



Special Meeting of the Spokane Park Board Agenda

3:30 p.m. March 19, 2020

City Council Briefing Center, lower level City Hall
808 W. Spokane Falls Blvd., Spokane, Washington

Park Board Members:

Jennifer Ogden – President
Bob Anderson – Vice president
Garrett Jones – Secretary
Nick Sumner
Rick Chase
Greta Gilman
Sally Lodato
Gerry Sperling
Barb Richey
Lori Kinnear – City Council liaison

Agenda

1. **Roll Call:** *Pamela Clarke*
2. **Additions or deletions to the agenda:**
3. **Consent agenda:**
 - A. Administrative and committee-level items:
 - 1) Feb. 13, 2020, regular Park Board meeting minutes
 - 2) Claims – February 2020 (\$1,590,089.18)
 - 3) 2020 turf and chemical value blanket (not to exceed \$195,000, tax inclusive)
 - 4) Numerica Credit Union sponsorship agreement extension
 - 5) Riverfront Park Committee meeting time change
4. **Special Guests:**
5. **Financial report and budget update:** *Mark Buening*
6. **Special discussion/action items:**
7. **Committee Reports – Action Items:**

Urban Forestry Tree Committee: March 3, 2020 – *Rick Chase*
A. Action items: None

Golf Committee: March 10, 2020 – *Gerry Sperling*
A. Action items: None

Land Committee: (The March 4 meeting was canceled.) – *Greta Gilman*
A. Action items: None

Recreation Committee: (The March 4 meeting was canceled.) – *Sally Lodato*

A. Action items: None

Riverfront Park Committee: March 9, 2020 – *Nick Sumner*

A. [Lancer Food Holdings concessionaire and catering services agreement](#)

Finance Committee: March 10, 2020 – *Bob Anderson*

A. [Continuation of Parks fleet replacement pilot program \(not to exceed \\$145,000, tax inclusive\)](#)

8. **Reports**

A. President: *Jennifer Ogden*

B. Liaisons:

1. Conservation Futures – *Greta Gilman*
2. Parks Foundation – *Gerry Sperling*
3. City Council – *Lori Kinnear*

C. Director: *Garrett Jones*

9. **Executive Session:**

10. **Correspondence:**

A. Letters/emails: None

B. Newsletters: Hillyard Senior Center

11. **Public Comments:**

12. **Adjournment:**

13. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. March 31, 2020, Finch Arboretum Woodland Center, 3404 W. Woodland Blvd.

Land Committee: 4 p.m. April 1, 2020, Finch Arboretum Woodland Center, 3404 W. Woodland Blvd.

Recreation Committee: 5:15 p.m. April 1, 2020, Finch Arboretum Woodland Center, 3404 W. Woodland Blvd.

Riverfront Park Committee: 3 p.m. April 6, 2020, Pavilion conference room, Riverfront Park

Golf Committee: 8 a.m. April 7, 2020, Finch Arboretum Woodland Center, 3404 W. Woodland Blvd.

Finance Committee: 3 p.m. April 7, 2020, Pavilion conference room, Riverfront Park

B. Park Board: 3:30 p.m. April 9, 2020, City Council Chambers

C. Park Board Study Session: No session is scheduled at this time.

Agenda is subject to change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or erahrclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Pamela Clarke	Phone number: 625-6241	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	n/a		
Item title: (Use exact language noted on the agenda)	Feb. 13, 2020, regular Park Board meeting minutes		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Park Board minutes for the Feb. 13, 2020, regular Park Board meeting			
Motion wording: Move to approve the Park Board minutes as presented as a consent agenda item.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Spokane Park Board

3:30 p.m. Feb. 13, 2020

City Council Chambers, lower level City Hall
808 W. Spokane Falls Blvd., Spokane, Washington

Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Rick Chase
- X Greta Gilman
- Sally Lodato (absent/excused)
- X Gerry Sperling
- X Barb Richey
- X Lori Kinnear – City Council liaison

Parks Staff:

Jason Conley
Mark Buening
Fianna Dickson
Nick Hamad
Mark Poirier
Al Vorderbrueggen
Jennifer Papich
Angel Spell
Katie Kosanke
Kevin Sharrai
Berry Ellison
Ryan Griffith
Carl Strong
Pamela Clarke

Guests:

Bette Largent
Don Largent
Largent family
Lisa Rosier
Hal McGlathery
Paul Knowles
Terri Fortner
Maren Murphy

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** *Pamela Clarke*
See above
2. **Additional or deletions to the agenda:**
 - A. **Park Board resignation/Jamie SiJohn** – *Nick Sumner* shared that Jamie SiJohn has resigned from the Park Board. He thanked Ms. SiJohn for her service, and said her voice and unique perspective will be missed.
 - B. **Consent agenda** – *Nick Sumner* requested consent agenda item #10, relating to the Golf Policy and Operations Manual amendment, be moved from the consent calendar to the Golf Committee report as a regular action item.
3. **Consent agenda:**

Administrative and committee-level items:

 - 1) Jan. 9, 2020, regular Park Board meeting minutes
 - 2) Claims – January 2020 (\$2,188,360.42)
 - 3) Reappointment to the Park Board/Nick Sumner
 - 4) Ditches Unlimited, Inc., construction change order #3/Manito Park Mirror Pond rehabilitation project (\$113,679.62, tax inclusive)
 - 5) Recreation Activity Guide value blanket vendor change/TPC Holdings Inc.
 - 6) Freight Way, Inc., contract amendment (\$6,500, tax inclusive)
 - 7) LaRiviere, Inc., revised construction contract/North bank playground (\$9,262,949.39, tax inclusive)
 - 8) Oxarc aquatics chemical value blanket (not to exceed \$103,000, including freight and tax)
 - 9) Water heater replacement from major repair reserve/Riverfront Park Skate Ribbon

(\$36,028.48, tax inclusive)

Motion No. 1: Nick Sumner moved to approve consent agenda items #1-#9, as presented.

Rick Chase seconded.

Motion carried with unanimous consent (8-0 vote).

4. **Special Guests:**

A. Bette Largent retirement – *Gerry Sperling* and *Garrett Jones* shared some of the accomplishments and fun facts relating to Looff Carrousel caretaker Bette Largent. She recently retired from Parks after 28 years' of service as a Parks employee which involved the restoration and care of the 111-year-old carrousel. Plans are underway to permanently recognize Mrs. Largent at the Looff Carrousel. Mrs. Largent introduced her grandchildren and other family members who were in attendance, and thanked them for their love and support. She concluded by thanking the Park Board and staff for their support and opportunity she was given to care for the carrousel.

B. Spokane Youth and Senior Centers' Association quarterly update – *Lisa Rosier*, Southside Community Center executive director, presented the 2019 yearend report which included a recap of the activities, fundraising accomplishments and participation hours at Spokane's 10 youth, senior and community centers.

5. **Financial report and budget update:** – *Mark Buening* reported there is no financial report this month since the yearend closeout figures are not available at this time. This is standard for this month of the year. There will be a double report next month which will include the end-of-year 2019 financial report and the monthly report.

6. **Special Discussion/Action Items:**

A. 2020 Park Board officers – *Barb Richey* presented the 2020 Park Board slate of officers recommended by the Nomination Ad Hoc Committee. The committee recommended appointing Jennifer Ogden as president, Bob Anderson as vice president and Garrett Jones as secretary. Park Board members thanked Nick Sumner for his leadership and service as board president for the past year.

Motion No. 2: Barb Richey moved to accept the 2020 slate of officers as recommended by the Nomination Ad Hoc Committee.

Greta Gilman seconded.

Motion carried with unanimous consent (8-0 vote).

B. Park Board committee assignments – *Jennifer Ogden* presented a revised list of committee assignments for the board's consideration.

Motion No. 3: Jennifer Ogden moved to approve the list of committee assignments, as presented.

Bob Anderson seconded.

Motion carried with unanimous consent (8-0 vote).

7. **Committee Reports:**

Urban Forestry Tree Committee: Feb. 4, 2020, *Jennifer Ogden*

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. March 3, 2020, at the Woodland Center, Finch Arboretum.

Golf Committee: Feb. 11, 2020, *Gerry Sperling*

A. Doug Phares contract amendment – *Jason Conley* presented a proposed change to the current contract with Indian Canyon Golf Professional Doug Phares. In 2018, the Park Board took out a \$7.5 million SIP loan to fund golf course irrigation projects at the four city courses. Indian Canyon was the first course to undergo irrigation improvements. Based on a three-year financial lookback, the city owes the golf pro \$75,000 in lost revenue in 2019 due to the disruption of play during construction. The proposed contract amendment will repay Mr. Phares with the pro receiving 10% of the green fees until the debt is repaid.

Motion No. 4: Gerry Sperling moved to approve the contract amendment with Indian Canyon Golf Professional Doug Phares, as presented.

Bob Anderson seconded.

Motion carried with unanimous consent (8-0 vote).

B. Golf Policy and Operations Manual amendment – *Mark Poirier* presented the proposed amendments to the Golf Policy and Operations Manual. The last update was in 2013 and since that time, a number of factors impacting operations have evolved requiring an update to policies and the manual. Mr. Poirier presented the proposed amendment, including changes to the on-line tee time reservations “no show” policy and regulations relating to golf marshals.

Motion No. 5: Gerry Sperling moved to approve the proposed amendments to the Golf Policy and Operations Manual, as presented.

Rick Chase seconded.

Motion carried with unanimous consent (8-0 vote).

C. The next scheduled meeting is 8 a.m., March 10, 2020, Finch Arboretum, Woodland Center.

Land Committee: Feb. 5, 2020 *Greta Gilman*

A. Conservation Futures - Beacon Hill property ownership/Rayner and Collin properties – *Al Vorderbrueggen* presented a proposal authorizing the ownership by the city of the Rayner and Collin properties if the properties are acquired through the Conservation Futures program. Mr. Vorderbrueggen explained the Conservation Futures Evaluation Committee is a volunteer group made up of representatives from the city and county who evaluate and create a ranked and prioritized list of properties for County Commissioners to consider for acquisition. If successfully acquired, three properties in the Beacon Hill area, which include the Rayner, Collin and Paras properties, will connect the Beacon Hill area for non-motorized, public recreation. The area would continue to be maintained through the agreement with Evergreen East Mountain Bike Alliance.

Motion No. 6: Greta Gilman moved to approve ownership of the Rayner and Collin properties if the properties are acquired through the Conservation Futures program.

Barb Richey seconded.

Motion carried with unanimous consent (8-0 vote).

B. Spokane County Park Plan resolution/Beacon Hill Trail System – *Nick Hamad* provided background on the Beacon Hill Master Plan which was adopted by the Spokane County Commissioners and the Spokane County Park Advisory Board. Staff is requesting the Park Board approve a resolution to adopt a portion of the plan pertaining to the Beacon Hill projects located in the Beacon Hill and Camp Sekani areas. He added this is a no-cost action item to the Park Board.

Motion No. 7: Greta Gilman moved to approve a resolution to adopt a portion of the 2020 Spokane County Park Plan pertaining to the Beacon Hill project, as presented.

Barb Richey seconded.

Motion carried with unanimous consent (8-0 vote).

C. Library MOU for Liberty Park court replacement – *Garrett Jones* presented a proposed memorandum of understanding between the Park Board and the Library Board of Trustees outlining a plan to replace sport courts which were displaced due to construction of the new library branch at the Liberty Park. The MOU involves a \$175,000 allocation from the Library Board to replace the tennis courts. In July 2019, the Park and Library boards entered into an agreement which involved Parks leasing property to the Library Board for the construction of the Liberty Park Library.

Motion No. 8: Greta Gilman moved to approve the memorandum of understanding between the Park Board and the Library Board relating to the replacement of the displaced tennis courts at Liberty Park.

Barb Richey seconded.

Motion carried with unanimous consent (8-0 vote).

D. Design Workshop, Inc., consulting contract for Parks and Public Open Space Master Plan/Park System (\$240,030, non-taxable service) – *Nick Hamad* presented the proposed consulting contract for the Parks and Public Open Space Master Plan for the Spokane Park system. Staff recommendation is to award low bidder Design Workshop, Inc., in the amount of \$240,030, to update the master plan. The state requires a current Park-wide plan in order for Parks to remain eligible to apply for and receive grant funding. The last update to the city's plan was in 2010. The new plan is scheduled to be completed by Dec. 14, 2020.

Motion No. 9: Greta Gilman moved to approve the consulting contract with Design Workshop to update the Parks and Public Open Space Master Plan in the amount of \$240,030.

Barb Richey seconded.

Motion carried with unanimous consent (8-0 vote).

E. The next scheduled meeting is 4 p.m. March 4, 2020, Woodland Center, Finch Arboretum.

Recreation Committee: Feb. 5, 2020 *Sally Lodato*

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. March 4, 2020, Woodland Center, Finch Arboretum.

Riverfront Park Committee: Feb. 10, 2020, *Jennifer Ogden*

A. CXT, Inc., prefabricated ADA restroom purchase agreement/West Havermale (\$113,559.72, tax inclusive) – *Berry Ellison* presented a request to purchase a prefabricated

restroom at the West Havermale from CXT in the amount of \$113,559.72, tax inclusive. The restroom will include increased floor space for ease of ADA access, adult-size changing tables, heating and insulation, mop sink and drinking fountain near the new West Havermale playground.

Motion No. 10: Jennifer Ogden moved to approve the purchase of a prefabricated restroom at the West Havermale playground from CXT in the amount of \$113,559.72, tax inclusive.

Rick Chase seconded.

Motion carried with unanimous consent (8-0 vote).

B. F.A. Bartlett Tree Experts tree work contract amendment #7/ West Havermale (\$16,020.42, time and materials, tax inclusive) – *Berry Ellison* presented the proposed contract amendment #7 with F.A. Bartlett Tree Experts for arborist services on West Havermale Island. No additional contract amendments are anticipated for the project.

Motion No. 11: Jennifer Ogden moved to approve contract amendment #7 with F.A. Bartlett Tree Experts for arborist services on West Havermale Island in the amount of \$16,020.42, time and materials, tax inclusive.

Greta Gilman seconded.

Motion carried with unanimous consent (8-0 vote).

C. The time and date for the next regularly scheduled meeting will be determined in the coming weeks.

Finance Committee: Feb. 11, 2020, *Bob Anderson*

A. Resolution authorizing the use of excess Riverfront Park bond proceeds on other capital projects – *Garrett Jones* presented a proposed resolution authorizing the use of excess Riverfront Park bond proceeds on other capital projects within the Park system. Mr. Jones provided background on the \$64.3 million in obligation bonds which the City sold in 2015 to support the redevelopment of Riverfront Park. All of those funds must be encumbered, committed or expended within five years of the bond issuance making the deadline March 27, 2020. The bond proceeds have already been spent or encumbered by the terms of the bond covenant and IRS regulations. The interest earnings from the bond must be utilized in the same way as the bond proceeds. The bond language spelled out if the five bond projects were committed and completed, then any remaining funds can be used for other capital projects within Riverfront Park or within the Park system.

Motion No. 12: Bob Anderson moved to approve a resolution giving the Park Board authority to use remaining proceeds from the 2015 Park bond for other capital needs in the Park system.

Greta Gilman seconded.

Motion carried with unanimous consent (8-0 vote).

B. The next regularly scheduled meeting is 3 p.m. March 10, 2020, in the Pavilion conference room, Riverfront Park.

8.

Reports:

Park Board President: *Jennifer Ogden* thanked the board for the opportunity to serve as

Park Board president and thanked Nick Sumner for his service. She announced the following board members have agreed to serve as liaisons on the following: Greta Gilman, Conservation Futures; Nick Sumner, Conservation Futures (alternate); Gerry Sperling, Spokane Parks Foundation; and Lori Kinnear, Spokane City Council.

Liaisons:

1. Conservation Futures – No report was given.
2. Parks Foundation – No report was given.
3. City Council – *Lori Kinnear* reported *Betsy Wilkerson* was recently appointed as the new council member representing District 2. Ms. Kinnear provided an update on a new pilot program involving the use of goats to reduce vegetation which serves as fuel for wildfires. She explained the goats eat down vegetation to lower the wildfire risk in a natural way that is good for the environment. Ms. Kinnear looks forward to working with Parks on this pilot program.

Director: *Garrett Jones*

A. Appreciation – Mr. Jones thanked Nick Sumner for his leadership as Park Board president over the past year and said he looks forward to the leadership under Jennifer Ogden.

B. Shout out – Garco Construction was recently presented four HUB Build Construction awards during the Inland Northwest AGC annual convention. The special projects award was presented to Garco for their excellence in construction on the Pavilion and Howard Street Promenade. Mr. Jones also recognized *Derek Siesser* who received the Pacific Northwest PGA Player Development Award and was named one of the top coaches in the country by Operation 36, a national golf organization for youth. Mr. Siesser works at Indian Canyon Golf Course. Mr. Jones commended *Ed Anderson*, Parks on-staff plumber, for the work he did relating to the water heater replacement at Riverfront Park Skate Ribbon. The 2019 Parks and Recreation annual report was included in the board's packets.

9. **Executive Session:**

A. None

10. **Correspondence:**

A. Letters/email: None

B. Newsletters: Hillyard Senior Center

11. **Public Comments:**

12. **Adjournment:** The meeting was adjourned at 5:21 p.m.

13. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. March 3, 2020, Woodland Center, Finch Arboretum

Land Committee: 4 p.m. March 4, 2020, Woodland Center, Finch Arboretum

Recreation Committee: 5:15 p.m. March 4, 2020, Woodland Center, Finch Arboretum

Riverfront Park Committee: Meeting details to be determined.

Golf Committee: 8 a.m. March 10, 2020, Woodland Center, Finch Arboretum

Finance Committee: 3 p.m. March 10, 2020, Pavilion conference room, Riverfront Park

B. Next Park Board: 3:30 p.m. March 12, 2020, City Council Chambers

C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:


Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



Committee			
Committee meeting date			
Requester	Pamela Clarke	Phone number: 625-6241	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	n/a		
Item title: (Use exact language noted on the agenda)	Claims – February 2020		
Begin/end dates	Begins: 02/01/2020	Ends: 02/29/2020	<input type="checkbox"/> Open ended
Background/history: Claims for the month of February 2020 in the amount of \$1,590,089.18.			
Motion wording: Move to approve claims for the month of February 2020 as a consent agenda item.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: n/a Budget code: _____			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

**CITY OF SPOKANE PARK AND RECREATION DIVISION
FEBRUARY 2020 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - MARCH 12, 2020**

PARKS & RECREATION:

SALARIES & WAGES	\$	768,451.97
MAINTENANCE & OPERATIONS	\$	527,858.17
CAPITAL OUTLAY	\$	46,728.29
PARK CUMULATIVE RESERVE FUND	\$	35,795.61

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	82,942.69
----------------	----	-----------

GOLF:

SALARIES & WAGES	\$	66,453.76
MAINTENANCE & OPERATIONS	\$	61,398.51
CAPITAL OUTLAY	\$	460.18

TOTAL EXPENDITURES:	\$	1,590,089.18
----------------------------	-----------	---------------------

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	March 9, 2020		
Requester	Jonathan Moog	Phone number: 625-6243	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input checked="" type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0149		
Item title: (Use exact language noted on the agenda)	Numerica Credit Union sponsorship agreement extension		
Begin/end dates	Begins: Feb. 14, 2019 Ends: March 31, 2030 <input type="checkbox"/> Open ended		
Background/history: The City entered into a naming rights agreement with Numerica Credit Union for in Febraury 2019 for title sponsorship of the Skate Ribbon and Sky Ride Facility in Riverfront Park. Installation of the building signage was completed March 2, 2020. The delay of sign installation was at not fault of either party. Without sign present Numerica did not receive recognition associated with building signage for a period of one (1) year. This contract extension extends the contract by one (1) year at no cost/compensation to Numerica.			
Motion wording: Approve sponsorship agreement extension with Numerica Credit Union			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Numerica Credit Union Name: Jennifer O'Callaghan Email address: jocallaghan@numericacu.com Phone: 509-536-6175			
Distribution: Parks – Accounting jocallaghan@numericacu.com Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: none Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



City of Spokane

**CONTRACT EXTENSION (No. 1)
NO COST**

**Title: NUMERICA CREDIT UNION SPONSORSHIP
AGREEMENT FOR SKATE RIBBON & SKY RIDE
IN RIVERFRONT PARK**

This Contract Extension No. 1 is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Numerica**, whose address is 14610 East Sprague Avenue, Spokane Valley, Washington, 99216, as ("Numerica"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane Parks Dept. owns & operates the Skate Ribbon & Skyride Facility in Riverfront Park; and,

WHEREAS, the parties entered into an Agreement wherein the ("City") provided ("Numerica") with the exclusive authority to grant and control marketing, advertising, signage, naming rights and sponsorship for these Parks facilities; and,

WHEREAS, the parties now desire to extend the term of that agreement, adding one (1) additional year to the original term which would provide a new end date of March 31, 2030 for that Agreement;

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

1. CONTRACT DOCUMENTS.

The original Contract dated February 14, 2019 and any previous amendments, renewals and / or extensions / 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 extension (No. 1) shall be approved upon signature of the parties and end March 31, 2030, unless terminated sooner by the parties.

3. COMPENSATION/ COST

This is a no cost extension to the Agreement.

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

NUMERICA CREDIT UNION

By 
Signature Date

CARLA CICERO
Type or Print Name

PRESIDENT / CEO
Title

601-815-527 T12036971BUS
WA. UBI. No. City of Spokane
Endorsement

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Mayor

Title

Approved as to form:


Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A OPR2019-0149

2020-1100-114

AGENDA SHEET FOR PARK BOARD MEETING OF: Feb 14, 2019



Submitting Division
Parks & Recreation

Contact Person
Jonathan Moog

Phone No.
625-6243

Department: ☐ Finance ☐ Operations ☐ Recreation/Golf ☒ Riverfront Park

Committee: ☐ Finance ☐ Golf ☐ Land ☐ Recreation ☒ Riverfront ☐ UFTC

Type of contract: ☒ New ☐ Renewal ☐ Amendment ☐ Extension ☐ Other

Beginning date: Upon Signature Expiration date: Mar 31, 2029 Open ended ☒

CLERKS' FILE	<u>2019-0149</u>
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Skate Ribbon and SkyRide title sponsorship agreement

RECEIVED

FEB 25 2019

BACKGROUND:

(Attach additional sheet if necessary)

CITY CLERK'S OFFICE

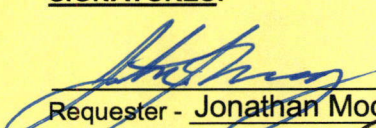
Donation/sponsor policy was updated by Park Board in Oct 2017 to enable facility naming. In Nov 2017, Parks contracted with Brett Sports(BSE) to manage sponsorship opportunities. Feb 2018 press release notified public of sponsor opportunity and directed parties to BSE.

RECOMMENDATION:

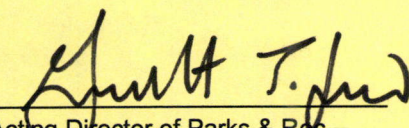
Approve a the title sponsor agreement for naming of the Skate Ribbon and SkyRide with the "Title Sponsor"

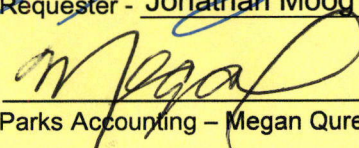
ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

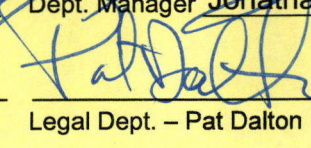
SIGNATURES:


Requester - Jonathan Moog


Dept. Manager Jonathan Moog


Acting Director of Parks & Rec -
Garrett Jones


Parks Accounting - Megan Qureshi


Legal Dept. - Pat Dalton

DISTRIBUTION:

Parks: Accounting

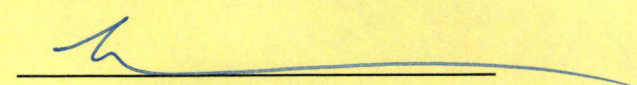
Parks: Pamela Clarke

Budget Manager:

Requester: _____

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD



President

Feb. 14, 2019

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐

Existing vendor

☐

New vendor – If so, please include vendor packet

☐

Supporting documents:

☐

Quotes/Solicitation (RFP, RFQ, RFB)

☐

W-9 (for new contractors/consultants/vendors) ACH Forms

☐

Contractor is on the City's A&E Roster City of Spokane

☐

(for new contractors/consultants/vendors) Insurance

☐

Spokane Business registration expiration date: _____

☐

Certificate (minimum \$1 million in General Liability)

**CITY OF SPOKANE - PARKS & RECREATION
SPONSORSHIP AGREEMENT
NUMERICA CREDIT UNION**

THIS AGREEMENT ("Agreement") is entered into this 14 day of February, 2019, by and between NUMERICA CREDIT UNION, a Washington corporation ("NUMERICA" or "Advertiser") and the CITY OF SPOKANE - PARKS & RECREATION, a Washington municipal corporation ("Parks), (collectively "Parties").

WHEREAS, Parks owns and operates the NUMERICA Skate Ribbon & SkyRide facility ("Facility"), and

WHEREAS, Parks, as owner of the Facility, has the exclusive authority to grant and control marketing, advertising, signage, naming rights, and sponsorship rights in the Facility, and

WHEREAS, Pursuant to the terms of the Riverfront Park Facility Title Sponsorship and Promotional Sales Consulting Agreement originally dated November 3, 2017, Brett Sports & Entertainment ("BS&E") has assisted Parks in the process of marketing the title sponsorship opportunity and negotiating this agreement, and

WHEREAS, NUMERICA desires to become the title sponsor of the Facility, with rights as set forth in Exhibit A, attached hereto and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the commitments made and benefits to be received in this Agreement, the Parties agree:

AGREEMENT

1. Sponsorship Signage Rights.

Parks hereby grants to NUMERICA certain sponsorship and signage rights for the Skate Ribbon & SkyRide as detailed in Exhibit A of this Agreement. Parks and NUMERICA agree to the terms, conditions, and other mutual obligations regarding the sponsorship rights under this Agreement.

a. Rights in the NUMERICA Skate Ribbon & SkyRide.

i. **Rights:** The parties agree that NUMERICA is purchasing exclusive sponsorship and signage rights to the Skate Ribbon & SkyRide, which will be known as the "NUMERICA Skate Ribbon & SkyRide", as detailed in Exhibit A.

ii. **System Rights.** NUMERICA acknowledges that Parks may sell, subject to Paragraph 5 below, any remaining Facility advertising rights to other advertisers. The advertising rights purchased hereunder shall include the incorporation of NUMERICA'S name in accordance with Exhibit A. Display of the NUMERICA'S identity may be limited during specially scheduled international and national events as determined appropriate by Parks. Parks will provide NUMERICA notice of any such events. Parks shall have the right to approve all initial and replacement advertising prior to installation, which approval shall not be unreasonably withheld.

2. Sponsorship Fee Payment.

a. NUMERICA shall pay to Parks an annual sponsorship fee of \$90,000.00 in 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028. An additional annual payment of \$10,000.00 shall be payable to Parks for each year stated above in which the Title Sponsor Parkway described in Exhibit A exists for at least six (6) months of such year. The initial annual fee is payable upon signature. Subsequent annual fees shall be paid on or before January 30 of each year of this agreement. The fee amount includes a one-time allowance for the Skate Ribbon and SKYRIDE initial signage design and cost of production. This initial design and cost of production/installation shall be capped at \$35,000. NUMERICA may deduct the sign allocation cost of up to \$35,000 from the 2019 sponsorship fee should they choose to procure and install facility signage at NUMERICA expense. NUMERICA shall be responsible for any initial signage costs above \$35,000. NUMERICA shall have prior approval on signage design and cost of production/installation.

b. NUMERICA may extend the Initial Term an additional ten (10) years at a cost not to exceed \$90,000.00 per year with no parkway designation or \$100,000.00 with parkway designation for ten years; plus a maximum annual increase of up to twenty (20) percent based on market value inflation of sponsorship package. Valuation data to be provided by City of Spokane Parks & Recreation.

c. Parks shall send an invoice to NUMERICA at least thirty (30) days prior to each payment due date. Payment from NUMERICA shall be remitted to Parks at 808 W Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201.

d. In the event any payment due from the NUMERICA is not received by Parks when due, Parks in its discretion may assess a late payment penalty charge equal to one and one half percent (1 ½ %) per month, but in no event to exceed that permitted by applicable law, which will be charged on any amount more than ten (10) days past due. Neither the existence of this provision, nor the acceptance by Parks of a late payment, prejudices Parks' rights contained in other portions of this Agreement.

3. Term.

a. NUMERICA shall have the sponsorship and signage rights, as provided in Paragraphs 1 and 5, for a term of ten (10) years beginning date of signature in 2019 and ending March 31, 2029 (the "Initial Term"). NUMERICA and Parks shall use their best efforts to have signage elements in place during the summer of 2019.

b. NUMERICA is granted the right to extend this Agreement for an additional ten (10) years beyond the Initial Term. Fees for this extension are set forth in paragraph 2(b). To exercise the right to extend this Agreement, NUMERICA shall notify BS&E and Parks in writing at least nine (9) months prior to the expiration of the Initial Term, or by May 31, 2028, if NUMERICA desires to exercise this option. If the extension option is not exercised, the contract will expire at the end of the Initial Term and elements identified in Exhibit A shall revert to Parks.

4. Alterations.

a. Parks is responsible for the operation of the Facility Signage System ("System"). Parks shall have the right to alter the System at any time without NUMERICA'S consent, provided such alterations do not materially obscure or reduce NUMERICA'S advertising panels. If such alteration is made, Parks will notify NUMERICA and Parks shall be responsible for the construction and installation of replacement advertising at its own expense.

b. The cost of any changes requested by NUMERICA (or any company that it merges with or is acquired by), including but not limited to a change in name or logo, shall be the responsibility of NUMERICA. NUMERICA will be responsible for all costs of replacing any and all signage and collateral materials that contain the sponsor's name. Any and all changes are subject to advance written approval from Parks, which approval shall not be unreasonably withheld.

5. Exclusivity. NUMERICA shall be the only bank, thrift, credit union, finance company, financial services company (other than insurance companies who do not own a bank, mortgage company or finance company) or mortgage company with advertising rights in the Facility, so long as federal or state law or regulation does not prohibit such exclusivity rights.

6. Maintenance. Parks shall provide reasonable and customary maintenance of the Facility, for the term of this Agreement.

7. Taxes. NUMERICA shall be responsible for reporting and payment of any excise, sales, use, or other taxes owing to any state or local taxing authority with respect to the sponsorship fees paid to the Parks.

8. Risk of Loss, Limitation of Warranties and Exclusion of Consequential Damages.

a. Parks shall assume the risk of casualty, loss, or damage to the signage described herein, and shall secure and maintain at its own expense insurance covering such risks, as Parks deems appropriate.

b. NUMERICA acknowledges that there are no express or implied warranties other than those contained in this Agreement, and that Parks and BS&E make no other warranties, express or implied. NUMERICA shall not be entitled to loss of profits, destruction of business, or any other damages including, but not limited to, any direct, indirect, special, incidental, or consequential damages arising out of the exercise of its rights under this Agreement.

c. NUMERICA acknowledges that, except as set forth in Paragraph 10, the financial liability of Parks and BS&E is limited to the amount of the annual advertising payment as stated in Paragraph 2 (a).

9. Advertising Indemnification. NUMERICA shall indemnify and hold harmless Parks and BS&E from and against all liability, costs, damages, and expenses of any kind or nature resulting from the content of NUMERICA's advertising. NUMERICA shall maintain a policy of commercial general liability insurance in an amount of at least \$1,000,000 to include coverage for personal injury and

advertising liability. Advertiser shall provide to Parks Certificates of Insurance to that effect and maintain Parks and City of Spokane and BS&E as additional insured on all policies. NUMERICA shall provide to Parks a certificate confirming the existence of such insurance coverage.

10. Indemnification of NUMERICA. Parks shall indemnify, defend and hold harmless NUMERICA, its directors, officers, employees and agents from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from, or arising out of, or in connection with any loss, injury or damage to the Facility and any bodily injury, death and property damage occurring on or about the Facility. This indemnification shall survive the termination of this Agreement and the financial liability limitation of Parks set forth in Section 8(c) shall not apply to this provision.

11. Events of Default.

a. The occurrence of any of the following events shall constitute an event of default under this Agreement:

i. the failure of NUMERICA to pay the full amount of any payment due under this Agreement within forty-five (45) days of the due date;

ii. the failure of Parks or NUMERICA to perform in any material respect any other material obligation herein, if that failure continues for thirty (30) days without remedy after written notice from the non-defaulting party.

b. In the case of any event of default, the non-defaulting party shall have all remedies available to it under law, including, but not limited to, the right to terminate this Agreement. In the case of default or breach of this Agreement by NUMERICA, Parks shall be entitled to remove any NUMERICA sponsorship, advertising materials, or fixtures, which Parks deems necessary, at NUMERICA's expense.

12. Assignment.

a. Parks may assign all or any portion of its rights under this Agreement without prior notice to or consent of NUMERICA.

b. The rights of NUMERICA hereunder may not be assigned or transferred in whole or in part to another party without the prior written consent of Parks, which consent shall not be unreasonably withheld. Parks reserves the right to withhold consent to the extent any transfer or assignment would impair or conflict with exclusive advertising rights which Parks has granted to any other sponsor or advertiser.

13. Force Majeure. Parks shall not be responsible for events beyond their reasonable control, such as acts of God, weather delays, or government restrictions. The occurrence of such events, however, shall not relieve NUMERICA of its payment obligations hereunder.

14. Entire Agreement. This Agreement contains the Entire Agreement between Parks and NUMERICA with respect to the transactions and activities contemplated herein. No party shall be bound by or deemed to have made any agreement, representation, or warranty except as set forth in this Agreement. This Agreement supersedes any prior written or oral agreement of the Parties and shall be

considered the sole Agreement between the Parties. This Agreement is intended by the Parties to be the final expression of their agreement as to advertising and sponsorship by NUMERICA and is a complete and exclusive statement of the terms thereof. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the legal representatives, successors, and permitted assigns of the Parties.

15. **Compliance with Laws.** During the performance of this Agreement, NUMERICA and Parks shall comply with all applicable federal, state, and local laws and regulations relevant to this Agreement.

16. **Relationship of the Parties.** The Parties shall not be liable for any acts/omissions of the other Party. Neither execution of this Agreement nor performance by the Parties under this Agreement shall create any partnership, joint venture or agency relationship between the Parties. NUMERICA shall not represent that it is an employee or agent of Parks.

17. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the state of Washington. Venue for any action shall be Spokane County, Washington.

18. **Prevailing Party Legal Expense.** In any action to enforce or interpret this Agreement, the prevailing party shall be entitled as part of any judgment to recover its reasonable litigation costs including attorney fees.

19. **Notices.** Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given upon receipt, if hand delivered, or four (4) days after mailing sent by United States registered or certified mail, return receipt requested, postage fully prepaid, to the addressees set forth below or to such other person or address as either party may designate by written notice to the other party as provided herein:

Notice to Parks:	City of Spokane - Parks & Recreation 808 W Spokane Falls Blvd Spokane, Washington 99201 Attention: Director of Parks and Recreation
------------------	--

Notice to NUMERICA:	NUMERICA 14610 E Sprague Avenue Spokane Valley, Washington 99216 Attention: CEO cc: General Counsel
---------------------	---

20. **Amendment and Waiver.** This Agreement may not be amended, modified, or discharged except by an instrument in writing, signed by all parties, referring to this Agreement. No breach of any provision of this Agreement may be waived unless in writing. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

The failure of any party to enforce any of the terms, covenants and agreements herein, or to exercise any right conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such right or obligation, with the same remaining in full force and effect

21. Severability. If any one or more provisions of this Agreement shall for any reason be invalid, unenforceable, or prohibited by law, such invalidity, enforceability, or prohibitions shall not affect the validity of enforceability of any of the remaining provisions, conditions, and terms of this Agreement, and the provision shall be reformed to the extent possible to give maximum effect to the parties' intent in entering into this Agreement.

EXECUTED this 14th day of February, 2019.

NUMERICA:

NUMERICA

By: 

Title: Pres/CEO

Date: 2/13/19

PARKS:

CITY OF SPOKANE - PARKS & RECREATION

By: 

Title: INTERIM PARKS & REC DIRECTOR

Date: _____

Approved as to form: 

EXHIBIT A

NUMERICA CREDIT UNION SPONSORSHIP AGREEMENT SKATE RIBBON & SKYRIDE

NUMERICA WILL HAVE THE FOLLOWING ADVERTISING RIGHTS AS TITLE SPONSOR OF THE NUMERICA SKATE RIBBON AND SKYRIDE:

OFFICIAL NAME

The official name of the facility will become NUMERICA SKATE RIBBON & SKYRIDE
(Actual naming of sponsored area open for discussion)

ICE RIBBON SIGNAGE

1. Architectural Signage on south side of Skate Ribbon building facing Spokane Falls Blvd with appropriate lighting
2. Signage near East Entrance of Ice Ribbon entrance with appropriate lighting
3. Full-wrap Branding on Ice Ribbon Olympia Ice Machine
4. Exclusive sponsor in-ice signage on Ice Ribbon
5. Branding signage inside Skate Ribbon Building (Café & Skate Rental Area)
6. Numerica brand colored gels when lighting system is used or installed on the ice ribbon.

SKYRIDE SIGNAGE

1. Signage above entrance to Numerica SkyRide Cable Wheel House
2. Exclusive Sponsorship Branding on each Numerica SkyRide Gondola

INTERNAL SIGNAGE

1. Signage inside the Numerica Skate Ribbon SkyRide & Café Building. Sign to be located on large interior soffit located in middle of interior directly opposite of main entrance.

WAY-FINDING

1. The Numerica Skate Ribbon & SKYRIDE will appear in Riverfront Park Way-finding system throughout Riverfront Spokane in the same way as other attractions such as the Carousel and Pavilion are portrayed.

OTHER ELEMENTS

1. Name recognition in event coverage generated by the Parks Department (Print/Radio/TV/Web/Social Media)
2. Logo recognition with hyperlink on Skate Ribbon & SkyRide Web page on Spokane Parks Department Website
3. Naming rights recognition and logo in annual marketing campaign produced by Riverfront Park
4. Naming rights recognition and logo in Riverfront Park printed and digital materials (i.e.- Annual Posters & Activity Guides)

TITLE SPONSOR PARKWAY

Parkway designation and naming is subject to City Approval and contingent on established process and community outreach. Parks and Numerica agree to engage on feasibility of items below in calendar year 2020.

1. The section of Post Street proposed for Parkway designation is between Spokane Falls Blvd and the south end of the Post Street Bridge.
2. "NUMERICA PARKWAY" is the proposed name for the section that is designated as a Parkway described above.
3. This includes official Parkway Signs
4. Official Address of Numerica Skate Ribbon & SkyRide will be *"Spokane Falls Blvd and Numerica Parkway"*

EVENTS

1. Christmas Tree Lighting Ceremony Presented by Numerica Credit Union with the likely date being the Saturday after Thanksgiving (date to be determined by October 1st of each year of this agreement). Through a robust dedicated marketing campaign, Parks will continue to position the Tree Lighting Ceremony as Spokane's signature tree lighting event. This annual tradition is well supported and heavily activated by local organizations providing a unique and entertaining arts and cultural experience for the Spokane community.
2. Numerica has the opportunity to develop two (2) additional annual events – one winter and one summer - at the Numerica Skate Ribbon and SkyRide during each year of this agreement. The costs and details of these promotions to be mutually agreed upon and finalized four months prior to the event date in each year of this agreement.

TITLE SPONSOR BENEFITS

1. Exclusive financial services company as described in Paragraph 5 of the Agreement) title sponsor within the Skate Ribbon and SkyRide area of Riverfront.
2. First right of refusal to provide an ATM on the Skate Ribbon and SkyRide premises. All proposals will be provided to Numerica in writing and Numerica shall have 30 days to respond.
3. Quick communication by City staff of crisis communication planning and collaboration with NUMERICA on implementation of crisis plan.
4. Exclusive skating session for Numerica employees & guests once each year. This annual event will accommodate 300 attendees including a catered buffet, access to ice ribbon and skate rentals.
5. 100 Skate Ribbon Passes good for one session each to be used during each Skate Ribbon season. (may be given to area non-profit organizations). Numerica has the option to purchase more passes at the current group rate.
6. 100 SKYRIDE Passes good for one ride each to be used during each SkyRide season (may be given to area non-profit organizations). Numerica has the option to purchase more passes at the current group rate.
7. Numerica employees can purchase individual admission tickets for both the Numerica Skate Ribbon and SkyRide at the current group rate.
8. Numerica will have the right to use the Party Room at the Numerica Skate Ribbon & SKYRIDE for corporate meetings twice annually during each year of this agreement.
9. As Title Sponsor of Numerica Skate Ribbon and SkyRide, Numerica will receive four (4) tickets to each paid event in the Pavilion concert series.

TITLE SPONSOR NET ANNUAL INVESTMENT

Numerica annual investment shall be \$90,000 annually for ten (10) years. This fee amount includes one-time allowance for the Numerica Skate Ribbon and SkyRide initial signage design and cost of production. This initial design and cost of production/installation shall be capped at \$35,000. Numerica shall be responsible for any initial signage costs above this amount.

In the event that the Numerica Parkway is executed, the net investment shall increase to \$100,000 annually beginning with the year in which the Parkway is established and is in existence for at six (6) months or more.

Numerica shall have prior approval on all interior, exterior, wrapping and ice signage design and cost of production/installation. Numerica shall also have prior approval of all name and logo usage including, but not limited to, marketing materials, campaign elements, and website.

Numerica Credit Union shall have the sponsorship and signage rights, as provided above for a term of ten (10) years beginning with date of signature and ending March 31, 2029.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	March 9, 2020		
Requester	Jonathan Moog	Phone number: 625-6243	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Riverfront Park Committee meeting time change		
Begin/end dates	Begins: March 19, 2020	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Riverfront Park seeks to change the time of the monthly Riverfront Park Committee from 8:05 a.m. Monday to 3 p.m. Monday.			
Motion wording: Approve moving the time of Riverfront Park Committee meeting to 3 p.m. Monday.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: none Budget code: _____			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

Spokane Park Board

Briefing Paper



Committee	Golf		
Committee meeting date	March 10, 2020		
Requester	Mark Poirier		
Requester phone number	625-4653		
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language on the agenda)	2020 turf and chemical value blanket (not to exceed \$195,000, tax inclusive)		
Begin/end dates	Begins: 3/12/2020 Ends: 12/31/2020 <input type="checkbox"/> Open ended		
Impact if not approved at this time	Golf, Parks, Recreation, and Sports Complexes		
Background/history: Written bids were solicited for various turf chemicals used throughout Golf and Parks. Attached is the tabulation sheet for these quotes as prepared by City Purchasing Department using state purchasing guidelines. The six vendors named under the proposed value blanket include Soil Tech Corp, Horizon, Planet Turf USA, Helena Agri, Wilbur Ellis and Simplot.			
Recommendation/motion wording: Approval for the turf and chemical value blanket (not to exceed \$195,000, tax inclusive)			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting _____ Parks – Pamela Clarke _____ Requester: <u>Mark Poirier</u> _____ Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Park Ops Chemicals _____ Recreation Chemicals _____ RFP Chemicals _____ Golf Chemicals _____ Urban Forestry Chemicals _____			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Reference Number	Description	UOM	Soil Tech Corp	nick.newman@horizononline.com	jim@planeturfusa.com	conciennec@helenaagri.com	bradford@wilburellis.com	jake.leiser@simplot.com
Fertilizers								
1	0-0-50 Standard Grade	50 lb bag		\$27.87		\$27.23	\$24.50	\$23.25
2	0-0-50 Standard Grade	1000 lb bag		\$566.77		\$544.50	\$490.05	\$530.00
3	16-16-16 Standard Grade	50 lb bag		\$16.10	\$15.40	\$15.25	\$15.52	\$14.70
4	9-1-3 EcoGreen w/Humic Acid Greens Grade	50 lb bag						\$44.52
5	43-0-0 Gal-Xe Standard Grade	50 lb bag						\$37.16
6	28-7-14 40% PCSU w/Infiltrate	50 lb bag					\$23.38	
7	47-0-0 Umaxx Mini	50 lb bag					\$35.94	\$33.05
8	ASN 26-0-0 Best FusN	50 lb bag						\$21.00
9	28-3-6 80% MU 1.5% Fe 2 particle blend BEST	50 lb bag						\$40.00
10	25-3-15 Mini Eagle Wilgro plus Infiltrate	50 lb bag					\$34.25	
11	25-3-15 Mini Eagle Wilgro	50 lb bag					\$33.16	
12	30-1-9 Best w/Gal-Xe One	50 lb bag						\$38.00
13	Andersons 18-0-4 w/Dimension	50 lb bag					\$37.57	
14	12-8-16 pro-prills Best Standard Sgn	50 lb bag						\$23.25
15	12-8-16 pro-prills Best Mini Sgn	50 lb bag						\$28.50
16	24-4-16 Mini-Durance Wil-Gro	50 lb bag					\$37.46	
17	Microgreens 10-4-16 Best greens grade	50 lb bag						\$28.75
18	44-0-0 HCU humic coated urea, Andersons 215 sgn	50 lb bag					\$35.35	
19	Andersons 13-2-13 100 sgn	50 lb bag					\$45.34	
20	21-3-5 w/Surge	50 lb bag		\$28.54		\$28.31	\$29.65	\$29.25
21	Andersons 16-0-9 w/Surge Mini	40 lb bag					\$31.36	
22	Wil-Gro Long Distance 25-4-12	50 lb bag					\$27.23	
23	23-0-11 50% UMAXX eq. 46-0-0, 50% K-Mag 0-0-22	50 lb bag			\$21.24	\$20.36	\$27.23	\$19.00
24	Turfce MVP Infield Conditioner	50 lb bag		\$15.11	\$17.42	\$11.98	\$16.00	\$10.89
25	SuperCal SO4 standard sgn plus Infiltrate	50 lb bag					\$16.88	
26	SuperCal SO4 standard sgn	50 lb bag		\$12.25			\$15.79	
27	Tru Gyp prilled standard sgn 210	50 lb bag						\$11.00
28	Ura-Phos 8-26-0 Simplot	200 gal						\$2,850.00
29	Ura-Phos 8-26-0 Simplot	2.5 gal						\$65.50

Grass Seed

1	Alpha Bentgrass non coated	25 lb bag			\$265.00		\$280.00	\$250.00
2	L-93 XD Bentgrass non coated	25 lb bag			\$299.00		\$281.00	\$250.00
3	T-1 Bentgrass	25 lb bag						\$251.00
4	CSI Creeping Ryegrass	50 lb bag						\$125.00
5	70% Turf type tall fescue 30% KBG Blend	50 lb bag		\$83.30		\$90.39	\$124.15	\$85.00
6	Regenerating Perennial Ryegrass Certified	50 lb bag		\$79.54	\$105.00	\$92.57	\$136.67	\$73.50

Fungicides

			\$0.00	\$279.08	\$862.12	\$4,776.26	\$4,745.52	\$4,740.13
1	Affirm	2.4 lb bag		\$123.74	\$254.83	\$262.41	\$262.11	\$264.24
2	Chipco 26019	2.5 gal				\$114.35	\$125.23	\$111.25
3	Dorado	2 gal				\$141.57	\$136.13	\$124.00
4	Fame + C (AGENCY)	2.5 gal				\$492.38	\$462.77	\$492.38
4	Insignia Sc Intinsic (AGENCY)	30.5 oz				\$493.34	\$500.55	\$489.91
5	Previa	2.5 gal				\$125.24	\$121.37	\$119.75
6	Instrata (Volume Order >25 gals) (AGENCY)	2.5 gal				\$378.33	\$378.37	\$378.32
7	Turfide 400 PCNB	2.5 gal		\$155.34	\$155.35	\$155.35	\$155.35	\$155.34
8	Velista (AGENCY)	22 oz				\$241.26	\$241.26	\$241.25
9	Premion	2.5 gal				\$199.97	\$195.20	\$196.56
10	Signature XTRA STRESSGUARD (AGENCY)	5.5 lb				\$191.91	\$191.90	\$191.90
11	Maxtima (AGENCY)	26 oz				\$210.99	\$209.52	\$209.52
12	Tekken	2.5 gal				\$400.21	\$400.21	\$400.20
13	Navicon (AGENCY)	37 oz				\$497.04	\$493.59	\$493.58
14	Secure Action (AGENCY)	0.5 gal				\$420.00	\$420.02	\$420.00
15	Segway SC	39.2 oz			\$451.94	\$451.94	\$451.94	\$451.93

Generic Fungicides (any brand)

1	Chlorothalonil	2.5 gal		\$121.04	\$107.81	\$108.90	\$108.90	\$94.89
2	Propiconazole 14.3%	2.5 gal		\$191.33	\$142.93	\$136.13	\$176.33	\$124.00
3	Iprodione	2.5 gal		\$172.28	\$136.12	\$108.90	\$125.23	\$110.00
4	Fluazinam	1 gal		\$450.00	\$517.25	\$631.62	\$515.45	
5	Tebuconazole	1 gal		\$82.86	\$66.43	\$53.90	\$60.98	\$60.00
6	Thiophanate-Methyl	2.5 gal		\$169.93	\$119.79	\$119.79	\$142.93	\$127.00
7	Azoxystrobin 50 WDG	1 lb		\$179.35	\$200.37	\$189.49	\$190.57	

Wetting Agents

1	Aristocracy	2.5 gal				\$190.58		
---	-------------	---------	--	--	--	----------	--	--

2	Duplex	20 gal			\$835.26		\$835.26	
3	Rely 2	30 gal						\$1,640.00
4	Vivax	20 gal			\$1,537.01		\$1,537.01	

Herbicides

1	Gallery Sc	2 gal				\$1,421.80	\$1,421.80	\$1,421.79
2	Defendor	32 oz			\$200.38	\$200.38	\$200.38	\$200.37
3	Specticle Total	144 oz				\$64.20	\$80.71	\$66.61
4	Dimension/Defender combo pack	4gal/1gal			\$1,221.86	\$1,221.86	\$1,221.86	\$1,221.85
5	GameOn	2.5 gal				\$135.98	\$135.98	\$135.99
6	On Deck	2.5 gal				\$136.13		
7	Speedzone	2.5 gal		\$210.70		\$191.66	\$212.35	\$199.00

Other

1	Podium	1 gal				\$136.13	\$147.01	\$130.00
2	Cutless MEC (AGENCY)	2.5 gal			\$1,048.22	\$1,055.57	\$1,055.57	\$1,055.54
3	In-Place	2.5 gal					\$135.66	
4	Early Bird	50 lb					\$70.78	
5	Castaway	50 lb			\$43.56			
6	Peaco peat moss hypnum peat	2.0 cbft					\$8.62	\$9.00
7	Premier Pro Mix HP w/Mycorrhizae	3.8 cbft					\$35.08	\$35.00
8	Premier Pro Mix HP	3.8 cbft					\$37.07	\$28.75
9	Bac-Pack, Soil Tech Corp	2.5 gal	\$569.00					
10	Anuew	1.5 lb			\$116.14	\$116.14	\$116.14	\$116.94

Total			\$569.00	\$2,686.05	\$7,878.31	\$11,825.98	\$15,115.67	\$16,399.18
-------	--	--	----------	------------	------------	-------------	-------------	-------------

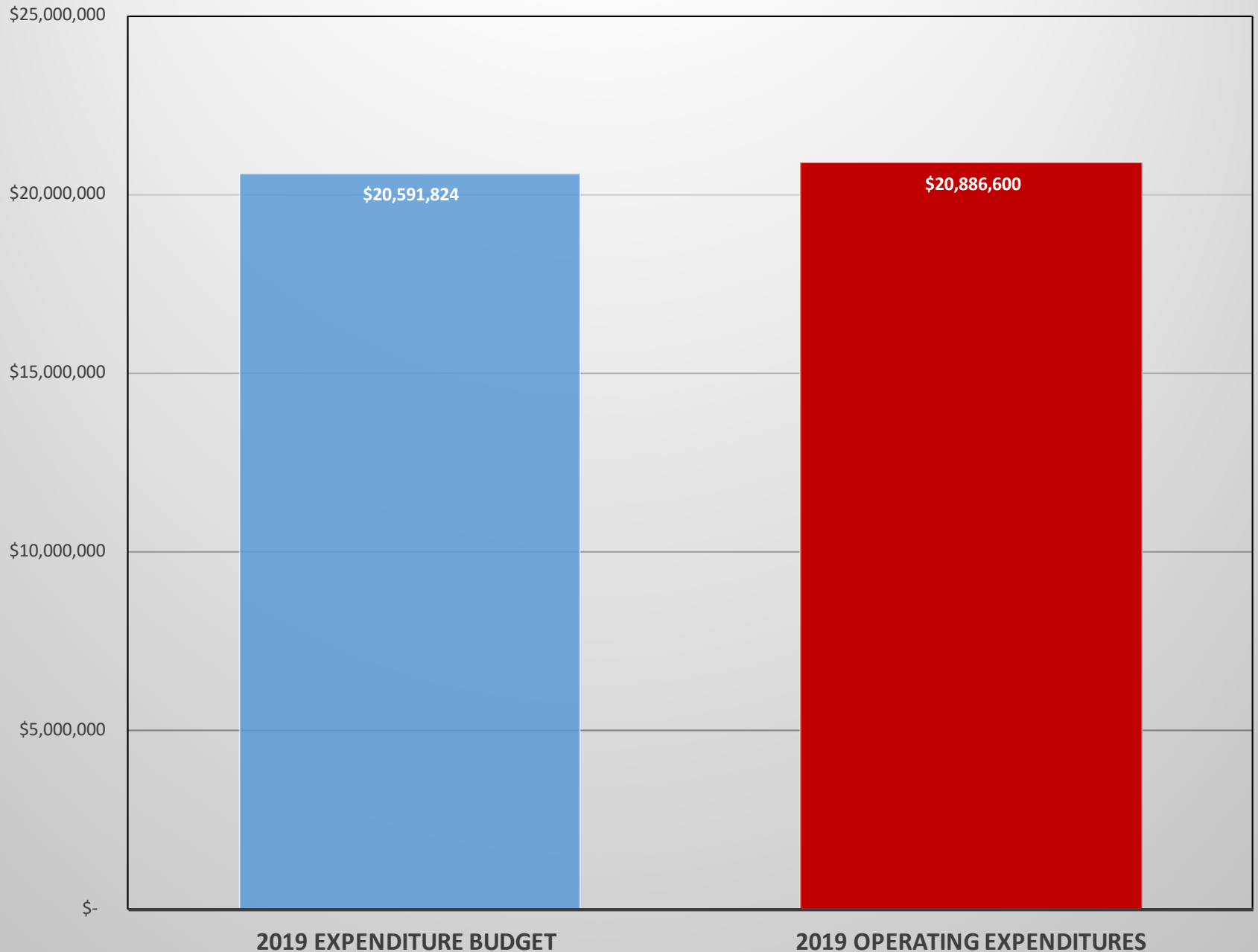


City of Spokane
PARKS
& RECREATION

Financial Reports
Year-End 2019

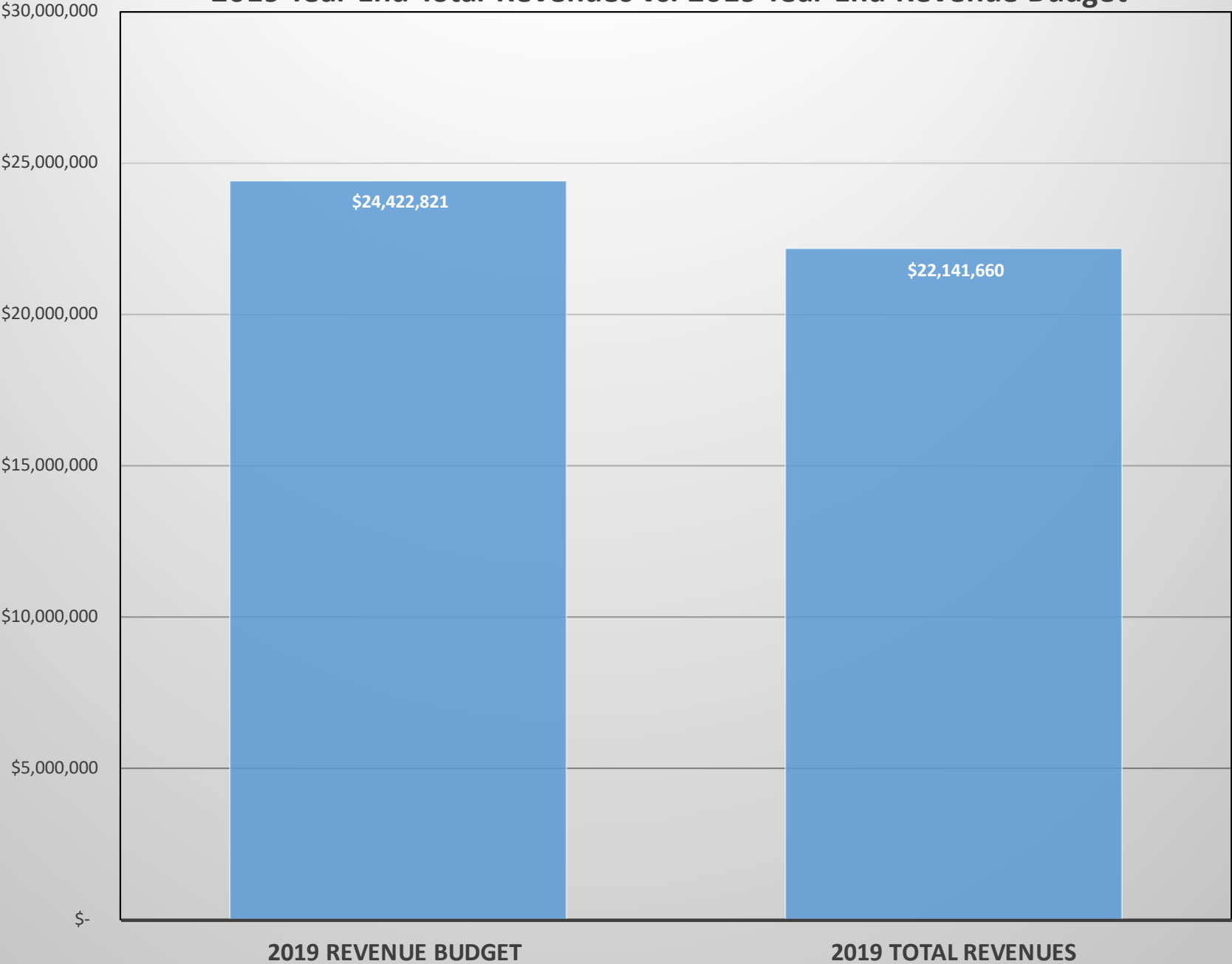
Park Fund

2019 Year-End Operating Expenditures vs. 2019 Year-End Operating Budget



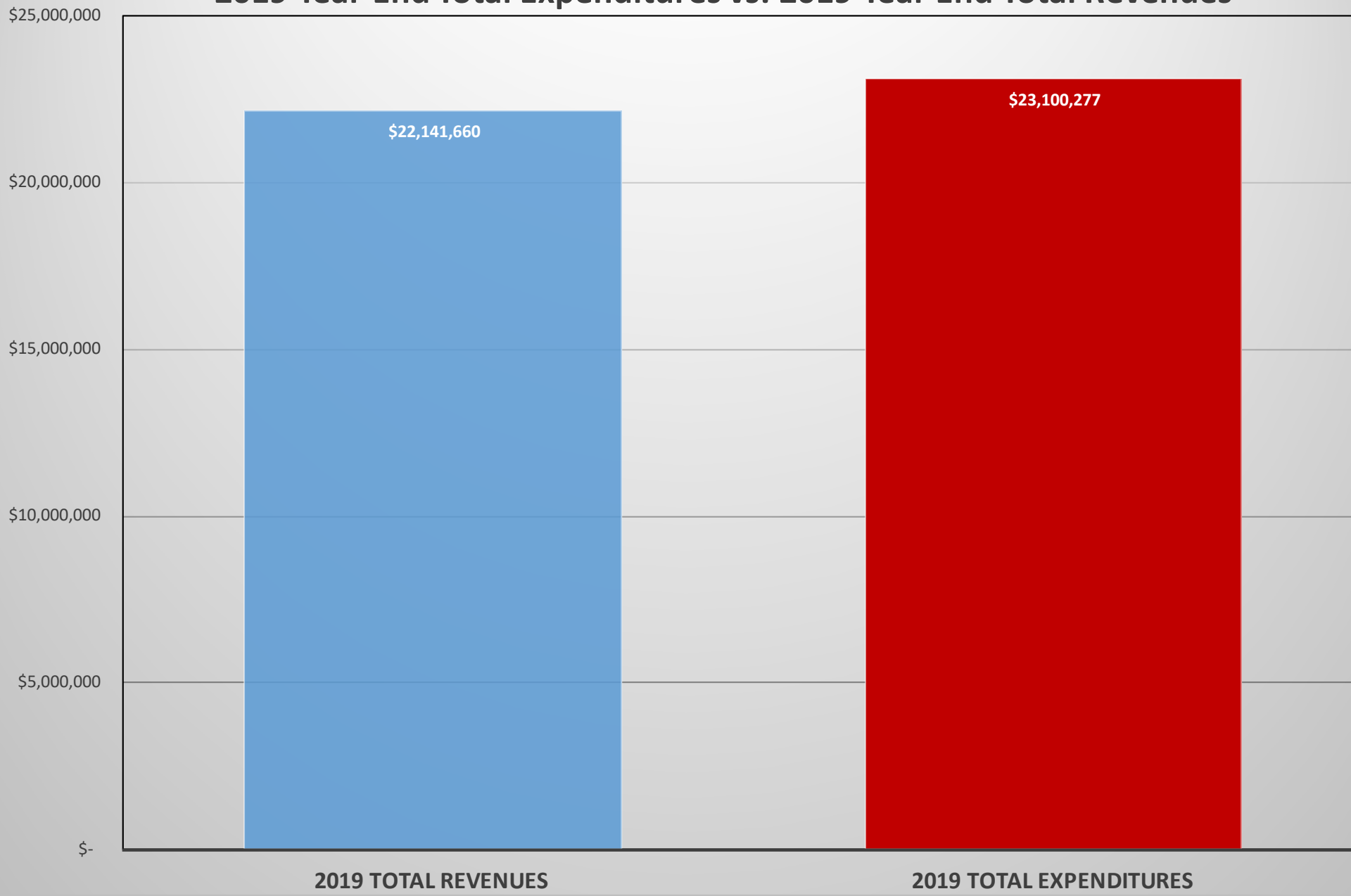
Park Fund

2019 Year End Total Revenues vs. 2019 Year End Revenue Budget



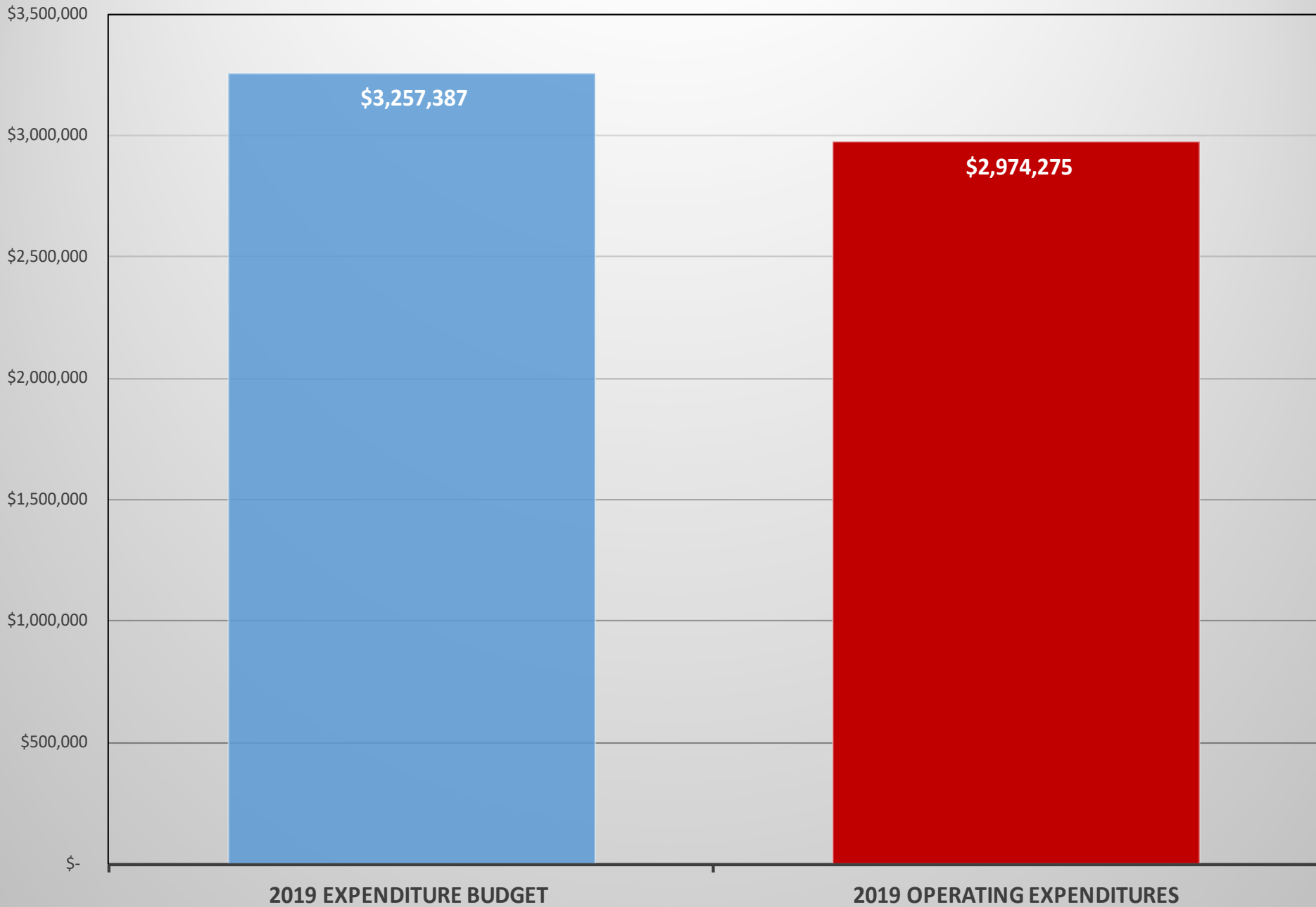
Park Fund

2019 Year End Total Expenditures vs. 2019 Year End Total Revenues

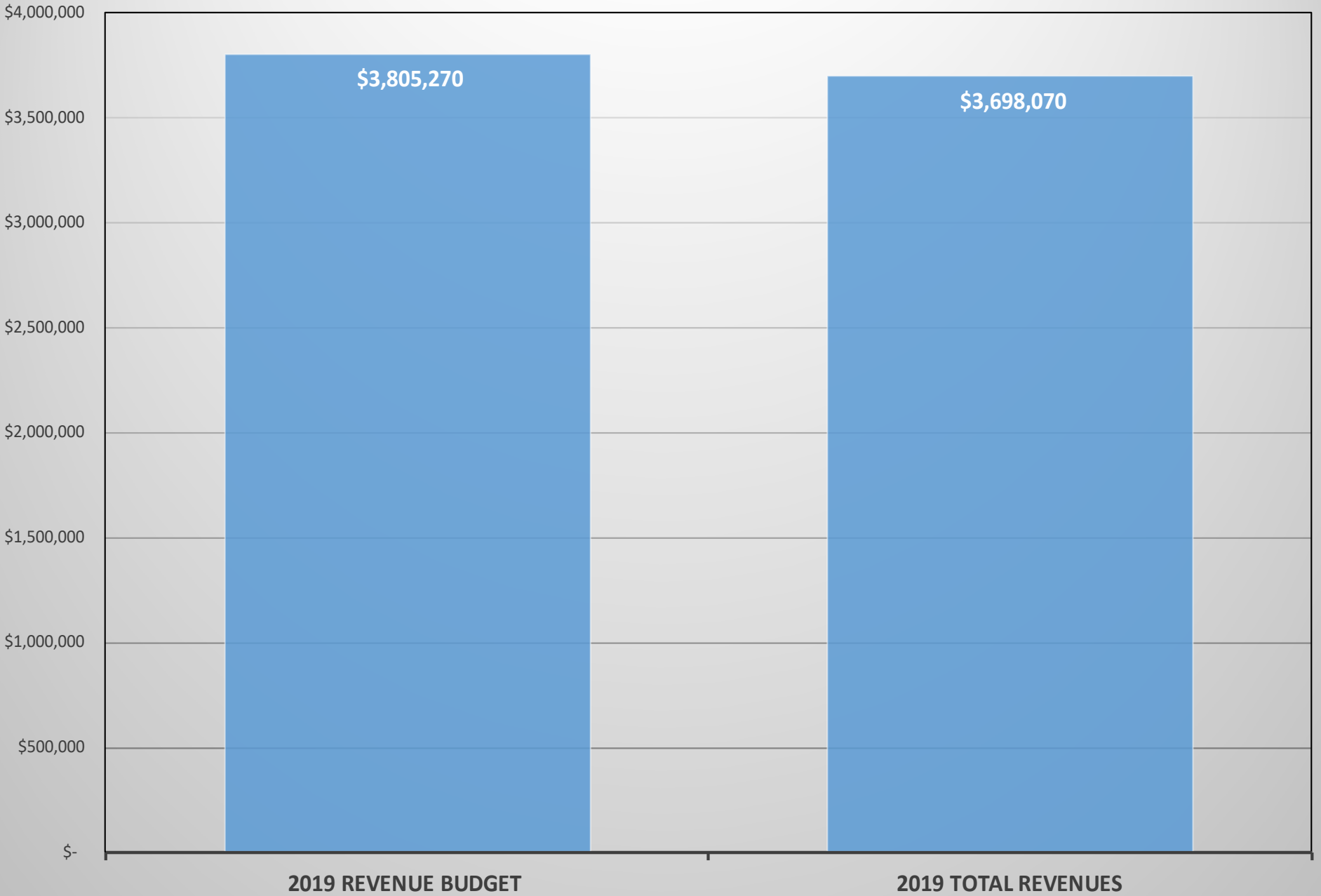


Golf Fund

2019 Year-End Operating Expenditures vs. 2019 Year-End Operating Budget

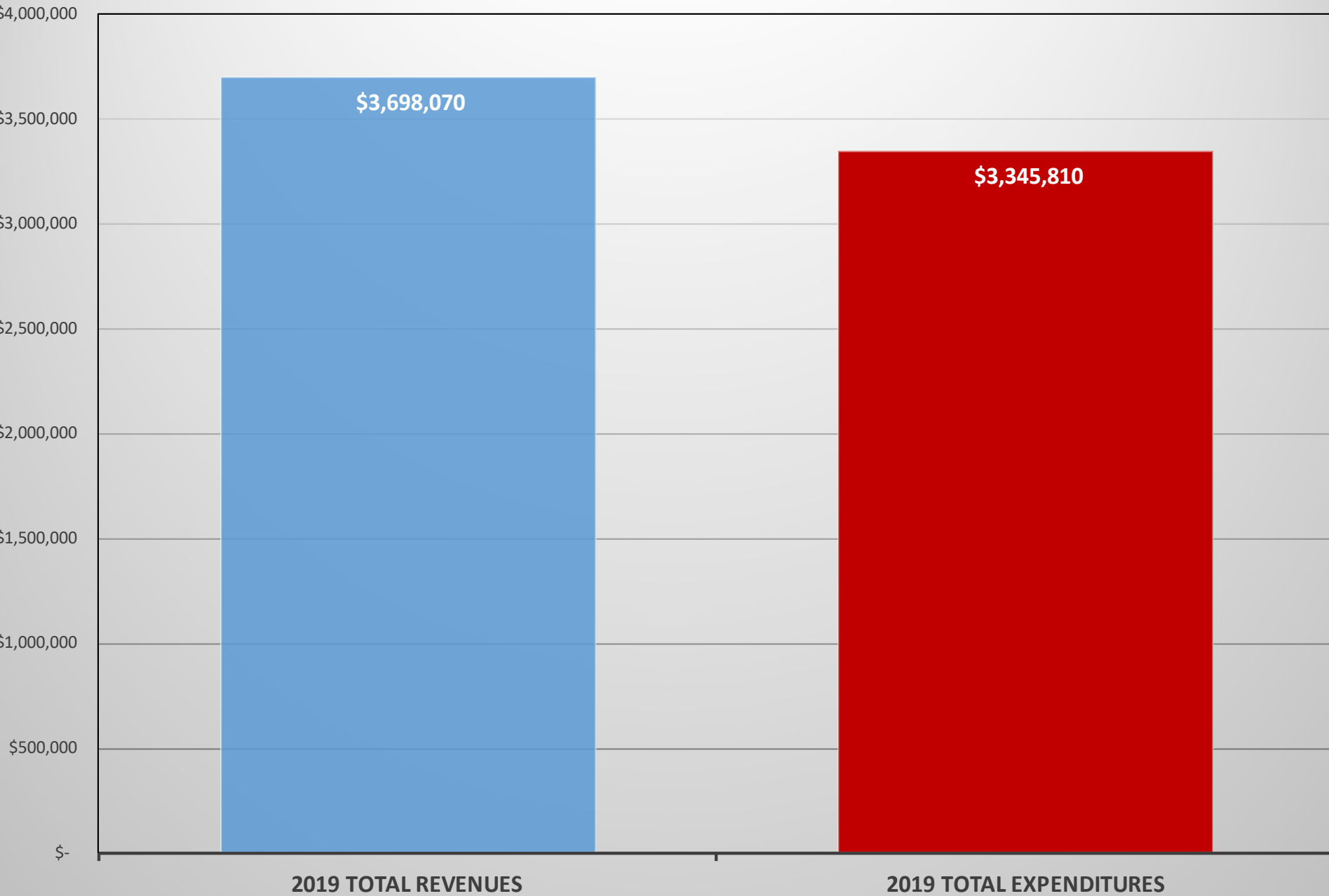


Golf Fund
2019 Year End Total Revenues vs. 2019 Year End Revenue Budget



Golf Fund

2019 Year End Total Expenditures vs. 2019 Year End Total Revenues

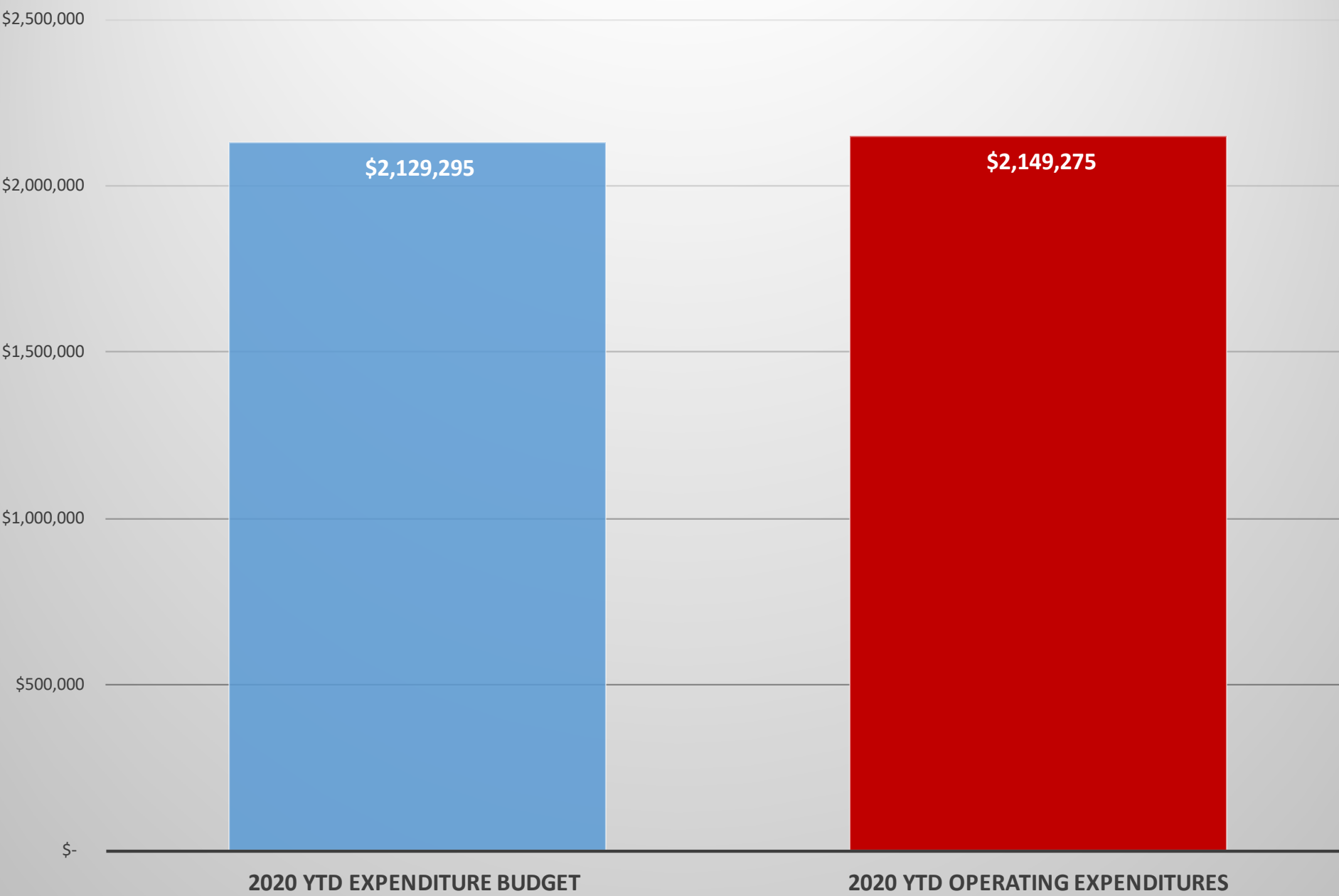




City of Spokane
PARKS
& RECREATION

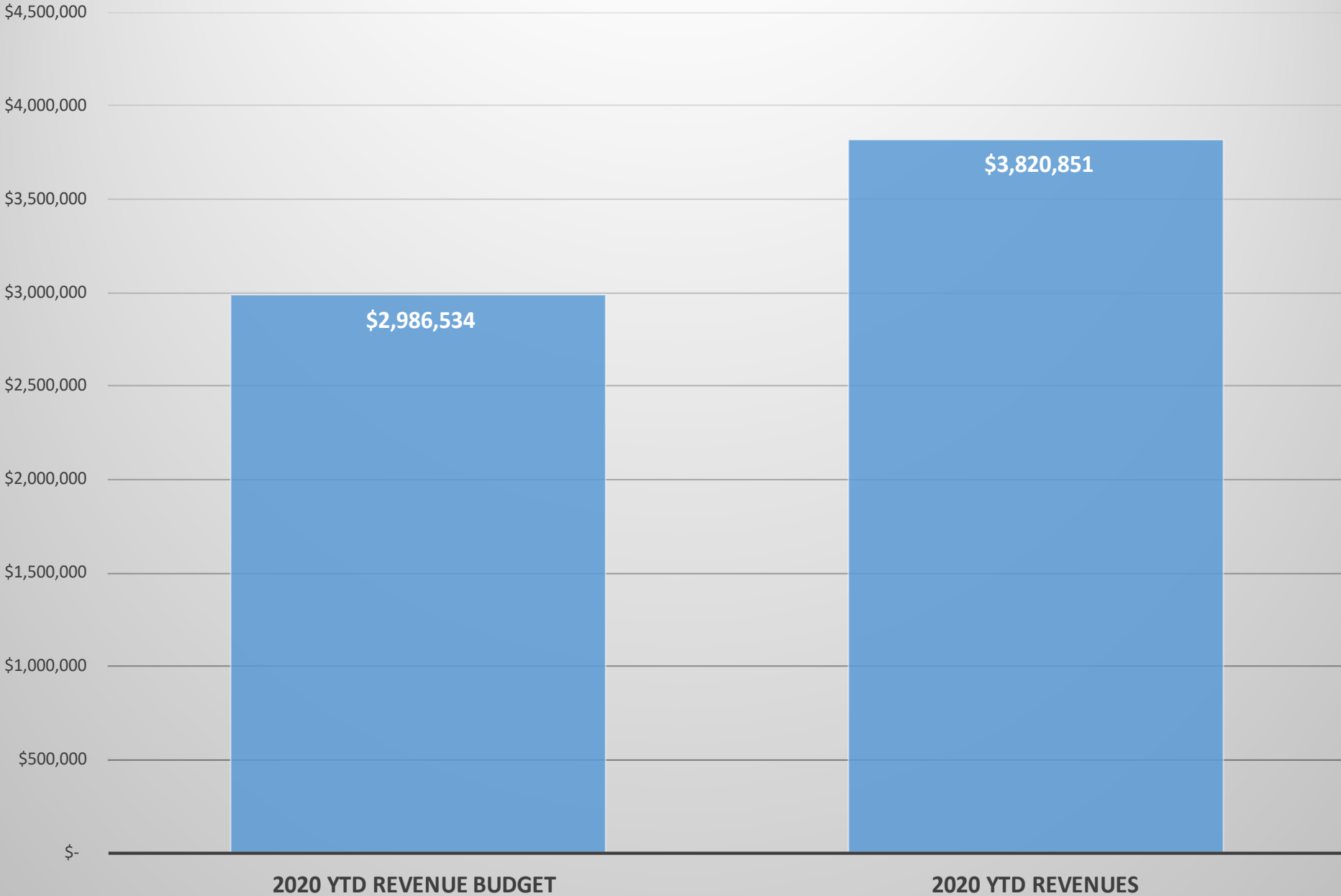
Financial Reports
February 2020

Park Fund
February 2020 Operating Expenditures vs. Historical Budget Average



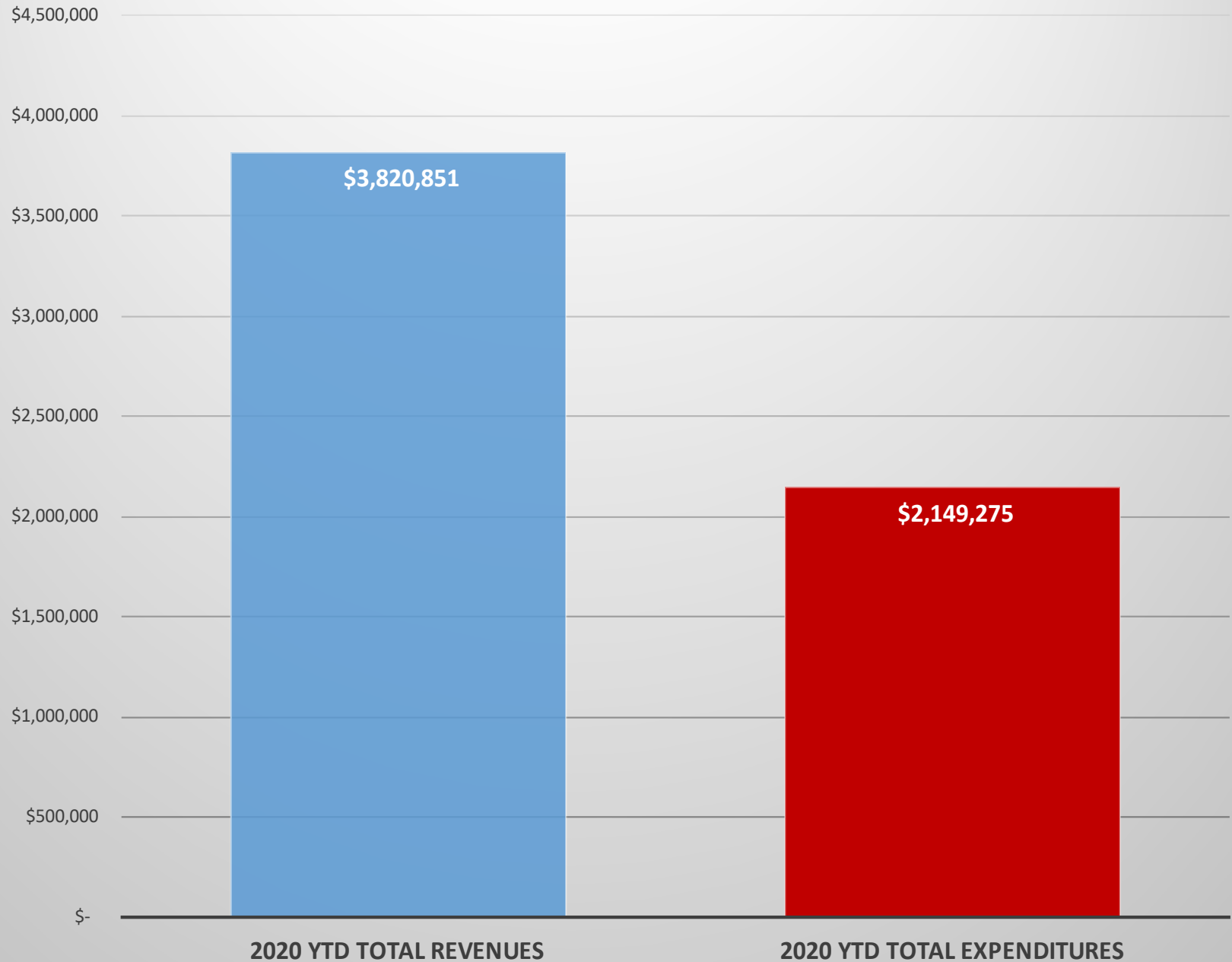
Park Fund

February 2020 Total Revenues vs. Historical Budget Average



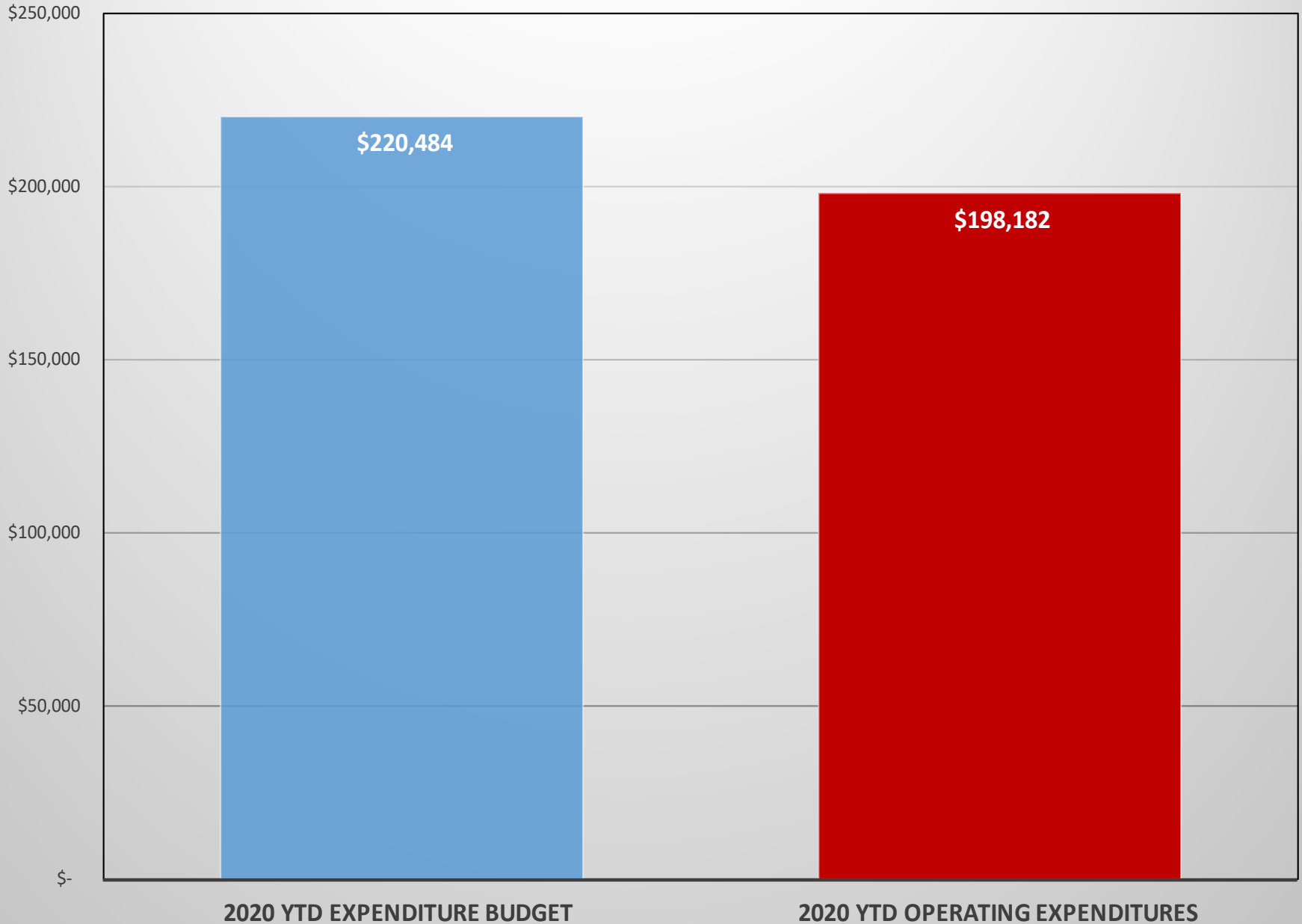
Park Fund

Total February 2020 YTD Expenditures vs. Total YTD Revenues

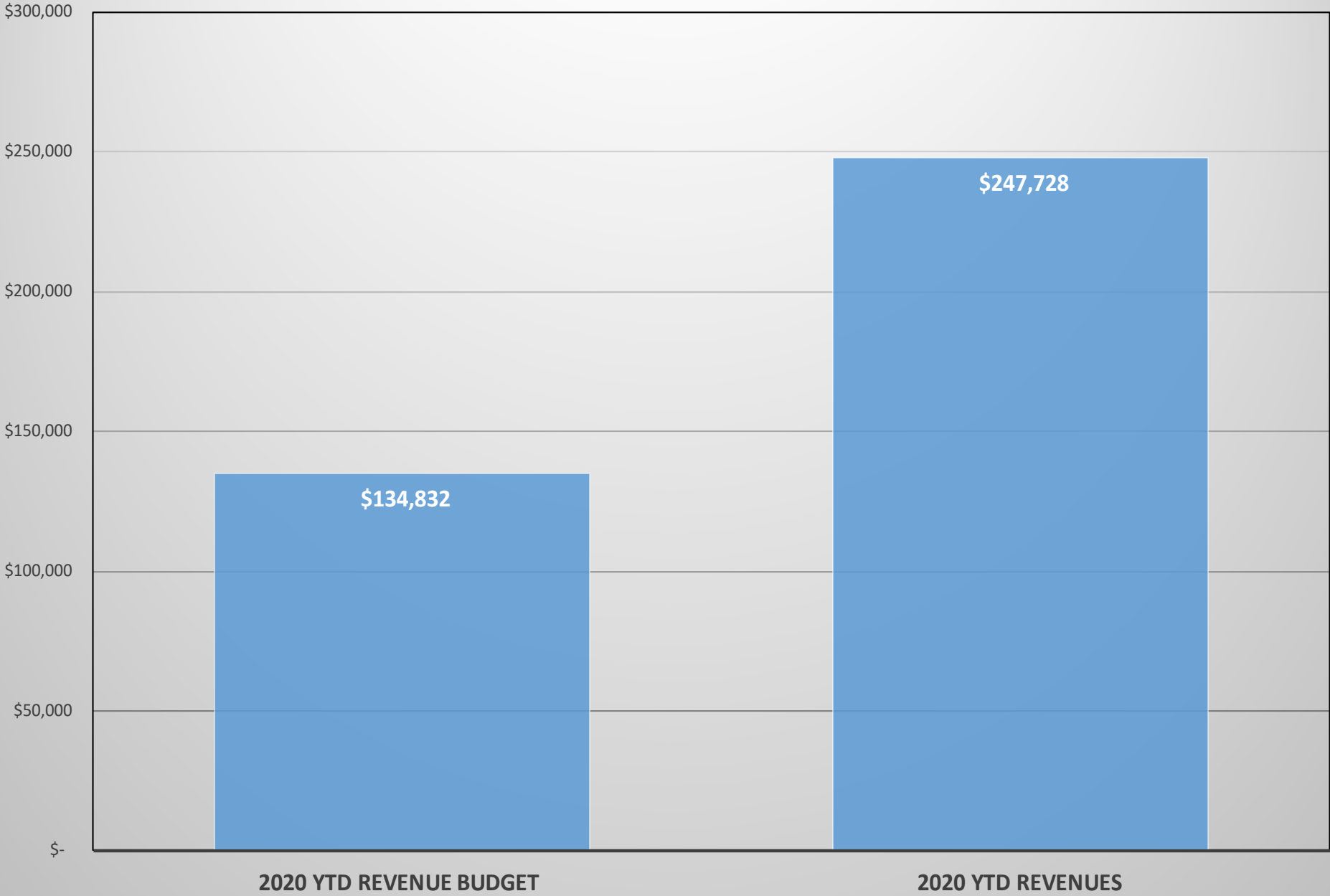


Golf Fund

February 2020 Operating Expenditures vs. Historical Budget Average

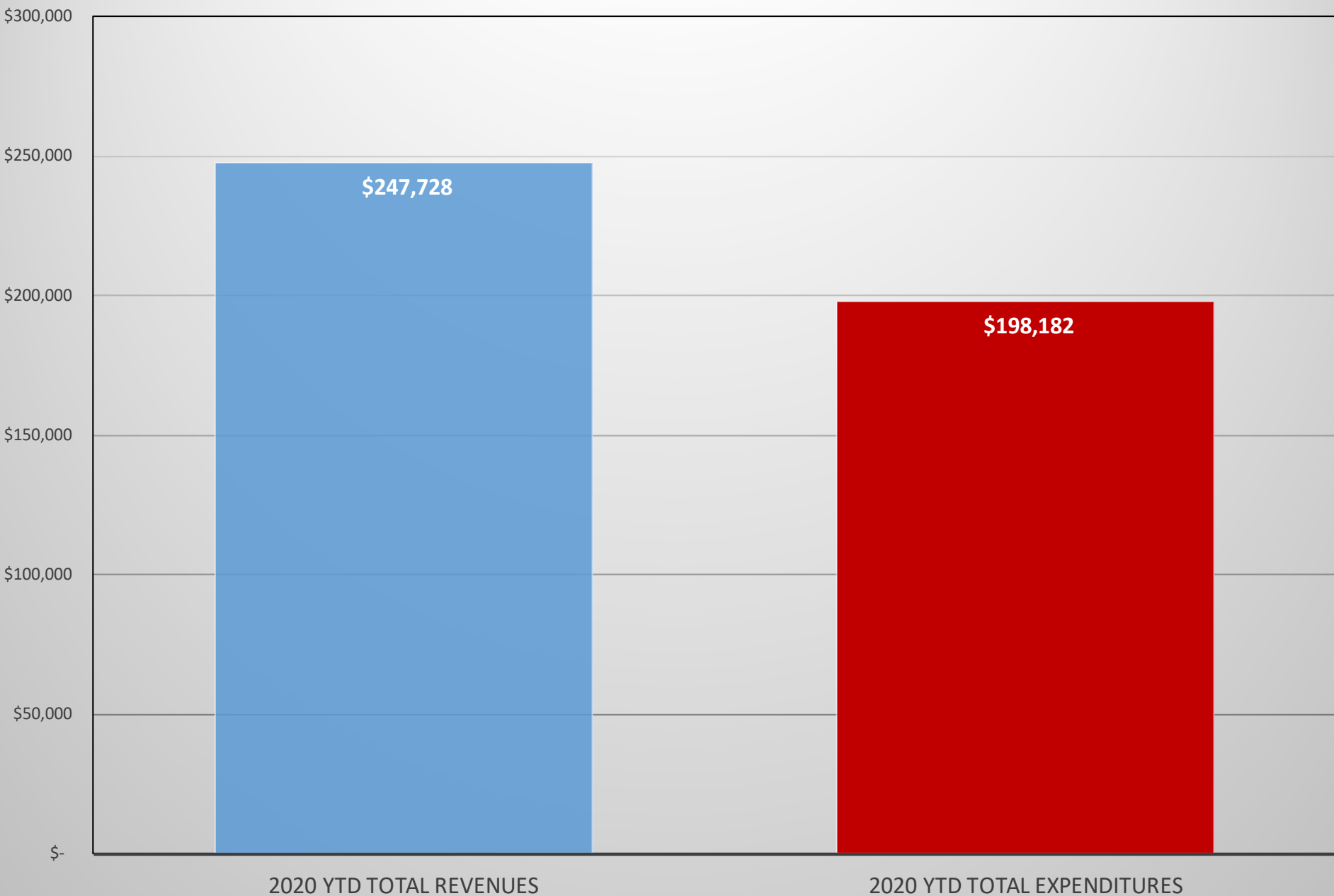


Golf Fund
February 2020 Total Revenues vs. Historical Budget Average



Golf Fund

Total February 2020 YTD Expenditures vs. Total YTD Revenues



Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	March 9, 2020		
Requester	Jonathan Moog	Phone number: 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/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Lancer Food Holdings concessionaire and catering services agreement		
Begin/end dates	Begins: Upon Signature Ends: Feb. 28, 2025 <input type="checkbox"/> Open ended		
Background/history: Riverfront Spokane is requesting a five (5) year agreement to support exclusive concessionaire services at the Loeff Carrousel, Numerica Skate Ribbon, US Pavilion, Manito Park bench, Merkel Sports Complex and private event catering services. Non-exclusive services may also be available at Riverfront Park's outdoor venues and other City of Spokane Parks and Recreation venues. Services will be paid to the City at established commission rates based on gross revenues after taxes and re-evaluated after 2 years. In addition, Riverfront will have 13 blackout dates to apply at future Pavilion community events. Lancer Food Holdings was selected as the most responsive bidder following two separate Request for Proposal (RFP) processes.			
Motion wording: Approve concessionaire and catering services agreement with Lancer Food Holdings, as presented			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Lancer Food Holdings, LLC Name: Lisa Baptista Email address: lbaptista@lancercatering.com Phone: 774-644-4915			
Distribution: Parks – Accounting lbaptista@lancercatering.com Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: Budget code: Percentage of gross revenue after taxes 1400-(54341,54351,54352,54353,54354,54355)-76901-36281			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			




Lancer Food Holdings

Concessions and Catering Services Agreement

Jonathan Moog




LANCER
HOSPITALITY

- A subsidiary of Elor North America
 - 20,000 + employees, \$1.5 Billion Revenue, #5 in Market position
- 30 plus years in food service and catering
- Services Provided in Washington, Arizona, Kansas, Oklahoma, Texas, Minnesota, Wisconsin, Tennessee, Pennsylvania & Connecticut
- Concessions Experience: Point Defiance Zoo & Aquarium
- Event Experience: ZooTunes Concert series at Woodland Park Zoo, Music in the Zoo Concert series at Minnesota Zoo




Agreement Overview

- Lancer will operate exclusively in the following capacity:
 - Concession stands at Numerica Skate Ribbon, Loeff Carrousel, Manito Park Bench, and Merkel Sports Complex
 - All concession and alcohol services at US Pavilion
 - Catering services at Riverfront Park
- Lancer may operate non-exclusively in the following capacity:
 - Food services at Riverfront Park outdoor venues and other City of Spokane Parks and Recreation venues
- 13 Blackout dates for community food-based events



Agreement Terms

- Term
 - 5 years, through Feb. 28, 2025
 - 1 – two-year extension
- Commission Structure
 - Based on Gross sales after taxes
 - Concessions: 11%
 - Catering: 14%
 - Pavilion Concerts:
 - 11% food Sales
 - 15% Alcohol Sales
 - Rates re-evaluated at the end of Year 2
- Additional Compensation
 - \$125,000 (Year 1) for additional concession investment
 - \$50,000 (Year 3) for additional concession investment
 - \$15,000 annually for marketing and promotion of concession services
- Commissions are paid monthly
- Termination
 - 90 days notice between Oct & Dec



Lancer Hospitality Obligations

Selected Highlights:

- Provides at Lancer's cost all staffing and food/beverage purchases to support concessions and catering services including janitorial of designated spaces
- Acquires and holds Alcohol license
- Provides preventative of food service equipment and corrective service up to \$3,000 annually
- Services branded as Riverfront Spokane
- Hire secret shopper program
- Provide detailed reports
- Honors Riverfront Sponsorships and activations
- Markets concession and catering sites and services.



City Clerk's No. _____



City of Spokane

REVENUE AGREEMENT

**Title: LANCER FOOD HOLDINGS, LLC.
EXCLUSIVE & NON-EXCLUSIVE
CONCESSIONAIRE & CATERING SERVICES
FOR CITY OF SPOKANE'S RIVERFRONT PARK**

This Agreement is made and entered into by and between the **City of Spokane**, a Washington State municipal corporation, whose address is 808 West Spokane Falls Blvd., Spokane, WA, 99201, as ("City") and **Lancer Food Holdings, LLC.**, whose address is 767 Eustis Street, Suite 145, St. Paul, Minnesota, 55114, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane desires to receive Concessionaire & Catering Services in and for its Riverfront Park; and,

WHEREAS, the "Contractor" shall exclusively market, sell, and provide Catering services for special events in designated event and meeting spaces in Riverfront Park; and,

WHEREAS, the "Contractor" shall exclusively market, sell, and provide Concession services in Riverfront Parks' U.S. Pavilion, Skate Ribbon, Loeff Carrousel, Merkel Sports Complex Concession Stands, and Manito Park Bench Cafe; and,

WHEREAS, the "Contractor" shall non-exclusively market, sell and provide Catering Services at Riverfront Park's outdoor venues and other City of Spokane Parks and Recreation-owned and operated venues as arranged;

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

1. TERM OF AGREEMENT / RENEWAL

The term of this Agreement is for Five (5) years to begin upon date of signature and run through February 28, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed, upon agreement, for one (1) additional two (2) year term.

2. TIME OF BEGINNING AND COMPLETION

The Contractor shall begin the work outlined in the “Scope of Work” on the beginning date, above. The City will acknowledge in writing when the Works are complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

3. DEFINITIONS

Cost of Sales – Shall mean and include all costs and expenses incurred by Contractor in the operation of the Services and City facilities, including but not limited to payroll and personnel costs of Contractor employees, permitting and licensing fees, state and local taxes, training costs, cost of maintenance of equipment, cost of required employee uniforms, cleaning costs, maintenance, repair and replacement of expenses and disposal of grease. Cost of Sales shall not include costs or expenses necessitated as a direct result and to the extent of negligence or willful misconduct of the Contractor.

Net Revenue – All food and beverage sales revenue received excluding sales taxes and discounted sales.

4. REVENUE / COMPENSATION

Compensation to the City of Spokane shall be calculated and payable on the following schedules:

COMMISSION STRUCTURES:

CONCESSIONS: Eleven Percent (11%) of net visitor dining food revenue earned at:
U.S. Pavilion, *Pavilion Concerts;
Sky Ribbon Café;
Looft Carrousel; Spokane Parks & Recreation Portable Concessions
Merkel Sports Complex; and,
Manito Park Bench.

CATERING: Fourteen Percent (14%) of net catering revenue earned at:

Riverfront Park;
U.S. Pavilion;
Skate Ribbon; Spokane Parks & Recreation Venues (as assigned); and,
Looft Carrousel.

At the end of Year 2, Lancer and the City of Spokane collectively, will revisit the commission structure and adjust as needed after reviewing Year 2 operating results.

PAVILION CONCERTS

Food commission shall be 11% however, for alcohol only in Year 1, Lancer is proposing the following structure for the concert alcohol commission:

- 15% for revenues Up to \$500,000
- 20% for revenues over \$500,000

At the annual year-end review of Year 1, Lancer and the City will review the commission rates for alcohol revenues for concerts if the first-year revenues exceed \$500,000.

At which time Lancer would propose to increase the commissions for alcohol revenues for concerts with the following:

- Revenues up to \$750,000: 25%
- Revenues over \$750,000: 30%

Commission percentages are based on net sale taxes, discounted sales and credit card processing fees. Commission fees due to the City will be submitted on a monthly basis.

Contractor employees will receive a fifty percent (50%) discount on food and beverages. City employees will receive a fifteen percent (15%) discount on food and beverages. These sales are non-commissionable.

ADDITIONAL REVENUE:

Contractor agrees to invest a total of **One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00)** into Riverfront Park to support concession and catering related services. An initial investment of \$125,000.00 shall be spent during Year 1 and the remaining \$50,000.00 shall be spent during Year 3. Contractor will provide City with draft investment plan for review and approval.

Contractor shall also invest **Fifteen Thousand Dollars (\$15,000.00)** annually for the purposes of marketing and promotion of event spaces located at Riverfront Park to include the U.S. Pavilion, Skate Ribbon and Looff Carrousel.

In the event the Contract terminates prior to full amortization of Contractor's investment for capital equipment, Contractor shall maintain a security interest in any such equipment until the full investment amount has been amortized, bought out, or otherwise repaid. Security interest will be released after the contract term expires in Year 5.

5. SCOPE OF WORK

A. CONCESSION SERVICES:

U.S. PAVILION:

The Contractor shall provide Food and Beverage Concession Services for all scheduled events at the U.S. Pavilion, including move-in and move-out periods as required

by U.S. Pavilion management. Food and Beverage Concession Services shall include, at a minimum, advance preparation of concession areas; hiring and scheduling of all necessary staff, purchase of food products and beverages; operation during the hours specified by the City; ongoing housekeeping services in concession areas during operating hours; and equipment removal, cleanup and restoration of concession areas to the conditions established by The City.

LOOFF CARROUSEL, SKY RIBBON CAFÉ, MERKEL SPORTS COMPLEX & MAN-ITO PARK BENCH CAFÉ

The Contractor's concession program shall ensure a high customer patronage and premium food/beverage quality and service levels for all food and beverage services consistently throughout the term of the Contract. Contractor operations will be limited to current concession locations.

- a) The Contractor may manage and operate a "Branded Product Program" utilizing national or local branded products and branded offerings and/or concessions, as both individual entities and as products marketed under other umbrella names, provided that such branded products do not conflict with the City's sponsored products.
- b) The Contractor shall maintain concession equipment at the Facilities as outlined in the Scope of Work, ensuring that the concession equipment are in good repair and ready for service during operating hours and special events.

B. CATERING SERVICES:

U.S. PAVILION & RIVERFRONT PARK

1. The Contractor shall provide Catering Services including but not limited to advance sales, hiring and scheduling of all required staff; all necessary food and beverage purchasing, preparation and service operations; delivery of all catered services; and cleanup and restoration of service areas to the conditions established by The City.
2. The Contractor shall manage and operate a Catering program that successfully markets and operates full Food and Beverage Services for meetings, receptions, VIP functions, banquets and related functions. Such services will be branded as Riverfront Spokane.
3. The Contractor shall integrate the Catering program with the Concessions program to the greatest extent commercially practical with innovative offerings of local and fresh products, local/regional/national branded product offerings as appropriate.
4. The Contractor shall provide specialized services including but not limited to:
 - a) The provision of Food and Beverage Services to U.S. Pavilion and Riverfront Park meeting rooms and licensed event organizer management offices used by U.S. Pavilion Customers. Services may range from snacks to elaborate catered meals. These services will require constant attention from the Contractor

- for re-supply and freshness purposes, and may require immediate removal of services at specific times determined by the Customer and/or The City;
- b) In conjunction with The City sales and event staff, the Contractor shall actively sell and market Food and Beverage Services to booked and potential U.S. Pavilion and Riverfront Park Customers. The sales and marketing activities shall include developing a menu, selling appropriate Food and Beverage Services, and placing a link to the Contractor's active point-of-sale portal on The City's designated website(s).
 - c) Contractor shall offer Park & Recreation employees a discount on Contractor's internal menu or purchase from external catering menu at a 20% discount.
 - d) Internal meetings that include snacks, beverages or potlucks for Park & Recreational meetings can be purchased outside of Contractor's exclusivity agreement.
 - e) The City will not receive commission for events utilizing the special 20% discounted menu nor will it earn commission on Lancer and City employee discounted food items.

C. ALCOHOLIC BEVERAGES

- a) Liquor Law Compliance – The privilege to sell alcoholic beverages shall be subject to the provision of all laws of the State of Washington applicable to the sale for liquor, wine and beer. Contractor will be responsible for obtaining all necessary licenses for the sale of such beverages.
- b) The Contractor will be solely responsible for complying with all industry standard food safety procedures and for any health issues arising from the service of food by Contractor or any of its employees or agents.
- c) Contractor will provide and fund adequate alcohol enforcement security during U.S. Pavilion music events that comply with the Washington Liquor and Cannabis Board mandatory requirements per attendee.

6. BLACK OUT DATES

The City shall have thirteen (13) event days per year for non-exclusive concessionaire use (black-out days) at the U.S. Pavilion in which City or City-approved event organizer may select alternative vendors; food and beverage service providers to include alcohol sales and service as allowed by the Washington State Liquor and Cannabis Board. For avoidance of doubt, the provision of food and beverage services for park events in which an organization or individual rents an outdoor venue for a public community event, or city produced event, is outside the scope of this agreement. Park event organizer may select alternative food and beverage service providers provided that the event does not take place at the U.S. Pavilion.

7. HOURS OF OPERATION

Hours of operation may vary throughout the year by need and park location. Contractor will work with the City to mutually agree on hours of operation that consistently

support attraction, event, and tournament or league hours (where applicable) as well as provide food and beverage amenities to park visitors. Contractor recognizes that seasonal changeovers, park construction and other building modifications may impact food and beverage operations. City will make best efforts to avoid service interruptions.

8. TRAINING

- a) The Contractor shall train and closely supervise each employee so that each employee knows, understands and complies always with the high standards of cleanliness, courtesy and service required by The City.
- b) The Contractor shall ensure that its employees are trained and maintain current certifications (if required) in customer service, alcohol serving and awareness, cashiering, food merchandising, banquet service, workplace safety, First Aid, substance abuse recognition, emergency response, and other disciplines generally required for the provision of food and beverage services.
- c) The Contractor shall provide a training report that identifies the training offered, the names of each Contractor employee successfully completing each course and the planned training programs.
- d) The Contractor shall comply and participate in city administrated emergency training and drills.

9. EQUIPMENT AND MAINTENANCE

- a) The City owns and maintains the basic concession equipment permanently located at City Venues. City will provide Contractor use without charge; provided, however, that The City Equipment shall remain the property of The City.
- b) Contractor shall provide for the preventative maintenance of city-provided Equipment as required, and per manufacture requirements, for the normal operations of the Contractor (e.g. hood cleaning, condensers, oil filters); the cost of and expense of such maintenance will be considered a Cost of Sale.
- c) The Contractor shall provide daily janitorial, sanitation and maintenance services in its Food and Beverage Service locations to the satisfaction of The City. Work areas are defined at each facility per Exhibit C.
- d) The location of any and all portable concession cart sites and storage spaces shall be approved by Director of Riverfront Park; provided, however, that Contractor shall acquire no rights to the location of such sites or spaces, it being understood by the parties that the City reserves the right to require Contractor to eliminate or relocate such sites and spaces and/or to relocate or remove items and equipment from storage spaces to accommodate event requirements.
- e) The Contractor shall provide and pay for the repair and replacement of all uniforms, Smallwares and equipment maintenance during the Term of the Contract. All uniforms will be branded with Riverfront Spokane logo.
- f) City owned equipment may not be removed, relocated or discarded without written permission of the City. If Contractor desires to locate or install additional equipment

for use in the food/service areas of the Facilities, Contractor shall obtain the prior written approval of the same from the City.

- g) Food service equipment purchased by Contractor must be surrendered upon the expiration or termination of the Agreement unless called out in writing prior to use by Contractor (e.g. chef knives, smallwares, and other Contractor procured cooking or food service accessories) that have not been purchased with capital improvement funds outlined in section 4.
- h) Any signage used to display product information and pricing shall be maintained in good and working order. All signage must be preapproved prior to installation and shall not conflict with any sponsorship arrangement entered into by City and shall be expressly used to advertise a product for sale at the location that the sign is being displayed.
- i) Contractor shall, prior to making any routine repairs, other than repairs to its own equipment, or emergency repairs, consult with City to determine whether City wishes to make the repairs with its own personnel. Should it be necessary to have anyone other than City personnel make repairs, Contractor will be reimbursed for such repair costs to City equipment. The City will approve repairs costs exceeding \$_500 with such approval being given within a reasonable timeframe. Contractor will be responsible for repair costs of any contractor owned equipment and the first \$500 for city owned equipment annually. Repair costs not to exceed \$3,000 annually for all city owned equipment. If and when major pieces of equipment need to be replaced, any remaining capital investment funds can be used for replacement with mutual agreement with City personnel.
- j) In the event that Contractor refuses or neglects to make the routine repairs and maintenance, to the extent Contractor is obligated to do so under this agreement, or if City is required to make any repair necessitated by the negligent acts or omissions of Contractor, its employees, agents, servants, or licensees, City shall have the right to make such repairs on behalf of or for the Contractor. In the event that the City shall make such repairs, such work shall be reimbursed by Contractor.
- k) Contractor will develop recommended footprint for portable concessions equipment/sales in Riverfront Park for City review and approval.
- l) Trash Services – The City will be responsible for emptying of the trash and recycling receptacles. Contractor will be responsible for removal of trash and recycling materials from concession and dining areas within City Facilities and for bringing them to City-designated collection sites. Contractor will also be responsible for grease disposal and routine grease trap cleaning.

10. UTILITIES

- a) The City shall furnish, at no cost for consumption, all electric, gas, internet (as available per infrastructure and City IT regulations), water and drainage utilities necessary for food service operations. Contractor shall make best efforts to practice prudent energy management satisfactory to City management. The Contractor

may connect standard household electrical connectors into existing standard electrical wall outlets. The Contractor shall pay the appropriate Service Contractor for any temporary service connections required for Food and Beverage Services.

- b) City will provide contractor with telephone service per City rules and regulations.
- c) City shall not be liable or responsible for any failure to furnish utility services, weather occasioned by strike or other work stoppage; federal, state or local government action; breakdown or failure of apparatus, equipment or machinery deployed in supplying the said services; any temporary stoppage for the repairs, improvements or enlargement thereof or any act or conditions beyond its reasonable control. City shall not be responsible for any goods, products or equipment stored at City venues, nor will City be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.
- d) City will provide Contractor password protected WiFi credentials for event operation and POS credit card machines when available.

11. PAVILION CONCERT OPERATIONS

- a) City's exclusive concert production provider, AEG Presents (AEG), shall have the right to book music events at the U.S. Pavilion during any date falling between May 1 and September 30; provided that on April 1 of each year, City and Contractor shall be permitted to book events between May 1 and September 30 pending City approval.
- b) When AEG uses Contractor for a private party in which backstage catering is required (e.g. feeding artists, AEG staff, etc.) at any Music Event, as outlined in City's agreement with concert production provider, Contractor shall provide food and beverage services at cost plus ten percent (10%). If AEG chooses to use a different Contractor for either of the purposes described in this paragraph, concert production provider shall pay a ten percent (10%) service charge for doing so.
- c) In compliance with Washington laws related to the sale and distribution of alcoholic beverages, only the City's Contractor may order, service and sell alcoholic beverages.
- d) Contractor shall provide twelve (12) support staff for a two (2) hour duration per AEG Music Event at the U.S. Pavilion. Support staff shall provide assistance with chair removal and waste diversion from the Pavilion floor at the conclusion of each event as needed.

12. MARKETING & SPONSORSHIP

- a. Contractor shall work collaboratively with the City to develop an annual marketing and promotion campaign, each contract year, for event and concession spaces at Riverfront Park, the U.S. Pavilion, Skate Ribbon and the Looft Carrousel. The Marketing Plan shall include targeted markets including weddings, corporate and social catering opportunities. Contractor and

the City shall work in cooperation toward a mutually agreed upon purpose of marketing and promotion of event spaces in Riverfront Park at the U.S. Pavilion, Skate Ribbon and Looff Carrousel facilities.

- b. Marketing efforts shall include on-site promotions, brochures, direct mailings, newsletters, social media, PR, networking and outreach, web and email campaigns, trade show booths and paid advertisements.
- c. Contractor shall brand activities “Riverfront Spokane” to the extent possible that Contractor activity and employees are indistinguishable from City staff.
- d. Sponsorship and Advertising – The City retains all sponsorship and advertising rights in City Facilities. Contractor will support the sale of sponsor-branded products and mutually agreed upon activations as outlined in City sponsorship agreements.

13. MYSTERY SHOPPING PROGRAM / CUSTOMER SERVICE

Contractor shall implement the services of an independent third party contractor to perform mystery shopping surveys, each month, during peak season (March to Labor Day). This evaluation shall include: one mystery shop of a concert event per month, per season. During October to February, Contractor shall complete one mystery shopping survey per month. Contractor is responsible for all fees associated with implementation of this third party contractor.

14. ADDITIONAL SERVICES & DETAILS

- a) The Contractor shall comply with all recycling rules, regulations, policies and procedures of The City and/or appropriate governmental bodies, including The City of Spokane or Riverfront sustainability action plan. The Contractor shall make best efforts to utilize recyclable or compostable disposable plates, cutlery and cups for all Concessions Sales and Services. To the extent possible, the contractor shall also assist city in advancing sustainability goals by educating consumers about waste disposal and properly labeling receptacles.
- b) It is the intent of The City that the Contractor use the City's branded, sponsored and/or subcontracted products and serving items throughout City Venues. Such products and serving items may require, without limitation, customized logoed containers, serving papers and wraps. The Contractor shall agree to purchase and use such items as directed by The City.
- c) The Contractor shall identify local products and vendors to utilize throughout the City venues whenever possible.
- d) The Contractor shall present every year for The City's review and approval its written proposal for menu and pricing for the upcoming Fiscal Year.

- e) Contractor may use Contractor supplied POS system at its own cost and expense.
- f) Operations Observations - City shall have the right to observe any transaction or transactions between Contractor and the public involving any sales authorized hereunder for the purposes of determining the quality and quantities of food, beverages and facilities offered to the public, the prices charged therefor and the accountability of the Gross Receipts received therefrom. City shall also have the right to make any and all examinations, tests, measurements, weighing, etc. as it may desire of all materials, food and supplies in Contractor's possession and to be sold by Contractor, in order to determine their quality and quantity.
- g) Facilities Inspections - City shall have the right at any time and as often as the Director considers necessary to inspect the Locations and places of operation of Contractor and to advise Contractor of the existence of any conditions which the Director determines to be unsafe, unsanitary or detrimental to the public or the operation of the City Venues. Contractor agrees to correct all such conditions promptly after notice. All such conditions will be corrected within at least 24 hours from notification. If not remedied within 24 hours, City or its hired agent, may correct the deficiency and charge the contractor for said work.
- h) Right of Entry Reserved - City, through its agents and/or employees, representatives, and contractors, shall have the continual right to enter upon and under all portions of the Locations to inspect the same, to observe the performance of Contractor of its obligations under this Agreement, to conduct inspections and/or audits, and to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which City may be obligated or has the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of City under this Agreement.
- i) At City's discretion, Contractor and City may work toward a mutually-agreed upon solution to allow Contractor's food service team to sell attraction tickets. City is amenable to Contractor using the city's POS system, pending IT review and approval.
- j) Sponsorship giveaways and/or samples to guests shall be limited to 2 oz. liquid and 4 oz. food portions.. Exceptions may be made for major event sponsors (e.g. presenting or tour sponsors) upon request by City
- k) City may allow Contractor to sell non-consumable merchandise, which items and commission rates shall be pre-approved prior to sale.

12. RECORD KEEPING AND ACCOUNTABILITY

The Contractor shall submit the following regular accounting reports:

- a) A monthly POS report for each Event, summarizing customer pricing; sales by location; total inventory sales; total register sales; and cash overages and shortages;

- b) A monthly revenue and payment report, in a format approved by The City, for each Accounting Period;
- c) Detailed revenue reports for each Event held in the previous month;
- d) Quarterly Profit and Loss statements.
- e) Post event food and beverage sales reports for AEG produced Music Events in the U.S. Pavilion to be used for artist settlement.
- f) Annual Reports - Not later than forty-five (45) calendar days of the close of each calendar year during the Term, Contractor shall furnish to City a true and accurate, audited financial statement of Gross Receipts, Gross Sales, and Cost of Sales. The Statement of Receipts and Expenses shall contain and include (without limitation) a breakdown of Gross Receipts, Gross Sales, and Cost of Sales. Report shall be prepared and certified by an independent certified public accountant. Such statement shall be furnished for every Contract Year in which business was transacted under this Agreement during the whole or any part of the year. At City's sole discretion, and at City's sole cost and expense, City may conduct a review of Contractor's books and records with respect to the Statement of Receipts and Expenses through City's Auditor or by hiring an independent CPA and the Incentive Criteria report through City's Auditor or an independent third party agreed to by the parties.

13. TAXES, FEES AND LICENSES

- a) Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permits, etc. necessary to conduct the work included under this Agreement. It is the Contractor'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 paid by the Contractor.

14. 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 Contractor 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 Contractor 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.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Subcontractors will be required to provide a lien waiver for work performed on City equipment and for any service provided to support Contractor's food and beverage services outlined in this agreement. It will be responsibility of the Contractor to collect and record such waivers. Failure to collect

waivers will not bind the City and will fall on the Contractor remedy. Copies of all Subcontractor invoices that are rebilled to the City are required.

15. 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 Contractor 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.

16. INDEMNIFICATION

The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

17. INSURANCE

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- 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 Employer's Liability Insurance in the amount of \$1,000,000;

- 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 Contractor's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Contractor'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.
- b) There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

18. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION. (Attachment A)

The Contractor 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.

19. AUDIT

The Contractor and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Contractor and its sub-contractors 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.

20. KEY PERSONS

The Contractor shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Agreement.

All Food and Beverage Services employees shall be employees of the Contractor, and not of the City. The Contractor shall be an independent contractor, and the Contract shall not in any way create or form a partnership or joint venture with the City.

21. ASSIGNMENT AND SUBCONTRACTING

The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor 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 Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

22. TERMINATION

If any one or more of the following shall occur, the City may at its option terminate this Agreement by sending written notice of termination, by registered or certified mail, to Contractor at its address set forth herein, which notice shall be deemed given when received.

1. Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute; or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answering seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof.
2. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency laws or statutes shall be filed against Contractor and shall not be discussed or stayed within thirty (30) calendar days after the filing thereof.
3. Interests or rights of Contractor shall be transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship or liquidation.

4. Contractor shall become a corporation in dissolution.
5. Contractor shall voluntarily discontinue its operation at City of Spokane facilities.
6. Contractor loses its liquor license.
7. City shall determine in its sole and absolute discretion that the City venues shall be closed or abandoned.
8. In the event Contractor shall fail to perform or, improperly performs any of its obligations hereunder ("Non-performance"), then City shall have the right to provide Contractor with a notice of default which shall set forth specifically the Non-performance. Contractor shall have thirty (30) calendar days from the date of receipt of such notice, except as provided below, within which to correct the Non-performance. Should Contractor cure the Non-performance within the thirty (30) calendar day period, it shall notify City in writing of such cure. In the event the Non-performance is not cured within such thirty (30) calendar day period, City may then terminate this Agreement by giving Contractor fifteen (15) calendar days' written notice of its decision to do so which notice shall specify the exact date of termination. Such termination notice shall not extend further the cure period afforded to Contractor. Notwithstanding the foregoing, if the Non-performance cannot be cured through the exercise of reasonable diligence within the thirty (30) day period, then such thirty (30) day period shall be extended to a time as is reasonable to cure the Non-performance, provided Contractor has proceeded and is continuing to proceed in a diligent and reasonable manner to cure. Contractor shall, if the Non-performance cannot be cured within the thirty (30) day time period through the exercise of reasonable diligence so advise City in writing and also provide its best estimate of when such Non-performance will be cured and shall further advise City of such cure when accomplished.

Notwithstanding the above, either party may terminate the Contract without cause upon ninety (90) days' written notice to the other. Termination notice must be provided October 1 – December 31.

23. STANDARD OF PERFORMANCE

The standard of performance applicable to Contractor'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.

24. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS

Original documents, receipts, 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 Contractor shall be safeguarded by the Contractor. The Contractor shall make such data, documents and files available to the City upon the City's request. If the City's use of the Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

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).

25. 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.

26. 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 Contractor, 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 Contractor 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 Contractor after the time the same shall have become due nor payment to the Contractor 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 Contractor. 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.

LANCER FOOD HOLDINGS, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

604-568-815 With / a _____
WA UBI No. City of Spokane Business
 Endorsement No.

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate Regarding Debarment

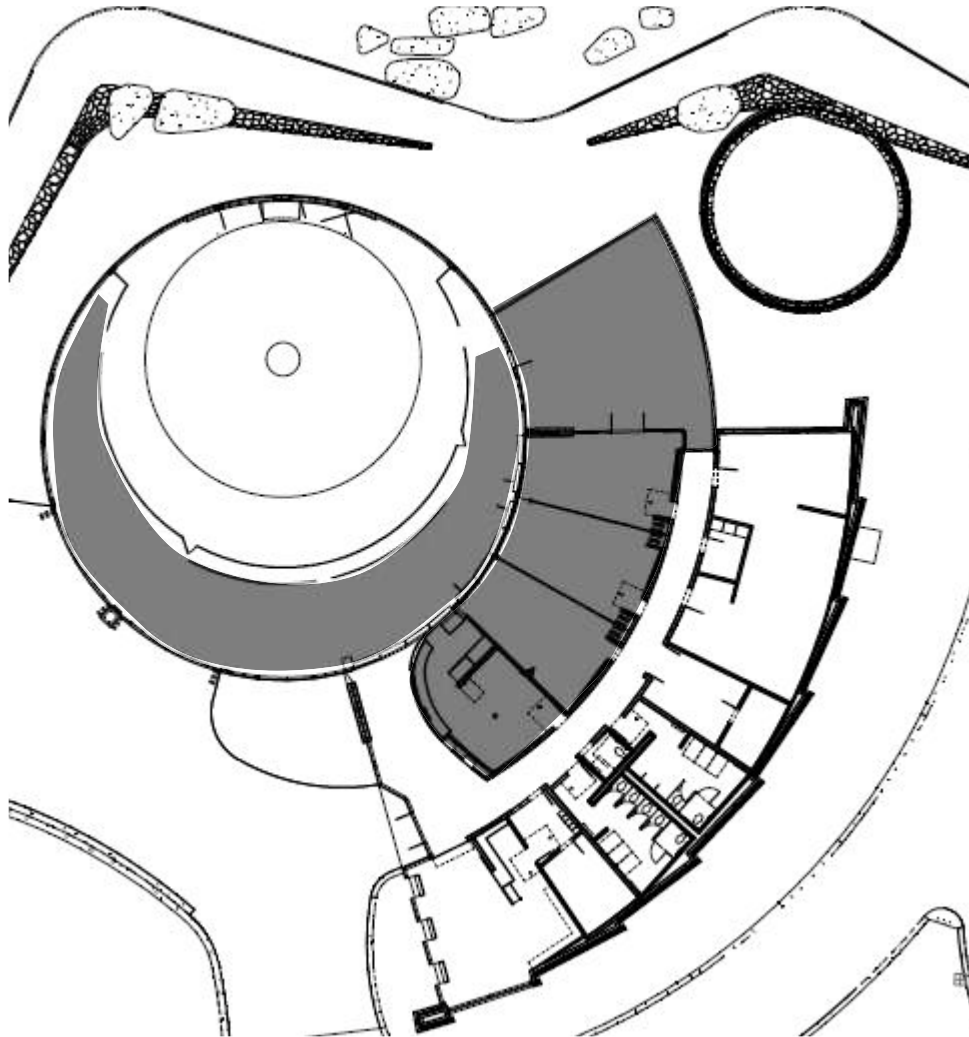
Attachment B - Certificate of Insurance

Attachment C - Contractor Work Areas

2020-1100-341

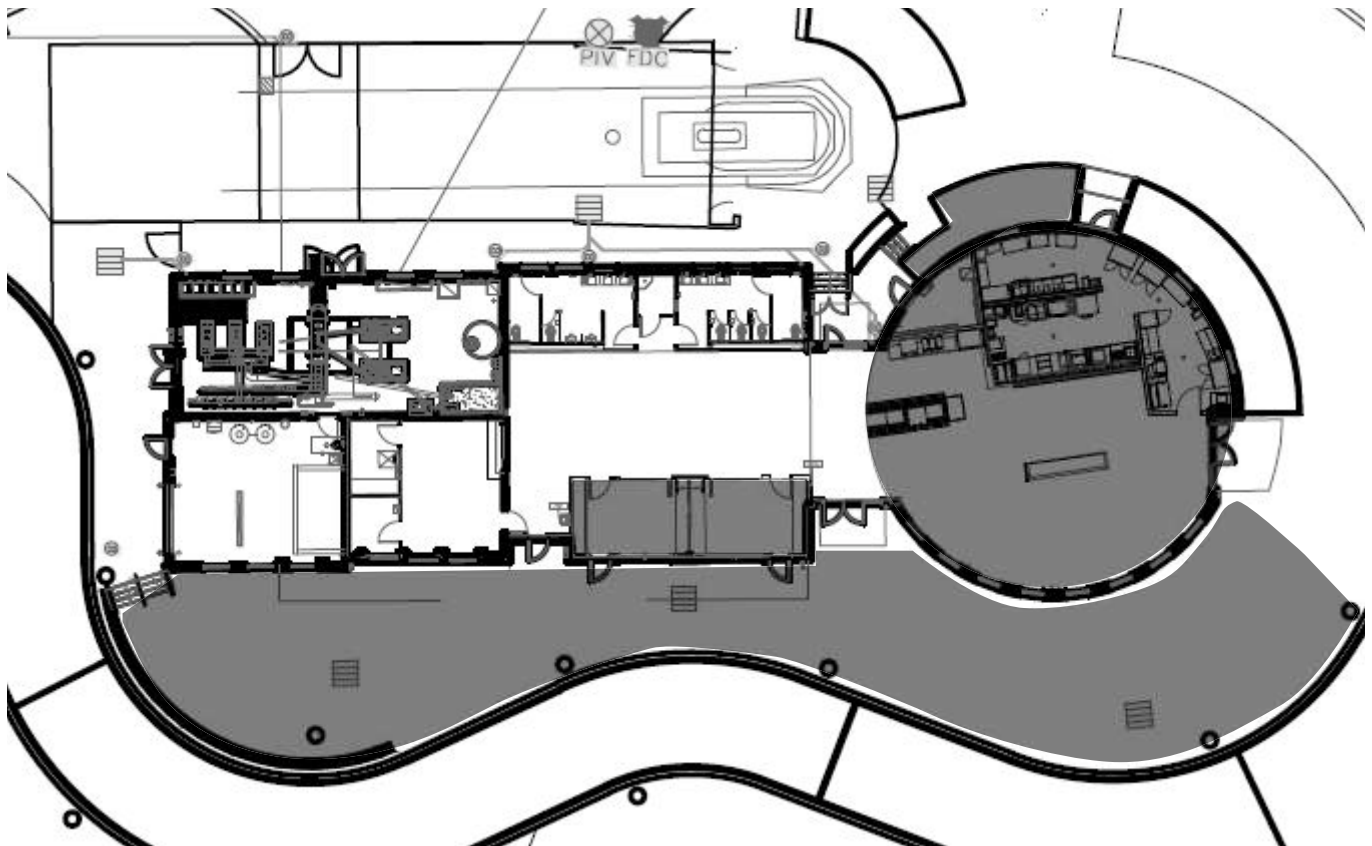
Exhibit C

Contractor Work Areas (Shaded)



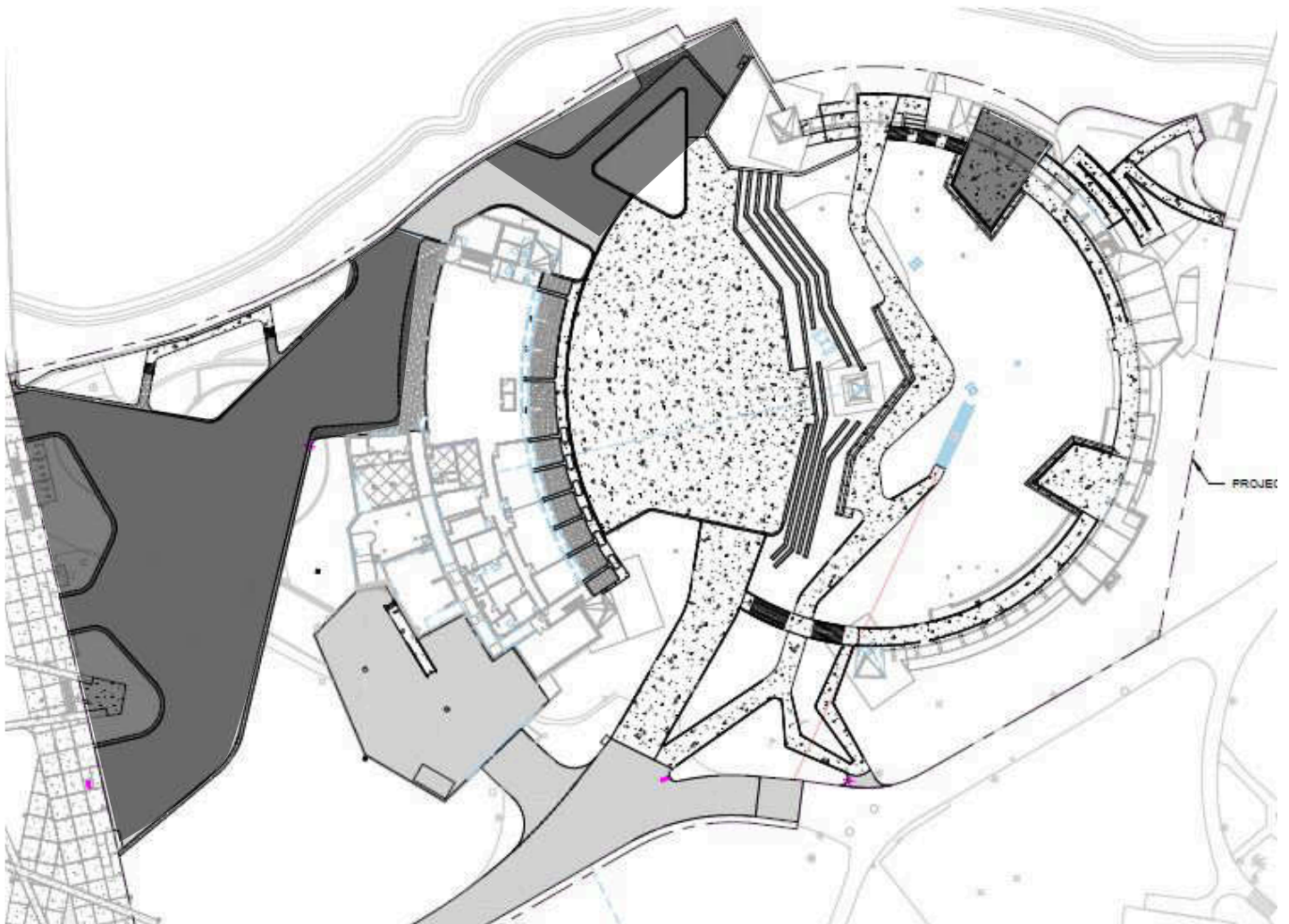
Loeff Carrousel

1. Concesssion stand and food prep/storage area
2. Three private event rooms and patio: Whirligig, Caliope, Brass Ring and outdoor patio
3. Carrousel Atrium/Rotunda



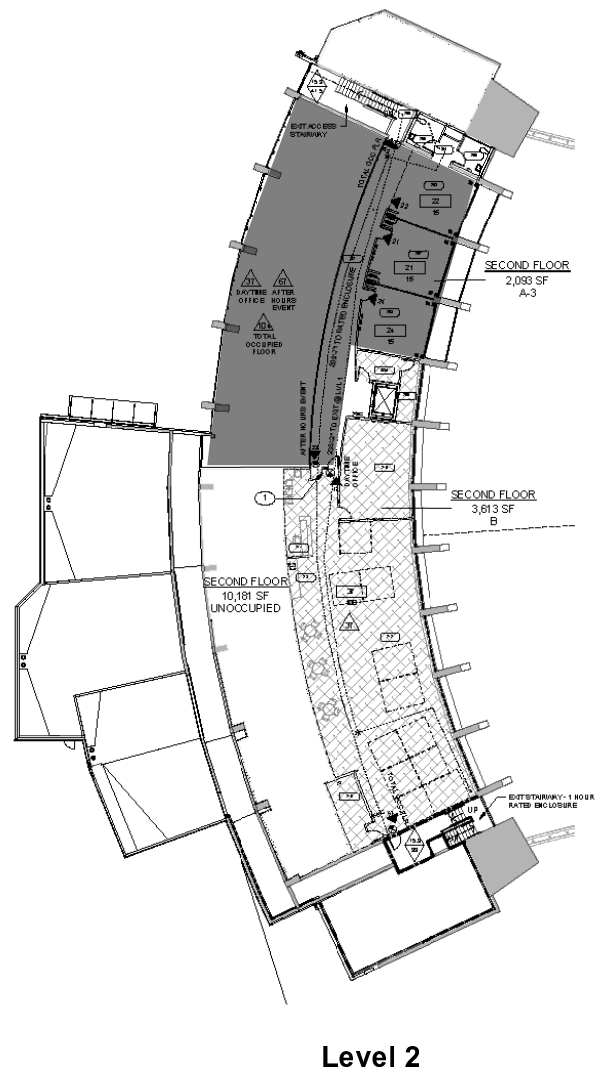
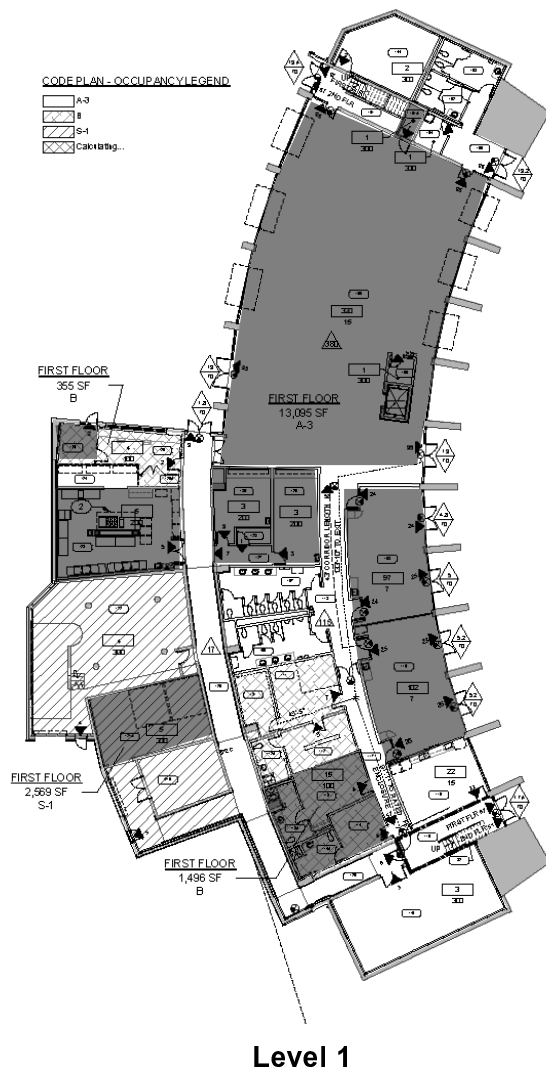
Numerica Skate Ribbon

1. Kitchen and food prep/storage area
2. Restaurant seating area
3. One special event / birthday party room



U.S. Pavilion - Outdoor Spaces

1. Pavilion Amphitheater & Main Bar
2. Portable concession areas as mutually agreed upon by Contractor/City
3. Central Plaza - portable concession areas as mutually agreed upon by Contractor/City



U.S. Pavilion Administration Building

1. SkyRoom
2. EXPO & 74 Rooms
3. Two dressing rooms
4. Public Lobby
5. Two concession stands (BOH)
6. Kitchen
7. Food storage area
8. Lobby Chair / Table Storage Area

Spokane Park Board

Briefing Paper



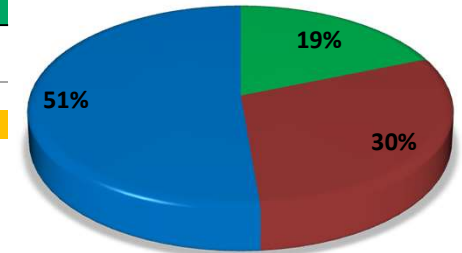
Committee	Finance		
Committee meeting date	March 10, 2020		
Requester	Jason Conley	Phone number: 625-6211	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	New OPR Cross Ref: OPR 2019-0848		
Item title: (Use exact language noted on the agenda)	Continuation of Parks fleet replacement pilot program (not to exceed \$145,000, tax inclusive)		
Begin/end dates	Begins: March 19, 2020 Ends: June 30, 2023 <input type="checkbox"/> Open ended		
Background/history: In March of 2019, Parks commenced a pilot program of lease to own vehicles. This program was encouraged by the City's CFO office under a Citywide master lease agreement, towards upgrading Parks aging fleet of vehicles. Parks has approximately 50 light duty vehicles, with an average fleet age of 14.9 years of age. Parks replaced five vehicles in 2019 under this program and desires to replace additional vehicles in 2020. Preliminary estimates indicate Parks will save \$350,000 over 10 years in a combination of vehicle purchase savings and lower maintenance and operation costs. Parks is currently spending over \$150,000 per year on maintenance and repair costs for the existing fleet. Under this pilot program, Parks leases each vehicle and has the opportunity to sell back the vehicle at a price equal or greater than the original purchase price. Over time, this program will refresh the entire fleet and provide the estimated savings stated above.			
Motion wording: Approve the continuation of the Parks fleet replacement pilot program in 2020 for additional lease-to-own purchases not to exceed \$145,000, tax inclusive.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Enterprise Fleet Name: Cody Bykonen Email address: cody.r.bykonen@efleets.com Phone: (425) 917-6308			
Distribution: Parks – Accounting cody.r.bykonen@efleets.com Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$145,000 Budget code: Existing fleet budgets			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

City of Spokane - Parks - Fleet Planning Analysis

Current Fleet	53	Fleet Growth	-3.03%	Proposed Fleet	46
Current Cycle	10.70	Annual Miles	4,700	Proposed Cycle	4.09
Current Maint.	\$125.00	Insurance	\$0.00	Proposed Maint.	\$25.12
Fuel Info		MPG	13	Price/Gallon	\$3.00

Fleet Costs Analysis

Fleet Mix				Fleet Cost							Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Est. Equity	Fuel	Fleet Budget	Net Cash
Incl. Tax											
Average	53	5.0	53	0	136,851	0	79,500	0	50,146	266,497	0
'19	51	5	46	5	0	35,099	70,507	0	48,781	154,387	112,110
'20	49	16	28	21	0	122,851	48,331	0	44,176	215,358	51,138
'21	47	15	11	36	0	218,196	27,353	-39,678	39,477	245,348	21,149
'22	46	15	0	46	0	278,249	13,868	-15,871	36,217	312,463	-45,966
'23	46	2	0	46	0	278,249	13,868	-65,353	36,217	262,980	3,516
'24	46	9	0	46	0	278,249	13,868	-213,344	36,217	114,990	151,507
'25	46	24	0	46	0	278,249	13,868	-79,091	36,217	249,242	17,254
'26	46	8	0	46	0	278,249	13,868	-112,509	36,217	215,824	50,672
'27	46	14	0	46	0	278,249	13,868	-81,361	36,217	246,973	19,524
'28	46	10	0	46	0	278,249	13,868	-15,871	36,217	312,463	-45,966



■ Fuel ■ Maintenance ■ Purchase

10-Year Savings

\$334,937

Avg. Sustainable Savings

\$38,598

Current Fleet Equity Analysis

YEAR	2019	2020	2021	2022	2023
QTY	7	18	17	11	0
RESALE	\$750	\$1,500	\$2,500	\$6,500	\$0
TOTAL	\$5,250	\$27,000	\$42,500	\$71,500	\$0
Estimated Current Fleet Equity**					\$146,250

Summary

10-Year Savings	\$334,937
Estimated Fleet Equity	\$146,250
Net Cash***	\$481,187

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

***Net Cash is the sum of the 10-year savings from the Fleet Planning Analysis and the Estimated Current Fleet Equity

Key Objectives

- **Lower average age of the fleet**
 - 77% of the current fleet is over 10 years old
 - Reduce overall vehicle age from **14.9 to less than 5**
 - Significant advancements in vehicle safety technology, Airbag Standardization, Back up Camera standardization, Electronic Stability Control, anti-lock brakes
- **Reduce operating costs**
 - Newer vehicles have a significantly lower maintenance expense
 - Newer vehicles have increased fuel efficiency with new technology implementations
- **Maintain a manageable vehicle budget**
 - Challenged by inconsistent yearly budgets
 - Currently vehicle budget is underfunded