



**Special Meeting of the
Spokane Park Board**
3 p.m. Thursday, March 18, 2021
WebEx virtual meeting
Call in: 408-418-9388
Access code: 187 756 8999

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
Hannah Kitz
Kevin Brownlee
Michael Cathcart – City Council liaison

Notice is hereby given that, pursuant to Gov. Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until the termination of the COVID-19 State of Emergency.

The special Spokane Park Board meeting will be held virtually via WebEx at 3 p.m., Thursday, March 18, 2021. The public will be able to listen to the meeting by calling 408-418-9388 and entering the access code 187 756 8999 when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. March 18 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to meeting attendees prior to the meeting.

Agenda

1. **Roll call** – *Jennifer Ogden*
2. **Public comment/correspondence** – *Jennifer Ogden*
3. **Special discussion/action items:**
 - A. [Lancer Food Holdings concessionaire and food services contract amendment #1](#) – *Jonathan Moog*
4. **Adjournment**

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.

City Clerk's No. OPR 2020-0380



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

Title: **CONCESSIONAIRE AND CATERING SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **LANCER FOOD HOLDINGS, LLC**, whose address is PO Box 40250, Saint Paul, Minnesota, 54104-8250 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Concessionaire and Catering Services in and for Riverfront Park; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract dated March 17, 2020 and March 3, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein (the “Contract”).

2. ADDITIONAL WORK.

The terms of the original Contract are amended as follows:

Section 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. The original term of Contract was five (5) years with an option for one (1) two (2) year extension. With this Amendment, the parties are exercising the extension and the Contract is hereby extended and shall run through and terminate on March 30, 2028.

The original Contract was approved in March 2020 but never implemented services due to the pandemic. The intent regarding the term change is re-establish a start date.

Section 3. Definitions. Local – Third party food service-related providers, vendors, and suppliers who are from Spokane and the Greater Inland Northwest area.

Section 4. Revenue/ Compensation.

COMMISSION STRUCTURES

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

Loeff Carrousel and Merkel Sports Complex concession stands are exempt from commission structures.

The parties will reassess and mutually agree upon revised compensation in year 5 (April 2026). Commissions for all other locations will remain the same and both Merkel Sports Complex and Loeff Carrousel will exceed more than Eleven Percent (11%)

ADDITIONAL REVENUE

Contractor agrees to invest a total of ~~One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00)~~ One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) into Riverfront Park to support concession and catering related services. An initial investment of ~~\$125,000.00~~ \$88,000.00 shall be spent during Year 1 and the remaining ~~\$50,000.00~~ \$52,000.00 shall be spent during Year 2.

City agrees to contribute Fifteen Thousand (\$15,000) in year 1 and Twenty Thousand (\$20,000) in year 2 for mutually agreeable capital expenditures.

Section 5.A. a Scope of Services

The Contractor ~~may~~ will 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. **To the best of the ability, Lancer will provide locally branded products and suppliers with following categories: Dairy products, cold beverages, confectionary, bread and pastry, coffee, meats and seafood.**

Section 11. Pavilion Concert Operations

Lancer will activate a minimum of three (3) or more individual local food trucks during the pavilion concerts.

Section 14. Additional Services and Details

l) Lancer will use commercially reasonable, good faith efforts to include local brand products and local suppliers into its menus which collectively account for 15% of gross revenue at Riverfront Park.

m) Lancer will provide opportunities for local vendors rotational cart/temporary installation “Pop Up” local food & beverage vendors to be located during the summer season (Memorial Day through Labor Day) next to the Manito Park Bench Café. City will receive no commission from gross revenues received from these activities.

n) Lancer will provide a minimum of five (5) food and beverage activations annually with the intent of supporting local vendors at Riverfront Park. City will receive no commission from gross revenues received from these activities and will be mutually reviewed and agreed upon between both parties.

o) North Bank of Riverfront Park will be reserved for local Food and Beverage providers. In absence of a local provider, Lancer has the non-exclusive opportunity to manage a rotational (no

greater than 30 days) cart/temporary installation “pop up” utilizing local vendors on the north bank of Riverfront Park during the summer season (Memorial Day through Labor Day) but may expand as desired. City will receive 11% commission from gross revenues associated with this activity. City may revoke permanent or exclusive use of the north bank site with reasonable notice.

p) During high attendance days when not in conflict with third party organized park events or private parties, Lancer will offer local food trucks opportunities to activate the park. Typical opportunities may include arts & cultural events and movie nights, or other events mutually agreed upon. City will receive 11% commission from gross revenues associated with this activity. This service is not intended establish exclusive rights to outdoor catering at riverfront park.

q) In areas referred to “pop up” installations, Lancer will sub-contract with locally owned and operated businesses to enhance the food and beverage programing. Sub-contractors must adhere to the following conditions: Each sub-contractor must submit a Food and Beverage Programing Agreement prior to authorization which includes local permit, proof of insurance, local health department license, sanitation plan and needs to be fully staffed while present. Sub-contractor shall provide food and beverage products of the highest quality and maintain a clean and aesthetically pleasing operation at all times. All aspects of the Sub-Contractor’s operations are subject to Lancer’s review and approval.

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

LANCER FOOD HOLDINGS, LLC

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A - Proposal dated December 16, 2020

