



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

4 p.m. Monday, September 11, 2023
Pavilion Conference Room/WebEx teleconferencing
Jonathan Moog – Riverfront Park Director

Committee Members:

X Gerry Sperling – Chair
X Kevin Brownlee
X Hannah Kitz

Park Board:

Greta Gilman

Parks Staff:

Fianna Dickson
Berry Ellison
Nick Hamad
Rhett McCall
Jonathan Moog

Summary

- The following items were approved for recommendation to the Park Board:
 - Garco Construction, Inc., Change Order #2 / Riverfront Park South Suspension Bridge Renovation Construction (\$159,715.02 plus applicable taxes, less the cost of the rental components)
 - Wesslen Construction Change Order #3 / Riverfront Lilac Butterfly Fabrication and Installation (\$1,751.50, plus applicable taxes)
 - Resolution regarding the Riverfront Park Dog Park Location, Project Priority, and associated funding / Riverfront Park (no cost)
 - Personal Service Agreement with Park Mobile as Mobile Parking Payment System(s) Integrator
 - Interdepartment Agreement for Maintenance of CSO 26 Plaza and Monroe Street Bridge
- The following items were presented as discussion items:
 - 2024 Budget Priorities
 - Stepwell Maintenance and Repair
- Park Ranger 24-hour Service was presented as an informational item by Jacob Vandenberg
- August 2023 operations report was presented by Jonathan Moog

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. October 9, 2023, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Minutes

The meeting was called to order at 4:02 p.m. by committee chair Gerry Sperling.

Public comment: None

Action Items:

A. [Garco Construction, Inc., Change Order #2 / Riverfront Park South Suspension Bridge Renovation Construction \(\\$164,565.06 plus applicable taxes\)](#) – *Berry Ellison* presented. Berry specified that the funds for this project are all REET funds and do not affect the Parks department's budget. The change order includes type 4 repair changes, Nelson stud replacement, pack rust removal, and corbel replacement. The bulk of the cost of the change order is for the corbel replacement. When the project was initially bid, the need to replace the corbel was not known. Once work began and the deck was removed it became apparent that the corbel was beyond repair and needs to be replaced. Berry asked to adjust the approval amount of the change order to allow him the opportunity to get a new quote for the included rental components on a weekly basis rather than a monthly basis due to the unpredictability of the duration that they will be needed. The committee agreed that adjusting the amount for Park Board was the best course of action. Nick Hamad pointed out that even with this change order the cost of the project was still well under the allotted amount of REET funds and would not impact Parks reserve funds.

- **Motion #1** – Gerry Sperling moved to recommend Garco Construction, Inc., Change Order #2 / Riverfront Park South Suspension Bridge Renovation Construction (\$159,715.02 plus applicable taxes, less the cost of the rental components)

Kevin Brownlee seconded.

The motion passed unanimously (3-0 vote). It is proposed to place this as a regular action item on the agenda for the September 14 Park Board meeting.

B. [Wesslen Construction Change Order #3 / Riverfront Lilac Butterfly Fabrication and Installation \(\\$1,751.50, plus applicable taxes\)](#) – *Berry Ellison* presented. Wesslen Construction requested to add 3-D printed components, domes to place in the ends of the battens, to reduce the stress points on the fabric that would cause extra wear and shorten the life of the fabric. Berry advised that the target for assembling and installing the butterfly is the end of September.

- **Motion #2** – Gerry Sperling moved to recommend Wesslen Construction Change Order #3 / Riverfront Lilac Butterfly Fabrication and Installation (\$1,751.50, plus applicable taxes)

Hannah Kitz seconded.

The motion passed unanimously (3-0 vote). It is proposed to place this as a consent item on the agenda for the September 14 Park Board meeting.

C. [Resolution regarding the Riverfront Park Dog Park Location, Project Priority, and associated funding / Riverfront Park \(no cost\)](#) – *Nick Hamad* presented. "The Forestry Shelter & adjacent dog park" was item #4 in the RFP Capital Campaign. The original thought was that it might be possible to incorporate both of these items together with a note recognizing that the estimated

\$400k was likely 'low'. The actual estimated cost for both was \$1.2m with current funding of \$228k. The bulk of the funds from the estimate are for refurbishing the Forestry Shelter restrooms. The Humane Society has committed a donation of \$250k and in their spring meeting they voted to explore the possibility of withdrawing the donation as there has been no movement on the project for a year and a half. The team began exploring the possibility of relocating the dog park away from the Forestry Shelter further east on Havermale Point. The estimated cost was reduced to \$600-\$750k. This location provides flatter terrain and fits within the existing pathways in the Park. There is currently over \$500k in the unrestricted reserves of the RFP Capital Campaign. The proposed resolution would allocate up to \$500k of those unrestricted funds towards the dog park. The resolution would 1) designate the dog park as the highest priority project of the RFP Capital Campaign; 2) designate the 'alternative site' adjacent to the Forestry Shelter as the project location; 3) allocate up to \$500k of the RFP Capital Campaign unrestricted reserves to the dog park, ensuring a total project budget of up to \$750k; 5) direct the park director and staff to ensure project is complete and open to the public in 2024; and 6) direct the park director and staff to amend the agreement with the Spokane Parks Foundation as required to accomplish the above.

- **Motion #3** – Gerry Sperling moved to recommend the Resolution regarding the Riverfront Park Dog Park Location, Project Priority, and associated funding / Riverfront Park (no cost)

Kevin Brownlee seconded.

The motion passed unanimously (3-0 vote). It is proposed to place this as a regular action item on the agenda for the September 14 Park Board meeting.

D. **Personal Service Agreement with Park Mobile as Mobile Parking Payment System(s) Integrator** – *Jonathan Moog* presented. Riverfront Park partnered with Flowbird for the parking kiosks and app for parking payments when the Washington Lot opened in 2021. At that time the City had an open RFP for a parking solution. The Park Mobile was selected from the RFP as the solution for City parking. Changing to Park Mobile as the payment systems integrator for parking at Riverfront Park would 1) allow Riverfront to have the same provider as the City and a bulk of other parking operations in Spokane, 2) enable the ability to add hours to your parking from the app, even if you originally paid at the kiosk (which Flowbird does not support), and 3) allow a one-touch solution for transitioning both the app and kiosks to event rates at such time as it is needed for concerts and other events.

- **Motion #4** – Gerry Sperling moved to recommend the Personal Service Agreement with Park Mobile as Mobile Parking Payment System(s) Integrator

Kevin Brownlee seconded.

The motion passed unanimously (3-0 vote). It is proposed to place this as a consent item on the agenda for the September 14 Park Board meeting.

E. **Interdepartment Agreement for Maintenance of CSO 26 Plaza and Monroe Street Bridge** – *Jonathan Moog* presented. Riverfront has provided both maintenance and Ranger support for the CSO Plaza 26 since 2019. Utilities requested to add the Monroe Street Bridge to the scope. The SMC allows parks to enforce Parks code on adjacent properties. This agreement emphasizes that intent. This will allow Parks rules signs to be posted in the locations and allow for enforcement of Park hours. With Park Boards approval this agreement will be submitted to City Council for approval.

- **Motion #5** – Gerry Sperling moved to recommend the Interdepartment Agreement for Maintenance of CSO 26 Plaza and Monroe Street Bridge

Kevin Brownlee seconded.

The motion passed unanimously (3-0 vote). It is proposed to place this as a consent item on the agenda for the September 14 Park Board meeting.

Discussion Items:

- A. **2024 Budget Priorities** – *Jonathan Moog* presented. The overall budget will be presented for approval at Finance Committee. Jon wanted to highlight for the committee the components of the budget for Riverfront for 2024. Priorities include: 1) Cost recovery (Pavilion naming rights and provider at the SkyRibbon Café), 2) 50th Expo celebration, 3) Continuity of SkyRide operations, 4) Park safety, 5) Park beautification and 6) Program improvement & reliability.
- B. **Stepwell Maintenance and Repair** – *Jonathan Moog and Berry Ellison* presented. Since the Stepwell has been opened to the public the piece has experience natural checking (cracks and gaps in the wood) as well as growing separation in the seams of the components. In addition, there is ongoing vandalism including graffiti and scorch marks where attempts have been made to light the piece on fire. The team has followed the prescribe method of warm soapy water to attempt to remove the graffiti with poor results. The stain used on the piece results in a waxy film resulting in attempts to wash the paint off to instead spread or smear it. Currently the team is sanding down the graffiti spots and re-applying the stain finish which requires a significant amount of labor. Quaura, the manufacturer of the piece, will be on site in October to analyze the piece and hopefully provide more feasible solutions. In the interim, gaps and crack are being regularly measured to track the size and expansion rate. Potential long-term solutions are being explored. Fencing is being placed around the piece to allow it to be locked up at night to deter negative activity.

Information Items:

- A. Park Ranger 24-hour Service – *Postponed until the October 9, 2023, Riverfront Park Committee meeting.*

Standing Report Items:

- A. August 2023 Operations Report –*Jonathan Moog* presented. August is traditionally the busiest month of activity at Riverfront Spokane. August of 2023 saw a 40% increase in events over the previous year. The staff did a commendable job of managing the challenges to bring the summer event season to a successful close.

Adjournment: The meeting was adjourned at 6:00 p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. October 9, 2023, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Spokane Park Board

Briefing Paper



Committee	Riverfront Committee	Committee meeting date: Sept 6, 2023
Requester	Berry Ellison	Phone number: 509 625-6276
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 #)	2023-0446	
Master Plan Goal, Objective, Strategy (Click HERE for link to adopted plan)		Master Plan Priority Tier: (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Garco Construction, Inc., Change Order #2 / Riverfront Park South Suspension Bridge Renovation Construction (\$164,565.06 plus applicable taxes)	
Begin/end dates	Begins: 09/14/2023	Ends: 06/01/2024 <input type="checkbox"/> 06/01/2525
Background/history: Change Order #2 consists of 4 additions to the Contractor's scope of work. Item 1 is added cost for steel repair due to Engineer's revision. Item 2 is added cost for replacing nelson studs (concrete anchors) on the bridge girders. Item 3 is added cost for the removal and replacement of the south corbel (a concrete and steel structure supporting & stabilizing the south end of the bridge). Item 4 is added cost for removal of pack rust at Engineer's direction.		
Motion wording: Move to approve Garco Construction, Inc., change order #2 for the Riverfront Park South Suspension Bridge Renovation Construction Project in the amount of \$164,565.06, plus applicable taxes, from Park Capital Funds.		
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Garco Construction, Inc Name: Tim Loucks Email address: tloucks@garco.com Phone: 509 535-4688		
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich scottk@garco.com Requester: Berry Ellison Grant Management Department/Name:		
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: \$164,565.06 (plus taxes) 1950		
Vendor: <input checked="" 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 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
TOTAL AMOUNT: \$159,715.02	

CONTRACT SUM (EXCLUDE SALES TAX)	
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
REVISED CONTRACT SUM	\$ 2,285,165.02

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	01/22/2024
CURRENT COMPLETION DATE	01/22/2024
REVISED COMPLETION DATE	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.

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 04 - Replace Nelson Studs

BI	Description	Qty	Unit	Direct Costs						Subcontractor Costs			
				Unit Prices			Item Totals			Unit Price	Subtotal	Prime Markup	Total w/ Markup
				Labor	Equip	Material	Labor	Equipment	Material				
	Nelson Studs	249	EA	\$ 4.17	\$ 0.43	\$ 2.34	\$ 1,038.33	\$ 107.07	\$ 582.66		\$ -	12%	\$ -
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	TOTAL DIRECT COSTS			\$ 4.17	\$ 0.43	\$ 2.34	\$ 1,038.33	\$ 107.07	\$ 582.66				\$ -
	Sales Tax					9.0%			\$ 52.44				
	Contractor Markup			31%	21%	21%	\$ 321.88	\$ 22.48	\$ 133.37				
	TOTAL WITH MARKUP						\$ 1,360.21	\$ 129.55	\$ 716.03				\$ -
	TOTAL CO AMOUNT REQUESTED									\$			2,206.00

Riverfront Park South Suspension Bridge
Garco Job #23-13

COR 05 - Demo and Replace Corbels

BI	Description	Qty	Unit	Direct Costs						Subcontractor Costs				
				Unit Prices			Item Totals			Unit Price	Subtotal	Prime Markup	Total w/ Markup	
				Labor	Equip	Material	Labor	Equipment	Material					
	Corbel Soffit	108	SF	\$ 48.40		\$ 37.96	\$ 5,227.20	\$ -	\$ 4,100.00	\$ -		12%	\$ -	
	Demo Corbels	1	LS	\$ 5,063.13	\$ 850.00	\$ 125.00	\$ 5,063.13	\$ 850.00	\$ 125.00	\$ 1,200.00	\$ 1,200.00		12%	\$ 1,344.00
	Form Corbels	247.2	SFCA	\$ 29.96	\$ 2.00	\$ 10.11	\$ 7,406.11	\$ 494.40	\$ 2,500.00				12%	\$ -
	Pour Corbels	5	CY	\$ 278.40	\$ 100.00	\$ 330.00	\$ 1,392.00	\$ 500.00	\$ 1,650.00	\$ 1,655.00	\$ 1,655.00		12%	\$ 1,853.60
	Cure Concrete	247.2	SF	\$ 3.87		\$ 2.00	\$ 956.66	\$ -	\$ 494.40					
	Strip Corbels	1	LS	\$ 3,998.41			\$ 3,998.41						12%	\$ -
	Rebar + Drill and Epoxy	36	EA	\$ 52.53		\$ 16.67	\$ 1,891.08	\$ -	\$ 600.00	\$ 3,873.00	\$ 3,873.00		12%	\$ 4,337.76
	Suspend end of Bridge/Re-Set Bridge	2	EA	\$ 1,980.00	\$ 200.00	\$ 250.00	\$ 3,960.00	\$ 400.00	\$ 500.00				12%	\$ -
	Extended Rent - Bridge Work Deck	2	MO			\$ 9,213.95	\$ -	\$ -	\$ 18,427.90				12%	\$ -
	Extended Rent - Access Platform	2	MO			\$ 1,564.00	\$ -	\$ -	\$ 3,128.00				12%	\$ -
	Extended Overhead	2.5	Months	\$ 12,886.40	\$ 7,696.41		\$ 32,216.00	\$ 19,241.03	\$ -				12%	\$ -
	Small Tools	475	Hrs			\$ 1.75	\$ -	\$ -	\$ 831.25				12%	\$ -
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	TOTAL DIRECT COSTS			\$ 24,341.10	\$ 8,848.41	\$ 11,551.44	\$ 62,110.60	\$ 21,485.43	\$ 32,356.55	\$ 6,728.00	\$ 6,728.00			\$ 7,535.36
	Sales Tax					9.0%			\$ 2,912.09					
	Contractor Markup				31%	21%	21%	\$ 19,254.29	\$ 4,511.94	\$ 7,406.41				
	TOTAL WITH MARKUP						\$ 81,364.89	\$ 25,997.36	\$ 39,762.96					\$ 7,535.36
	TOTAL CO AMOUNT REQUESTED									\$				154,661.00

Riverfront Park South Suspension Bridge
Garco Job #23-13

COR 06 - Pack Rust Repair

BI	Description	Qty	Unit	Direct Costs						Subcontractor Costs			
				Unit Prices			Item Totals			Unit Price	Subtotal	Prime Markup	Total w/ Markup
				Labor	Equip	Material	Labor	Equipment	Material				
	Pack Rust Repair	1	LS	\$ 2,461.50		\$ 621.65	\$ 2,461.50	\$ -	\$ 621.65		\$ -	12%	\$ -
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	TOTAL DIRECT COSTS			\$ 2,461.50	\$ -	\$ 621.65	\$ 2,461.50	\$ -	\$ 621.65				\$ -
	Sales Tax					9.0%			\$ 55.95				
	Contractor Markup			31%	21%	21%	\$ 763.07	\$ -	\$ 142.30				
	TOTAL WITH MARKUP						\$ 3,224.57	\$ -	\$ 763.95				\$ -
	TOTAL CO AMOUNT REQUESTED									\$			3,989.00

Report Selections:	Job: 231300	Job Status: Active
	Phase: 9010501600	Phase Status: Active, Inactive, Complete
	Cost Type: ALL	Division: ALL
	Tran. Type: AP, EQ, GL, IC, JC, PR, OH	Customer: ALL
	Vendor: ALL	Draw Appl. #: ALL
	Employee: ALL	A/P Contract Labor Hours? No
	Inv. Item: ALL	Master Job? No
	Cost Group: 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
Job: 231300 RIVERFRONT S SUSPENSION							
Phase: 901-05016-00 PACK RUST REPAIR Cost Type: L Labor							
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
Subtotal for Phase: 901-05016-00 PACK RUST REPAIR Cost Type: L Labor					46.00	0.00	2,461.50
Phase: 901-05016-00 PACK RUST REPAIR Cost Type: M Material							
07/17/23	AP	SHRWNS	SHERWIN WILLIAMS	Invoice 1099-9 dated 7/12/23			314.47
07/31/23	AP	EDGCON	EDGE CONSTRUCTION SUPPLY	Invoice F17479 dated 7/19/23			50.00
07/31/23	AP	EDGCON	EDGE CONSTRUCTION SUPPLY	Invoice F17479 dated 7/19/23			600.51
07/31/23	AP	EDGCON	EDGE CONSTRUCTION SUPPLY	Invoice F19798 dated 7/26/23			116.88
07/31/23	AP	SHRWNS	SHERWIN WILLIAMS	Invoice 5619-5 dated 7/31/23			110.30
Subtotal for Phase: 901-05016-00 PACK RUST REPAIR Cost Type: M Material					0.00	0.00	1,192.16
Phase: 901-05016-00 PACK RUST REPAIR Cost Type: O Other							
07/31/23	AP	EDGCON	EDGE CONSTRUCTION SUPPLY	Invoice F17479 dated 7/19/23			30.00
Subtotal for Phase: 901-05016-00 PACK RUST REPAIR Cost Type: O Other					0.00	0.00	30.00

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
Job 231300 Recap					46.00	0.00	3,683.66
Total for Job: 231300 RIVERFRONT S SUSPENSION							3083.15

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

Spokane Park Board

Briefing Paper



Committee	Riverfront	Committee meeting date: Sept 11, 2023	
Requester	Berry Ellison	Phone number: 625-6276	
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 #)	2022-0860		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Wesslen Construction Change Order #3 / Riverfront Lilac Butterfly Fabrication and Installation (\$1,751.50, plus applicable taxes)		
Begin/end dates	Begins: 09/14/2023	Ends: 12/31/2023	<input type="checkbox"/> 06/01/2525
Background/history: This change order adds several 3-D printed devices that will reduce the wear and tear of the Butterfly fabric.			
Motion wording: Move to approve Wesslen Construction, Inc. Change Order #3 for the Riverfront Lilac Butterfly Fabrication and Installation in the amount of \$1,751.50 (plus applicable taxes) from Park Capital Funds.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Wesslen Construction, Inc. Name: Jerry Wesslen Email address: jerry@wesslen.com Phone: (509) 534-4346			
Distribution: Parks – Accounting Parks – Sarah Deatrach Requester: Berry Ellison Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$1,751.50 (plus applicable taxes) Budget code: 1950			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City’s A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date:			
<input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



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		Expiration Date: 25-Aug-23 Rev:	
1	ea	\$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



Committee	Riverfront Park Committee	Committee meeting date: Sept. 12, 2023
Requester	Nick Hamad	Phone number: 509.363.5452
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 checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other	
City Clerks file (OPR or policy #)		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B, Obj. 1, (dog park)	Master Plan Priority Tier: Second Tier (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Resolution regarding the Riverfront Park Dog Park Location, Project Priority, and associated funding / Riverfront Park (no cost)	
Begin/end dates	Begins: 09/14/2023	Ends: <input type="checkbox"/> 06/01/2525
Background/history: This resolution: <ul style="list-style-type: none"> -Designates the Riverfront Park Dog Park as the highest priority project remaining from the RFP Capital Campaign. -Selects an alternative site just east of the forestry shelter to host the dog park. -Officially removes the south butterfly from the RFP capital campaign. -Allocates up to \$500,000 of RFP capital campaign funds to the RFP Dog Park, creating a total project budget of \$750k. -Resolves to complete & open the dog park to the public in 2024. 		
Motion wording: Motion to approve resolution regarding the Riverfront Park Dog Park location, project priority, and associated funding (no cost)		
Approvals/signatures outside Parks: <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		
Distribution: Parks – Accounting kim@spokanehumanesociety.org Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:		
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: N/A Budget code: N/A		
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 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



Committee	Riverfront Park	Committee meeting date: Sept 11, 2023	
Requester	Jonathan Moog	Phone number: 509-625-6243	
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 checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	Second Tier
Item title: (Use exact language noted on the agenda)	Personal Service Agreement with Park Mobile as Mobile Parking Payment System(s) Integrator		
Begin/end dates	Begins: 08/01/2023	Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
Background/history: 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%.			
Motion wording: Approve agreement with Park Mobile as mobile parking payment system integrator			
Approvals/signatures outside Parks: <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			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: Budget code: Varies 1400-54370-76901-36231			
Vendor: <input checked="" 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 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 15th 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
Total Implementation Fees:			\$0.00

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



Committee	Riverfront Park	Committee meeting date: Sept 11, 2023	
Requester	Jonathan Moog	Phone number: 509-625-6243	
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 checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	Interdepartment Agreement for Maintenance of CSO 26 Plaza and Monroe Street Bridge		
Begin/end dates	Begins: 08/01/2023	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
Background/history: 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.			
Motion wording: Approve Interdepartment Agreement for Maintenance of CSO 26 Plaza and Monroe Street Bridge			
Approvals/signatures outside Parks: <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			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: Budget code: Varies 1400-54310-76820-34799			
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

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