



**CITY OF SPOKANE PARK BOARD  
RIVERFRONT PARK COMMITTEE**

2:30 p.m. Tuesday, Sept. 6, 2022

WebEx teleconferencing meeting

Jonathan Moog – Riverfront Park Director

**Committee Members:**

- X Nick Sumner – Chair
- X Kevin Brownlee
- X Hannah Kitz
- X Gerry Sperling

**Park Board:**

Jennifer Ogden

**Parks Staff:**

Fianna Dickson  
Garrett Jones  
Amy Lindsey  
Jonathan Moog  
Jerry Stacy

**Summary**

- Garco Construction agreement/on-call light blade repair (\$150,000, tax inclusive) was presented by Jonathan Moog.
- Spokane Parks Foundation Campaign for Riverfront Spokane agreement amendment was presented by Fianna Dickson.
- US Pavilion Naming Rights was presented by Amy Lindsey
- August 2022 operations report was presented by Jonathan Moog

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. Oct. 10, 2022, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

## **Minutes**

The meeting was called to order at 2:30 p.m. by committee chair Nick Sumner.

**Public comment:** None

### **Action Items:**

- A. [Garco Construction agreement/on-call light blade repair \(\\$150,000, tax inclusive\)](#) – *Jonathan Moog* presented.
- **Motion #1** – Nick Sumner moved to recommend the Garco Construction agreement/on-call light blade repair (\$150,000, tax inclusive)

Kevin Brownlee seconded.

The motion passed unanimously (4-0 vote).

### **Discussion items:**

- A. [Spokane Parks Foundation Campaign for Riverfront Spokane agreement amendment](#) – *Fianna Dickson* presented.

### **Information Items:**

- A. US Pavilion Naming Rights – *Amy Lindsey* presented.

### **Standing report items:**

- A. August 2022 operations report – *Jonathan Moog* presented.

**Adjournment:** The meeting was adjourned at 3:18 p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. Oct. 10, 2022, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park Committee		
<b>Committee meeting date</b>	September 6, 2022		
<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/extension	<input type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Garco Construction agreement/on-call light blade repair (\$150,000, tax inclusive)		
<b>Begin/end dates</b>	Begins: 09/01/2022	Ends: 08/31/2024	<input type="checkbox"/> Open ended
<b>Background/history:</b>	<p>The US Pavilion Light Blades incurred damage from the wind storm on January 13, 2021. The light blade Manufacturer, GVA, determined the primary cause of failure to be a loose capacitor in the circuitry of the each unit. There are approximately 2262 units and the exact number failed capacitors is undermined. Light blade parts are covered through warranty through August 29, 2024. This agreement provides for the labor to troubleshoot, coordinate with GVA and replace malfunctioning units on an on-call basis. The contract will be billed at time and materials not to exceed \$150,000 over two years. Labor rate is \$104/hr (regular hours) or \$174/hr (after hours). Lifts and Materials will be billed at cost plus 5%. The work was competitively bid and Garco Construction was the sole bidder.</p>		
<b>Motion wording:</b>	Approve the Garco Construction agreement/on-call light blade repair (\$150,000, tax inclusive)		
<b>Approvals/signatures outside Parks:</b>	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
If so, who/what department, agency or company: Garco Construction			
Name: Clancy Welsh		Email address: clancy@garco.com	Phone:
<b>Distribution:</b>	Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name: jmoog@spokanecity.org		
<b>Fiscal impact:</b>	<input checked="" type="radio"/> Expenditure	<input type="radio"/> Revenue	
Amount:	Budget code:		
Not Applicable			
<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"/>	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)

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park				
<b>Committee meeting date</b>	September 6, 2022				
<b>Requester</b>	Fianna Dickson	<b>Phone number:</b> 625-6796			
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input checked="" type="radio"/> Discussion	<input type="radio"/> Information	<input type="radio"/> Action	
<b>Type of contract/agreement</b>	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease	<input checked="" type="radio"/> Amendment/change order	<input type="radio"/> Other
<b>City Clerks file (OPR or policy #)</b>	2017-0872				
<b>Item title:</b> (Use exact language noted on the agenda)	Amendment to the Agreement with the Spokane Parks Foundation for the Campaign for Riverfront Spokane				
<b>Begin/end dates</b>	Begins: 11/17/2022	Ends: 06/30/2024	<input type="checkbox"/> Open ended		
<b>Background/history:</b>					
<p>The Campaign for Riverfront Spokane agreement with the Spokane Parks Foundation (SPF) is set to expire on Nov. 16, 2022. There is consideration to extend the agreement through Q2 2024 with some amendments, and a draft is included for review and discussion. The goals of the amended agreement draft are:</p> <ul style="list-style-type: none"> <li>• Prioritizing projects for the final phase of the campaign</li> <li>• Extending the timeline to allow for pledge payments to come in as scheduled, and to continue fundraising momentum to complete desired projects</li> <li>• Providing clarification around how we wrap up the campaign</li> </ul> <p>The SPF board and legal team, along with our legal counsel, are also reviewing and providing input on this draft. City legal has provided initial edits.</p>					
<b>Motion wording:</b>					
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input type="radio"/> No					
If so, who/what department, agency or company:					
Name:		Email address:	Phone:		
<b>Distribution:</b>					
Parks – Accounting					
Parks – Pamela Clarke					
Requester: Fianna Dickson					
Grant Management Department/Name:					
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue					
Amount:		Budget code:			
<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"/>	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 Division**  
**AMENDED AND RESTATED RIVERFRONT PARK**  
**CAMPAIGN AGREEMENT**

THIS AMENDED AND RESTATED CONTRACT is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, a Washington State municipal corporation, (as "City"), and the **SPOKANE PARKS FOUNDATION**, a Washington State nonprofit, tax-exempt corporation, whose address is PO Box 8127, Spokane, Washington 99203, (as "Parks Foundation"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Riverfront Park Campaign Agreement, signed by the Parks Foundation on November 27, 2017 and signed by the City on November 17, 2017 ("Contract"), wherein the Parks Foundation agreed to oversee the governance and strategic direction of the Riverfront Park Campaign (the "Campaign") in collaboration with the City; and

WHEREAS, the parties wish to amend and restate the Contract to extend the term of the Contract and update the list of priority projects in the park;

**NOW**, THEREFORE, the parties agree as follows:

1. **PERFORMANCE**. As provided in the Contract, the Parks Foundation will continue to oversee the governance and strategic direction of the Riverfront Park Campaign in collaboration with the City. The Parks Foundation will use its commercially reasonable efforts to continue to raise funds for the remaining Riverfront Park Campaign projects (the amounts thus raised are referred to as "Donations" and the amount thus held for the use by the City in Riverfront Park as "Donor Designated Funds" in this Agreement). This City has updated a list of priority projects that could be funded by Donor Designated Funds. Estimated dollar amounts are only estimates, and can vary significantly based on rising construction, supply, and labor costs.

<b>Fully Funded Campaign Projects</b>	<b>Remaining Campaign Projects and Recognition Opportunities</b>	<b>Removed Campaign Projects and Recognition Opportunities</b>
Providence Playscape	Dog Park (estimate \$750,000)	Tour Train
Interpretive Signs	Fund for the Future or undesignated (goal \$500,000)	Second Expo Butterfly
Hooptown USA Basketball Court	Recognition: bench plaques, Carrousel animal plaques, fence charms, pavers, party rooms at the Carrousel and Numerica Skate Ribbon, shelters	Recognition: Pavilion Party Rooms

2. CONTRACT TERM. The term of the Contract is extended and, as amended herein, shall run through June 30, 2024, unless terminated sooner.

3. COMPENSATION.

3.1 Payment for Campaign Staff. Per the Contract, the City has previously paid the Parks Foundation THREE HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$332,480.00), including tax, for Campaign staff.

3.2 Payment of Administrative Fee. As provided in the Contract, the Parks Foundation will continue to retain five percent (5%) of all Donations and future campaign pledge payments as an administrative fee. The fee shall be added to the priority project estimated costs, to increase the fundraising goal of each priority project by 5%.

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

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 projects, programs, or any other use of such funds 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 project, program, or use conforms to any specified Donor intent, the City shall have the right to select the project, program or use to which such Donor Designation Funds are to be applied, including undesignated funds to which the City can apply to unforeseen or previously unidentified opportunities within Riverfront Park. After the project, program or other use of such funds has been determined, the City will 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.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. Nothing in this Section 6 shall prevent the Parks Foundation from engaging a consultant for assistance in the Campaign.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor,

service or other thing of value from or to any person involved in this Contract.

9. TERMINATION.

- a. The City will have the authority to deem the Campaign complete.
- b. At that time, all funds collected by the Parks Foundation in accordance with Contract, as amended herein, shall be turned over to the City or a non-profit of its choosing, less applicable Administrative Fees and Campaign Expenses.
- c. The Parks Foundation will inform the City in writing of any restrictions on the use of such funds by donors.
- d. With the remaining funds, 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 unrestricted funds into the RFP Future Fund, and to maintain that fund 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. Recognition pieces include bench plaques, Carrousel plaques, fence charms, pavers, party rooms at the Carrousel and Numerica Skate Ribbon, and shelters.
- g. Either party may terminate the Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Parks Foundation for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Contract, as amended and restated herein, the Parks Foundation shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Park Foundation's services to be provided under this contract;
- C. Umbrella liability insurance coverage, combined with the Parks Foundation's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Parks Foundation or its insurer(s) to the City. As evidence of the insurance coverages required by this Contract, the Parks Foundation shall furnish an acceptable insurance certificate to the City at the time the Parks Foundation returns the signed Agreement.

11. JOINT VENTURE. The City of Spokane Parks and Recreation Division, and the Spokane Parks Foundation mutually agree the Riverfront Park Capital Campaign is a joint venture and that neither party is indemnifying the other party.

12. DEBARMENT AND SUSPENSION. The Parks Foundation either has provided or will incident to its execution of this Agreement provide its certification pursuant to the Debarment Form attached as Exhibit "B" that it is in compliance with and shall not contract with individuals or organizations which are 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.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Parks Foundation shall perform at least as well as would be commercially reasonable under the circumstances and in the context in which such performance is being evaluated.

15. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The Parks Foundation agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Parks Foundation.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Parks Foundation shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800- 451-7985 to obtain a business registration. If the Parks Foundation does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Parks Foundation and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Parks Foundation and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.



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 Contract:**  
Debarment Form