the Parks chooses to be MOR, it will notify the Firm at least

sixty (60) days in advance of such change is to take effect, such notice to include the date the change shall be effective. The Firm shall not charge Parks for standard integrations with the Firm's open APIs. If the Parks elects to use a processing partner with which the Firm is not integrated, the Parks agrees to pay the Firm \$0.05 per transaction for this service. The Firm will issue invoices to the Parks on a monthly basis for all fees due to the Firm under this Agreement. The Parks shall pay each invoice within thirty (30) days of the invoice date.

If the Firm is the MOR, Parks agrees to pay the Firm \$0.15 + 3% of the total Transaction amount per Transaction for this service. As MOR, all transactions will be processed real-time through the Firm's payment gateway to the Firm's payment processor. The Firm will remit to the Parks, any amounts due to the Parks in arrears on or before the 15<sup>th</sup> of the following month.

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$1,000.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
<b>Total Implementation Fees:</b>			<b>\$0.00</b>

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

**PARKMOBILE, LLC**

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:  
\_\_\_\_\_  
\_\_\_\_\_

City Clerk

Assistant City Attorney

## **EXHIBIT A**

Attach OPR 2022-0129 here



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park	<b>Committee meeting date:</b> Sept 11, 2023	
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> 509-625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Interdepartment Agreement for Maintenance of CSO 26 Plaza and Monroe Street Bridge		
<b>Begin/end dates</b>	Begins: 08/01/2023	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> At the request of the Wastewater Department, Riverfront Park has provided maintenance and security services for Place of Truths Plaza (CSO 26) since July 2019 on a per year basis. Services are charged on a time and material basis payable by the Wastewater Department. Both parties desire to formalize this service and extend litter control services to the Monroe Street Bridge. This agreement establishes a three year term for maintenance and security services at both sites. Maintenance labor for 2023 will be assessed at \$38/hr and security labor at \$46/hr. Materials will be charged at cost plus 10%. Labor rates will be subject to change annually upon mutual written agreement. This agreement is also subject to City Council approval.			
<b>Motion wording:</b> Approve Interdepartment Agreement for Maintenance of CSO 26 Plaza and Monroe Street Bridge			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Katherine Miller    Email address: kemiller@spokanecity.org    Phone: 625-6338			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: Varies    Budget code: 1400-54310-76820-34799			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI:    Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**City of Spokane**

**INTERDEPARTMENTAL AGREEMENT**

**Title: MAINTENANCE OF CSO 26 PLAZA AND  
MONROE ST BRIDGE**

**THIS INTERDEPARTMENTAL AGREEMENT** is between the City of Spokane, Utilities Division, on behalf of the Wastewater Management Department and Street Department, whose address is Second Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereafter referred to as "Wastewater Department" and the City of Spokane, Parks and Recreation Division, whose address is Fifth Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks Division," hereinafter jointly referred to as the "Parties".

*WHEREAS, the Place of Truths Plaza sits atop of combined sewer overflow 26 (hereafter referred to as CSO); and,*

*WHEREAS, CSO is managed by the Wastewater Department whom desires grounds maintenance and security services ; and,*

*WHEREAS, SMC 12.06A.010 establishes jurisdiction of the Park Board to adopt rules and regulations for public parks and buffer lands adjacent to them including public squares; and,*

*WHEREAS, CSO is designated as a public space buffering adjacent Riverfront Park; and,*

*WHEREAS, The Monroe Street Bridge (hereafter referred to as Bridge) is managed by the Streets Department whom desires litter removal services; and,*

*WHEREAS, Parks Division's Riverfront Park Department manages its own maintenance and security teams and is agreeable to supporting services at CSO and Bridge; and,*

*WHEREAS, Riverfront Park has been providing maintenance and security services since June 2020 through annual time and materials proposals*

*-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. PARTIES.**

The parties are the City of Spokane Parks & Recreation Department, City of Spokane Streets Department and the City of Spokane Wastewater Management Department. The parties understand they are both part of the same municipal corporation, and, though they operate as independent agencies of the City of Spokane and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. For this purpose, the Wastewater Management Department and Street Department is represented by the Public Works Director. Parks is represented by the Parks Board acting through the Parks Director

**2. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions for maintenance and security services at CSO and Bridge.

**3. CONSIDERATION:** The parties agree as follows:

a. Utilities will pay to Parks quarterly for services rendered on a time and materials basis. Time will be charged at \$38 per labor hour for maintenance services and \$46 per labor hour for security services for 2023. Materials will be charged at cost plus 10%. Labor rates following 2023 are subject to change annually and will be mutually agreed upon by both parties via written or email correspondence.

b. The CSO site is considered the plaza area between Spokane Falls blvd to the south, Monroe street to the west, Huntington Park access road to the east, and Huntington Park to the north. The site includes the landscaped embankment between Huntington Park and CSO. The site does not include any function, feature or component required for the operation of the wastewater operation.

c. The Bridge site is considered to be the east and west pedestrian sidewalks of the Monroe Street Bridge. The site includes the four covered shelters along the sidewalks. The site does not include the vehicle right-of-way.

b. Parks Division will monitor and provided for all maintenance and security services required to ensure the care and safety of the CSO plaza including but not limited to ranger patrols, application of the parks code (smc 12.06A.040), pruning, mowing, irrigation repair, aeration, weeding, edging, applications of fertizler and herbicides, litter and trash removal, hardscape cleaning, graffiti removal, painting, basic fixture repairs, applying mulch, and snow removal along side walk. Additionally, Parks will conduct frequent inspections of site and communicate as needed for any repair or service greater then \$1000.00 per item.

e. Parks Division will monitor and provide litter removal and snow removal at Bridge site.

**4. DURATION:** This Agreement shall be effective August 1, 2023 and shall remain in effect until December 31, 2026..

**5. INDEMNIFICATION:**

a. Utilities shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.

b. Parks shall indemnify and hold harmless Utilities, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Utilities, its employees and agents are determined to have acted negligently.

**6. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral Agreement or arrangement between the parties.

**7. AMENDMENT:** This Agreement may only be modified or amended in writing, if the writing is signed by both parties, as approved by the City Council and Mayor.

8. **SEVERABILITY:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**CITY OF SPOKANE PARKS  
AND RECREATION DEPARTMENT**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved:

Approved:

\_\_\_\_\_  
Attorney for Park Board

\_\_\_\_\_  
Public Works Director

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney