



**Spokane Park Board
Riverfront Park Committee**

4pm p.m. Monday, March 11, 2024
Pavilion Conference Room/WebEx virtual meeting
Dial in: 408-418-9388
Access code: 2491 153 5818
Jonathan Moog – Riverfront Park Director

Committee members:

Gerry Sperling – Chair
Bob Anderson
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, March 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 2491 153 5818, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than noon on March 11 by email to: 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. [Campaign for Riverfront Spokane amendment/extension](#) – Fianna Dickson

Standing Report items

- A. February 2024 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. 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.

Spokane Park Board Briefing Paper



Committee	Riverfront Park	Committee meeting date: 3/11/24	
Requester	Fianna Dickson	Phone number: 6297	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	2017-0872		
Master Plan Goal, Objective, Strategy (click for link to adopted plan)	Capital Investments, Inland NW living, District 1	Master Plan Priority Tier:	First
		(pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Campaign for Riverfront Spokane Amendment/Extension		
Begin/end dates	Begins: 03/14/2024	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
Background/history: Parks & Recreation entered into an agreement in 2017 with the Spokane Parks Foundation specific to the Campaign for Riverfront Spokane, to raise funds to expand upon the bond deliverables. This amendment/extension provides adjustments to the campaign priority projects and additional time for their completion. It also clarifies how the campaign will conclude.			
Motion wording: Approve the contract amendment/extension with the Spokane Parks Foundation for the Campaign for Riverfront Spokane.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Parks Foundation Name: Yvonne Trudeau Email address: yvonne@spokaneparksfoundation.org Phone: (509)280-1664			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Fianna Dickson Grant Management Department/Name: Jon Moog			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: Budget code: 1400-30210-76103-34797			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <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
PARKS AND RECREATION

CONTRACT AMENDMENT/EXTENSION

Title: RIVERFRONT PARK CAMPAIGN AGREEMENT

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **SPOKANE PARKS FOUNDATION**, a Washington State nonprofit, tax-exempt corporation, whose address is PO Box 2021, 315 West Mission Avenue, Suite 26, Spokane, Washington 99210, as (“Parks Foundation”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into an agreement concerning the Riverfront Park Campaign to raise funds to help support a newly rebuilt Riverfront Park (RFP); and

WHEREAS, additional work is needed, thus, and the Contract needs to be formally Amended by this written document; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 17, 2017 and November 27, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. CONTRACT TERM.

This Contract Amendment / Extension shall run through December 31, 2025.

3. AMENDMENT.

The original Contract is hereby amended as follows:

3.1. PERFORMANCE

The City has updated the previous/original Riverfront Park Capital Campaign Project List and Recognition Opportunities (Appendix B) that may be funded by Donor Designated Funds. Dollar amounts are only estimates, and can vary significantly based on rising construction, supply, and labor costs. The new priority project list

is as follows:

Updated Tier One Projects:

Playground	Fully Funded (Providence Playscape)
Interpretive Signage	Fully Funded
Signature Basketball Court	Fully Funded (Hooptown USA Basketball Court)
Dog Park	Build cost ~\$750,000/Fundraising goal \$850,000
South Butterfly	Remove from Project List
RFP Future Fund	Added

Updated Tier Two Projects:

Art Installation	Remove from Project List
Blue Bridge Restoration	Remove from Project List
Red Wagon meadow boardwalk	Remove from Project List
North Bank river overlook	Remove from Project List
Forestry Shelter	Remove from Project List
Post Street south picnic shelter	Remove from Project List
North picnic shelter	Remove from Project List
Tour Train	Remove from Project List

Updated Recognition Opportunities:

- Bench plaques
- Carousel animal plaques
- Forestry shelter plaques
- Fence charms
- Promenade pavers
- Party rooms at the Carrousel and Numerica Skate Ribbon

Undesignated Donations:

Campaign for Riverfront Spokane Donations not designated for a specific project will be used to fund updated Tier One projects first. Any remaining undesignated funds will be used to complete other projects in Riverfront Park so long as both the Executive Director of the Parks Foundation, and City Director of Parks and Recreation, agree that project conforms to donor intent.

3.2 COMPENSATION

Payment of Administrative Fee. As provided in this Contract, the Parks Foundation will continue to retain a five percent (5%) administrative fee of

- All Donations and future campaign pledge payments received prior to the Contract termination date
- All Donations pledged prior to the Contract termination date but received after

As provided in the City and Parks Foundation Memorandum of Understanding (Appendix C), the Parks Foundation will retain a ten percent (10%) administrative fee of all Riverfront Park designated donations and future pledge payments received or pledged after the Contract termination date.

Payment of Expenses. In addition to the Administrative Fee, the Park Foundation shall be entitled to deduct expenses reasonably related to its fundraising activities pursuant to this Contract (i.e. marketing materials, donor cultivation and recognition). The City shall have no obligation to reimburse any costs or expenses incurred by the Parks Foundation in fulfilling its obligations under this Contract.

4. PERIODIC PARKS FOUNDATION REPORTING.

At least quarterly, the Parks Foundation shall advise the City of the Donor Designated Funds available for use in Riverfront Park, including any expressions of Donor intent which limit the use of any of such Funds. The City and Parks Foundation will jointly identify RFP Future Fund projects and programs that conform to Donor intent. So long as both the Executive Director of the Parks Foundation, and City Director of Parks and Recreation agree that a RFP Future Fund project or program conforms to the specified Donor intent, the City shall have the right to invoice the Parks Foundation for a Donor Designated Fund request. The Parks Foundation will pay such invoice via **direct deposit/ACH** within thirty (30) days after receipt of such invoice, except as provided by state law. Any RFP unrestricted funds will be used to complete Tier One projects first. Remaining RFP unrestricted funds not spent on Tier One projects will be transferred to the City upon the Contract termination date.

5. TERMINATION.

- a. Per this contract, the Campaign will be deemed complete on December 31, 2025.
- b. At that time, the Parks Foundation will transfer the RFP Future Fund and any remaining RFP unrestricted funds collected by the Parks Foundation, less applicable Administrative Fees and Campaign Expenses, to the City or its designee into an account to be used solely for Riverfront Park.
- c. The Parks Foundation will inform the City in writing of any restrictions on the use of such funds by donors.
- d. Once transferred, the City shall have the right to select the projects, programs, or uses to which the donor designated funds are applied, as long as they align with any Donor restrictions.
- e. The City shall have the right to consolidate the remaining RFP unrestricted funds into the RFP Future Fund, and to maintain those funds at the City or transfer those funds into another non-profit account used solely for Riverfront Park.
- f. The Parks Foundation will transfer recognition pieces specific to Riverfront Park to the Friends of Riverfront Park or another non-profit of the City's choice.
- g. Either party may terminate the Contract without cause by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay for all work on projects or programs previously authorized and performed prior to the termination date.

6. DEBARMENT AND SUSPENSION.

The Parks Foundation certifies that it is not debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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 / Extension by having legally-binding representatives affix their signatures below.

SPOKANE PARKS FOUNDATION

**CITY OF SPOKANE PARKS
AND RECREATION DIVISION**

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

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B - Riverfront Park Capital Campaign Project List and Recognition Opportunities from 2017
Exhibit C – City of Spokane Parks & Recreation and Spokane Parks Foundation Memorandum of Understanding

23-227

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



Spokane Park Board

2:15 p.m. Thursday, March 22, 2018
Conference Room 5A, 5th Floor City Hall
808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:

- X Nick Sumner – President
- Rick Chase – Vice President (call-in)
- X Leroy Eadie – Secretary
- X Chris Wright
- X Ted McGregor
- Greta Gilman (absent/excused)
- Steve Salvatori (absent/excused)
- X Sally Lodato (call-in)
- X Jennifer Ogden
- Gerry Sperling (absent/excused)
- X Jamie SiJohn
- X Mike Fagan – Council Liaison

Parks Staff:

- Garrett Jones
- Berry Ellison
- Fianna Dickson
- Pamela Clarke

Guests:

- Mayor David Condon
- Terri Fortner
- Carol Neupert (call-in)
- Yvonne Trudeau

MINUTES

1. **Roll Call:** *Pamela Clarke*
See above


2. **Action item:**
 - A. Riverfront Park project list for use by the Spokane Parks Foundation on the Riverfront Park capital campaign – *Leroy Eadie* presented the [three-tiered list of capital campaign projects](#) as recommended by the Riverfront Park Redevelopment Executive Team. Once this list is approved by the Park Board, it will be provided to the Spokane Parks Foundation in their campaign to raise at least \$3 million for capital projects in the park. The group discussed the various projects and provided input on what projects should be the primary focus of the campaign team in raising funds. These projects of primary focus are referred to as Tier One projects. Tier Two projects are designed for individuals or entities whom are not interested in Tier One projects, but would like to make donations. The third category is termed Recognition Opportunities which are smaller projects ranging from \$100 to \$10,000 per donation. In addition to Park Board and staff input, special guests attended the meeting to provide their suggestions and recommendations regarding the proposed campaign list. Guests included Mayor David Condon, and members of the Parks Foundation, including Carol Neupert, Terri Fortner and Yvonne Trudeau. Modifications to the proposed list included: 1) eliminate the word “Inclusive” from the Playground on West Havermale Island; 2) move Signature basketball court(s) to Tier One; 3) separate Dog Park, two picnic shelters and the Forestry Shelter into separate projects; 4) move the Dog Park to Tier One; 5) move the Forestry Shelter to Tier Two; 6) move two Sentinel picnic shelters to Tier Two; 7) move art installation to Tier Two; 8) change “Painting the Blue Bridge” to “Blue Bridge restoration”; and 9) add a range of \$500,000 to \$800,000 for the Playground on West Havermale Island.

Motion #1 – Nick Sumner moved to approve the [Riverfront Park Capital Campaign list as modified and presented at the Park Board meeting](#).

Ted McGregor seconded.
Motion pass unanimously.

3. **Adjournment:** The meeting adjourned at 3:56 p.m.

Minutes approved by:



Leroy Eadie, Director of Parks and Recreation

Draft Riverfront Park Capital Campaign Project List

(as modified by RFP Redevelopment Executive Team on 3/12)

The goal of the Riverfront Park Campaign is to raise at least \$3 million.

Tier One Projects (\$3 million)

These are the primary projects which the Capital Campaign will focus. They include:

- **South Butterfly**

Description: Parks and Recreation has committed to fund the north butterfly. The second butterfly is in pieces and stored on the north bank. The idea is that funding will be secured through the Campaign to rebuild and relocate the second butterfly in the Red Wagon Meadow.

Cost: As the north butterfly is being rebuilt and reinstalled, more will be known about the exact costs. At this point to cover all potential costs, the fundraising target is \$250,000.

- **Inclusive Playground on West Havermale Island**

Description: This new playground will be located in the area of the old YMCA parking lot. This playground will be designed for a younger age group than the Ice Age Floods Playground on the North Bank. The playground will be designed to be inclusive and meet the needs of all children regardless of physical ability.

Cost: \$500,000

- **Interpretive Signage**

Description: Interpretive signage will be used throughout Riverfront Park to tell the many stories and history of the park with a prominent location on the Spokane River. This project may not be limited to physical signage as other mediums may be used to tell the geologic history, tribal history, settlement stories, railroad development, success of Expo '74, and other stories as deemed important.

Cost: \$250,000

- **Art Installation**

Description: The Campaign will seek donors whom are interested in donating a significant piece of art for Riverfront Park. The art location will be consistent with the Riverfront Park Art Plan, as adopted by the Park Board and approved through the Joint Arts Committee.

Cost: The cost has not been determined, but it is anticipated that art pieces will not be accepted that have a market value less than \$100,000.

- **Dog Park/Sentinel & Forestry Shelters Restoration or Reinvention**

Description: The need to have a fenced dog park within Riverfront Park has been identified often over the past several years. Although the exact location needs further vetting, one location that

appears to have potential is just north of the Forestry Shelter. It may be possible to integrate the dog park with the restoration of the Forestry Shelter. The other two park shelters which need restoration or reinvention are the sentinels that are located along the river on the south side of Post Street Bridge and the north side of the suspension bridges near the Upper Falls Condominiums. Depending on the donor, it is possible these projects could be separated.

Cost: \$600,000. This number is most likely low and needs more work to be accurate. The dog park alone will most likely be in the \$150,000 - \$200,000 range.

Tier Two Projects

These projects will only be presented to donors that have no interest in Tier One projects.

- **Signature Basketball Courts** - potentially located on the North Bank. Cost is estimated at \$200,000.
- **Tour Train** - \$150,000 has already been donated by BNSF. Total cost is roughly \$500,000.
- **Painting of the Blue Bridge** - Cost is estimated at \$1 million.
- **Red Wagon Meadow Boardwalk** - as designed by Berger Partnership, has a cost estimated at \$250,000.
- **North Bank River Overlook** - as designed by Berger Partnership, has a cost estimated at \$250,000.

Projects less than \$50,000

These projects will be made available during the public portion of the Campaign.

- **Loeff Carrousel animals:** Donors will be able to have their name located on the deck below the horse they are sponsoring. This may be a donation in the \$10,000 range.
- **Promenade walkway pavers:** Donors will have their name engraved in the Promenade pavers. This may be a donation in the \$100 range.
- **Art signs:** This is an opportunity for donors to sponsor an art sign that identifies a piece of art in Riverfront Park. All art signs will consistent with the design called out in the Riverfront Park Art Plan. This may be a donation in the \$1,000 range.

Riverfront Park Capital Campaign Project List

(as approved by the Spokane Park Board March 22, 2018)

Tier One Projects - \$3 million (Primary focus)

South Butterfly

Playground on West Havermale Island

Interpretive signage

Signature basketball court(s)

Dog Park

Tour Train

Tier Two Projects (Donors not interested in Tier One)

Art installation

Blue Bridge restoration

Red Wagon meadow boardwalk

North Bank river overlook

Forestry Shelter

Post Street Sentinel picnic shelter

North Sentinel picnic shelter

Recognition Opportunities (Projects less than \$50,000)

Looff Carrousel animals

Promenade walkway pavers

Art signs

MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding (“MOU”) is between the CITY OF SPOKANE, a Washington municipal corporation, acting through its Parks and Recreation Division (“City”) and the SPOKANE PARKS FOUNDATION, a Washington non-profit corporation (“Foundation”). For the purposes of this MOU the “Effective Date” shall be the date this MOU is fully executed by both City and Foundation.

City owns, operates and/or maintains, through its Parks and Recreation Division, parks and other recreational and entertainment facilities, and operates a variety of related programs and services (“Parks & Programs”). Foundation’s purpose is to foster, encourage, and receive gifts, legacies, and devises (outright or in trust) to be used to make grants to acquire, provide, improve and equip park and recreational facilities for the public in Spokane and its adjacent areas within Spokane County; as well as to sponsor, assist or cooperate in and provide recreational, athletic, educational and scientific programs for the public in said areas.

City and Foundation desire to set forth their agreement regarding the use of funds raised by the Foundation specifically restricted for use by the City to operate the Parks & Programs.

NOW THEREFORE, in consideration of the mutual covenants, mutual benefits and synergistic effect created by entering this MOU, City and Foundation agree as follow:

1. Role of City. City owns, operates and maintains Parks & Programs for the benefit of the public and the City of Spokane. City will work independently, and also with Foundation, to solicit donations, recruit, manage and coordinate volunteer services for the Parks & Programs in compliance with this MOU and City’s policies and project requirements. The parties acknowledge City may solicit donations, and recruit, manage and coordinate volunteer services to benefit Parks & Programs independent of the oversight and fundraising activities of Foundation. For both General and Specific Donations (as defined below) City will comply with donor intent, as conveyed to City by Foundation.
2. Role of Foundation. Foundation will work with City to solicit donations, recruit, manage and coordinate volunteer services for Parks & Programs in compliance with this MOU and City’s policies and project requirements. Foundation will at all times maintain its status as a Washington nonprofit corporation exempt from federal income tax pursuant to §501(c)(3) of the Internal Revenue code to which contributions are deductible under §§170, 2055, and 2522 of the Internal Revenue Code. Foundation solicits and receives restricted and unrestricted charitable donations from donors. A restricted donation is one the donor designates for a specific purpose or project. Unrestricted donations are made without restriction and may be used as Foundation sees fit consistent with Foundation’s tax-exempt purpose. This MOU only deals with gifts solicited and received by Foundation that are restricted by the donor to be used for Parks & Programs, i.e., restricted donations. Such donations are “General Donations” as defined below. A donor may further restrict their donation to a particular purpose or project within Parks & Programs, which are referred to below as “Specific Donations”. Foundation will retain its usual and customary administrative fee from donations it receives for Parks & Programs, unless another administrative fee is specified in a separate agreement (such as a campaign agreement) between City and Foundation applicable to the donation.

3. Donations. Pursuant to the terms of this MOU, City may request, and Foundation may agree, to solicit and collect donations to support, enhance and promote Parks & Programs. Donations collected by Foundation are either “Specific Donations” or “General Donations” as these terms are defined herein. The collection, stewardship and allocation of donations will be carried out in a manner specific to the assigned category of each donation.
4. Specific Donations. Specific Donations are donations City requests Foundation to solicit and receive for specific programs or projects. If Foundation agrees to collect donations for a specific project or program, City and Foundation shall enter into a separate agreement (such as a campaign agreement), which details the project(s) or program(s) that benefit from such donations, the method and term of soliciting and collecting the donations, the stewardship and allocation of the donations, and Foundation’s fee for providing its services. As of the Effective Date, City and Foundation are parties to the following agreements for Specific Donations:
 - a. Riverfront Park Campaign Agreement, under City Clerk’s No. DPR-2017-0872.
 - b. The City of Spokane Memorial Bench Project Agreement as set forth in *Appendix A*, attached to this MOU.
5. General Donations. General Donations are donations to Foundation the donor designates for Parks & Programs that are not Specific Donations, i.e., are not solicited and received pursuant to a separate agreement as provided in paragraph 4, above. A donor of a General Donation, may, but need not designate their donation be used for a specific program or project within Parks & Programs. Without prior approval by City, Foundation may recruit, manage and coordinate volunteer services in connection with the solicitation and collection of General Donations, so long as such activities are at no cost to City. Upon request of City, Foundation will release General Donations to City, less the administrative fee retained by Foundation. City shall determine, subject to complying with donor intent, how to spend General Donations on Parks & Programs consistent with City’s master plan.
6. Collaboration and Information Sharing. To carry-out the terms of this MOU, the parties agree to the following terms regarding collaboration and information sharing:
 - a. Pursuant to the bylaws of Foundation, a current member of the Park Board of the City of Spokane is appointed to Foundation’s governing board. Furthermore, a representative of Foundation is invited to attend all meetings of the Park Board. This process enables the sharing of information relating to solicitation, receipt and expenditure of General and Specific Donations.
 - b. At least monthly Foundation will (i) share its financial statements and minutes of its board meetings with City, except for minutes taken during executive sessions, and (ii) provide City with an accounting of General Donations. Foundation will provide this information to the member of the Park Board serving on the Foundation’s governing board.
 - c. Upon request of Foundation, City shall timely provide Foundation with City’s (i) strategic and/or master plan(s) for Parks & Programs, and all amendments and revisions to such plans, and (ii) City’s policies and project requirements applicable to Foundation’s role under this MOU.

- d. If City requests Foundation to raise Specific Donations for a capital project, City shall provide Foundation with all material information pertaining to construction, maintenance and operation of the capital project, including requirements, restrictions, projected costs and timelines, additional funding sources, and a funding plan. If Foundation elects to engage in fundraising for the proposed capital project, the parties will negotiate a separate agreement setting forth the terms under which Foundation will participate in raising money for the project.
 - e. City may, but is not required to, notify Foundation of other organizations that plan to undertake events or activities intended to assist and improve Parks & Programs. City may, but is not required to, require such other organizations to collaborate with Foundation on any events or activities that are primarily intended to benefit Parks & Programs.
 - f. City may, but is not required to, provide, at no cost to Foundation, Foundation access, to City's parks and recreation facilities for Foundation fund raising purposes intended to benefit Parks & Programs.
 - g. At the discretion of the Director of the Parks and Recreation Division, and consistent with state and federal law, City may, but is not required to, assist Foundation with Foundation activities intended to benefit Parks & Programs. Such activities include, but are not limited to, tours of City parks, coordination of volunteers to clean up City parks, and events intended to create awareness of Foundation and its role in supporting Parks & Programs (pop up events).
 - h. City may, but is not required to, notify Foundation and provide Foundation with information necessary to determine the best methods for securing the donations when City becomes aware of donations, actual or potential, intended to benefit Parks & Programs. City and Foundation may collaborate in pursuing such donations so as to maximize the benefit to Parks & Programs.
 - i. When promoting Parks & Programs, Foundation shall comply with City's communications/social media policy, and City's naming policy, as both may be amended from time to time.
 - j. City will recognize gifts received from or through Foundation in City's annual report.
7. Notice of Non-Compliance. In the event of non-compliance with any provision of this MOU, the non-breaching party shall notify the other party in writing of the event or practice the non-breaching party believes does not comply with this MOU. The other party shall, within 15 days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this MOU by providing written notice of such termination to the breaching party.
- a. In the event of termination under this Section 7, Foundation shall provide City with an accounting of all funds held by Foundation, including any Specific or General Donations held by Foundation. Any agreement for Specific Donations shall survive the termination of this MOU as consistent with the terms of such agreement. General Donations will be disbursed pursuant to Section 5 of this MOU.

8. Term & Termination. This MOU shall become effective upon execution by both parties and shall terminate on December 31, 2025, unless earlier terminated. This MOU may be terminated by either party, without cause, on at least sixty (60) days prior written notice. In the event of termination, the parties shall have the same obligations as set forth in Section 7.a of this MOU.
9. Ownership/Use after Project Completion. All Parks & Programs projects funded with donations raised by Foundation will be owned and maintained by City and used according to City policies.
10. Assignment. Neither party may assign, transfer, or subcontract, in whole or in part, its interest in this MOU without the prior written consent of the other party.
11. Anti-Kickback. No officer or employee of the City or Foundation, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in this MOU.
12. Indemnification. Each party shall be responsible for any and all acts and omissions of its staff, employees, officers, agents and independent contractors. Each party shall defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this MOU.
13. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
14. Entire Agreement and Amendment. This MOU and its appendices represent the entire agreement of the parties with respect to the matters specified herein.
15. Governing Law and Venue. This MOU is governed by and construed under the laws of the State of Washington. Venue for any actions arising under this MOU shall be in Spokane County, Washington.
16. Severability. Any provision of this MOU that is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this MOU.

17. Contact Information. All notices and communications between City and Foundation pursuant to this MOU shall be directed as follows:

If to City:
City of Spokane Parks & Recreation
Attn: Director of Parks & Recreation
80 W Spokane Falls Blvd,
Spokane, Washington 99201

If to Foundation:
Spokane Parks Foundation
Attention: Executive Director
P.O. Box 8127
Spokane, Washington 99203

CITY OF SPOKANE PARKS AND RECREATION DIVISION
a Washington municipal corporation

By _____

Date _____

(Name) _____

(Title) _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SPOKANE PARKS FOUNDATION
a Washington non-profit corporation

By _____

Date _____

(Name) _____

(Title) _____

Appendix A



City of Spokane Memorial Bench Program

The City of Spokane Parks and Recreation Division has transitioned their memorial bench program to the Spokane Parks Foundation for management and stewardship. As such, the Spokane Parks Foundation will take on the following responsibilities:

1. Accept a minimum donation of \$5000 per memorial bench. This donation amount includes the cost of a standard bench, site prep, installation and future repairs, as well as Foundation's administrative fee and the cost of the recognition plaque.
2. Work with the donor to receive the donation and complete the Memorial Bench Donation Form
3. Determine donor wishes for bench location and text for recognition plaque
4. Request approval from the City on site location and plaque text
5. Work with an engraver and the donor to finalize the recognition plaque
6. Provide the recognition plaque to the City for installation
7. From each donation Foundation will retain 10% as its administrative fee, and will purchase the recognition plaque. Remaining funds will be placed in a designated account; the Memorial Bench Program fund. Upon receipt of appropriate invoices, Foundation will reimburse the City of Spokane Parks and Recreation Division from the Memorial Bench Program fund the cost of the bench, site preparation and installation. Funds remaining after paying these expenses, if any, will be retained in the Memorial Bench Program account to be used for bench repairs. Foundation will have no liability to pay for bench repairs beyond funds in the Memorial Bench Program account.
8. SPF will report to the City the account balance in the Memorial Bench Program fund once per quarter. This account reporting will be done at the same time that SPF reports its other financial reports to the City and Park Board.

The City of Spokane agrees to:

1. Provide a master list of available bench sites throughout the park system
2. Install approved memorial benches and recognition plaques
3. Invoice the Foundation for any expenses associated with bench purchase, site prep, installation, and future repairs.