



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

4 p.m. Monday, February 5, 2024
Pavilion Conference Room/WebEx teleconferencing
Jonathan Moog – Riverfront Park Director

Committee Members:

X Gerry Sperling – Chair
X Kevin Brownlee
X Doug Kelley
X Hannah Kitz

Park Board:

Guests:

Yvonne Trudeau

Parks Staff:

Fianna Dickson
Berry Ellison
Amy Lindsey
Rhett McCall
Jonathan Moog

Summary

- The following item was approved for recommendation to the Park Board:
 - Garco Construction, Inc., change order #6 / Riverfront Park south suspension bridge renovation construction (\$84,103.54 plus applicable taxes)
 - Superlative Group, Inc / US Pavilion Sponsorship Sales Agreement (\$90,000, tax inclusive)
- The Campaign for Riverfront Spokane amendment/extension was presented as a discussion item
- The Riverfront Spokane 2023 year-end review was presented as an information item
- January 2024 operations report was presented by Jonathan Moog

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. March 11, 2024, 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 #6 / Riverfront Park south suspension bridge renovation construction \(\\$84,103.54 plus applicable taxes\)](#) – *Berry Ellison* presented. This change order includes added cost for cold weather protection, handrail modifications requested by owner, and reconciling bid items with actual work performed as well as a credit for reduced scope of work at electrical duct bank repair.
- **Motion #1** – Gerry Sperling moved to recommend the Garco Construction, Inc., change order #6 / Riverfront Park south suspension bridge renovation construction (\$84,103.54 plus applicable taxes)

Kevin Brownlee seconded.

The motion passed unanimously (4-0 vote). It is proposed to place this as a consent action item on the agenda for the February 8 Park Board meeting.

- B. [Superlative Group, Inc / US Pavilion Sponsorship Sales Agreement \(\\$90,000, tax inclusive\)](#) – *Jonathan Moog / Amy Lindsey* presented. This agreement retains The Superlative Group as the exclusive sponsorship sales service to solicit and negotiate US Pavilion naming rights opportunity with mission aligned partners. Requests for bids have previously been issued locally for naming rights for the US Pavilion without success. The decision was made to enlist the services of an organization with national and regional reach to assist with the process. The Superlative Group was selected through a competitive bid process.
- **Motion #2** – Gerry Sperling moved to recommend the Superlative Group, Inc / US Pavilion Sponsorship Sales Agreement (\$90,000, tax inclusive)

Doug Kelley seconded.

The motion passed unanimously (4-0 vote). It is proposed to place this as a regular action item on the agenda for the February 8 Park Board meeting.

Discussion items:

- A. [Campaign for Riverfront Spokane amendment/extension](#) – *Fianna Dickson* presented. The original agreement and goals were developed in 2017 and 2018, respectively. This amendment/extension re-prioritizes projects for the final phase of the campaign. Discussion and feedback on the proposed contract will be taken to the Campaign for Riverfront for consideration and then to City Legal for a final review before it will be brought to the RFP Committee for approval.

Discussion items:

- A. Riverfront Spokane 2023 year-end review – *Jonathan Moog / Amy Lindsey* presented. 2023 goals were reviewed and events, attendance, marketing, ticket sales, revenue, and accomplishments were highlighted.

Standing Report Items:

- A. January 2024 Operations Report –*Jonathan Moog* presented. Highlights included: 1) an update on the Expo 74 50th anniversary celebration efforts and planning, 2) the Numerica SkyRide will be undergoing annual maintenance in February, and 3) the new Attractions and Retail Manager

Adjournment: The meeting was adjourned at 5:40 p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. March 11, 2024, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT 6

Title: RIVERFRONT PARK SOUTH
SUSPENSION BRIDGE RENOVATION

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **GARCO CONSTRUCTION, INC.**, whose address is 4114 East Broadway Avenue, Spokane, Washington 99202, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide Riverfront Park South Suspension Bridge Renovation; and

WHEREAS, due to unforeseen conditions, additional work is required, thus the original Contract needs to be formally amended this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 20, 2023, 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. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 14, 2023 and shall run through June 1, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY-FOUR THOUSAND ONE HUNDRED THREE AND 54/100 DOLLARS (\$84,103.54)**, plus applicable sales tax, in accordance with Change Order 6, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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.

GARCO CONSTRUCTION, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

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:
Change Order 6

24-021

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 06**

NAME OF CONTRACTOR: Garco Construction, Inc

PROJECT TITLE: Riverfront Park South Suspension Bridge Renovation

CITY CLERK CONTRACT NUMBER: 2023-0446

<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT:</u>
Item #1: COR-014 - Cold Weather Protection	\$ 26,934.18
Item #2: COR-016 - Handrail Changes (by owner)	\$ 1,299.02
Item #3: COR-017 - Duct Bank Changes (Credit)	\$ (8,792.00)
Item #4: COR-018 - SOV Reconciliation	\$ 64,662.34

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TOTAL AMOUNT: \$84,103.54

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 2,099,949.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 276,018.10
CURRENT CONTRACT AMOUNT	\$ 2,375,967.10
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 84,103.54
REVISED CONTRACT SUM	\$ 2,460,070.64

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	06/01/2024
CURRENT COMPLETION DATE	06/01/2024
REVISED COMPLETION DATE	N/A

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney

Report Selections:	Job: 231300	Job Status: Active
	Phase: 9080101900	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 01/08/24
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: 908-01019-00 WEATHER PROTECTION Cost Type: E Equipment							
11/27/23	AP	STAREN	STAR RENTALS	Invoice 716338-13 dated 11/20/23			4,613.00
Subtotal for Phase: 908-01019-00 WEATHER PROTECTION Cost Type: E Equipment					0.00	0.00	4,613.00
Phase: 908-01019-00 WEATHER PROTECTION Cost Type: L Labor							
10/28/23	PR	CASADA	ADAM J CASTLE	Check# F12399	11.00		492.36
10/28/23	PR	JONERI	ERIC T JONES	Check# F12455	7.00		356.65
10/28/23	PR	MORJOG	JOSE G MORENO	Check# F12487	5.00		219.10
10/28/23	PR	SCHJEF	JEFFERY S SCHROEDER	Check# F12528	11.00		370.92
10/28/23	PR	SELJAC	JACOB R SELLERS	Check# F12530	2.00		67.44
10/28/23	PR	BURDEN - PR	PAYROLL BURDEN				840.17
11/04/23	PR	CASADA	ADAM J CASTLE	Check# F12604	18.50		973.53
11/04/23	PR	DOMMAT	MATHEW A DOMIN	Check# F12618	4.00		262.92
11/04/23	PR	JONERI	ERIC T JONES	Check# F12661	6.00		407.60
11/04/23	PR	LIEMIC	MICHAEL J LIEN	Check# F12674	4.00		197.22
11/04/23	PR	MORJOG	JOSE G MORENO	Check# F12694	4.00		262.92
11/04/23	PR	SCHJEF	JEFFERY S SCHROEDER	Check# F12730	14.00		539.52
11/04/23	PR	SELJAC	JACOB R SELLERS	Check# F12732	10.00		404.64
11/04/23	PR	BURDEN - PR	PAYROLL BURDEN				1,503.52
11/11/23	PR	CASADA	ADAM J CASTLE	Check# F12895	12.50		704.97
11/11/23	PR	DOMMAT	MATHEW A DOMIN	Check# F12906	1.50		76.69
11/11/23	PR	JONERI	ERIC T JONES	Check# F12942	1.50		89.16
11/11/23	PR	LIEMIC	MICHAEL J LIEN	Check# F12955	1.50		57.52
11/11/23	PR	SCHJEF	JEFFERY S SCHROEDER	Check# F13007	7.50		261.33
11/11/23	PR	SELJAC	JACOB R SELLERS	Check# F13009	6.50		227.61
11/11/23	PR	BURDEN - PR	PAYROLL BURDEN				751.28
11/18/23	PR	CASADA	ADAM J CASTLE	Check# F13075	10.00		447.60
11/18/23	PR	DOMMAT	MATHEW A DOMIN	Check# F13089	2.00		87.64
11/18/23	PR	JONERI	ERIC T JONES	Check# F13126	2.00		101.90
11/18/23	PR	LIEMIC	MICHAEL J LIEN	Check# F13138	2.00		65.74
11/18/23	PR	SCHJEF	JEFFERY S SCHROEDER	Check# F13191	8.00		269.76

GARCO CONSTRUCTION INC
Job Cost History Report From Inception To 01/08/24
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: 908-01019-00 WEATHER PROTECTION Cost Type: L Labor							
11/18/23	PR	SELJAC	JACOB R SELLERS	Check# F13193	12.00		404.64
11/18/23	PR	SPELAV	LAVONTAE SPENCER	Check# 531807			
11/18/23	PR	SPELAV	LAVONTAE SPENCER	Check# 531808	16.00		377.60
11/18/23	PR	SPELAV	LAVONTAE SPENCER	Check# F13199			
11/18/23	PR	BURDEN - PR	PAYROLL BURDEN				1,185.14
12/09/23	PR	CASADA	ADAM J CASTLE	Check# F13775	2.00		89.52
12/09/23	PR	BURDEN - PR	PAYROLL BURDEN				43.42
12/16/23	PR	CASADA	ADAM J CASTLE	Check# F13946	1.00		44.76
12/16/23	PR	DOMMAT	MATHEW A DOMIN	Check# F13959	5.00		219.10
12/16/23	PR	JONERI	ERIC T JONES	Check# F13997	5.00		254.75
12/16/23	PR	SELJAC	JACOB R SELLERS	Check# F14061	4.00		134.88
12/16/23	PR	BURDEN - PR	PAYROLL BURDEN				331.32
12/23/23	PR	JONERI	ERIC T JONES	Check# F14256	6.00		305.70
12/23/23	PR	SELJAC	JACOB R SELLERS	Check# F14312	4.00		134.88
12/23/23	PR	BURDEN - PR	PAYROLL BURDEN				220.62
Subtotal for Phase: 908-01019-00 WEATHER PROTECTION Cost Type: L Labor					206.50	0.00	13,786.04
Phase: 908-01019-00 WEATHER PROTECTION Cost Type: O Other							
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			52.28
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			175.00
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			175.00
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			175.00
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			175.00
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			107.91
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			100.00
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			350.00
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			225.00
10/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2310 dated 10/ 3/23 ADAM CASTLE			175.00
10/31/23	AP	ARGIND	ARG INDUSTRIAL	Invoice I118909 dated 10/31/23			87.60
10/31/23	AP	EDGCON	EDGE CONSTRUCTION SUPPLY	Invoice F44013 dated 10/18/23			357.92
10/31/23	AP	EDGCON	EDGE CONSTRUCTION SUPPLY	Invoice F46338 dated 10/26/23			589.25
10/31/23	AP	STAREN	STAR RENTALS	Invoice 717696-13 dated 10/30/23			591.21
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			175.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			175.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			100.43
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			70.38
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			175.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			175.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			175.00

GARCO CONSTRUCTION INC
Job Cost History Report From Inception To 01/08/24
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: 908-01019-00 WEATHER PROTECTION Cost Type: O Other							
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			250.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			175.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			100.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			100.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			100.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			40.32
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			100.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			100.00
11/10/23	AP	WATRVS	WASHINGTON TRUST-VISA	Invoice 2257_2311 dated 11/ 3/23 ADAM CASTLE			100.00
11/27/23	AP	EDGCON	EDGE CONSTRUCTION SUPPLY	Invoice F52159 dated 11/16/23			12.64
Subtotal for Phase: 908-01019-00 WEATHER PROTECTION Cost Type: O Other					0.00	0.00	5,459.94
Job 231300 Recap					206.50	0.00	23,858.98
Total for Job: 231300 RIVERFRONT S SUSPENSION							

Hours Amount	Equipment	Labor	Other	Total
908-01019-00 WEATHER PROTECTION	0.00	206.50	0.00	206.50
	4,613.00	13,786.04	5,459.94	23,858.98
Total	0.00	206.50	0.00	206.50
	4,613.00	13,786.04	5,459.94	23,858.98

GARCO CONSTRUCTION INC
Job Cost History Report From Inception To 01/08/24
Including P.O. Receipts and Payroll in Progress

UnPosted?

Unit of Measure

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Report Recap by Job					73	records processed	
Report Totals					206.50	0.00	23,858.98

Hours Amount	Equipment	Labor	Other	Total
231300 RIVERFRONT S SUSPENSION	0.00 4,613.00	206.50 13,786.04	0.00 5,459.94	206.50 23,858.98
Total	0.00 4,613.00	206.50 13,786.04	0.00 5,459.94	206.50 23,858.98

Report Selections:	Job: 231300	Job Status: Active
	Phase: 9110502700	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 01/08/24
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: 911-05027-00 CITY HANDRAIL CHANGES Cost Type: L Labor							
12/23/23	PR	BERDOU	DOUGLAS C BERKHOUSEN	Check# F14201	2.00		81.22
12/23/23	PR	GRAJOS	JOSH A GRAHAM	Check# F14237	2.00		81.22
12/23/23	PR	THORYA	RYAN M THOMSEN	Check# F14326	5.00		253.05
12/23/23	PR	WARMAS	MASON R WARNER	Check# F14338	3.00		130.83
12/23/23	PR	BURDEN - PR	PAYROLL BURDEN				445.30
Subtotal for Phase: 911-05027-00 CITY HANDRAIL CHANGES Cost Type: L Labor					12.00	0.00	991.62
Job 231300 Recap					12.00	0.00	991.62
Total for Job: 231300 RIVERFRONT S SUSPENSION							

Hours Amount	Labor	Total
911-05027-00 CITY HANDRAIL CHANGES	12.00	12.00
	991.62	991.62
Total	12.00	12.00
	991.62	991.62

GARCO CONSTRUCTION INC
Job Cost History Report From Inception To 01/08/24
Including P.O. Receipts and Payroll in Progress

UnPosted?

Unit of Measure

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount	
Report Recap by Job				5 records processed	Report Totals	12.00	0.00	991.62

<i>Hours</i> Amount	Labor	Total
231300 RIVERFRONT S SUSPENSION	<i>12.00</i> 991.62	<i>12.00</i> 991.62
Total	<i>12.00</i> 991.62	<i>12.00</i> 991.62

Spokane Park Board

Briefing Paper



Committee	Riverfront Park	Committee meeting date: Feb 5 2024	
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 <small>(Click HERE for link to the adopted plan)</small>	Goal L, Objective 1	Master Plan Priority Tier: <small>(pg. 171-175)</small>	First Tier
Item title: (Use exact language noted on the agenda)	Superlative Group, Inc / US Pavilion Sponsorship Sales Agreement (\$90,000, tax inclusive) - Amy Lindsey		
Begin/end dates	Begins: 02/08/2024	Ends: 08/08/2025	<input type="checkbox"/> 06/01/2525
Background/history: This agreement retains The Superlative Group as the exclusive sponsorship sales service to solicit and negotiate US Pavilion naming rights opportunity with mission aligned partners. The Superlative Group was selected through a competitive bid process. The term and compensation of this agreement is 18-months with an optional 1-year extension with a \$5000 per month retainer plus travel expenses. Park Board will approve any recommended naming rights partner from this process through a separate agreement. Once approved, The Superlative Group will be paid 17% in commission payments on the initial term and 15% on any renewals specified in another agreement.			
Motion wording: Approve US Pavilion Sponsorship Sales Agreement with the Superlative Group, Inc			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog, Amy Lindsey Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$90,000 Budget code: 1400-54341-76901-54201			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents: <input checked="" 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 checked="" type="checkbox"/> UBI: 604-499-806 Business license expiration date: 8/31/24 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION
PERSONAL SERVICE AGREEMENT
EXCLUSIVE SPONSORSHIP
SALES SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **THE SUPERLATIVE GROUP, INC.**, whose address is 2843 Franklin Boulevard, Cleveland, Ohio 44113 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Exclusive Sponsorship Sales Services; Spokane Pavilion Naming Rights Partnership, in accordance with RFP 5943-23, and Company’s Response which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. COORDINATION AND LIAISON.

Company shall fully coordinate all services under this Agreement with the Director of the City of Spokane Parks and Recreation Department, or his or her designee (the “Director”), and, as directed by the Director, with a designated supervisory manager or director for the City agency or agencies directly responsible for the affected City asset.

3. SERVICES TO BE PERFORMED:

a. Company shall diligently undertake and perform the sponsorship sales services as set forth on Exhibit B (the “Scope of Work”) to the City’s satisfaction; provided, however, that any exclusive rights provided to Company within the Scope of Work shall be subject to the City’s right to seek and obtain sponsorship opportunities and sales directly from potential sponsors. Further, notwithstanding anything to the contrary contained in this Agreement, Company shall not be compensated for sponsorship opportunities and sales which are obtained solely by the City. If the Company assists the City in securing a Naming Rights Agreement with an entity that the City solicited, the Company shall be entitled to the commission set forth in Section 5 on Naming Rights Income for such Naming Rights Agreement.

b. Sponsorship opportunities that are obtained by Company shall be memorialized in a written contract in the form provided and pre-approved by the City, which contracts shall

be executed by the City and the Naming Rights Partner in accordance with the City's Charter and the Spokane Municipal Code ("Naming Rights Agreement"). A "Naming Rights Agreement" shall be further defined as those contracts or agreements, including renewals, extensions, and modifications thereof, by which any entity enters to receive naming rights (together with any additional and ancillary presenting sponsor rights, official sponsor rights, or any other rights, benefits, or recognition, in whole or in part, related to such naming rights) to the Spokane Pavilion. The City shall provide the Company with a copy of any Naming Rights Agreement and any modification or renewal thereof effected at any time.

c. Company shall not arrange a sponsorship that would violate other City obligations or any law, rule, policy, or executive order of the City. Further, Company shall not do anything in the performance of the services contemplated hereunder that would tend to discredit, dishonor, reflect adversely upon, or in any way injure the good name, reputation, or business of the City.

d. The City reserves the absolute right in its sole discretion to refuse any sponsorship or naming rights opportunity presented by Company and the City shall not be liable for any commission fee in the event of such refusal.

e. Company is ready, willing, and able to provide the services required by this Agreement.

f. Company shall faithfully perform the services required by this Agreement in accordance with the terms of this Agreement and the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature.

4. TERM OF AGREEMENT.

The term of this Agreement begins on the last date of signature as set forth on the signature page below and shall run for eighteen (18) months, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed by agreement of the parties not to exceed one (1) additional one (1) year contract period.

5. COMPENSATION / PAYMENT.

City will pay Company a \$5,000 per month retainer plus reimbursable travel expenses which have been pre-approved by the City, not to exceed \$10,000 per year. Upon full execution of a Naming Rights Agreement, the City's obligation to pay retainer payments shall cease, effective the month following the month in which the Naming Rights Agreement is fully executed.

When a Naming Rights Partner has been selected and a Naming Rights Agreement has been approved and executed between City and Naming Rights Partner, City will pay Company Seventeen Percent (17%) commission on Naming Rights Income City actually receives pursuant to the approved Naming Rights Agreement for the entire initial term of the Naming Rights Agreement. City will then pay Company Fifteen Percent (15%) commission on Naming Rights Income City actually receives pursuant to the approved Naming Rights Agreement for the term of any and all renewals and extensions of the Naming Rights Agreement beyond the initial term, so

long as such renewal or extension is contemplated in the original Naming Rights Agreement or if the renewal or extension is not contemplated in the original Naming Rights Agreement, so long as the Company assists the City in the negotiation of the renewal or extension of the Naming Rights Agreement. Any and all consideration owed to the Company pursuant to this Agreement that is derived from Naming Rights Income, and the City's obligation to pay such consideration, shall survive the termination or expiration of this Agreement. The City's obligation to pay any retainer payments shall also survive the termination or expiration of this Agreement, in the event the payments have not been paid upon termination or expiration of this Agreement.

Any and all consideration owed to the Company pursuant to this Agreement that is derived from Naming Rights Income, and the City's obligation to pay such consideration, will be further set forth in a separate agreement to this Agreement once a Naming Rights Agreement is executed between the City and the Naming Right Partner. Following execution of the Naming Rights Agreement, the Company and the City will execute an agreement that will serve as the agreement from which the Company will be paid commission owed to it pursuant to the terms of this Agreement.

In the case of retainer payments, the Company shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Blvd., 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City reasonably objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

7. CITY OF SPOKANE BUSINESS LICENSE.

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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company 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.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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 Agreement 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 Company agrees to comply with, and to require

that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below:

- A. **Worker's Compensation Insurance** in compliance with the laws of the state from which the employee will be performing services;
- 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 include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **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 forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are

additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse

for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.

12. DEBARMENT AND SUSPENSION.

The Company has provided its certification 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. AUDIT.

The Company and its sub-Company shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its subcontractor 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 Agreement, the federal law shall prevail.

14. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. As stated in Section 5 above, any and all consideration owed to the Company pursuant to this Agreement that is derived from Naming Rights Income, and the City's obligation to pay such consideration, shall survive the termination or expiration of this Agreement. In addition, the City's obligation to pay any retainer payments shall also survive the termination or expiration of this Agreement, in the event the payments have not been paid upon the termination or expiration of this Agreement.

16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the

Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Notwithstanding anything in this Agreement to the contrary, this Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any proprietary information from the Company to the City. The Company shall retain the ownership rights to all proprietary information that it owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, trade secrets, technology, formulas, calculations, algorithms, or information pertaining to business operations and strategies, and information pertaining to customers and pricing.

In addition, this Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any intellectual property between the parties, unless set forth otherwise in this Agreement. The parties shall retain ownership right, title, and interest to all intellectual property that they owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, copyrights, patents, trademarks, and service marks.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

18. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall

have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with 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 Agreement by having legally-binding representatives affix their signatures below.

THE SUPERLATIVE GROUP, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

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 – Company’s Response to RFP
- Exhibit C – Definitions and Clarifications

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Company / 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 Company certifies, 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 Company is unable to certify to any of the statements in this contract, such Company 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 / Company / 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)

Bid Response Summary

Bid Number RFP 5943-23
Bid Title Exclusive Sponsorship Sales Service: Spokane Pavilion Naming Rights Partnership
Due Date Monday, July 24, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company The Superlative Group, Inc.
Submitted By Claire Reddy - Thursday, July 20, 2023 1:45:40 PM [(UTC-08:00) Pacific Time (US & Canada)]
 reddy@superlativegroup.com 2165929400

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
	6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES

7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Claire Reddy Vice President of Client Services reddy@superlativegroup.com 216-592-9400
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Kyle Canter Chief Operating Officer canter@superlativegroup.com 440-221-5392
DOCUMENTS TO UPLOAD:		
2	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	City of Spokane RFP #5893-23 - The Superlative Group.pdf
3	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	WA Business License.pdf
5	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



EXCLUSIVE SPONSORSHIP

SALES SERVICES

RFP #5893-23

Prepared for :



CONTACT INFO

2843 Franklin Blvd.
Cleveland, OH 44113
United States

E : canter@superlativegroup.com
W : www.superlativegroup.com
O : 216.592.9400



LEADING THE WAY



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City of Spokane
Parks and Recreation Division
808 W Spokane Falls Blvd.
Spokane, WA 99201

July 20, 2023

To whom it may concern,

It is with pleasure that we submit The Superlative Group's proposal for City of Spokane's RFP #5893-23 for Exclusive Sponsorship Sales Services for the Spokane Pavilion Naming Rights Partnership.

As detailed throughout our proposal, we believe that our core competencies and distinguished history in corporate sponsorship and partnership development and execution, on behalf of municipalities and other government agencies, make us uniquely qualified to work with Spokane.

We look forward to the opportunity to meet with you and other stakeholders to answer questions, discuss the methodology our firm has developed and explain how we plan to leverage our expertise and experience to lead the City of Spokane in this exciting opportunity.

The Superlative Group is a corporation; we would operate out of our headquarters in Cleveland, OH, for the duration of this project. We comply with the Terms and Conditions set forth in the RFP.

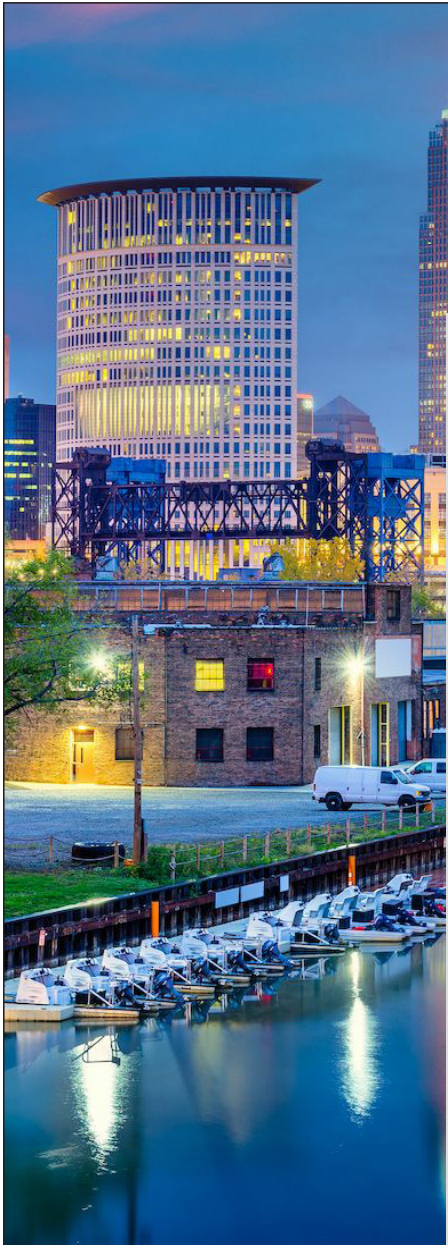
Good luck and good selling,

A handwritten signature in blue ink, appearing to read "Myles C. Gallagher", written over a blue circular stamp.

Myles C. Gallagher
President & CEO
gallagher@superlativegroup.com

QUALIFICATIONS

PARTNERSHIP PLAN



SPONSORSHIP IS EVOLVING. WE'RE LEADING THE WAY.

Headquartered in Cleveland, OH, with a satellite office in London, UK, The Superlative Group is the foremost expert in the valuation and sale of Naming Rights and corporate sponsorships for public and private sector clients. Founded in 1994 by current President and CEO Myles Gallagher, Superlative is an industry-leading team of sales executives, valuation analysts, attorneys and accountants that manage the entire sponsorship marketing process from stakeholder engagement, industry research and valuation to negotiating, closing and stewarding of partnerships. For nearly 30 years, Superlative has delivered more than \$3 billion in Naming Rights, sponsorship and premium seating revenue for our clients.

“Sponsorships continue to progress in value and complexity. Superlative is here to help.”

QUALIFICATIONS

MISSION & VALUES

At Superlative, superior customer service has been woven into the fabric of our firm since its inception. As a result, Superlative's culture and core beliefs are rooted in exceeding our clients' expectations. Our client focus is evident by the manner in which we organize and manage our projects:

- **Understanding each client's needs, objectives and desires;**
- **Building a sponsorship marketing and sales plan that meets those goals;**
- **Drawing upon our extensive experience to optimize Naming Rights and sponsorship inventory;**
- **Maximize sponsorship revenues through sales propositions and long-term agreements;**
- **Supplying senior management and on-site staff to direct and execute each plan**
- **Providing immediate feedback and ongoing reporting to each client as the project progresses.**



CORPORATE FACTS



+ \$3 BIL

REVENUE GENERATED
FOR OUR CLIENTS



29

YEARS IN
BUSINESS



1,075

COMPLETED
PROJECTS

QUALIFICATIONS

KEY PERSONNEL

MYLES GALLAGHER, CEO & President

Professional Qualifications: 36 years of Naming Rights and Sponsorship experience, 29 years as President and CEO of The Superlative Group

Educational Attainment: B.A., John Carroll University

Background: A sales and marketing leader with 36 years of experience in Sports Marketing, Corporate Consulting, Entertainment Property representation and Municipal Marketing, Gallagher opened his full-service agency, The Superlative Group, Inc., in January 1994.

Before founding The Superlative Group, Gallagher played a key role in premium seating and sponsorship sales with the Cleveland Indians during their transition from Cleveland Municipal Stadium to Jacobs Field (now Progressive Field) in the early 90s.

Gallagher also served in IMG's Motorsports Division, responsible for driver endorsements and team representation, as well as the sales and marketing of Motorsports events, where he represented such brands as Eddie Cheever, Jackie Stewart, and Emerson Fittipaldi and directed sales of the Marlboro Grand Prix and other prestigious properties. Prior to IMG, Gallagher served as the youngest brand manager in the tire industry at Dunlop Tire Corporation.

Gallagher pioneered the field of Municipal Marketing and has led the transition of Naming Rights from a sports stadium niche to an integral part of public infrastructure financing.

KYLE CANTER, Chief Operating Officer

Professional Qualifications: 17 years of experience in Naming Rights and sponsorship valuation, sales and consulting

Educational Attainment: B.A., Tiffin University

Background: As Chief Operating Officer of The Superlative Group, Canter is responsible for all aspects of business development, client management, strategic planning, staffing, financial forecasting and sales.

Canter has 17 years of experience in the Naming Rights, corporate sponsorship and premium seating analysis and sales arena. He's worked in the areas of municipal marketing, consulting, auto racing, rugby, basketball, baseball, hockey, music, beach volleyball and figure skating. His unique experience with municipal leaders at the federal, state and local levels combined with his understanding of C-suite leaders at some of the world's most successful and recognizable brands provide him an intuitive understanding of how executive teams value and analyze potential sponsorship and marketing partnerships. As corporate partnerships continue to expand, Canter has been a leader in the evolution of venue based corporate sponsorship programmes. He has worked across the professional and minor leagues negotiating and consulting on behalf of sponsors in all categories including healthcare, higher education, legal services, financial services, utilities, insurance, automotive, travel and more.

QUALIFICATIONS

PAT NIESER, Executive Vice President, Corporate Partnerships & Development

Professional Qualifications: 16 years of experience in public and private sector Naming Rights, partnerships, and sponsorship sales

Educational Attainment: B.S., Ohio University; M.B.A., Ohio University, M.S.A., Ohio University

Background: Pat Nieser brings over 16 years of experience in the sponsorship sales world with time spent in the NCAA, MLB, NBA, NFL and digital sports field. He has also consulted, activated and valued marketing opportunities with the majority of his time prior to Superlative spent selling corporate partnerships with the Cincinnati Bengals. During his time in Cincinnati, Pat was involved in major projects such as a stadium-wide Wi-Fi network installation.

At The Superlative Group, Pat has secured several Naming Rights, beverage rights, and partnership agreements on behalf of clients in the municipal, parks & recreation, sports, entertainment, healthcare, transit, higher education and convention sectors. Some of Nieser's successes include Miami-Dade Arena, the SAFE Credit Union Convention Center & Theater District, Greater Cleveland RTA, Mountain American Expo Center, and more. He is also deeply involved in business development and consulting efforts for the firm and enjoys working with the Valuation Division while leading the sales team.

Nieser has enjoyed developing partnerships with the CPG, retail, automotive, healthcare, malt beverage, financial services, insurance, and technology industries. He received his Master of Sports Administration and Master of Business Administration degrees from Ohio University and has enjoyed supporting the American Cancer Society, A Kid Again, Sports Biz Camps, University School and Ohio University through various volunteer and fundraising initiatives.

MATTHEW KORTE, Vice President, Corporate Partnerships & Development

Professional Qualifications: 15 years of experience in sponsorship, sports sales and development

Educational Attainment: B.A., Miami University

Background: Matt Korte joined The Superlative Group in early 2019 as Director, Corporate Partnerships. In his current role as the Vice President of Corporate Partnerships and Development for The Superlative Group, Matt is responsible for all aspects of business development, client management, strategic planning and sponsorship sales. His experience includes stops in Minor League Baseball working with Mandalay Sports Properties and the Frisco Roughriders, the NCAA with Wake Forest University's Athletic Department and most recently the Cleveland Cavaliers of the NBA. Through the years, Matt's focus has been on ticket sales leadership, premium inventory sales, development, networking and fostering long-term partnerships. During his time with the Cavaliers, Matt was instrumental in The Q Transformation Project; spearheading multi-year agreements for new hospitality spaces following a \$200M+ renovation to Quicken Loans Arena.

Korte has enjoyed working with clients throughout numerous industry sectors, including, but not limited to; Municipal, Higher Education, Transit & Automotive, Healthcare, Construction and Financial Services. His client profile at Superlative has covered numerous sectors from city and county governments, performing arts and symphony orchestras, colleges and universities and multiple transit agencies, such as the San Diego Symphony, Roebbelen Event Center, Raleigh Convention & Performing Arts Center, San Diego Metropolitan Transit System, the City of Irvine and the City of Palmdale to name a few.

He received his B.A. in Political Science from Miami University where he was active within the Athletic Department and ISP/IMG. In his free time, he enjoys spending time with his wife, son and two German Shepherds.

QUALIFICATIONS

CLAIRE REDDY, Vice President, Client Services

Professional Qualifications: 5 years of professional experience in client research and sales development and management

Educational Attainment: B.S., The Ohio State University

Background: As Vice President of Client Services, Claire Reddy is responsible for initial and continued client outreach and ongoing client support as well as the development of sales material and design work for Superlative. She has supported sale efforts for SAFE Credit Union Convention Center, Roebbelen Event Center, San Diego Symphony, San Diego MTS, Miami-Dade Arena, and more. Claire is vital to client servicing and acts as a direct link between the client and Superlative's executive team.

DAVID BARTOLOME MARTINEZ, Director of Corporate Partnerships & Development

Professional Qualifications: 15 years of professional experience in banking, financial analysis, business development, sports credit and risk analysis, and sport M&A consulting

Educational Attainment: B.S., Universidad de Zaragoza (Spain); MSc Sports Management and Marketing, Birkbeck – University of London

Background: Originally from Spain, David has lived in Ireland and the UK for almost 15 years. David started his professional career in banking at StateStreet in Ireland as a fund accountant. In 2011 he moved to London and started working for Bloomberg where he gained experience as a fixed income analyst for 18 months to transitioned into the fixed income specialist products department to become a business developing agent. For over 5 years, David helped penetrate fixed income platforms into Treasury houses, national debt management offices and international banks across Europe and Africa.

In 2014 and while working full time, David earned his Masters in Sports Management and Marketing at Birkbeck – University of London. In 2018, David joined 23 Capital, a boutique lending institution that provided financial solutions for European soccer. Within 23 Capital, David helped funding the transfers of Antoine Griezmann and Frenkie de Jong to FC Barcelona, Joao Felix to Atletico de Madrid, and provided tailored credit facilities to clubs such as Benfica, Watford and FC Barcelona. In 2020, David started his own consulting firm where he closely worked with investors who bid for European clubs like Sampdoria and Palermo (Italy), Cartagena, Burgos and Leganes (Spain), and Saint Etienne (France).

In 2022, he joined The Superlative Group where he is tasked with expanding the company's business lines in Europe.

QUALIFICATIONS

BRIAN MORACZ, Director, Legal & Client Services

Professional Qualifications: 4 years of experience negotiating and drafting a variety of contracts in the sports industry.

Educational Attainment: B.A., The Ohio State University; J.D., Cleveland-Marshall College of Law

Background: As Director of Legal and Client Services, Brian Moracz is primarily responsible for negotiating, drafting, interpreting, and managing contracts on behalf of The Superlative Group, while also assisting in client outreach. Additionally, he supports The Superlative Group by providing general legal counsel and analysis.

Prior to joining The Superlative Group, Moracz focused mostly on transactional law while also practicing in a limited capacity as a litigator. His prior experience consists mostly of drafting and negotiating commercial real estate agreements, sponsorship agreements, merger and acquisition agreements, and entity operating agreements. In addition to legal work, Moracz has worked in a myriad of capacities throughout the sports industry, with experience in minor league baseball, collegiate athletics at both the university and conference level, and professional hockey.

SEAN CAIN, Director, Corporate Partnerships & Development

Professional Qualifications: 4 years of experience in collegiate athletics and sponsorship sales

Educational Attainment: B.B.A., Adrian College; M.B.A., Ohio University, M.S.A., Ohio University

Background: Sean Cain brings over 4 years of professional experience working in non-profit fundraising and sponsorship sales. During his time with Superlative, Sean has worked on strategic sales campaigns for the San Diego Symphony Orchestra, Mohegan Sun Gaming & Entertainment, The Connecticut Sun (WNBA), the University of Louisville Athletic Department, and more.

Before Superlative, Sean spent time working in governance at the NCAA. He then focused on college athletic fundraising at The University of Nevada, Reno, and Ohio University. Sean's consulting career started when he developed partnership sales initiatives with clients like the NY Jets, Atletico Madrid, Burnley FC, Angel City FC, and the MLS. Sean also has agency experience on the brand side, working on sponsorship activations with ESPN, US Bank, and more.

Sean received his Bachelor's in Business Administration from Adrian College and Master of Business Administration and Sports Administration from Ohio University. He enjoys supporting his community by coaching youth and collegiate football and has found passion in supporting St. Jude's Children's Hospital, The Jimmy V Foundation for Cancer Research, Special Olympics, and both his alma maters—financially and through service.

QUALIFICATIONS

SEAN GALLAGHER, Director, Corporate Partnerships & Development

Professional Qualifications: 1 year of professional experience working under the elite Superlative sales team

Educational Attainment: B.S., Miami University

Background: Recently joining the Superlative sales team full time, Sean has been immersed in the company his entire life. He joins with over 3 years of intern experience where he worked under the sales team, drafting outreach materials, building outreach lists, and assisting with internal projects as needed. Sean is now supporting various sales campaigns under the Superlative Group portfolio in multiple sectors including, but not limited to parks and recreation, municipal, transit, micro-mobility, bikeshare and private-public infrastructure projects.

KAMERON BROWN, Manager, Client Services

Professional Qualifications: 1 year of professional experience in client research and the development of sales materials.

Educational Attainment: B.B.A., Kent State University

Background: Recently joining the team at Superlative full time, Kameron was an intern for the company 5 months prior. She continues to work alongside the Client Services team and continues work with the sales team in building outreach lists, producing outreach material, and assisting with client proposal development. With her background in graphic design, Kameron is also responsible for the development of sales material along with the design work for Superlative.



QUALIFICATIONS

OUR RELEVANT EXPERIENCE

CASE STUDY

RALEIGH CONVENTION & PERFORMING
ARTS COMPLEX

PROJECT SCOPE

Naming Rights,
Sponsorship Asset
Inventory &
Valuation

SUMMARY OF SERVICES

The Superlative Group was hired by the City of Raleigh to perform Naming Rights and sponsorship valuation and sales services for the Raleigh Convention and Performing Arts Complex and its assets. The complex is comprised of the Raleigh Convention Center, Duke Energy Center for the Performing Arts and the Red Hat Amphitheater. The team has completed the Phase I: Asset Inventory & Valuation. Upon delivery of the valuation report, the team moved into the Phase II Naming Rights & Sponsorship Sales Campaign for the RCPAC. Shortly after moving into sales, TSG secured an agreement for a new naming rights partner for the Center for the Performing Arts. The new partnership will span 20-years and deliver **\$14 million** in sponsorship revenue. Additionally, the team brought forward an exclusive pouring rights agreement that will generate **over \$1 million** in new revenue for RCPAC over a 10-year contract.

CASE STUDY

CITY OF SACRAMENTO

**PROJECT SCOPE**

Naming Rights,
Sponsorship
Asset Inventory,
Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was hired to conduct a valuation of assets inside and outside the Sacramento Community Theater that could benefit from corporate partnerships and sponsorships. The valuation team delivered the completed asset inventory and valuation to the City that identified the value of Theater Naming Rights and other key assets. The project team was subsequently re-hired by the City to re-visit Naming Rights and sponsorships for the Theater, Convention Center and Memorial Auditorium. The project team has completed a comprehensive report outlining key findings including top-tier partnerships and/or donor categories and key prospects for Naming Rights outreach. The sales team finalized a **25-year, \$23 million** Naming Rights deal with SAFE Credit Union for the Theater and Convention Center.

CASE STUDY

CUYAHOGA COUNTY, OH

**PROJECT SCOPE**

Naming Rights,
Sponsorship
Asset Inventory,
Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was hired as the exclusive Naming Rights consultant for the Cleveland Convention Center and Global Center for Health Innovation. The project team delivered a complete asset inventory and valuation. This included recommendation for the best approach to maximizing revenues, project asset prioritization, innovative ways to package assets for potential partners and determining a fair market value for Naming Rights to the Cleveland Convention Center and Global Center for Health Innovation. Superlative announced an agreement between the Cleveland Convention Center and FirstMerit Bank (now Huntington Bank) for Naming Rights, making the convention center the “FirstMerit Convention Center of Cleveland” (now “Huntington Convention Center of Cleveland”). The agreement is worth **\$10 million over 20 years**.

CASE STUDY

SALT LAKE COUNTY, UT



PROJECT SCOPE

Naming Rights,
Sponsorship
Asset Inventory,
Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was hired by SMG, South Towne Exposition Center and Salt Palace Convention Center to value the assets and develop a marketing plan to sell Naming Rights to the convention centers. Within a few months, Superlative delivered a comprehensive asset inventory and valuation for Naming Rights to the centers as well as exhibition halls and pre-function areas. The project team also provided opportunities for category sponsorships throughout the facility. Superlative has secured a **10-year, \$1.59 million** pouring rights agreement with Coca-Cola and secured Mountain America Credit Union as the Naming Rights partner to the South Towne Exposition Center at **\$4 million over 10 years**.

CASE STUDY

MIAMI-DADE ARENA



PROJECT SCOPE

Naming Rights,
Sponsorship
Asset Inventory,
Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was engaged by Miami-Dade County, FL, to value and sell the Naming Rights to American Airlines Arena, home of the Miami HEAT, in Miami, Florida. Once the comprehensive valuation was completed, Superlative secured a 19-year Naming Rights partnership totaling more than **\$215 million**. The arena is an international, versatile venue in a vibrant waterfront setting that has capacity for 21,000.

CASE STUDY

PLACER VALLEY TOURISM



PROJECT SCOPE
 Naming Rights,
 Sponsorship
 Asset Inventory,
 Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was hired by Placer Valley Tourism for detailed asset valuation to be followed by sponsorship and Naming Rights sales of their assets. Placer Valley redeveloped the county fairgrounds and rebranded the venue as @the Grounds to include a new sports complex and other highly visible attractions. Upon starting the sales campaign, Superlative secured an exclusive pouring rights agreement as well as an exclusive partnership for internet and telecommunication services for @the Grounds. With the 160,000-square foot event center opening in early 2020, The Superlative Group finalized a naming rights agreement that will generate in excess of **\$4 million over a 20-year** term agreement.

CASE STUDY

SAN DIEGO SYMPHONY

**PROJECT SCOPE**

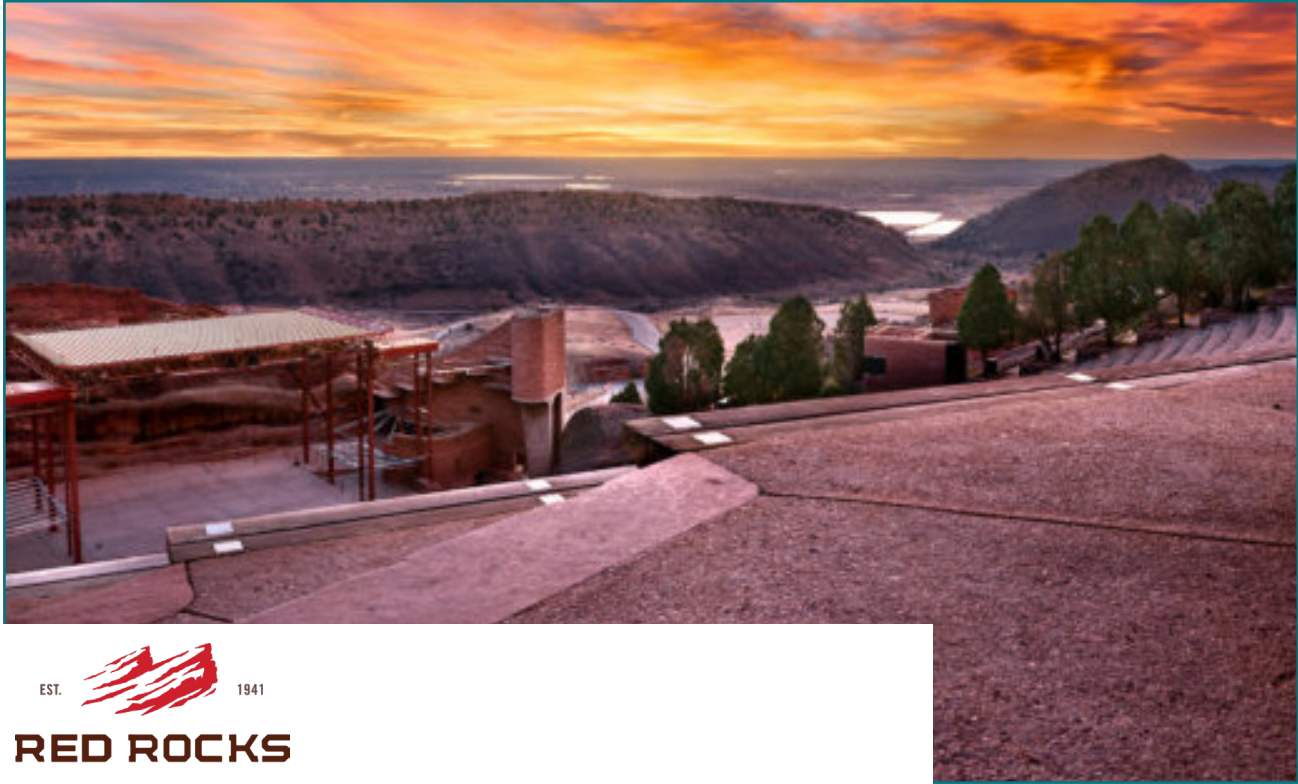
Naming Rights &
Sponsorship Asset Inventory,
Valuation & Sales

SUMMARY OF SERVICES

Superlative signed an agreement with the San Diego Symphony Orchestra to develop a holistic marketing and corporate fundraising strategy for the organization. The project includes a Fair Market Valuation of Naming Rights opportunities at the Jacobs Music Center—the Orchestra's home venue—and The Rady Shell at Jacobs Park, as well as an assessment of the potential revenue to be realised through premium seating sales at the Park, Concert Series Sponsorships and organization-wide Exclusive Partnerships in a variety of industry categories. The Superlative Group completed its Phase I analysis and is currently in Phase II strategic sales campaign for the Orchestra. To date, Superlative has secured an exclusive pouring rights agreement, hotel sponsorship, and multiple other partnerships including single-event and programmatic sponsorship for the inaugural summer season worth **over \$10 million** in total.

CASE STUDY

CITY & COUNTY OF DENVER, CO



SUMMARY OF SERVICES

Superlative was hired as the exclusive agent to serve the City and County of Denver for its sponsorship sales and management services. Prior to the sales phase, Superlative created in-depth sponsorship valuation for the Denver Coliseum, Denver International Airport, Denver Performing Arts Complex, Red Rocks Amphitheatre and Denver Public Library. Valuation deliverables included valuing current sponsorship assets and the potential for new assets as well as Naming Rights potential for the Denver Performing Arts Complex, Denver Coliseum and Denver Convention Center. The project team handles all sponsorship activation and sales for Denver Arts & Venues. As the sole agency handling sponsorship for the venue, we handle the scheduling of all onsite activation, fulfillment of all assets as well as all year-end recaps. We also handle the sponsorship of DAV events, such as Yoga on the Rocks, the Five Points Jazz Festival, Film on the Rocks and Fitness on the Rocks. Some of the sponsorship agreements Superlative has secured include:

- **3-year agreement with Brown-Forman for nearly \$300,000**
- **2-year agreement with Southwest Airlines for \$240,000**
- **3-year agreement with Miller-Coors for \$1.1 million**
- **5-year agreement with Pepsi for \$1.3 million**
- **2-year agreement with Jeep for \$330,000**
- **3-year agreement with Treasury Wine Estates for \$204,000**
- **3-year agreement with Red Bull for \$180,000**
- **2-year agreement with Conoco for \$300,000**

CASE STUDY

HOUSTON FIRST CORPORATION



Houstonfirst

PROJECT SCOPE

Naming Rights,
Sponsorship Asset
Inventory, Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was hired by Houston First to secure a pouring rights partner for a number of their theatres and entertainment facilities. The project team successfully secured Coca-Cola as the pouring rights partner under a **5-year, \$2.14 million** agreement. The project team was re-hired by Houston First to value assets and pursue Naming Rights and sponsorship partners. Assets include the George R. Brown Convention Center, Theater District (Wortham Theater and Jones Hall), Miller Outdoor Theater and a number of parking garages. Superlative has completed the Phase I Valuation report and has moved into the sales phase to procure the most valuable assets first.

CASE STUDY

ROCKFORD PARK DISTRICT, IL

**PROJECT SCOPE**

Naming Rights,
Sponsorship Asset
Inventory, Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was selected in June 2015 to serve as the sole Naming Rights and sponsorship consultant for the Rockford Park District's Sportscore Downtown and Sportscore II. The Rockford Park District is the third largest park and recreation system in Illinois and its network includes four sports complexes, five golf courses, four museums, two ice arenas, an equestrian center and numerous recreational paths and public gardens. The project team secured University of Wisconsin Health as the Naming Rights partner to the Sportscore Downtown at **10 years and \$2.1 million** as well as MercyRockford Health System on a **10-year, \$1.9 million** Naming Rights agreement to Sportscore I, Sportscore II and the Indoor Sports Center.

CASE STUDY

CITY OF WOODBURY, MN



PROJECT SCOPE

Naming Rights,
Sponsorship
Asset Inventory &
Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was selected to secure Naming Rights and sponsorship partners for Minnesota United Football Club's soccer stadium (National Sports Center), indoor multisport complex (Bielenberg Sports Complex) and the team kits. The project team completed a full asset inventory and valuation on the Bielenberg Sports Complex prior to the sale of Naming Rights and sponsorships. Superlative secured a **10-year, \$3 million** Naming Rights agreement to the Beilenberg Sports Complex with HealthEast Care System.

CASE STUDY

CITY OF PALMDALE, CA



PALMDALE
a place to call home

PROJECT SCOPE

Naming Rights,
 Sponsorship
 Asset Inventory,
 Valuation & Sales

SUMMARY OF SERVICES

The City of Palmdale hired The Superlative Group to serve as its exclusive sales and management agency to provide sponsorship sales and management services for City programs, events and facilities. Opportunities include on-site promotions, product sales, special events, sampling and more. The project team delivered a Phase I report, which identified and valued their current sponsorship assets, as well as identified potential new sponsorship assets to market and ultimately sell Naming Rights and sponsorships. Once the valuation was completed, the team moved into Phase II and immediately procured a City-wide Pouring Rights partnership totaling **over \$300,000**. In addition to the Pouring Rights agreement, the team also secured a Title Sponsorship totaling **\$275,000** for the City’s new Fitness Court currently under construction at the Pelona Vista Park.

CASE STUDY

CITY OF IRVINE, CA

**PROJECT SCOPE**

Sponsorship Asset Inventory,
Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was retained by the City of Irvine to complete an Assessment and Valuation of Amenities and Facilities at The Great Park. The City of Irvine, located in Orange County, California, has a population of nearly 224,000, and covers 65 square miles. The Great Park, situated on a section of the former Marine Corps Air Station El Toro, continues its evolution across approximately 1,300 acres as it attracts visitors to its ongoing amenities. The city-owned Great Park is an arts and sports recreational hub with 688 acres of parkland. Within that acreage is the development of a 194-acre Sports Complex. Recently, the project team secured a Presenting Sponsorship to the park with UCI Health. Over a possible 20-year agreement, the partnership will deliver **over \$13 million** in new revenue to the city while expanding offerings and activities across the venue.

CASE STUDY

CITY OF DALLAS PARKS & RECREATION



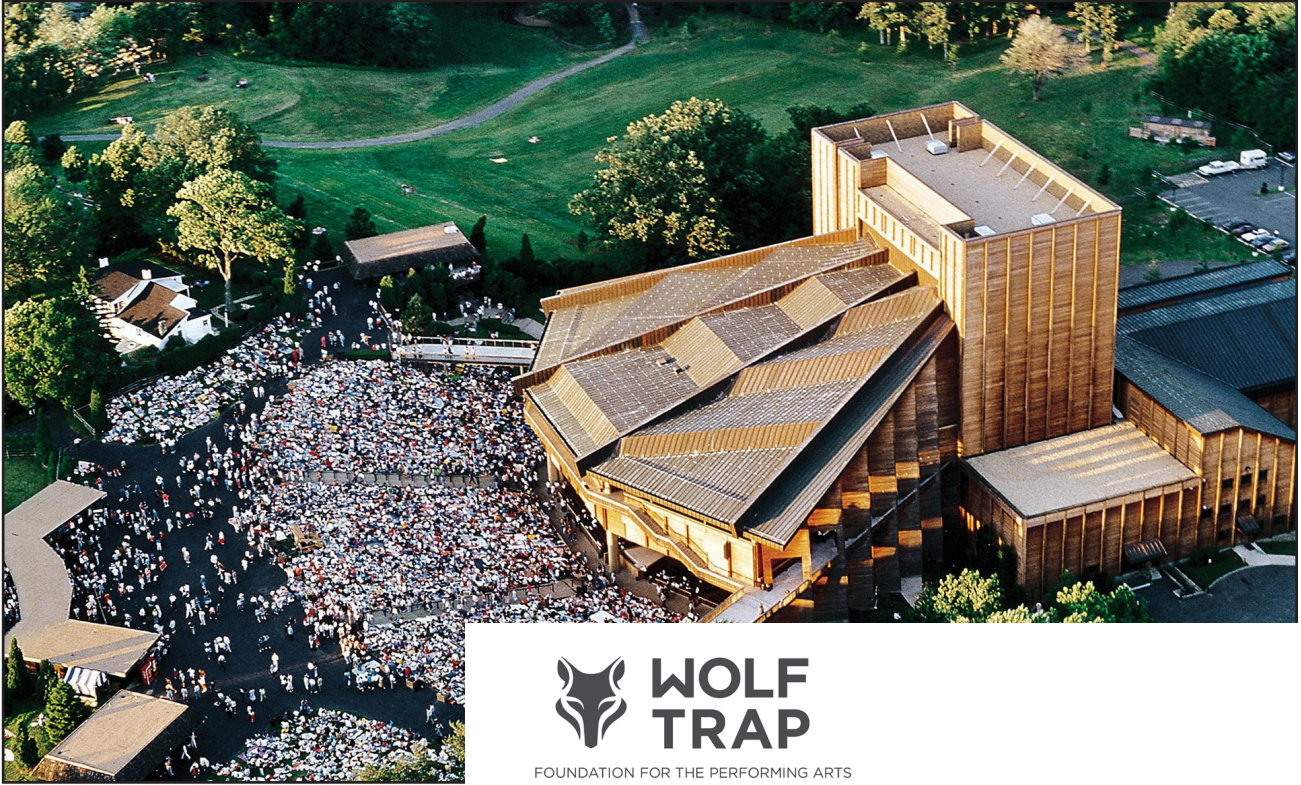
PROJECT SCOPE
Naming Rights,
Sponsorship Asset
Inventory & Valuation

SUMMARY OF SERVICES

The Superlative Group was recently hired by the City of Dallas Parks & Recreation to provide asset marketing and sponsorship consulting services for the Department. The City of Dallas Park and Recreation Department operates and manages one of the largest park systems in the country with over 20,000 acres of park land, 397 parks, and 41 recreation centers. The staff of the department manages and maintains athletic fields, aquatic centers, playgrounds, 158 miles of trails, tennis facilities, golf courses and dog parks. The department also hosts a variety of special events each year and welcomes over 30 million visitors throughout the entire park system. The project team has begun the Phase I Valuation.

CASE STUDY

WOLF TRAP FOUNDATION FOR THE PERFORMING ARTS



FOUNDATION FOR THE PERFORMING ARTS

PROJECT SCOPE

Naming Rights,
Sponsorship
Asset Inventory,
Valuation & Sales

SUMMARY OF SERVICES

Wolf Trap Foundation for the Performing Arts, the official partner to the National Park Service, retained the Superlative Group to provide Naming Rights and Sponsorship Asset identification and valuation services for its network of iconic venues, including the Filene Center, The Barns at Wolf Trap, Children's Theatre-in-the-Woods and the Center for Education. The project team has completed its Phase I analysis.

CASE STUDY

FISHERS PARKS, INDIANA



PROJECT SCOPE
Naming Rights,
Sponsorship
Asset Inventory &
Valuation

SUMMARY OF SERVICES

The Superlative Group was recently hired by Fishers Parks, Indiana, to serve as the exclusive sponsorship and Naming Rights representative of the City. The project team will complete a full asset database development, valuation and comprehensive Naming Rights and sponsorship program for the City's Parks and Recreation Department. Fishers Parks offers a variety of recreational area and parks, including splash pads, sledding hills, Nickel Plate District Amphitheater, and more. The project team has completed Phase I Valuation and has moved into Phase II Sales.

CASE STUDY

CITY OF FRISCO, TX

**PROJECT SCOPE**

Naming Rights,
Sponsorship Asset
Inventory, Valuation & Sales

SUMMARY OF SERVICES

Superlative was hired by the City of Frisco to begin a citywide sponsorship program. The project team was tasked with valuing and assessing city events, facilities, parks and other intangible/intangible assets. Events included in the valuation include Frisco Freedom Fest, Prelude to Freedom Fest, Merry Main Street, Frosty, Daddy Daughter Dance, Easter Eggstravaganza and Mother Son Dance. Facilities and other assets include the Frisco Athletic Center, Frisco Fun Radio, Frisco Fun Guide, Harold Bacchus Community Park, Senior Center, Frisco Heritage Center and Frisco Fire Safety Town. A comprehensive asset inventory and valuation was delivered, and the sales phase has already resulted in a new, city-wide partnership with a major health care network for sponsorship of several community events, initiatives and a presenting partnership for the Frisco Fire Safety Town.

CASE STUDY

CITY OF DORAL, FL

**PROJECT SCOPE**

Naming Rights,
Sponsorship Asset
Inventory & Valuation

SUMMARY OF SERVICES

The Superlative Group was recently hired by the City of Doral, Florida, to complete a full asset database development, valuation and comprehensive Naming Rights and sponsorship policy for the City's Parks and Recreation Department with a focus on their new Amateur Sports Complex. The Department operates and maintains nine parks with an abundance of amenities for all ages and lifestyles including: a community center, lighted sports fields, basketball courts, volleyball courts, bike trails, exercise stations, playgrounds, pavilions, etc. The project team has completed their Phase I Valuation.

CASE STUDY

MINNESOTA ORCHESTRA

**PROJECT SCOPE**

Naming Rights,
Sponsorship
Asset Inventory &
Valuation

SUMMARY OF SERVICES

The Superlative Group was retained by the Minnesota Orchestra to value the Naming Rights, sponsorships and other corporate partnership opportunities for the Orchestra. As the Orchestra continues to develop plans for future development, including a 20,000-seat outdoor theater, Superlative has remained engaged to assist in a project that will provide a natural platform to generate excitement in live music and outdoor entertainment in the Minneapolis-St. Paul area. The team completed the Phase I Valuation.

CASE STUDY

CITY OF CLEARWATER, FL

**PROJECT SCOPE**

Naming Rights,
Sponsorship Asset
Inventory & Valuation

SUMMARY OF SERVICES

Recently, Superlative was hired by the City of Clearwater, FL, to provide professional services related to asset inventory, valuation and the Naming Rights for Coachman Park. Coachman Park is a waterfront, open-air venue that hosts concerts, festivals and exhibitions year-round. It is currently under a \$15-million redevelopment, which is part of the City's \$85 million Imagine Clearwater Master Plan. The project team has completed Phase I and has moved into Phase II. Currently, there is a pending Naming Rights agreement worth **over \$16 million**.

CASE STUDY

CITY OF MIAMI GARDENS, FL



PROJECT SCOPE
Naming Rights,
Sponsorship Asset
Inventory & Valuation

SUMMARY OF SERVICES

The City of Miami Gardens recently retained Superlative to serve as their Naming Rights and sponsorship consultant. The project team is in the process of creating a comprehensive asset inventory and valuation of the Parks and Recreation Department's assets and events, as well as developing a sponsorship and Naming Rights policy. The project team recently completed the site visit and has completed the Valuation phase of the project. The project team will now move into sales.

CASE STUDY

RECREATION & PARK COMMISSION OF THE PARISH OF EAST BATON ROUGE

**PROJECT SCOPE**

Naming Rights,
Sponsorship
Asset Inventory &
Valuation

SUMMARY OF SERVICES

The Superlative Group was recently hired by the Recreation & Park Commission of the Parish of East Baton Rouge (“BREC”) to assist in performing a comprehensive asset inventory and valuation of BREC. Its assets include The Baton Rouge Zoo, trails, programmatic sponsorships, category partnerships, athletic complexes, rec centers, fitness centers, performance venues and future developments. Specifically for the Baton Rouge Zoo, the project team valued the Naming Rights for the renovated entrances and new habitats, pouring rights, category partnerships and programmatic partnerships. The project team has completed the Phase I Valuation.

CASE STUDY

PIERCE TRANSIT



PROJECT SCOPE
 Naming Rights,
 Sponsorship
 Asset Inventory,
 Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was hired by Pierce Transit in to provide naming rights and sponsorship consultancy services to develop a corporate partnership program for their new Bus Rapid Transit (BRT) route. Superlative finalized a Naming Rights partnership with MultiCare Health System in under a year. The agreement will provide Pierce Transit with **over \$11 million in revenue** over the course of the term while helping the health system provide access to care in the region. The Superlative Group is now focused on Naming Rights to stations across the new BRT line.

CASE STUDY

GONZAGA UNIVERSITY



PROJECT SCOPE

Campus Wide Corporate
Partnership Asset Inventory
& Valuation

SUMMARY OF SERVICES

Superlative was hired by Gonzaga University, located in Spokane, Washington, to serve as the exclusive university-wide corporate partnerships representative. The project team has performed a Phase I Valuation of the University's corporate partnership opportunities across campus. Superlative has also conducted an audit of the University's current sponsorship marketing activities, assist with the development of a coordinated campus sponsorship marketing initiative, and evaluate the viability of a sponsorship marketing program and associated revenue streams for Gonzaga. Superlative provided a comprehensive strategy and business plan for implementing a successful, coordinated sponsorship marketing program at the University. The project team has completed Phase I and launched Phase II.

QUALIFICATIONS

REFERENCES

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METHODOLOGY

OUR APPROACH

The Naming Rights and sponsorship industry is continually changing because we are changing it. Our approach challenges the outmoded belief that sponsorships are sold primarily by intangibles. We use an impressions-based valuation methodology that employs real-world values that can be later justified in a sales pitch. We speak the language sponsors speak, plain and simple. Every day, our executives are challenged to create innovative partnerships that will deliver optimum value to each client—whether it's a property or a sponsor.



WHY CHOOSE THE SUPERLATIVE GROUP?



GLOBAL REACH & RESOURCES



PROJECTS COMPLETED ON TIME & ON BUDGET



INCREASED VISIBILITY & REVENUE FOR OUR CLIENTS

METHODOLOGY

STRATEGIC SALES CAMPAIGN DEVELOPMENT

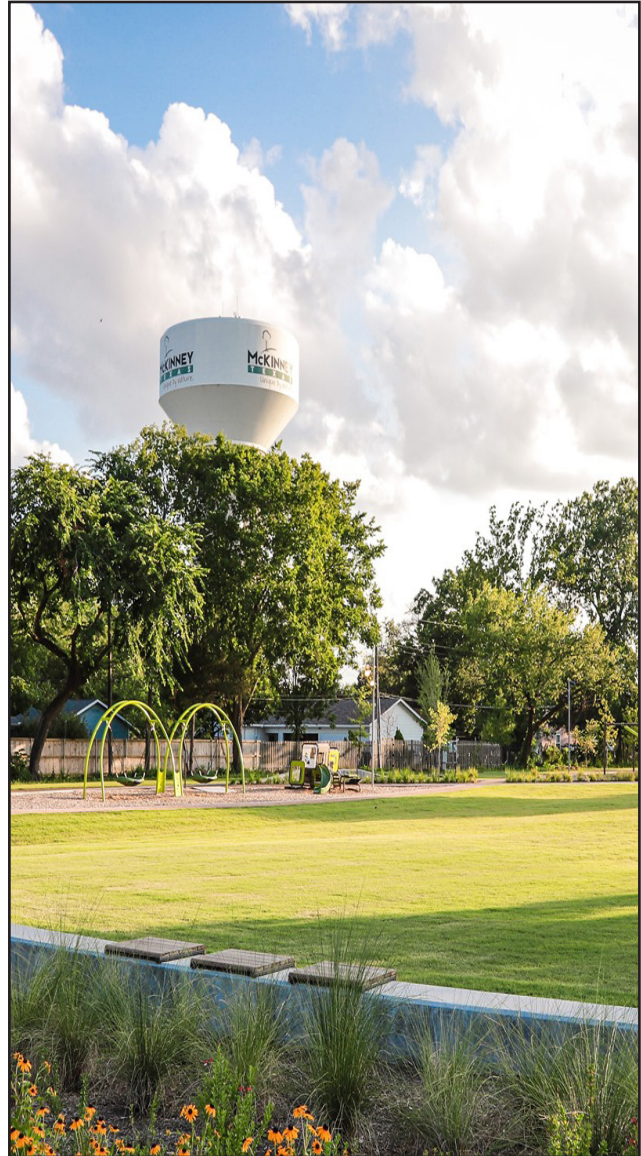
Superlative’s main priority is to generate maximum revenue for our clients. Superlative recommends beginning with the City of Spokane’s most valuable opportunities, which is the Naming Rights to the Spokane Pavilion, during the strategic sales campaign. Prioritizing assets in this manner ensures optimum revenue generation by taking the largest asks to market first. To ensure that coverage is comprehensive, Superlative uses a systematic approach to contact marketing partners



METHODOLOGY

PROSPECTING

- Collaborate closely with the City of Spokane's leadership and development teams on recommendations they may have;
- Exhaust Superlative's contact database of thousands of corporate contacts, which is continually updated;
- Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of the City;
- Promote sales campaign with a description of the City's initiatives through a myriad of resources;
- Create presentation material that will provide specific information for potential investments and/or partnerships with the City as part of the Naming Rights or sponsorship program, including:
 - Market/Demographic data;
 - Measured media value;
 - Value justification for unmeasured media;
 - Sponsorship benefits and options;
 - Options for renewal; and
 - Financial investment.



NEGOTIATING & COMPLETING AGREEMENTS

Superlative will assist in any way that is comfortable for the City. Superlative's executives can be the upfront negotiator or advise the City's stakeholders, depending on your desire and needs. Our firm understands that any initiated sponsorship sales services must adhere to Parks and Recreation's Sponsorships, Donations, Naming Recognition of Parks and Recreation Areas or Facilities Policy.

METHODOLOGY

PRESENT AGREEMENTS

Superlative is well versed in the appropriate procedures for announcements to local and national media outlets. Superlative will work with the City to accurately present a negotiated Naming Rights and sponsorships to the appropriate executives and media. It is important that Naming Rights and sponsorships be communicated accurately, both financially and politically, while being cognizant of objections and concerns.

CONTRACT FULFILLMENT

Superlative will work with the City to develop a system that accurately tracks the status of newly developed Naming Rights and corporate sponsorships. Our experience shows that contract fulfillment requires participation from development, legal and accounting functions to ensure high-quality partner relationships.



MANAGE & AUDIT ONGOING RIGHTS

Superlative establishes post-contract review mechanisms to ensure that all benefits owed to the City are captured and that the organization is meeting its obligations under these contracts. Superlative is a strong advocate of audits, especially when payments are performance based.

METHODOLOGY

ACTIVATION & AUDIT

After delivery of a campaign agreement, the project team will assist the City in the activation and compliance of each aspect of that agreement. Specifically, Superlative will:

- Finalize agreement terms and conditions;
- Assist the City with the first year of activation of each Naming Rights and/or sponsorship;
- Assist in the development of payment schedules and compliance issues; and
- Provide other services as requested by the City.

PROGRESS REPORTS

Superlative understands that effective communication with the client is a critical part of successful project delivery. As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meetings with target companies regarding any Naming Rights, corporate sponsorship or revenue-potential opportunity;
- On a monthly basis, to provide the City's an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call.

Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:

- Project timescales and sale priorities
- Status of progress of deliverables in Scope of Services
- Status of all activities, events and efforts
- Summary of meetings and presentations
- Summary of activity regarding market interest and feedback
- Summary of communications with potential partners
- Any deviations from project deliverables or schedule
- Plan of activities for next 30 days

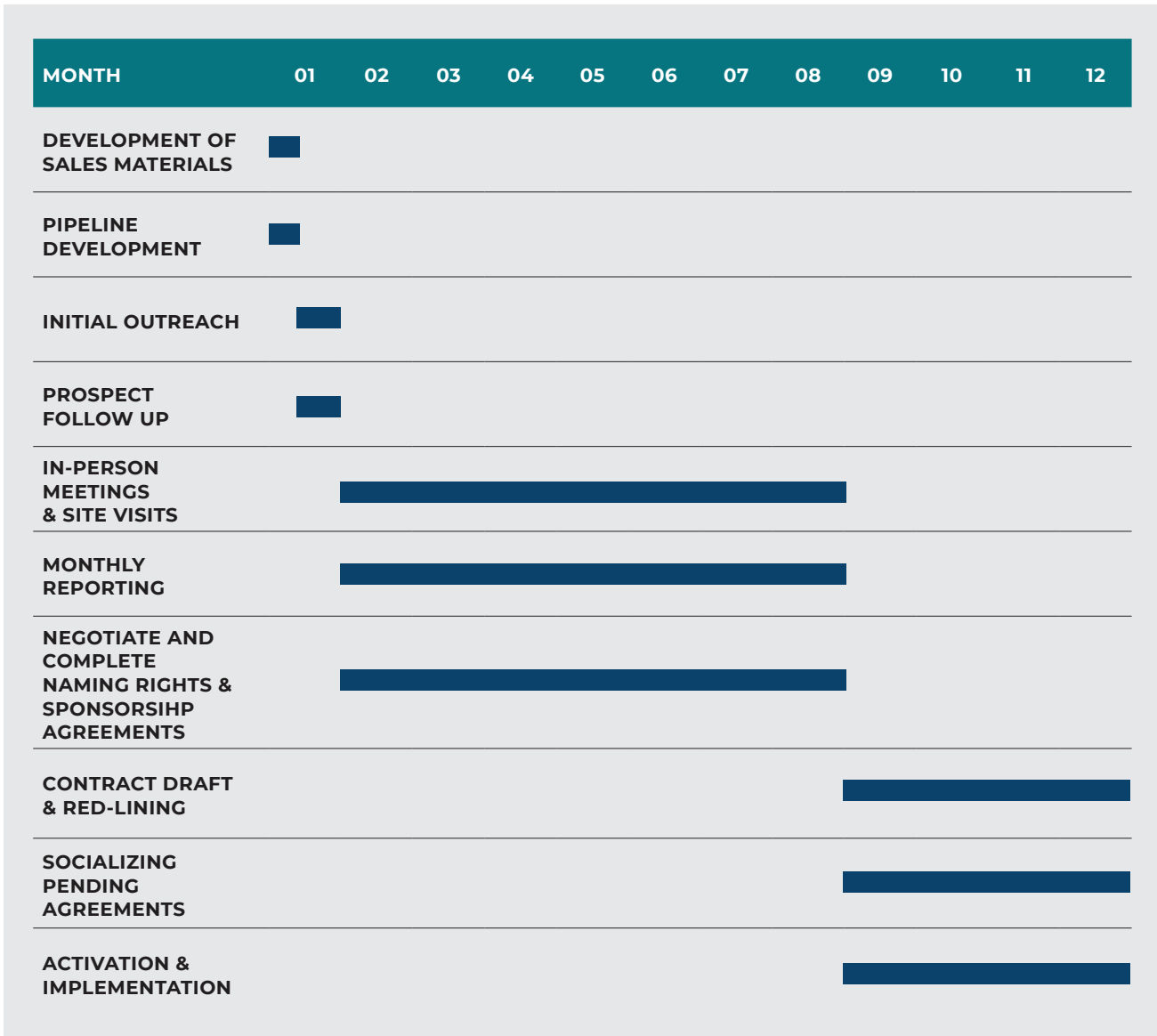
The Superlative Group will agree to the format with the City of Spokane's project team as part of our project initiation process.

METHODOLOGY

PROJECT TIMELINE

SALES CAMPAIGN

12 months, recommended minimum



METHODOLOGY

PHASE 2 SALES

WEEKS 1 – 2

DEVELOPMENT OF SALES MATERIALS

Superlative's design team will begin developing presentations, one-sheets and other sales materials using information obtained through the park-provided valuation as well as our own research, including audience demographics, proposed sponsorship value and images obtained through site visits and the City.

PIPELINE DEVELOPMENT

Superlative's sales executives will work with the City's personnel to develop a database of sponsor contacts, to be reviewed and agreed upon by the City staff prior to Superlative making its first call.

WEEKS 3 – 4

INITIAL OUTREACH

Superlative begins every new sales campaign with letters addressed to the C-Suite of prospect organizations. These letters are customized based on the prospect and contain hand-written notes. A general formatted letter is provided to the client ahead of time to allow for approval of the content of the outreach. The purpose of these letters is to introduce our firm as the exclusive sales agent representing the opportunity, provide an overview of the partnership goals and request an initial meeting.

PROSPECT FOLLOW UP

After initial outreach letters are delivered, Superlative will follow up via phone and email. Throughout this process, we work to secure initial calls and meetings with interested parties. Important to note, the initial outreach and follow up is always directed to the highest-ranking officials in an organization so that these transformative partnerships are properly vetted.

MONTHS 2 – 8

IN-PERSON MEETINGS AND SITE VISITS

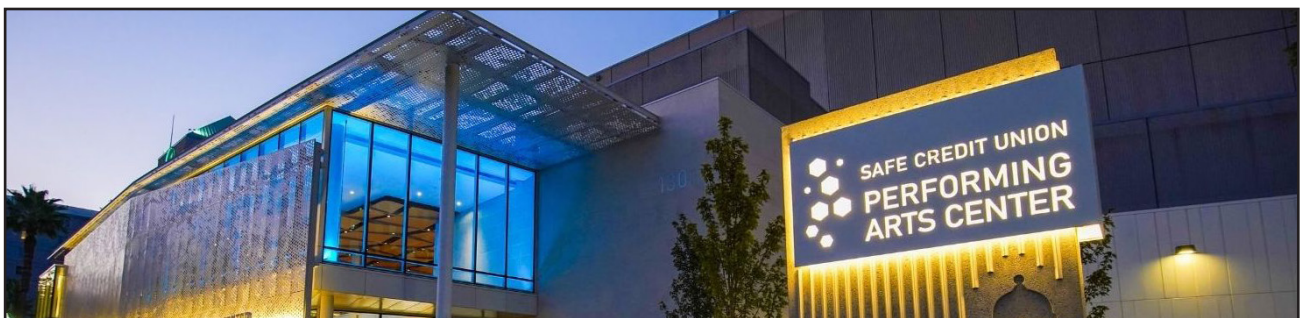
Superlative believes that the best and only way to ultimately build long-lasting, sustainable corporate partnerships is to develop relationships and trust with prospective partners. In order to accomplish this, our Sales Executives frequently travel to market to meet with entities in-person and, when beneficial, conduct site visits. Additionally, at the right point in the process, we invite our clients to take part in these meetings; again, always with the goal to develop relationships and build commonalities for future partnerships.

MONTHLY REPORTING

Superlative's sales executives will coordinate a regular conference call with the City leadership to provide regular updates on progress made to date. Additional calls may be requested on an ad hoc basis as sponsor interest and pitch meetings are secured. Superlative will provide an updated sales report the City's review prior to the call.

NEGOTIATE AND COMPLETE SPONSORSHIP AGREEMENTS

As noted above, Superlative's valuation process determines not only the fair market value of each opportunity, but also the range of contract value obtained by similar organizations from corporate sponsors. With the City's approval, Superlative will open negotiations at the ceiling of this range, or higher, and secure partnerships within the parameters of contract value provided, beginning with the City's most valuable assets first.



METHODOLOGY

PHASE 2 SALES

MONTHS 9 – 12

CONTRACT DRAFT AND RED-LINING

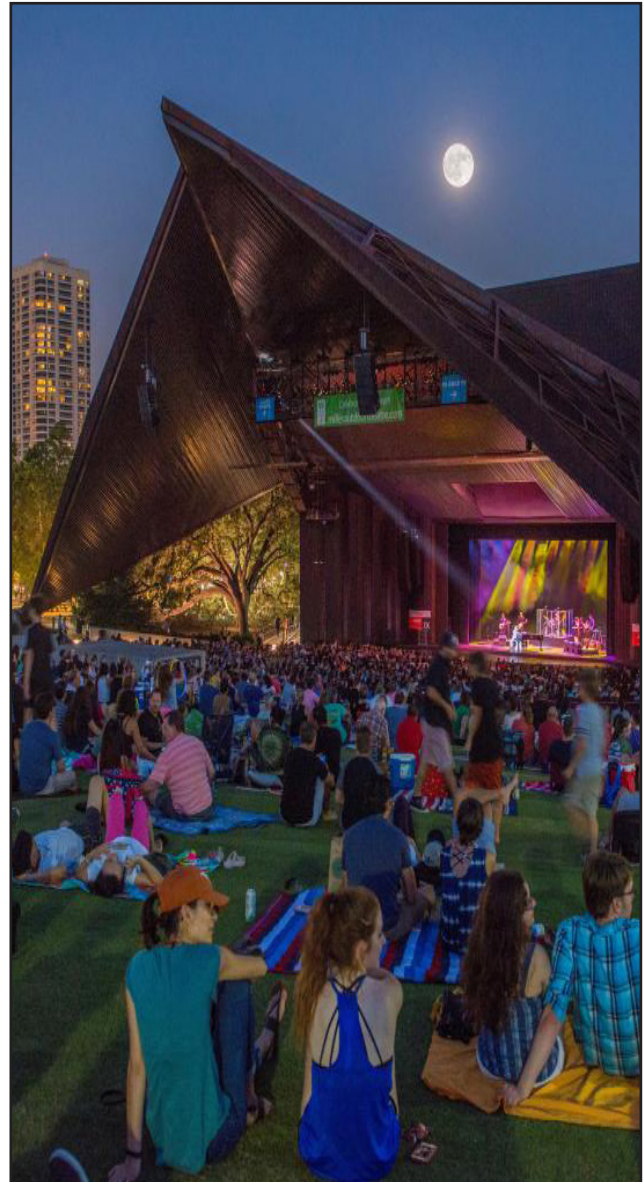
Superlative employs in-house counsel to assist in the drafting and editing of all sponsorship agreements. With a deep portfolio of benchmark agreements, we are able to draw on decades of experience in drafting sponsorship agreements that always seek to represent the best interest of our clients. As contract negotiations move forward, we are available to play an active or consultative role in the drafting or review of any pending agreement.

SOCIALIZING PENDING AGREEMENTS

Superlative understands the unique nature of implementing significant, long-term agreements and as a result takes a proactive role in socializing the major elements of the agreements with key stakeholders. Our Sales Executives will prepare briefing materials, conduct meetings, answer questions in order to fully explain the benefits of the partnership. We do this to ensure that pending agreements can be accepted and passed by governing boards, elected leaders or other leadership staff.

ACTIVATION AND IMPLEMENTATION

Upon execution of a contract, we remain invested in the activation process to ensure a seamless implementation of the partnership and that there is a smooth transition in managing the relationship. Ultimately, all of the sponsorship agreements we bring forth are relationships between our client and the new partner; we take an active role to ensure that relationship gets off to a successful start.





PRICING PROPOSAL

PHASE 2: SALES CAMPAIGN

OPTION 1

- \$4,000/month retainer plus 20% commission on all sales
 - All pre-approved travel reimbursed at cost
-

OPTION 2

- \$7,500/month retainer plus 15% commission on all sales
 - All pre-approved travel reimbursed at cost
-



WE LOOK FORWARD TO **OUR PARTNERSHIP**

CONTACT INFO

2843 Franklin Blvd.
Cleveland, OH 44113
United States

E : canter@superlativegroup.com

W : www.superlativegroup.com

O : 216.592.9400



LEADING THE WAY

EXHIBIT C

Definitions and Clarifications

“Naming Rights Partner” shall mean each entity secured by the Company that subsequently enters into a “Naming Rights Agreement” with the City. If any entity, including any charitable corporate foundation related to any Naming Rights Partner, elects to make a contribution in support of the Spokane Pavilion, then subject to the terms of the applicable Naming Rights Agreement, such entity making the contribution shall also be deemed a Naming Rights Partner and the contribution shall be deemed Naming Rights Income.

“Naming Rights Income” means all amounts paid or payable by or on behalf of any entity as consideration for the right to receive naming rights (together with any additional and ancillary presenting sponsor rights, official sponsor rights, or any other rights, benefits, or recognition, in whole or in part, related to such naming rights) to the Spokane Pavilion, regardless of whether such amounts are paid during the term of this Agreement or during any period following the last day of the term of this Agreement, pursuant to:

- Any Naming Rights Agreement which is executed with a Naming Rights Partner during the term of this Agreement;
- Any Naming Rights Agreement which is executed within twelve (12) months following the expiration or termination of this Agreement with any entity that was previously solicited by the Company to become a Naming Rights Partner and with which the Company had conducted good-faith discussions concerning the possibility of such entity becoming a Naming Rights Partner, and which entity is included by the Company on a list of entities delivered to the City by the Company within fifteen (15) days following the expiration or termination of this Agreement; and
- Any renewal, extension, or modification of any such contract or agreement described in the immediately preceding bullet points, so long as such renewal or extension is contemplated in the original Naming Rights Agreement or if the renewal or extension is not contemplated in the original Naming Rights Agreement, so long as the Company assists the City in the negotiation of the renewal or extension of the Naming Rights Agreement.



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.

- **Looff 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.

AGENDA SHEET FOR PARK BOARD MEETING OF: Nov. 17, 2017



Submitting Division
Parks & Recreation

Contact Person
Leroy Eadie

Phone No.
625-6204

OPR 2017-0872

CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Renewal Amendment Extension Other

Beginning date: Nov. 17, 2017 Expiration date: Nov. 16, 2022 Open ended

AGENDA WORDING:

Approve the Riverfront Park Campaign Agreement between the City of Spokane Parks and Recreation Division, and the Spokane Parks Foundation.

BACKGROUND:
(Attach additional sheet if necessary)

This agreement concerns the Riverfront Park Campaign to raise funds to help support the redeveloped Riverfront Park.

RECEIVED
DEC 06 2017
CITY CLERK'S OFFICE

RECOMMENDATION:

Approve the Riverfront Park Campaign Agreement, as presented.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Requester - Leroy Eadie Dept. Manager _____

Megan Qureshi Parks Accounting - Megan Qureshi

Pat Dalton Legal Dept. - Pat Dalton 11-20-17

Director of Parks & Rec - Leroy Eadie

DISTRIBUTION: Parks: Accounting Fianna Dickson

Parks: Pamela Clarke _____

Budget Manager: Tim Dunivant _____

Requester: Leroy Eadie _____

PARK BOARD ACTION: APPROVED BY SPOKANE PARK BOARD

President

Nov. 17, 2017

Fiscal Impact	Budget Account
Expenditure:	
\$107,480 - due 11/30/2017	1400-30210-76103-54101
\$112,500 - due 04/30/2018 <i>to be encumbered</i>	1400-30210-76103-54101
\$112,500 - due 03/31/2019 <i>in future years</i>	1400-30210-76103-54101
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____

Existing vendor
 New vendor – If so, please include vendor packet

Supporting documents:

- Quotes/Solicitation (RFP, RFQ, RFB)
- Contractor is on the City's A&E Roster City of Spokane
- Spokane Business registration expiration date: 11/30/2018
- W-9 (for new contractors/consultants/vendors) ACH Forms
- (for new contractors/consultants/vendors) Insurance
- Certificate (minimum \$1 million in General Liability)

UBI 601-844-887



City of Spokane
Parks and Recreation Division
RIVERFRONT PARK CAMPAIGN AGREEMENT

THIS 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 222 West Mission Avenue, Suite 10, Spokane, Washington 99201, as ("Parks Foundation"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City desires to solicit Donations to raise funds to help support the newly rebuilt Riverfront Park;

WHEREAS, the City and the Parks Foundation have a 66-year history of cooperation and collaboration on philanthropy programs and projects in support of Spokane Parks; and

WHEREAS, the City and the Parks Foundation desire to enter into an agreement concerning the Riverfront Park Campaign ("Campaign") to raise funds in furtherance of the goal described above:

NOW, THEREFORE, the parties agree as follows:

1. **PERFORMANCE.** The Parks Foundation will 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 raise \$3,000,000 minimum in the Riverfront Park Campaign (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). The City will provide to the Parks Foundation a list of projects, programs, and maintenance and operations costs that could be funded by Donor Designated Funds.

2. **CONTRACT TERM.** The Contract shall begin November __, 2017, and run through November __, 2022, unless terminated sooner.

3. **COMPENSATION.**

3.1 **Payment for Campaign Staff.** The City shall pay the Parks Foundation **THREE HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$332,480.00)**, including tax, for Campaign staff. The City shall pay such amount as follows:

Due Date for Payment	Payment Amount
November 30, 2017	\$107,480
April 30, 2018	\$112,500
March 31, 2019	\$112,500

3.2 **Payment of Expenses.** The City shall reimburse the Parks Foundation for costs

and expenses incurred by the Parks Foundation which are reasonably related to the Campaign, including but not limited to amounts incurred for office supplies, marketing materials, travel video, donor cultivation and recognition, and non-staff and consultant expenses. Such amounts shall not exceed **ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00)** over the term of this contract.

3.3 Payment of Administrative Fee. In addition to the amounts due under Sections 3.1 and 3.2, and consistent with the Fiscal Sponsorship Agreement between the City and the Parks Foundation attached as Exhibit "A," the Foundation will retain five percent (5%) of all Donations as an administrative fee.

4. PAYMENT; NOTICE OF ADMINISTRATIVE FEE RETAINED The Parks Foundation shall send its application for payment for the amounts described in Section 3.2, above, on or before the 15th of each month for expenses incurred the preceding month, to Parks and Recreation Division, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Park Foundation's application except as provided by state law. The Parks Foundation shall also advise the City on or before the 15th of each month of Donations received during the preceding month and the administrative fees thus earned and retained during such preceding month.

5. 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 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. 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.

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

7. 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.

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

9. 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.

10. TERMINATION. Either party may terminate this 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.

11. INSURANCE. During the term of the Agreement, 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 Agreement, the Parks Foundation shall furnish an acceptable insurance certificate to the City at the time the Parks Foundation returns the signed Agreement.

12. 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.

13. 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.

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

15. 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.

16. 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 Founda-

tion 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.

17. 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.

18. 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 Jessie Antman 4/27/17
Signature Date

By [Signature] 4/17/17
Signature Date

TERRI FOETNER
Type or Print Name

LEROY EADIE
Type or Print Name

EXECUTIVE DIRECTOR
Title

PARKS DIRECTOR
Title

Attest:
[Signature]
City Clerk (12/06/17)

Approved as to form:
[Signature]
Assistant City Attorney 11-20-17

Attachments that are part of this Contract:
Exhibit A – Fiscal Sponsorship Agreement
Exhibit B – Debarment Form

