

Spokane Park Board Agenda

3:30 p.m. Thursday, July 13, 2023 In-person in City Hall Council Chambers and WebEx virtual meeting Call in: 408-418-9388

Access code: 2486 436 6807

Park Board Members

Bob Anderson - President

Gerry Sperling - Vice President

Garrett Jones – Secretary

Nick Sumner

Greta Gilman

Sally Lodato

Jennifer Ogden

Barb Richey

Hannah Kitz

Kevin Brownlee

Christina VerHeul

Jonathan Bingle – City Council liaison

Agenda

1. Roll call: Bob Anderson

2. Additions or deletions to the agenda:

3. Consent agenda:

- A. Administrative and committee-level items
 - 1) June 8, 2023, regular Park Board meeting minutes
 - 2) Claims June 2023
 - 3) Spilker Contracting, Inc., Change Order 01 / Liberty Park Playground and Restroom Renovation (\$59,281 plus tax) Berry Ellison
 - 4) KPFF Consulting Engineers Amendment 1/Riverfront Park South Suspension Bridge Construction Engineering Support (T&M NTE \$15,196) Berry Ellison
 - 5) Garco Construction, Inc., Change Order #1/Riverfront Park South Suspension Bridge Renovation Construction (\$25,501 plus applicable taxes) – Berry Ellison

4. Special guests:

A. None

- 5. Financial report and budget update: Rich Lentz
- 6. Special discussion/action items:
 - A. Resolution withdrawing the previous selection of Upriver Park as the location for a new

Community Dog Park, and selecting High Bridge Park as the location for investment in a Community Dog Park (no cost) – Nick Hamad

- B. Resolution supporting the implementation of the Avista Corporation 'Metro to Sunset Transmission Rebuild Project' across High Drive Park Melanie Rose / Nick Hamad
- C. Park Rules Mary Maramatsu/Jason Conley

7. Committee reports – action items:

Golf Committee: The July 11, 2023, meeting was canceled. – Nick Sumner

A. Action items: None

Land Committee: The July 5, 2023, meeting was canceled. – Greta Gilman

A. Action items: None

Recreation Committee: The July 5, 2023, meeting was canceled. – Sally Lodato

A. Action items: None

Riverfront Park Committee: The July 10, 2023, meeting was canceled. – Gerry Sperling

A. Action items: None

Finance Committee: July 11, 2023 – Bob Anderson

A. Action items: Four of five action items were presented on the consent agenda.

- 1) Riverfront Park Zamboni Spokane Investment Pool (SIP) Loan Resolution (\$159,295 plus applicable taxes) Rich Lentz
- 2) 2024 Calendar and Budget Priorities Rich Lentz/Garrett Jones

Urban Forestry Tree Committee: The July 4, 2023, meeting was canceled. – Kevin

Brownlee

A. Action items: None

Bylaws Committee: July 7, 2023 – Hanna Kitz

A. Action items: None B. Discussion items:

1) Park Board Bylaws amendment – 1st reading – Hannah Kitz

Development & Volunteer Committee: The June 21, 2023, meeting was canceled. – Jennifer Ogden

A. Action items: None

B. DVCAC update - Kelly Brown

8. Reports:

A. President: Bob Anderson

- B. Liaisons:
 - 1) Conservation Futures Nick Sumner
 - 2) Parks Foundation Barb Richey
 - 3) City Council Jonathan Bingle

C. Director: Garrett Jones

9. Public comments

10. Executive session

A. None

11. Correspondence

A. Letters/emails: None

12. Adjournment

13. Meeting dates:

A. Committee meetings:

Golf Committee: 8:00 a.m. August 8, 2023, at The Hive events room 'C', and virtually via WebEx.

Land Committee: 3:30 p.m. August 2, 2023, at Liberty Park Library events room, and virtually via WebEx.

Recreation Committee: 5:15 p.m. August 2, 2023, at Liberty Park Library events room, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. August 7, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx

Finance Committee: 3:00 p.m. August 8, 2023, at the Shadle Library events room, and virtually via WebEx.

Urban Forestry Tree Committee: 4:15 p.m. August 1, 2023, at The Hive events room 'B', and virtually via WebEx.

Bylaws Committee: No scheduled meeting at this time.

Development & Volunteer Committee: 4:30 p.m. July 19, 2023, at Liberty Park Library events room, and virtually via WebEx.

- B. Park Board: 3:30 p.m. August 10, 2023, Council Chambers, lower-level City Hall, and virtually via WebEx
- C. Park Board Study Session: No session 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. The Spokane City Council Chamber in the lower level of City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W.

Spokane Falls Blvd., Spokane, Washington, 99201; or mlowmaster@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 OF SPOKANE PARK AND RECREATION DIVISION JUNE 2023 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - JULY 13, 2023

PARKS & RECREATION:

SALARIES & WAGES	\$ 1,578,256.08
MAINTENANCE & OPERATIONS	\$ 736,235.91
CAPITAL OUTLAY	\$ 194.46
DEBT SERVICE PAYMENTS	
PARK CUMULATIVE RESERVE FUND	\$ 1,000,977.53
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 1,017.10
GOLF:	
SALARIES & WAGES	\$ 279,911.30
MAINTENANCE & OPERATIONS	\$ 230,329.91
CAPITAL OUTLAY	\$ 2,142.09
DEBT SERVICE PAYMENTS	
TOTAL EXPENDITURES:	\$ 3,829,064.38

Spokane Park Board Briefing Paper



	T								
Committee	Finance Committee Committee meeting date: July 11, 2023								
Requester	Berry Ellison			Phone number: 5	09.625.6276				
Type of agenda item	Consent	Discussion	í	○ Information	Action				
Type of contract/agreement	New Re	newal/ext. 🔘	Lease	• Amendment/chang	ge order Other				
City Clerks file (OPR or policy #)	2023-0369								
Master Plan Goal, Objective, Strategy			Mas	ter Plan Priority Tier:					
(Click HERE for link to adopted plan)			(pg. 1	71-175)					
Item title: (Use exact language noted on	Spilker Contrac	ting, Inc., Chan	ige Orc	der #1 / Liberty Park Play	ground &				
the agenda)	Restroom Reno	ovation Project ((\$59,28	31.00, plus applicable tax	xes)				
Begin/end dates	Begins: 05/01/2	 2023	Ends:	12/31/2023	06/01/2525				
Background/history:	J								
Change Order #1 consists of ten (10) v	•			•					
Added items consist of dumpster enclo									
unforeseen items such as vandalized a paint at the restroom; replacement of e									
additional imported soil to soften and c									
concrete tee pads for the park's disc go			, 3	.,					
After considering available contingency	y funds and sch	edule, the sco	pe and	I cost was determined	feasible and				
within the 10% project contingency.									
Motion wording:									
Move to approve Spilker Contracting cha the amount of \$59,281.00 plus applicable				round & Restroom Rend	ovation Project in				
			·						
Approvals/signatures outside Parks:	• Yes	○ No							
If so, who/what department, agency or co		_		. Dhana	. = 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0				
Name: Jon Spilker	Email address	s: jon@spilkerco	<u>ontract</u>	ing.com	509 638-9351				
Distribution:		nhamad	l@spol	kanecity.org					
Parks – Accounting Parks – Sarah Deatrich									
Requester: Berry Ellison									
Grant Management Department/Name:									
Fiscal impact: Expenditure	Revenue								
Amount:	○ Kevelide	Budget code:							
\$59,281.00 (plus applicable tax)		1950-54920-9	34000-!	56301-48063					
,									
Vendor:	New vend	or							
Supporting documents:		□ o /	,,,						
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	ity of Snokane	—		v contractors/consultants/v					
✓ UBI: 604-501-999 Business license exp		/23 ACH F		for new contractors/consu					



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT AMENDMENT 1

Title: LIBERTY PARK PLAYGROUND AND RESTROOM RENOVATION PROJECT

This Contract Amendment is made and entered into by and between the CITY OF SPO-KANE PARKS AND RECREATION as ("City"), a Washington municipal corporation, and SPILKER CONTRACTING, whose address is 9902 East Peone Landing Lane, Mead, Washington 99021, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Liberty Park Playground and Restroom Renovation; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 23, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.**

This Contract Amendment shall become effective on March 9, 2023 and shall run through December 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY-NINE THOUSAND TWO HUNDRED EIGHTY-ONE AND NO/100 DOLLARS** (\$59,281.00), plus applicable sales tax, in accordance with Change Order 1, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SPILKER CONTRACTING, **CITY OF SPOKANE PARKS AND RECREATION** By_____ Signature By_____Signature Date Type or Print Name Type or Print Name Title Title Approved as to form: Attest: City Clerk Assistant City Attorney Attachments that are part of this Agreement: Change Order 1

23-135

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 1

NAME OF CONTRACTOR: Spilker Contracting	
PROJECT TITLE: Liberty Park Playground & Re	stroom Renovation Project
CITY CLERK CONTRACT NUMBER: 2023-0369	
DESCRIPTION OF CHANGE:	AMOUNT:
PCO 01 - Conformed (Permit) Set Changes	\$ 407.00 \$ 2,200.00 \$ 8,589.00 \$ (1,200.00) \$ 3,800.00 \$ (750.00) \$ 25,000.00 \$ 400.00
тс	TAL AMOUNT: \$59,281.00
CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 375,729.87
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 375,729.87
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 59,281.00
REVISED CONTRACT SUM	\$ 435,010.87
CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	08/25/2023
CURRENT COMPLETION DATE	08/25/2023
REVISED COMPLETION DATE	N/A
Contractor's Acceptance:	Date:
City Approval:	Date:
Attest:	City Clerk
Approved as to form:	Assistant City Attorney



updated 6/22/23

PCO#R conformed set changes

SECTION	DESCRIPTION	UNIT C	QUANTITY	U/P LABOR	U/P MATERIAL	U/P SUB	TOTAL LABOR	TOTAL MATERIALS	TOTAL SUBS	TOTAL
								0 0	0	0
	Additional tree removal		1			1150		0 0	1150	1150
	Protect an additional 3 pine trees		1			850		0 0	850	850
	Added dumpster gate		1			7300		0 0	7300	7300
	Added landscaping behind dumpster		1			3600		0 0	3600	3600
	Credit for thickened 12" slab to 4"		1			-800		0 0	-800	-800
	Footing under dumpster CMU		1			2800		0 0	2800	2800
								0 0	0	0
								0 0	0	0
						SUBTOTAL	(0 0	14900	14900
						BUR/RATE	0.3	0.015	0.015	
						BURDEN	(0 0	223.5	223.5
						_		0 0	15123.5	15123.5
								SUP/MED	0	0
									_	15123.5
								Bond	0.03	453.705
									_	15577.205
								SpilkerO/H &P	0.1	1,557.72
										17,135
								Tax	0.09	1,542.14
								F	otal	\$18,677

	T							1		
	CDU VED									
	SPILKER									
	CONTRACTING									
	PCO# 2 Replace burnt deckir	na								
		-9								
SECTION	DESCRIPTION	UNIT	QUANTITY	U/P	U/P	U/P	TOTAL	TOTAL	TOTAL	
				LABOR	MATERIAL	SUB	LABOR	MATERIALS	SUBS	TOTAL
							0			0
	Labor		3	47			141	0		141
	Material		1		165		0			165
							0			0
							0			0
							0			0
							0			0
							0			0
							0			0
							0			0
							0			0
						SUBTOTAL	141			306
						BUR/RATE	0.36			
						BURDEN	50.76			53.235
							191.76			359.235
								SUP/MED	0	0
										359.235
								Bond	0.03	10.77705
										370.01205
							S	pilkerO/H &P	0.1	37.00
										407
								TAX	0.09	36.63
									Total	\$444

	SPILKER									
SECTION	PCO#3 RR interior paint DESCRIPTION	UNIT	QUANTITY	U/P LABOR	U/P MATERIAL	U/P SUB	TOTAL LABOR	TOTAL MATERIALS	TOTAL SUBS	TOTAL
				LABUR	WATERIAL	306	LABUR 0			101AL 0
	Paint interior and touch up	LS	1			1913	0			1913
	•						0			0
							0	0	0	0
							0			0
							0			0
							0			0
							0			0
							0			0
							0			0
							0			0
						SUBTOTAL	0			1913
						BUR/RATE BURDEN	0.36 0			28.695
						BURDEN	0			1941.695
							U	0 SUP/MED		1941.695
								30F/IVIED	0	1941.695
								Bond	0.03	58.25085
								Dona	0.03	1999.94585
							S	pilkerO/H &P	0.1	1999.94565
								,	3	2,200
								TAX	0.09	197.99
								- / - /	0.30	
									Total	\$2,398

	SPILKER								
	SPILKER								
	DOO# 4 Ob alfanous land become								
	PCO# 4 Shelter replace beam								
SECTION	DESCRIPTION	UNIT QUANTITY	U/P	U/P	U/P	TOTAL	TOTAL	TOTAL	
			LABOR	MATERIAL	SUB	LABOR	MATERIALS	SUBS	TOTAL
						0	0	-	(
	Demo, excavation and backfill	1			2350	0	0	2350	2350
	Shoring	1	47	350		47	350		397
	Compaction by budinger	1			892.75	0	0		892.75
	Footing material/conc	1		825		0	825		825
	Footing labor	10	53.36			533.6	0	0	533.6
	Stem wall material/conc	1	0	975		0	975	0	975
	Stem wall labor	12	53.36			640.32	0	0	640.32
	Replace 4 rows of decking	1		210	230	0	210	230	440
						0	0	0	C
					SUBTOTAL	1220.92			7053.67
					BUR/RATE	0.36			
					BURDEN	439.5312	35.4	52.09125	527.02245
						1660.4512	2395.4	3524.84125	7580.69245
							SUP/MED	0	(
									7580.69245
							BOND	0.03	227.4207735
									7808.113224
						S	pilkerO/H &P	0.1	780.81
									8,589
							TAX	0.09	773.00
								Total	¢0.262
								TOLAI	\$9,362

			T		T	T T			T	
	_									
	SPILKER									
	Saliruru									
	CUNTRHCTING									
	PCO#5 Restroom fixture char	nae								
	1 CO#3 Restroom fixture char	iges								
SECTION	DESCRIPTION	UNIT	QUANTITY	U/P	U/P	U/P	TOTAL	TOTAL	TOTAL	
				LABOR	MATERIAL	SUB	LABOR	MATERIALS		TOTAL
		_					0			
	Credit to go to manual valves	ls	1			-1148	0			-1148
							0			0
							0	0		0
							0			0
							0			0
							0		0	0
							0			0
							0			0
							0			0
						SUBTOTAL	0 20			-1148
						BUR/RATE BURDEN	0.36 0			-17.22
						DONDLIN	0			
								SUP/MED		-1103.22
										-1165.22
								BOND	0.03	-34.9566
										-1200.1766
							S	pilkerO/H &P	0	-
										(1,200)
								TAX	0.09	(108.02)
									T-4-1	/64 655
									Total	(\$1,308)

	SPILKER									
	PCO#6 RR drinking fountain									
SECTION	DESCRIPTION	UNIT	QUANTITY	U/P LABOR	U/P MATERIAL	U/P SUB	TOTAL LABOR	TOTAL MATERIALS	TOTAL	TOTAL
				LABOR	WINTERWINE	002	0			0
							0			0
	Drinking fountain	ls	1			3304	0			3304
							0			0
							0			0
							0			0
							0			0
							0			0
							0			0
							0			0
						SUBTOTAL	0			3304
						BUR/RATE BURDEN	0.36 0			49.56
						BUNDEN	0			3353.56
							U	SUP/MED		3333.30
								SGI /IVILD		3353.56
								BOND	0.03	100.6068
										3454.1668
							S	pilkerO/H &P	0.1	345.42
										3,800
								TAX	0.09	341.96
									Total	\$4,142

	CDU VED									
	SPILKER									
	CONTRACTING									
	PCO#7 Dumpster CMU Wall	changes	5							
SECTION	DESCRIPTION	UNIT	QUANTITY	U/P	U/P	U/P	TOTAL	TOTAL	TOTAL	
			·	LABOR	MATERIAL	SUB	LABOR	MATERIALS	SUBS	TOTAL
							0			0
	CMU Wall changes	ls	1			-717	0			0 -717
	Civio wall changes	15	I			-7 17	0			-/1/
							0			0
							0	0	0	0
							0			0
							0			0
							0			0
							0			0
						SUBTOTAL	0			-717
						BUR/RATE	0.36			-7 17
						BURDEN	0			-10.755
							0	_		-727.755
								SUP/MED	0	O
										-727.755
								BOND	0.03	-21.83265
								SpilkerO/H &P		-749.58765
							3	phikeiO/H &P	0	(750)
								TAX	0.09	(750) (67.46)
								1 / V	0.09	(07.40)
									Total	(\$817)

	SPILKER									
	SPILKER									
	CONTRACTING									
	PCO# 8 Disc golf tee boxes									
SECTION	DESCRIPTION	UNIT	QUANTITY	U/P	U/P	U/P	TOTAL	TOTAL	TOTAL	
				LABOR	MATERIAL	SUB	LABOR	MATERIALS	SUBS	TOTAL
	Supervision		1					0	0	0
	Excavation and prep		1				(0	0
	Form & pour broom finish		1				(0	0
	One thickened edge on each if needed		1			21739	(0	21739	21739
	- J						(0	0	0
							(0	0	0
							(0	0	0
							(0	0	0
							(0	0	0
							(0	0	0
							(0	0	0
						SUBTOTAL	(0	21739	21739
						BUR/RATE	0.36	0.015	0.015	
						BURDEN	(0	326.085	326.085
							(0	22065.085	22065.085
								SUP/MED	0	0
										22065.085
								Bond	0.03	661.95255
										22727.03755
								SpilkerO/H &P	0.1	2,272.70
										25,000
								TAX	0.09	2,249.98
									Total	\$27,250
									· Otal	Ψ21,200

	CDII VED								
	SOPILNEN								
	SPILKER								
	PCO# 9 Add curb at Parking Lot								
SECTION	DESCRIPTION	UNIT QUANTITY	U/P	U/P	U/P	TOTAL	TOTAL	TOTAL	
			LABOR	MATERIAL	SUB	LABOR	MATERIALS	SUBS	TOTAL
						0		0	0
						0		0	0
						0		0	0
	Curb	1			348	0		348	348
						0		0	0
						0		0	0
						0		0	0
						0		0	0
						0		0	0
						0		0	0
						0		0	0
					SUBTOTAL	0		348	348
					BUR/RATE	0.36		0.015	
					BURDEN	0		5.22	5.22
						0		353.22	353.22
							SUP/MED	0	0
									353.22
							Bond	0.03	10.5966
									363.8166
						S	SpilkerO/H &P	0.1	36.38
									400
							TAX	0.09	36.02
								Total	\$436

	CDII VED									
	STILNEN									
	SPILKER									
	PCO# 10 add soil at main entry									
	,									
SECTION	DESCRIPTION	UNIT	QUANTITY	U/P	U/P	U/P	TOTAL	TOTAL	TOTAL	
				LABOR	MATERIAL	SUB		MATERIALS		TOTAL
							0	0	0	0
							0	0		0
							0	0	0	0
	Add 6 truck loads of soil at entry		1			3217	0	0	3217	3217
	·						0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0		0
							0	0		0
						SUBTOTAL	0			3217
						BUR/RATE	0.36			
						BURDEN	0	0		48.255
							0		3265.255	3265.255
								SUP/MED	0	0
										3265.255
								Bond	0.03	97.95765
										3363.21265
							S	pilkerO/H &P	0.1	336.32
										3,700
								TAX	0.09	332.96
									Total	\$4,032



Services Services S

License Information:

New search Back to results

Entity name: SPILKER CONTRACTING LLC

Business name: SPILKER CONTRACTING LLC

Entity type: Limited Liability Company

UBI #: 604-501-999

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9902 E PEONE LANDING LN

MEAD WA 99021-5025

Mailing address: 9902 E PEONE LANDING LN

MEAD WA 99021-5025



Excise tax and reseller permit status:Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuance
Spokane General Business - Non-Resident			Active	Aug-31-2023 Aug-02-2021
Spokane Valley General Business - Non-Resident			Active	Aug-31-2023 Aug-31-2021

Governing People May include governing people not registered with Secretary of State

Governing people	Title
SPILKER, JON	

Registered Trade Names

Registered trade names	Status	First issued
SPILKER CONTRACTING	Active	Aug-02-2022

The Business Lookup information is updated nightly. Search date and time: 7/6/2023 10:39:33 AM

Contact us

How are we doing? **Take our survey!**

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Check if your browser is supported





OP ID: MF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject nis certificate does not confer rights to				h endo	rsement(s).	-	•	. As	tatement on
PRODUCER 509-891-1000					CONTACT Core Business Unit					
Blasingame Insurance 200 N. Argonne Rd Spokane, WA 99212					PHONE 509-891-1000 FAX 509-891-1430					
					[A/C, No, Ext): GOS-GST-TGGG (A/C, No): GO					
	e Business Unit				ADDRE					
							SURER(S) AFFOR	RDING COVERAGE		NAIC #
					INSURE	RA:CBIC	logy Incurs	nce Company		37200
Spil	JRED ker Contracting LLC				INSURE	_{:R C :} Ohio Ca	ough insura	ronce Company		
	2 E Peone Landing Ln Id. WA 99021				INSURE	RC:OIIIO C	asualty ilist	Ji alice		
WICC	id, 11A 33021				INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
				NUMBER:				REVISION NUMBER:		
IN.	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY	QUIF	REME	NT, TERM OR CONDITION	OF AN'	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPE	CT TO	WHICH THIS
	XCLUSIONS AND CONDITIONS OF SUCH	POLI	CIES.	LIMITS SHOWN MAY HAVE I		EDUCED BY F	PAID CLAIMS.		, , , , ,	,
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY					,	,	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	x		C11SM8535		05/22/2023	05/22/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
		^						MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							FRODUCTS - COMPTOF AGG	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	
	ANY AUTO							(Ea accident)		
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per person)	\$	
	HIRED NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	Lucasia Contra								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
_	DED RETENTION \$							PER OTH-	\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			11-39071-23039-272573		02/04/2022	02/04/2024	PER OTH- STATUTE ER		4 000 000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		11-390/1-23039-2/25/3		02/01/2023	02/01/2024	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI	D 101, Additional Remarks Schedu	ıle, may b	ne attached if mor	e space is requi	red)		
City	of Spokane is named as addition	nal ii	nsur	ed						
CF	RTIFICATE HOLDER				CANC	ELLATION				
					<u> </u>					
City of Spokane 808 W Spokane Falls Blvd					THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C. EREOF, NOTICE WILL E Y PROVISIONS.		
	Spokane, W 99201				AUTHO	RIZED REPRESE	NTATIVE			
					Unn.	Esleva	flow in	7		
	1				AAO	WWW -	- MILLIAN			

ACORD

Spokane Park Board Briefing Paper



Committee	Finance Commit	tee (Comm	ittee meeting date:	July 11, 2023		
Requester	Berry Ellison	625-6276					
Type of agenda item	Consent	ODiscussion		Information	Action		
Type of contract/agreement	New Ren	ewal/ext. OL	_ease	• Amendment/chang	ge order Other		
City Clerks file (OPR or policy #)	2023-0548						
Master Plan Goal, Objective, Strategy			Mast	er Plan Priority Tier:			
(Click HERE for link to adopted plan)			(pg. 17	71-175)	_		
Item title : (Use exact language noted on the agenda)				ent 1 / Riverfront Park S oort (T&M NTE \$15,196			
		-		•	·		
Begin/end dates	Begins: 07/01/20)23	Ends:	07/01/2024	06/01/2525		
Amendment 1 with KPPF engineers adds design and construction support for renovation of the Riverfront Park South Suspension Bridge. This amendment includes engineering and construction support services to repair/replace the Vault #1 Corbel due to unforeseen deterioration. See attached consultant proposal for full description of work. This amendment is proposed to be billed on a 'time and materials' basis not to exceed the total cost listed.							
Motion wording: Move to approve KPFF Engineers Amendous Support Services on Time & materials Bases					tion Engineering		
Approvals/signatures outside Parks:	Yes	O No					
If so, who/what department, agency or co			_				
Name: Aaron Olson	Email address:	Aaron.Olson@	0kpff.c	om Phone:	206.622.5822		
Distribution:		nhamad	@spok	anecity.org			
Parks – Accounting Parks – Sarah Deatrich							
Requester: Berry Ellison							
Grant Management Department/Name:							
Fiscal impact: Expenditure	Revenue						
Amount:		Budget code:					
\$15,196.00 (Not to Exceed)		1950					
Vendor: • Existing vendor	New vendo	r					
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB)		☐ \\\ 0./£	or now	contractors/consultants/	vendors		
Contractor is on the City's A&E Roster - C	City of Spokane			or new contractors/consultants/			
UBI: 578-063-612 Business license exp		23 🔽 Insura		tificate (min. \$1 million in			



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT AMENDMENT 1

Title: ENGINEERING CONSTRUCTION SUPPORT FOR RIVERFRONT PARK SUSPENSION BRIDGE

This Contract Amendment is made and entered into by and between the CITY OF SPO-KANE PARKS AND RECREATION as ("City"), a Washington municipal corporation, and KPFF CONSULTING ENGINEERS, INC., whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Engineering Construction Support for the Riverfront Park Suspension Bridge Renovation; and

WHEREAS, additional construction support services have 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 Contract, dated May 22, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2023 and shall run through July 1, 2024.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Additional construction support services to include replacement of the bridge corbel.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTEEN THOUSAND ONE HUNDRED NINETY-SIX AND NO/100 DOLLARS** (\$15,196.00), and applicable sales tax, in accordance with the additional services as set forth in the Contractor's Scope of Work and Fee Proposal, dated June 30, 2023, which is attached as Attachment A and made part of this agreement, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid

under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

KPFF CONSULTING ENGINEERS, INC.	CITY OF SPOKANE PARKS AND RECREATION				
By Signature Date	By				
	C				
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 Agreemen	nt:				

Attachment A - Contractor's Scope of Work and Fee Proposal, dated June 30, 2023

M23-181

ATTACHMENT A



June 30, 2023

Berry Ellison, Program Manager City of Spokane Parks and Recreation 808 W. Spokane Falls Blvd, #5 Spokane, WA 99201

Subject: Riverfront Park Suspension Bridge Renovation

Additional Construction Support Services

Dear Berry:

Please see attached for a scope and fee proposal for additional construction support services for the subject project. In summary, the Work includes engineering services for the repair/replacement of the existing bridge corbel at the south bridge abutment. The bridge corbel was recently discovered to be deteriorated and will need to be replaced.

We appreciate the opportunity to continue working with you on this project. If you have any questions concerning this proposal, please feel free to call me at (206) 622-5822.

Sincerely,

Aaron Olson Principal

Enclosure – Scope of Work, Fee Proposal

June 30, 2023 Exhibit A-1 Scope of Work

Riverfront Park Suspension Bridge Renovation Construction Support Services

PROJECT DESCRIPTION

The project consists of repairs to the South Suspension bridge including concrete deck replacement, steel repairs, bridge railing retrofits, drainage improvements, lighting upgrades, and concrete vault lid replacement.

The project is currently under construction and is expected to be complete by Fall 2023.

During construction, it was discovered that the concrete corbel that supports the south end of the bridge has considerable deterioration and needs to be repaired/replaced.

It is anticipated that this project shall be billed on a Time and Materials Basis Not to Exceed the total fees estimated.

PROJECT OBJECTIVES

This scope of work for this amendment is to provide the following:

Structural engineering services for unanticipated corbel repair/replacement

PROJECT TEAM

The project team includes:

Owner & Construction Manager City of Spokane

Prime Consultant KPFF Consulting Engineers (KPFF)

Structural Engineering KPFF
Civil Engineering KPFF

Electrical & Lighting Design

Trindera/Century West Engineering

SCOPE OF WORK

TASK NO. 1.0 – ADDITIONAL CONSTRUCTION SUPPORT SERVICES

Task No. 1.1 – Coordination with City and Contractor

KPFF will coordinate with the City and the Contractor to develop corbel repair/replacement details and work scope. This coordination includes meetings, emails and other communication necessary to perform the Work.

Assumptions

• Up to four (4) 1-hour meetings are assumed. These will be held virtually.

Deliverables

None

<u>Task 1.2 – Corbel Repair/Replacement Details</u>

KPFF will prepare corbel repair and/or replacement details necessary for the Contractor to complete the work. The intent of these details is to replace the corbel in-kind based on the original design drawings. No additional analysis and/or design will be performed.

<u>Assumptions</u>

 No specifications, quantities or costs will be provided. All necessary information will be provided on the plans.

Deliverables

Corbel Repair/Replacement Details (PDF)

<u>Task 1.3 – Corbel Repair/Replacement Submittal Reviews</u>

KPFF will review construction submittals for the corbel repair/replacement Work. These include:

- 1. Demolition Plan
 - a. Type 2E Working Drawings
 - i.Demolition procedures
 - ii.Work Platform
 - iii.Containment
- 2. Concrete Class 4000D
 - a. Mix Design
 - b. Formwork/Falsework

- c. Request for Approval of Materials (RAM) Aggregate, Cement, Compliance Certifications, Material Test Certs
- 3. Rebar
 - a. Shop Drawings
 - b. RAMs Compliance Certs, Mill Certs
 - c. Epoxy Resin Materials

Assumptions

• The City will collect and distribute submittals and responses to/from the Contractor.

Deliverables

• Review and response of submittals (PDF)

Exhibit D-1

KPFF Consulting Engineers Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement Riverfront Park Bridge Renovation - Construction Support Services

Classification	Total Hours	X	Rate		=		Cost
Principal	1.00	X	\$	76.93	=	\$	76.93
Project Manager	8.00	_ X	\$	64.62	=	\$	516.96
Senior Engineer	37.00	_ X	\$	60.99	=	\$	2,256.63
Design Engineer	42.00	_ x	\$	38.00	=	\$	1,596.00
CADD Technician	20.00	_ X	\$	54.00	=	\$	1,080.00
Admin	0.00	_ X	\$	36.35	=	\$	-
Title 7	0.00	_ X	\$	-	=	\$	-
Title 8	0.00	_ X	\$	-	=	\$	-
Title 9	0.00	_ X	\$	-	=	\$	-
Title 10	0.00	_ X	\$	-	=	\$	-
Title 11	0.00	_ X	\$	-	=	\$	-
Title 12	0.00	_ X	\$	-	=	\$	-
Title 13	0.00	_ X	\$	-	=	\$	-
Title 14	0.00	_ X	\$	-	=	\$	-
Title 15	0.00	_ X	\$	-	=	\$	-
Title 16	0.00	_ X	\$	-	=	\$	-
Title 17	0.00	_ X	\$	-	=	\$	-
Title 18	0.00	_ X	\$	-	=	\$	-
Title 19	0.00	_ X	\$	-	=	\$	-
Title 20	0.00	_ X	\$	-	=	\$	-
			Total	Direct Labor		\$	5,526.52
Overhead (OH) Cost							
OH Rate x DSC of	144.97%	_ X	\$	5,526.52	=	\$	8,011.80
Fixed Fee (FF)							
FF Rate x DSC of	30.00%	_ X	\$	5,526.52	=	\$	1,657.96
		Dir	ect La	bor Subtotal		\$	15,196.27
Reimbursable Items							
Mileage	(## Miles x \$0.5	85/mil	le)			\$	-
Airfare	8 trips @ \$400						
Per Diem	(Hotel + Meals			rips)			
Subcontract	(Sub Name & T	•					-
(Blank)	(Allowance)					<u>\$</u> \$	-
				Subtotal		\$	
Subconsultant Total:							\$0.00
CRAND TOTAL							\$15.106.27
GRAND TOTAL:							\$15,196.27

June 29, 2023			KPFF	Consulting Eng	jineers			KPFF
Riverfront Park Bridge Renovation - Construction Support Services	Principal	Project Manager	Senior Engineer	Design Engineer	CADD Technician	Admin	Title 20	
Item SCOPE OF WORK	\$76.93	\$64.62	\$60.99	\$38.00	\$54.00	\$36.35	\$0.00	2.7497
Reimbursables:								
1 ADDITIONAL CONSTRUCTION SUPPORT SERVICES								
1.10 Coordination With City and Contractor		2	6	6				\$1,989
1.20 Corbel Repair/Replacement Details	1	4	25	6	20			\$8,711
1.30 Corbel Repair/Replacement Submittal Reviews		2	6	30				\$4,496
		:						
		:						
Labor Subtotal:	1	8	37	42	20	0	0	\$15,196
Reimbursables:								
Labor Sum:	1	8	37	42	20	0	0	\$15,196
Reimbursable Sum:						\$0		
TOTAL:								\$15,196





Susiness Lookup

License Information:

New search Back to results

Entity name: KPFF, INC.

Business name: KPFF CONSULTING ENGINEERS

Entity type: Profit Corporation

UBI #: 578-063-612

Business ID: 001

Location ID: 0004

Location: Active

Location address: 421 W RIVERSIDE AVE

STE 524

SPOKANE WA 99201-0402

Mailing address: 1601 5TH AVE

STE 1300

SEATTLE WA 98101-3601



Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuance
Spokane General Business			Active	Jul-31-2023 Oct-01-2019

Governing People May include governing people not registered with Secretary of State

Governing people	Title
BLACK, JASON	
GAVAN, JOHN	
KALGHATGI, NIKHIL	

Registered Trade Names

Registered trade names	Status	First issued
KPFF CONSULTING ENGINEERS	Active	May-23-2000



The Business Lookup information is updated nightly. Search date and time: 5/8/2023 2:46:28 PM

Contact us

How are we doing? **Take our survey!**

Don't see what you expected? **Check if your browser is supported**



Client#: 237821 KPFFINC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Jerry Noyola						
Edgewood Partners Ins. Center	PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No):						
3780 Mansell Rd. Suite 370	E-MAIL ADDRESS: greylingcerts@greyling.com						
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE	NAIC #					
	INSURER A: National Union Fire Ins Co of Pittsburg	19445					
INSURED	INSURER B: The Travelers Indemnity Company	25658					
KPFF, Inc.	INSURER C: New Hampshire Insurance Company	23841					
1601 5th Ave	INSURER D : Allied World Surplus Lines Insurance Co	24319					
Suite 1600	INSURER E :						
Seattle, WA 98101	INSURER F:						

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	LIMITS		
Α	Х	COMMERCIAL GENERAL LIABILITY			GL5268336		04/01/2024	EACH OCCURRENCE	\$2,000,000		
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000		
								MED EXP (Any one person)	\$25,000		
								PERSONAL & ADV INJURY	\$2,000,000		
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000		
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000		
		OTHER:							\$		
Α	AU	TOMOBILE LIABILITY			CA9775930	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000		
	Χ	ANY AUTO						BODILY INJURY (Per person)	\$		
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$		
	Х	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
								- W	\$		
В		UMBRELLA LIAB X OCCUR			CUP5W27617523NF	04/01/2023	04/01/2024	EACH OCCURRENCE	\$10,000,000		
	Х	EXCESS LIAB CLAIMS-MAD						AGGREGATE	\$10,000,000		
		DED X RETENTION \$10,000							\$		
С		RKERS COMPENSATION EMPLOYERS' LIABILITY			WC022298245 (AOS)	04/01/2023	04/01/2024	X PER STATUTE OTH-			
С	ANY	PROPRIETOR/PARTNER/EXECUTIVE NICER/MEMBER EXCLUDED?	N/A		WC022298244 (CA)	04/01/2023	04/01/2024	E.L. EACH ACCIDENT	\$1,000,000		
	(Ma	ndatory in NH)	I III					E.L. DISEASE - EA EMPLOYEE	\$1,000,000		
	If ye	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000		
D	Pro	ofessional/			03120067	10/10/2022	04/01/2024	Per Claim \$10,000,0	00		
l	Po	llution						Aggregate \$10,000,0	000		
	Lia	bility						SIR: \$250,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: KPFF Project #10041900862 - Fish Lake Trail Connection Study. The City of Spokane, E John GRP LP LLC, its members, partners, officers, directors, shareholders, representatives consultants, employees, direct or indirect constituent members, lenders, successors, agents & anyone else acting for or on behalf of any of them are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation in (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Spokane Brittany Kraft 808 West Spokane Falls Blvd., 2nd Floor	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Spokane, WA 99201-0000	AUTHORIZED REPRESENTATIVE
Ī	DAN. Collings

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DESCRIPTIONS (Continued from Page 1)							
avor of Additional Insured(s) where required by written contract & allowed by law. The above referenced iability policies with the exception of workers compensation & professional liability are primary & non contributory where required by written contract. Should any of the above described policies be cancelled by he issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for							
nonpayment of premium) will be provided to the Certificate Holder.							

Spokane Park Board Briefing Paper



Committee	Finance Committee Committee meeting date: July 11, 2023							
Requester	Berry Ellison Phone number: 509 625-6							
Type of agenda item	OConsent (Discussion		○ Information		Action		
Type of contract/agreement	New Rene	wal/ext. Ol	ease	• Amendment/chang	e order	Other		
City Clerks file (OPR or policy #)	2023-0446							
Master Plan Goal, Objective, Strategy			Mast	er Plan Priority Tier:				
(Click HERE for link to adopted plan)			(pg. 17	71-175)				
Item title: (Use exact language noted on the agenda)				ler #1 / Riverfront Park		uspension		
the agenua)	Bridge Renovatio	n Construction	n (\$25,	501.00 plus applicable	taxes)			
Begin/end dates	Begins: 05/01/202	23	Fnds:	06/01/2024	По	6/01/2525		
	Degins. 05/01/202	2.5	LIIU3.	00/01/2024		0,01,2323		
Change Order #1 consists of two chan Item 1 is to re-route power for existing maintain illumination while electrical set Item 2 is to place an additional inspect engineers and contractors to assess, excorbel was discovered after removal or	Background/history: Change Order #1 consists of two changes to the contract scope of work. Item 1 is to re-route power for existing light fixtures on the Howard St Promenade. This work is necessary to maintain illumination while electrical service is disconnected on Snx Mene Island. Item 2 is to place an additional inspection and work platform at the south abutment. This work is necessary for engineers and contractors to assess, engineer, and remove & replace the corbel. Note: the poor condition of the corbel was discovered after removal of the bridge decking and is considered an unforeseen condition. After considering available contingency funds, the scope and cost was determined feasible and within the project contingency.							
Motion wording: Move to approve Garco Construction, Inc Construction Project in the amount of \$25					sridge Re	enovation		
Approvals/signatures outside Parks:	Yes	○ No						
If so, who/what department, agency or c				51				
Name: Tim Loucks	Email address:	tloucksa@gar	co.con	n Phone:	509 53	5-4688		
Distribution:		nhamad	@spok	anecity.org				
Parks – Accounting Parks – Sarah Deatrich								
Requester: Berry Ellison								
Grant Management Department/Name:								
Fiscal impact: Expenditure	Revenue							
Amount:	_	Budget code:						
\$25,501.00 (plus taxes)		1950						
Vendor: Existing vendor	New vendor							
Supporting documents:	_							
Quotes/solicitation (RFP, RFQ, RFB)		—		contractors/consultants/				
Contractor is on the City's A&E Roster - C ✓ UBI: 602-809-160 Business license exp		4 ✓ ACH F		or new contractors/consu				



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT AMENDMENT 1

Title: RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION

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

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

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 20, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY-FIVE THOUSAND FIVE HUN-DRED ONE AND NO/100 DOLLARS** (\$25,501.00), plus applicable sales tax, in accordance with Change Order 1, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

GARCO CONSTRUCTION, INC.	CITY OF SPOKANE PARKS AND RECREATION						
By Signature Date	By						
Signature Date	Signature Date						
Type or Print Name	Type or Print Name						
Title	Title						
Attest:	Approved as to form:						
City Clerk	Assistant City Attorney						
Attachments that are part of this Agreement: Change Order 1							
23-073							

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 01

		TOTAL AMOUNT:	\$25,501.00						
Item #1: COR-001 - Howard Item #2: COR-002 - Vault 1		\$ 2,162.00 \$23,339.00							
DESCRIPTION OF CHANG	<u>E</u> :	AMOUNT:							
CITY CLERK CONTRACT NUMBER: 2023-0446									
PROJECT TITLE: Riverfront Park South Suspension Bridge Renovation									
NAME OF CONTRACTOR: Garco Construction, Inc									

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 2,099,949.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 2,099,949.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 25,501.00
REVISED CONTRACT SUM	\$ 2,125,450.00

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	01/22/2024
CURRENT COMPLETION DATE	01/22/2024
REVISED COMPLETION DATE	N/A
Contractor's Acceptance:	-
City Approval:	Date:
Attest:	City Clerk
Approved as to form:	Assistant City Attorney

Garco Construction 6/23/2023

Riverfront Park South Suspension Bridge

Garco Job #22-13

Howard Street Lighting Re-Route

				Direct Costs							Subcontractor Costs			
					Unit Prices				Item Totals					
													Prime	Total w/
BI	Description	Qty	Unit	Labor	Equip	Material	La	abor	Equipment	Material	Unit Price	Subtotal	Markup	Markup
	PCE - Labor/Equipment/Materials	1	ea				\$	-	\$ -	\$ -	\$ 1,930.58	\$ 1,930.58	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
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	TOTAL DIDEOT COCTO					•			•	•				A 0.400.05
	TOTAL DIRECT COSTS			\$ -	\$ -	\$ - 9.0%	\$	-	\$ -	\$ -				\$ 2,162.25
	Sales Tax					9.0%				\$ -				
	Contractor Markup			31%	21%	21%	•		Φ.	\$ -				
	Contractor Warkup			31%	21%	21%	Ф	-	\$ -	\$ -				
	TOTAL WITH MARKUP						\$		\$ -	\$ -				\$ 2,162.25
	TOTAL WITH WARROR						Φ	-	\$ -	φ -				φ 2,102.25
	TOTAL CO AMOUNT DECUESTED													- 400 00
	TOTAL CO AMOUNT REQUESTED										\$			2,162.00

ELECTRICAL COST ESTIMATE DETAIL PRICING

CNTR: Garco





PROJ:	5850-23	SUBCNTR:	POWER	CITY ELECTRIC								DATE: 5/9/23	
		QUAN	ΓΙΤΥ	MATERIA	LS COST		LABOR COST					EQUIPMENT	
	DESCRIPTION	QTY	PER	PER UNIT	TOTAL	EACH HOURS	TOTAL HOURS	HOURLY RATE	TOTAL LABOR	QTY	PER	PER UNIT	TOTAL EQUIPMENT
1	Gabe Delarosa -												
2	5/2 Tuesday					2	2	\$76.00	\$152.00	1	day	\$90.54	\$90.54
3	5/3 Wednesday					1.50	1.50	\$76.00	\$114.00	1	day	\$90.54	\$90.54
4	5/4 Thursday					3.50	3.50	\$76.00	\$266.00	1	day	\$90.54	\$90.54
5	5/5 Friday					7.50	7.50	\$76.00	\$570.00	1	day	\$90.54	\$90.54
6													
7	#10 awg Black,White,Green	150	lf	\$0.25	\$37.50								
8													
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	SUBTOTALS				\$37.50	15	15		\$1,102.00				\$362.16
		Subtotal N	/laterial	ls	\$37.50		Subtotal Lab	or	\$1,102.00		Subtota	Equipment	\$362.16
Mark-up at 21%			\$7.88		Mark-up at 31%		\$341.62		Mark-up at 21%		\$76.05		
		Sales Ta			\$3.38	1							
		TOTAL N	/ATER	IALS	\$48.75		TOTAL LAB	OR	1,443.62		TOTAL	EQUIPMENT	\$438.21

TOTAL	\$1,930.58

Garco Construction 6/28/2023

Riverfront Park South Suspension Bridge

Garco Job #22-13

Vault 1 - Corbel Access

				Direct Costs			Subcontractor Costs							
					Unit Prices				Item Totals					
													Prime	Total w/
BI	Description	Qty	Unit	Labor	Equip	Material		Labor	Equipment	Material	Unit Price	Subtotal	Markup	Markup
	Install Access and Platform	1	ea	\$ 1,633.60			\$	1,633.60	\$ -	\$ -	\$ 17,364.00			\$ 19,447.68
	Access Platform Additional Month Rent	1	mo				\$	-	\$ -	\$ -	\$ 1,564.00	. ,	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
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	TOTAL DIRECT COSTS			£ 4.633.60	Φ.	•	Φ.	1 622 60	•	•				Ф 04.400.0C
	Sales Tax			\$ 1,633.60	\$ -	\$ - 9.0%		1,633.60	\$ -	\$ - \$ -				\$ 21,199.36
	Sales Tax					9.0%				\$ -				
—	Contractor Markup	-		31%	21%	21%	•	506.42	\$ -	\$ -				
	Contractor Markup			3170	2170	2170	Ф	300.42	φ -	φ -				
	TOTAL WITH MARKUP			1			Φ.	2,140.02	\$ -	\$ -				\$ 21,199.36
	TOTAL WITH WARRON						φ	2, 140.02	Ψ -	Ψ -				Ψ 21,199.50
	TOTAL OO AMOUNT DECUESTED													
	TOTAL CO AMOUNT REQUESTED										\$			23,339.00



BRANDSAFWAY SERVICES LLC 850 6206 E TRENT AVE BLDG. 3, SUITE A SPOKANE (500) 524 2720

Phone: (509) 534-2730 Fax: (509) 534-3916

Customer: GARCO CONSTRUCTION INC (0018754)

ATTN:

4114 EAST BROADWAY SPOKANE, WA 99202 Contact Phone: Contact Fax: Jobsite: RIVERFRONT SS BRIDGE

331 N POST STREET SPOKANE, WA 99201

Phone:

Quotation No: 7228	Quote Date: 6/27/23	Opportunity	/ # 1010176		
Total:					
	Grand Total:	\$17,364.00	* Taxes Not Incl	luded	

Scaffolding - Description of Work

Scope of Work:

Safway is to provide a scaffold around the lower side of the corbel on the southern portion of the bridge at Riverfront Park for Garco. Scaffold will measure 7' wide by 25' long. Scaffold will set 6' down from concrete ledge and the handrail will extend up 7' past scaffold deck. Safway will anchor scaffold into concrete walls of vault. Scaffold will need to be engineered Garco will provide a forklift for loading and unloading.

Scaffolding - Additional Terms and Conditions

If delays occur by other than Safway contractor must sign a change order for stand-by. Change order must be signed before Safway crews will return back to work. This bid is based on straight time hours, Monday to Thursday 6:00am - 4:30pm.

Pricing includes:

Equipment (based on 28 day billing cycle)
Monthly rental rate \$1,564.00 (after first 28 days)
Labor (Installation & Dismantle)
Freight (Delivery & Return)
Engineering

Special notes:

- If Safway will be required to sign a Sub-Contract Agreement we reserve the right to review, negotiate and agree to all terms and conditions prior to commencing work.
- This proposal does not include applicable taxes.
- This scaffold will meet or exceed OSHA standards.
- This proposal must be signed and faxed back to Safway before any work can commence.

Please Note:

- 1. All quotes are subject to all terms and conditions referred to in the BRANDSAFWAY SERVICES LLC 850 rental/sales agreement.
- 2. All quotes subject to state, federal and local taxes.
- 3. All quotes are valid for 30 days unless otherwise noted.
- 4. This quote is contingent on approval of the CUSTOMER's credit.
- 5. Standard rental rates are based on a 28 calendar day (4 week) month.

I have read the attached terms and conditions and agree to them as stated herein:						
By BRANDSAFWAY SERVICES LLC 850	Date	Accepted	Date			
Jordan Rada	06/27/2023					
Title		Title				

850-7228 6/27/23



Important Safety Guidelines

Safety is everyone's responsibility. BrandSafway Services LLC's (hereinafter the "Company") equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines in order to help prevent injury and to reduce unnecessary risk.

- 1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
- 2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold, is done solely at the customer's risk and should comply with, and according to, any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
- 3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of the Company and any of the Company's subcontractors.
- 4. **Hazardous Materials.** Please notify the Company of the potential for exposure of either the Company's employees or the Company's equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, chemicals, and flammable materials. The Company and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
- 5. **Confined Space.** Please notify the Company if any of the Company's employees will be working in a confined space and inform the Company whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of the Company and any of the Company's subcontractors.
- 6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work areas are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
- 7. **Special Equipment.** Please notify the Company if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to the Company's commencement of work on the project.
- 8 **Accident Notification.** Please notify the Company immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to, or is alleged to be related to and/or caused by, the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a Company representative immediately.



BrandSafway Services LLC Standard Terms and Conditions

Any project-specific terms and conditions set forth in BrandSafway Services LLC, its affiliates or subsidiaries (hereinafter the "Company") quote or other documentation related to this project or order shall control in the event of a conflict with these Standard Terms and Conditions ("Terms").

- 1. <u>Definitions.</u> As used herein, the following terms shall have the following meanings. "Agreement" shall mean these Standard Terms and Conditions and any project specific or additional terms and conditions contained in a Company quote or other Company-provided documentation related to this project or order. "Confidential Information" means, without limitation, Company's trade secrets, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, contemplated or new product or service developments, computer software and programs, inventions, improvements, together with third party information Company holds in confidence. "Customer" means the party designated as such and, if different, the entity that is responsible for ordering the Equipment or Services. "Equipment" means all equipment identified in this Agreement or provided to the Customer by Company. "Loss" means the loss, destruction, theft of, or damage to, any Equipment, excepting normal wear and tear. "Parties" means Company and the Customer together. "Party" means Company or Customer individually, as the context requires. "Rental Period" means the period commencing when the Equipment is picked up by Customer at a Company facility or it leaves a Company facility transported to Customer and ending when the Equipment is received at the Company facility designated to receive the Customer's return of the Equipment. "Services" means services provided to Customer by Company, including, but not limited to, engineering, labor, and training services.
- 2. Agreement Effectiveness. Price quotations are valid for ninety (90) days. The Agreement is conditioned upon Customer's credit approval.
- 3. Scope. The scope of work to be provided by the Company to the Customer is set forth in this Agreement. Unless otherwise agreed in writing, Customer is responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, and capable of withstanding the total load imposed by the Equipment and any materials and personnel upon the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment or Services to be provided by the Company. If Customer fails to satisfy its obligations under this Section, Customer is responsible for any resulting extra costs incurred by Company of others. If Company decides, in it's sole discretion, to provide Equipment, Services, or other assistance to satisfy Customer's obligations hereunder, then Customer shall be responsible for all direct or indirect costs incurred by Company. The Agreement price constitutes the price for only those items of Equipment and/or Services expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Company. Customer shall compensate Company in a timely fashion for any extra work performed as requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra cost and charges, Company shall be entitled to reasonable compensation for any additional work performed, including profit and overhead.
- 4. <u>Credit and Payment.</u> If requested by Company, Customer shall complete and return to Company a credit application. Payment terms are net thirty (30) days from the date of the Company's invoice. A monthly service charge of the lesser of 1.5% or the maximum amount allowed by law will be assessed on all past due accounts. Company may issue progress billings during the term of the project. Nothing herein limits Company's rights under any bond or lien law. Company may recover and Customer is responsible for all costs of collection, including filing and service costs, expert and mediation fees, court and litigation out-of-pocket expenses and attorney's fees related to Customer's failure to pay within terms
- 5. <u>Default and Termination.</u> Customer is in default under this Agreement if any of the following occur: (1) Customer fails to pay Company as agreed; (2) Customer fails to procure or maintain any required insurance coverage; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (4) a termination or liquidation of Customer's business ocurrs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of default by Customer, Company has the right to remove Equipment, stop performing on the project, terminate this Agreement, and/or seek any other remedy available to Company in law or equity. Customer shall bear all costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of the Customer's default.
- 6. Waiver of and Limitations on Damages. Neither party shall be liable to the other party for lost profits, indirect, incidental, liquidated or consequential damages arising out of or relating to this Agreement.
- 7. <u>Notice.</u> Any notice or other communications required to be given must be sent by (a) first class mail to addresses of the parties listed or any other address communicated in writing, or (b) email.
- 8. Work Schedule. Unless otherwise agreed to by the Parties, Company requires reasonable lead time from the date of the receipt of this Agreement prior to Company's commencement of its performance. This Agreement comtemplates Company's personnel working without interruption or interference. Should Company be interrupted or delayed during its performance of the Services, the agreed job schedule will be revised accordingly and additional charges will apply. Company gets reasonable lead time to implement any agreed-upon change in the scope of work. Under no circumstances shall Company be liable for charges for delays exceeding 50% of the value of the services performed hereunder. All claims for losses, damages, back charges or offsets by Customer shall be promptly submitted to Company in writing.
- 9. Storage. If requested or necessary, Customer shall provide Company with a jobsite Equipment storage area at no charge.
- 10. INDEMNITY. EACH PARTY AS INDEMNITOR SHALL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTIES HARMLESS AGAINST ALL CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES AND EXPENSES FOR PERSONAL INJURIES (INCLUDING DEATH) AND/OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT, OR COMPANY'S EQUIPMENT AND SERVICES, OR THE USE OR MISUSE OF COMPANY'S EQUIPMENT, BUT ONLY TO THE PROPORTIONATE EXTENT SUCH CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT. INDEMNITY IS ALSO PROVIDED FOR ALL NECESSARY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED IN THE NON-JUDICIAL OR JUDICIAL ENFORCEMENT OF ANY PART OF THIS INDEMNITY OBLIGATION. AS PART OF THE INDEMNITIES IN THESE ARTICLES, THE PARTIES, ON BEHALF OF ITS INSURER(S) EXPRESSLY WAIVES ANY IMMUNITY AVAILABLE TO IT UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR APPLICABLE STATE CONSTITUTIONAL PROVISIONS WITH RESPECT TO INJURY OR DEATH TO ANY OF ITS EMPLOYEES BUT ONLY TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THE PURPOSE AND INTENT OF SAID INDEMNITY.



BrandSafway Services LLC Standard Terms and Conditions

- 11. Incident Notification. Customer shall notify Company immediately of any incident or accident that involves (or potentially involves), directly or indirectly, the Equipment or Services and that results (or may result) in death, personal injury, loss, property damage or an event that triggers (or may trigger) either party's indemnity obligation. In addition, Customer shall notify Company of any inspection/investigation by OSHA or other similar enforcement agency regarding the Equipment or a work site where the Equipment is located. Customer shall fully cooperate with Company to limit the extent of any Losses or damages resulting from such incidents. Customer shall also cooperate with Company during Company's investigation, testing or analysis of any such incident and understands that time is of the essence after an incident to promptly investigate and protect the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence.) Customer is deemed to have knowledge of the incident from the time that Customer (its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer) learns of the incident or accident.
- 12. <u>Compliance with Laws.</u> Each party agrees to comply with all applicable laws, rules and regulations ("Laws") AND SHALL DEFEND AND INDEMNIFY THE OTHER PARTY FOR ITS FAILURE TO COMPLY WITH SUCH LAWS.
- 13. <u>Venue and Governing Law.</u> The Terms of the Agreement are to be construed and enforced in accordance with the laws of the State in which the project is located.
- 14. <u>Technical Information.</u> Where Company has provided Customer with technical data, drawings, information or specifications for use of Company's Equipment ("Technical Information"), the following apply: a) CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST AND FROM LIABILITY OR CLAIM FOR DAMAGE OR INJURY SUSTAINED BY REASON OF DEVIATION IN WHOLE OR PART FROM SUCH TECHNICAL INFORMATION; b) all Technical Information remains Company's property and may not be used on any other project without its express written consent; and c) all notes, note sheets, specifications, and other information provided with Company's drawings are part of this Agreement.
- 15. <u>Standard of Performance/Warranty.</u> Company provides its services with the care and skill ordinarily used by similar persons operating under similar circumstances. For permanent work, Company warranties its goods and Services for a period of one year from completion by Company. Company makes no other express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose and Customer waives the same. Company is not responsible for a claim or demand in respect to any technical information, opinion, data, drawings or specifications unless marked or stamped by a Professional Engineer engaged by Company.
- 16. <u>Information Supplied by Others.</u> Company is entitled to rely upon information supplied by or through Customer. Customer represents and warrants that the information it supplies is accurate, complete, and appropriate for the Project and Company's scope of work. **CUSTOMER AGREES** TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY ERROR, INACCURACY OR DEFECT IN THE INFORMATION SUPPLIED BY CUSTOMER OR ON CUSTOMER'S BEHALF TO COMPANY.
- 17. Assignment. Customer shall not assign this Agreement to any third party without Company's prior written consent.
- 18. <u>Hoisting.</u> All hoisting and lifting of material to heights above 10' require that Customer provide a crane or other means of mechanical lifting; this also includes the provision of a forklift, if necessary. Unreasonable delays to loading or unloading by Company will be recorded and are considered reimbursable stand-by time.
- 19. <u>Substitution of Equipment.</u> In the event the proposed Equipment is unavailable to support Customer's schedule, Company reserves the right to substitute Equipment that performs the same function.
- 20. <u>Equipment Loss or Damage</u>. Customer is responsible for any Loss during the Rental Period. Regardless of whether or to what extent the Customer is responsible for the Loss, Customer shall promptly pay to Company a sum equal to Company's current list price plus handling charges for all lost Equipment unless the Loss is attributable solely to Company's negligence. For safety reasons, damaged Equipment must be returned to Company, and Company shall not return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer.
- 21. <u>Inspection.</u> Upon receipt of Equipment, Customer shall inspect its condition and quantity. If the Equipment count is incorrect or if the Equipment received is damaged, Customer shall notify Company in writing within 48 hours. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and immediately notify Company of any defects or other issues. If the Customer does not inspect and count the Equipment when received, the Customer is deemed to have accepted the quantity as shown in Company's shipping documents as correct and, in addition, accepts that the Equipment is in good, operating condition, and fit for its intended use.
- 22. <u>Use and Maintenance of Equipment.</u> Customer expressly agrees that it will erect, dismantle, modify and/or use the Equipment in a safe and proper manner that is consistent with all applicable federal, state and/or local statutes, regulations and ordinances and accepted industry practices, including any instructions provided by the Company. Customer will, at all times during the Rental Period and at its own expense, maintain the Equipment in good working condition, excepting ordinary wear and tear caused by proper use. Any modification or relocation of scaffolding equipment and its components by the Customer, its other contractors or any subcontractor using the scaffold, it is to be donely solely at the Customer's risk and should at all times be compliant with all federal and/or state occupational safety and health laws, rules and regulations and applicable city, county, or local codes. The Equipment shall be used only for the purposes for which it was designed. IT IS UNDERSTOOD THAT THE USE OF SCAFFOLDS PROVIDED HEREUNDER SHALL BE USED IN ACCORDANCE THEREWITH, OTHERWISE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIMS AND COST ARISING OUT OF DEVIATION FROM SUCH PROPER USE. Company has the right at any time to enter the site where the Equipment is located for purposes of inspecting the Equipment.
- 23. <u>Title to Equipment/Location.</u> Title to the Equipment shall remain with Company. The Equipment shall not without Company's prior written consent, be removed from the site designated by the Customer in its order and shall not be intermingled, connected or used with any equipment belonging to others. Company reserves the right, at any time, to file or register its ownership interest and/or title in or to the Equipment as may be permitted by law.
- 24. Access to the Work Site. Company shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to the following: to provide a firm foundation for the scaffold or shoring; to provide a sufficient storage area within a reasonable distance of the work; to maintain traffic patterns in a manner that facilitates Company's work sequence, including any lane closures; to permit utilization of the crane as needed at no cost to the Company; to obtain permission to tie into the face of the building and the ability to make a sufficient number of ties; to remove any glass, windows, grit or other items which must be removed prior to erection and replace the same following dismantling; and to provide barges, boats and personnel for over-water work.



BrandSafway Services LLC Standard Terms and conditions

- 25. <u>Contaminated Equipment.</u> Customer shall fully clean and decontaminate, in a manner satisfactory to Company, all Equipment exposed to materials containing lead, asbestos, radiation, toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or would preclude or limit the Equipment's future use. Upon Company's request, Customer shall document confirmation that such cleaning and decontamination has occurred. Should any Equipment be returned to Company without being cleaned or decontaminated, the Customer shall, at Company's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including all transportation costs associated therewith), or (2) reimburse Company for all reasonable costs incurred by Company in connection with cleaning and decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be unable to be cleaned or decontaminated to Company's reasonable satisfaction. Customer will pay to Company its current list price plus handling charges for all such Equipment. IN ADDITION, CUSTOMER SHALL INDEMNIFY COMPANY FROM AND AGAINST ALL DAMAGES RESULTING FROM OR RELATING TO CUSTOMER'S FAILURE TO PROPERLY AND ADEQUATELY DECONTAMINATE THE EQUIPMENT. For health and safety reasons, contaminated Equipment must be returned to Company by Customer, and Company is not obligated to thereafter return any such Equipment to Customer, regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section.
- Company is not responsible for any delay in the performance of Services or failure of Equipment if and to the extent such delay or failure was caused by an event or occurrence beyond Company's reasonable control and without its fault or negligence. In the event of any delay due to such event or occurrence, Company shall receive an extension to perform the delayed work.
- 27. Confidentiality. Customer shall protect Company's Confidential Information as confidential and proprietary (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would utilize to protect its own confidential information). The Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Company or as required by law, with reasonable prior notice to Company. Upon Company's request or within 14 days after termination of this Agreement, Customer will return or destroy (as instructed by Company), all Confidential Information and all copies thereof in any media, unless Customer is required to retain such material under applicable laws. Customer further agrees that nothing in this Agreement limits or negates any statutory or common law rights, including those related to trade secrets, where such rights provide Company with broader protection. Each of Customer's agents and employees shall comply with the confidentiality restrictions set forth herein and Customer shall indemnify Company from any and all damages, costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of its, or its agents'/employees' unauthorized disclosure of Confidential Information.
- 28. Miscellaneous. In the event any term, provision or condition of this Agreement is held invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Agreement. This Agreement inures to the benefit of and is binding upon the parties and their successors. Each party agrees to execute such further documents neccessary to carry out the intent of this Agreement.
- 29. <u>Training, Operation, and Maintenance.</u> Customer shall be fully responsible to any and all training of users of the Equipment and agrees that it will not allow the use of the Equipment by any party unless and until that party has been adequately and properly trained. The Customer also acknowledges its responsibility to operate and maintain the equipment in accordance with the Operations Manual and all applicable codes and regulations. In addition, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period except for the particular maintenance requirements by Company as set forth in the maintenance materials provided to the Customer by Company. Customer shall maintain adequiate maintenance records as required by law.
- 30. Non-Discrimination. This contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against qualified individuals based on their race, color, religion, sex, or national origin. Moreoever, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 31. Acceptance, Modification, and Entire Agreement. COMPANY'S AGREEMENT TO PROVIDE EQUIPMENT OR SERVICES HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the parties are governed exclusively by the terms and conditions set forth in this Agreement. Shipment or delivery of Equipment or Services pursuant to this Agreement or the acceptance, use, or retention of any Equipment or Services by Customer constitutes an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree the exact terms and conditions of this Agreement in any acceptance, acknowledgement, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is herely expressly objected to and rejected. Company's provision of Equipment and Services pursuant to the terms of this Agreement are not considered an acceptance of any additional, inconsistent, or different terms proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on "click-through" websites, shall be incorporated into or made a part of the Agreement or binding on Company unless it is agreed to in writing by Company.

32. <u>Minimum Insurance Regirements.</u>
(a) At all times while performing work hereunder, Customer shall maintain insurance in amounts not less than:

(1) Workers' Compensation Statutory Amount; (2) Employer's Liability: minimum limit of \$1,000,000 per accident;

(3) General Liability Insurance, including contractual liability, products and completed operations: \$1 million per occurrence and \$2 million aggregate;

(4) Automobile Liability Insurance: combined single limit of \$1 million per accident;

- (5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$4,000,000 per occurrence. (b) All insurance policies required herein shall:
- (1) Name Company, its directors, officers, employees and agents as additional insureds to the greatest extent allowed by law except items (1) and (2) above on a broad form endorsement with coverage no less broad that ISO form CG 2010 1185. A current certificate of insurance must be supplied indicating the above coverage prior to the commencement of the work. Company shall have no duty to review said certificates

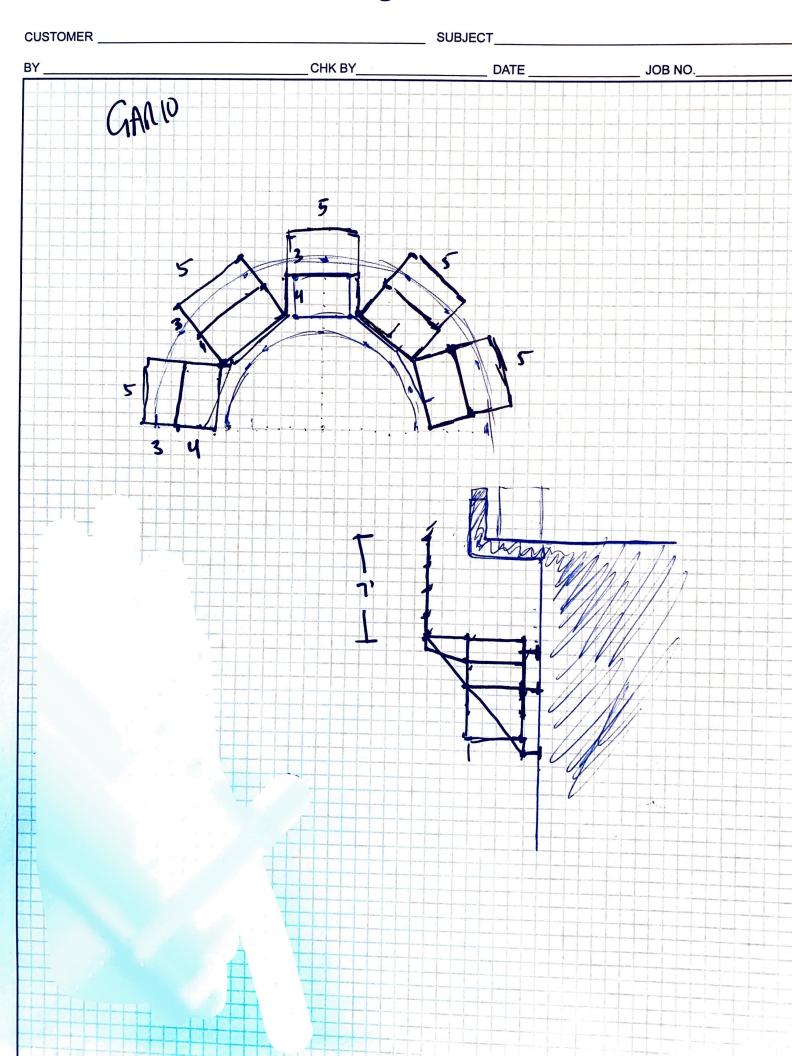


BrandSafway Services LLC Standard Terms and Conditions

and any failure of Company to notify Customer of its non-compliance with this section or any other provision contained in these requirements shall not act as a waiver of any right by Company.

(2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to

- (3) Provide that no policy shall be materially changed, amended or canceled except after 30 days prior written notice to Company;
 (4) To the maximum extent permitted by law, all insurance policies of Customer in any way related to, or providing any coverage in connection with the work, whether or not required by this Agreement, shall be endorsed to waive all rights of subrogration against Company, except workers' compensation and employer's liability coverage.
- 33. <u>Abatement.</u> Notwithstanding any other documents between the Parties to the Agreement, the Company's abatement services shall end with appropriately containing the pre-existing hazardous wastes contemplated by this Agreement, including lead, asbestos, or other wastes ("Waste") upon the removal and placing of such packaged Waste in an aggregation location supplied by the Customer. Thereafter, transportation and disposal of the Waste will be the responsibility of its owner or the Customer, who shall sign all manifests as "generator" as that term is defined and understood under any applicable law. For the sake of clarity, the Company shall not transport or dispose of any Waste nor sign any manifest for the transportation or disposal of any Waste as a generator or co-generator or otherwise howsoever. Ownership and title to Waste shall at all times remain with its owner or the Customer and for all purposes, title to the Waste shall be that of the owner or the Customer and shall be deemed never to have been that of the Company.



?

< Business Lookup

License Information:

New search Back to results

Entity name: GARCO CONSTRUCTION, INC.

Business name: GARCO CONSTRUCTION, INC.

Entity type: Profit Corporation

UBI #: 602-809-160

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4114 E BROADWAY AVE

SPOKANE WA 99202-4531

Mailing address: 4114 E BROADWAY AVE

SPOKANE WA 99202-4531

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Ellensburg General Business - Non-Resident				Active	Mar-31-2024	Feb-11-2020
Federal Way General Business - Non-Resident	15-105228-00-E	BL		Active	Mar-31-2024	Oct-14-2015
Kirkland General Business - Non- Resident	OBL23792			Active	Mar-31-2024	Nov-19-2018
Liberty Lake General Business - Non-Resident				Active	Mar-31-2024	Sep-27-2019
Minor Work Permit				Active	Mar-31-2024	Dec-15-2010
Spokane General Business	T12054470BUS			Active	Mar-31-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2024	Jun-12-2009
Walla Walla General Business - Non-Resident				Active	May-31-2024	May-24-2023
Wenatchee General Business - Non-Resident	170046			Active	Mar-31-2024	Oct-16-2019

Governing People May include governing people not registered with Secretary of State



Governing people	Title				
BARNETT, HOLLIS					
HOOPER, JEFF A					
WELSH JR, JAMES T					
WELSH, CLANCY					
WELSH, JAMES T					
Registered Trade Names					
Registered trade names	Status	First issued			
GARCO	Active	Mar-14-2019			
GARCO CONSTRUCTION	Active	Mar-14-2019			
GARCO CONSTRUCTION, INC.	Active	Mar-14-2019			
The Business Lookup information is updated nightly. Search date and time: 5/31/2023 1:42:06 PM					

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ELEWIS

ACORD°

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Stacia Simpson					
Hub International Northwest LLC PO Box 3144	PHONE (A/C, No, Ext): (509) 319-2912 FAX (A/C, No):					
Spokane, WA 99220	E-MAIL ADDRESS: Stacia.Simpson@hubinternational.com					
	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A: Liberty Mutual Fire Insurance Company					
INSURED	INSURER B: Liberty Insurance Corporation	42404				
Garco Construction, Inc.	INSURER C: Travelers Property Casualty Company of America	25674				
P.O. Box 2946	INSURER D:					
Spokane, WA 99220	INSURER E:					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

E.	XCLUSIONS AND CONDITIONS OF SUCH	POLI	CIES	LIMITS SHOWN MAY HAVE BEEF	NREDUCED BY	PAID CLAIMS.	•	
INSR	TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY					,	EACH OCCURRENCE	\$ 2,000,000
	CLAIMS-MADE X OCCUR	Х	Х	TB2Z91469954022	12/31/2022	12/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO	Х	Х	AS7Z91469954012	12/31/2022	12/31/2023	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
В	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MAD	X	X	TH7Z91469954032	12/31/2022	12/31/2023	AGGREGATE	\$ 10,000,000
	DED X RETENTION\$)						\$
Α	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		EL2Z91469954042	12/31/2022	12/31/2023	E.L. EACH ACCIDENT	\$ 1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)] N/A	'				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Builder's Risk			QT6300J565818TIL22	12/31/2022	12/31/2023	COC Incl EQ/FL	4,000,000
Α	WA Stop Gap			EL2Z91469954042	12/31/2022	12/31/2023	LIMIT	1,000,000
	1				1			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION CONSTRUCTION

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED STATUS IS GIVEN TO THE CITY OF SPOKANE PARKS & RECREATION FOR GOING AND COMPLETED OPERATIONS AS GRANTED BY THE POLICY FORMS ATTACHED. WAIVER OF SUBROGATION DOES APPY PER THE ATTACHED POLICY FORMS.

I .		

CITY OF SPOKANE PARKS & RECREATION 828 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3316 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CANCELLATION

WM Quini

CERTIFICATE HOLDER

PROPRIETARY AND CONFIDENTIAL

COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the Company providing this insurance.

The word insured means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in bold font have special meaning. If not defined in the section in which they first appear, refer to **SECTION VII – DEFINITIONS.**

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

INSURING AGREEMENTS

SECTION I - COVERAGES

1. We will pay on behalf of the insured those sums in excess of the retained limit that the insured becomes legally obligated to pay as damages because of bodily injury, property damage or personal and advertising injury to which this insurance applies. In addition, we will pay those sums in excess of the retained limit that the insured becomes legally obligated to pay as damages because of a negligent act, error or omission committed in the administration of the Named Insured's employee benefit program, to which this insurance applies.

The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE.

- 2. With respect to **bodily injury**, **property damage** or **personal and advertising injury**, this insurance applies only if:
 - a. The bodily injury or property damage occurs during the policy period, or the personal and advertising injury is caused by an offense arising out of your business but only if the offense was committed during the policy period;
 - **b.** The **bodily injury**, **property damage** or **personal and advertising injury** is caused by an **occurrence** that takes place anywhere; and
 - c. Prior to the policy period, no insured listed under Paragraph 3. of SECTION II WHO IS AN INSURED or any employee who has been authorized by you to give or receive notice of an occurrence or claim, knew that the bodily injury or property damage had occurred, in whole or in part.
- 3. Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 3. of SECTION II WHO IS AN INSURED, or any employee authorized by you to give or receive notice of an occurrence or claim:
 - a. Reports all, or any part of, such bodily injury or property damage to us or any other insurer;
 - Receives a written or oral demand or claim for damages because of such bodily injury or property damage; or
 - c. Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.

If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury**, or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury**, or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

- 4. Bodily injury or property damage which occurs during the policy period and which was not, prior to the policy period, known to have occurred or to have begun to occur by any insured listed under Paragraph 3. of SECTION II WHO IS AN INSURED or any employee authorized by you to give or receive notice of an occurrence or claim, includes any continuation, change or resumption of that bodily injury or property damage after the end of the policy period.
- 5. If we are prevented by law or statute from directly paying damages covered by this policy on behalf of the insured, then we will, where permitted, indemnify the Named Insured for those sums paid in excess of the retained limit.

As used in Paragraphs 2.c., 3. and 4. above, an insured listed under Paragraph 3. of SECTION II – WHO IS AN INSURED does not include a stockholder who is not otherwise an insured.

SECTION II - WHO IS AN INSURED

- 1. The first named insured is an insured.
- 2. Any organization that is a subsidiary of the **first named insured** and over which you maintain ownership or majority interest as of the effective date of this policy, provided such organization was made known to us by the effective date of this policy and is included as an insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.
- 3. If you are designated in the Declarations as:
 - **a.** An individual, you and your **spouse** are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their **spouses** are also insureds, but only with respect to the conduct of your business.
 - **c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - **d.** An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- **4.** Each of the following is also an insured:
 - a. Your volunteer workers but only while performing duties related to the conduct of your business, your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees or volunteer workers are insureds for:
 - (1) Bodily injury or personal and advertising injury:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-employee in the course of his or her employment or performing duties related to the conduct of your business or to your other volunteer workers while performing duties related to the conduct of your business;

PROPRIETARY AND CONFIDENTIAL

- (b) To the **spouse**, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, Paragraphs (1)(a), (1)(b) and (1)(c) do not apply to the extent underlying insurance provides coverage for such person(s). Coverage under this policy will be no broader than that provided by underlying insurance.

Insurance provided by this policy for **bodily injury** to a co-**employee** or **volunteer worker** will not apply if the injured co-**employee's** or **volunteer worker's** sole remedy for such injury is provided under a workers' compensation law or any similar law.

- (2) Property damage to property:
 - (a) Owned, occupied, used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your **employees, volunteer workers,** any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your employee) or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- **d.** Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any person or organization included as an additional insured in underlying insurance. Coverage under this policy will be no broader than that provided by underlying insurance.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, this insurance will be no broader than that which you are required by the contract or agreement to provide for such additional insured.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

- f. Any person while using with your permission a **covered auto** and any person or organization legally responsible for its use, but only if that person is an insured with respect to liability arising out of the ownership, maintenance, use or entrustment to others of **covered autos**.
- **5.** Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured under this policy if there is no other similar insurance available to that organization and that organization qualifies as an insured in **underlying insurance.** However:

PROPRIETARY AND CONFIDENTIAL

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier. However, such coverage will be provided for no longer than that provided by **underlying insurance**; and
- Coverage does not apply to any liability that occurred or offense committed before you acquired or formed the organization.

Except as provided in Paragraph **5.** above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Coverages provided under this policy.
- The General Aggregate Limit is the most we will pay for the sum of all damages covered under this policy, except:
 - a. Damage included in the products-completed operations hazard; and
 - **b.** Damage covered by **underlying insurance** to which no aggregate limit applies.

The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the underlying insurance.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard.**
- 4. Subject to Paragraphs 2. and 3. above, if either applies, the Each Occurrence Limit is the most we will pay for the sum of all damages covered under this policy arising out of any one occurrence.
- 5. If the applicable limits of insurance of underlying insurance or other insurance providing coverage to the insured are reduced or exhausted by payments of damages, subject to the terms and conditions of this policy, we will:
 - a. In the event of reduction, pay in excess of the reduced applicable limits of underlying insurance or other insurance; or
 - **b.** In the event of exhaustion, continue in force as **underlying insurance**, but for no broader coverage than is available under this policy.

The **retained limit** will not be reduced or exhausted by defense costs, loss adjustment expenses, supplementary payments or similar amounts that reduce or exhaust the policy limits of **underlying insurance** or **other insurance**.

6. If any **underlying insurance** has a limit of insurance greater than the amount shown in the Schedule of Underlying Insurance this policy will apply in excess of the greater amount.

14. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations of the state or jurisdiction where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations.

15. Trade or Economic Sanctions

This insurance applies except to the extent coverage is in violation of any trade or economic sanction, embargo or similar regulation imposed by the United States of America.

16. Transfer of Rights of Recovery Against Others to Us

a. If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured will do all that is necessary to secure such rights and must help us enforce them. The insured will do nothing after loss to prejudice such rights.

We have the right to recover our payments from anyone liable for injury or damage covered by this policy. We waive any right of recovery we may have against a person or organization, if you waive any right of recovery against such a person or organization in a written contract, but only if such contract was executed prior to injury or damage.

- b. Any recoveries shall be applied as follows:
 - (1) Any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
 - (2) We then will be reimbursed up to the amount we have paid; and
 - (3) Lastly, any person or organization, including the insured, that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred by us in the exercise of the rights of recovery shall be apportioned among the persons or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

17. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property. However, in such event, notice of cancellation of this policy sent to the **first named insured** and mailed to the last mailing address known to us will be sufficient notice to effect cancellation of this policy.

18. Unintentional Failure to Disclose

There will be no coverage under this policy for hazards you fail to disclose at the inception of the **policy period**, except that unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report the hazard to us as soon as practical after discovering the failure to disclose.

19. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the **underlying insurer** has paid or is obligated to pay the full amount of the **retained limit.** However, when an agreed settlement or final judgment has been determined, we will promptly pay on behalf of the insured those sums falling within the terms of this policy.

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- **d.** The total applicable limits of all **underlying insurance** do not decrease, except for any reduction or exhaustion of aggregate limits by payment of judgments or settlements; and
- **e.** You notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any **underlying insurance** is changed.

Failure to comply with these requirements will not invalidate this insurance. However, in the event of such failure, we will only be liable to the same extent that we would have been, had you fully complied with these requirements.

10. Named Insureds

- a. The **first named insured** is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy.
- b. Each Named Insured is jointly and severally liable for:
 - (1) All premiums due under this policy; and
 - (2) Any other financial obligations of any Named Insured to us arising out of any agreements contained in this policy.

11. Other Insurance

This insurance is excess over, and will not share or contribute with any **other insurance** whether primary, excess, contingent or on any other basis.

However, this insurance will not seek contribution from any **other insurance** available to an additional insured provided that:

- a. The additional insured is a Named Insured on such other insurance;
- b. You have agreed in a written contract or agreement with the additional insured that this insurance would not seek contribution from any other insurance available;
- c. Underlying insurance includes the person or organization as an additional insured; and
- **d. Underlying insurance** provides coverage to the person or organization on a primary and noncontributory basis.

12. Representations

By accepting this policy, you agree:

- **a.** The statements in the Declarations are accurate, complete and based on information and representations you provided or made to us;
- b. We have issued this policy in reliance upon your information and representations.

13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and any rights or duties specifically assigned to the **first named insured**, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All Persons or Organizations as required in a written contract or agreement or permit requiring arising out of language, entered into prior to an occurrence or offense to provide additional insured status requiring the use of CG 20 37with 07 04 edition date.	All locations as required by a written contract or agreement or permit entered into prior to an occurrence or offense
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Name Of Additional Insured Person(s)
Or Organization(s):

Location And Description Of Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Lessors of Leased Equipment Managers or Lessors of Premises Mortgagees, Assignees or Receivers Owners, Lessees or Contractors Architects, Engineers or Surveyors Any Person or Organization

Item 2. Blanket Additional Insured – Grantor Of Permits

Item 3. Other Insurance Amendment

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. Lessors of Leased Equipment: The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises: Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
- **b.** Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
- **c.** Any premises for which coverage is excluded by endorsement.
- **3. Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. Owners, Lessees or Contractors: Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

- 5. Architects, Engineers or Surveyors: Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
 - a. In connection with your premises; or
 - **b.** In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

- **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

- 6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
 - a. In the performance of your ongoing operations; or
 - b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;
- **b.** Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- **c.** Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this Item 1.:

- 1. Applies to the extent permitted by law:
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- **4.** Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- **5.** Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured - Grantor Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

- 1. Coverage will be no broader than required; and
- 2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

- 1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
- 2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
- **3.** "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

- b. this coverage shall expire at the end of the Policy Period or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
- 7. Any Insured with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the Insured's legal liability for its rendering of Professional Activities and Duties and/or Contracting Activities under the respective legal entity or joint venture;
- 8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
 - a. if the you are required to include the Client as an additional Insured in a written contract in effect during the Policy Period and signed by the you prior to the first commencement of the Pollution Condition; and
 - b. with respect to the **Client**'s vicarious liability resulting from your **Contracting Activity**.
- With regard to Section 1: What We Cover D.1., all persons or organizations, other than a Client, as required by a written contract executed by the Named Insured, but only for:
 - a. a Pollution Condition caused by your Contracting Activity;
 and
 - the vicarious liability of the person or organization that results from the performance of your Contracting Activity
 provided that such written contract is signed by the Named Insured prior to the commencement of the Pollution Condition.
- Insured Contract

 L. means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for Bodily Injury or Property Damage, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the Bodily Injury or Property Damage. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.

Declarations and Representations

G.

Ι.

By acceptance of this policy, you agree that the statements and information contained in the Application and other supplemental materials submitted to us are: (a) true and correct; (b) such statements and information are material to our underwriting of this policy; and (c) that this policy has been issued by us in reliance upon the truth and correctness of such statements and information.

Design Professional's Insurance H.

H. The **Insured** shall require that each **Design Professional** under written contract to it evidence professional liability insurance.

Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of this policy.

Inspection and Audit J.

We will be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of the **Insured's** books, records, services, properties and activities at any time, as far as they relate to the subject matter of this policy.

Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Any inspections will be coordinated through your broker or agent.

We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any **Insured** in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.

Limitation of Liability K.

Under Protective Loss Coverage, the **Insured** shall not accept any limitation of liability from a **Design Professional** other than to insurance proceeds, without our express written consent.

Other Insurance L.

Where other valid and collectible insurance is available to the **Insured**, in addition to **Design Professional's Insurance**, our obligations to the **Insured** are as follows:

- 1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
- 2. This insurance is excess over any other valid and collectible insurance available to the **Insured** under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.
- 3. This insurance is excess over any other valid and collectible **Design Professional's Insurance** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

Severability M

Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.

Sole Agent N.

You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

Subrogation O.

In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.

However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.

Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.

Territory P.

Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	All Persons or Organizations as required in a written contract or agreement or permit requiring arising out of language, entered into prior to an occurrence or offense to provide additional insured
	status requiring the use of CG 20 10 with 10 01 edition date

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

which the injury been put to its person or organi other contractor gaged in perforr	"your work" out of or damage arises has intended use by any zation other than anor subcontractor ending operations for a tof the same project.		
This endorsement is executed by the			
Premium \$ Effective Date For attachment to Policy No. Audit Basis	Expiration Date		
Issued To			
	Countersigned	I byAuthorized Representati	ve
Issued	Sales Office and No.	End. Serial N	

Declarations and Representations

G.

Ι.

By acceptance of this policy, you agree that the statements and information contained in the Application and other supplemental materials submitted to us are: (a) true and correct; (b) such statements and information are material to our underwriting of this policy; and (c) that this policy has been issued by us in reliance upon the truth and correctness of such statements and information.

Design Professional's Insurance H.

H. The **Insured** shall require that each **Design Professional** under written contract to it evidence professional liability insurance.

Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of this policy.

Inspection and Audit J.

We will be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of the **Insured's** books, records, services, properties and activities at any time, as far as they relate to the subject matter of this policy.

Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Any inspections will be coordinated through your broker or agent.

We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any **Insured** in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.

Limitation of Liability K.

Under Protective Loss Coverage, the **Insured** shall not accept any limitation of liability from a **Design Professional** other than to insurance proceeds, without our express written consent.

Other Insurance L.

Where other valid and collectible insurance is available to the **Insured**, in addition to **Design Professional's Insurance**, our obligations to the **Insured** are as follows:

- 1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
- 2. This insurance is excess over any other valid and collectible insurance available to the **Insured** under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.
- 3. This insurance is excess over any other valid and collectible **Design Professional's Insurance** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

Severability M.

Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.

Sole Agent N.

You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

Subrogation O.

In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.

However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.

Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.

Territory P.

Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT FOR ALL PROJECTS AND LOCATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
 - A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 - 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
 - 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I Coverage A and all medical expenses caused by accidents under Section I Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 - 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

- Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
 - "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: \$20,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I.	Newly Acquired	or Formad	Organizations
Ι.	Newly Acquired	oi coillea	Organizations

- II. Employees as Insureds
- III. Lessor Additional Insured and Loss Payee
- IV. Supplementary Payments Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible Single Deductible
- XI. Physical Damage Deductible Glass
- XII. Physical Damage Deductible Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- **A.** There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period,

whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

Paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

- **A.** Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.
- B. For any "leased auto" that is a covered "auto" under SECTION II COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - **1.** You.
 - 2. Any of your "employees" or agents; or
 - **3.** Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

- 1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
- 2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
- **3.** If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- **E.** The lessor is not liable for payment of your premiums.
- **F.** For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II COVERED AUTOS LIABILITY COVERAGE does not apply.
- **B.** For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - COVERED AUTOS LIABILITY COVERAGE for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV-BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

- **b.** Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

- 1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - The actual cost to repair or replace such covered "auto" with other property of like kind and quality;
 or
 - **b.** The actual cash value of such covered "auto" at the time of the "loss".
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:
 - **a.** An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or
 - b. The amount which the resale value of the "auto" is increased from the repair or replacement.
- **B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:
 - a. Any "auto" owned by that individual or by any member of his or her household; or
 - **b.** Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household; or
- 2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- E. For purposes of this endorsement, **SECTION V DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- **B.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- **C.** Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred; or

- 2. \$30 per day with a maximum of \$900 in any one period.
- **D.** This coverage does not apply:
 - 1. While there are spare or reserve "autos" available to you for your operations; or
 - 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
 - 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - **b.** For reasons other than non-payment, the greater of:
 - (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limits Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

- 1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
- **2.** Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;

- **d.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII.LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

 Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.
- 2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

- 1. If the covered "auto" is not principally garaged and principally used in the United States.
- 2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Schedule

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of AK, the premium charge is 1.85% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the states of ID, MI, MT, NV and SD, the premium charge is 2.0% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of LA, the premium charge is 2.0% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of OR, the premium charge is 1.0% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by The First Liberty Insurance Corporation27359

For attachment to Policy No.WC6-Z91-469954-102

Effective Date

Premium \$

Issued to Garco Construction Inc

Endorsement No.

Policy Number: AS7-Z91-469954-012 Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you agreed in writing as an additional insured, but only for the coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverge or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition**:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

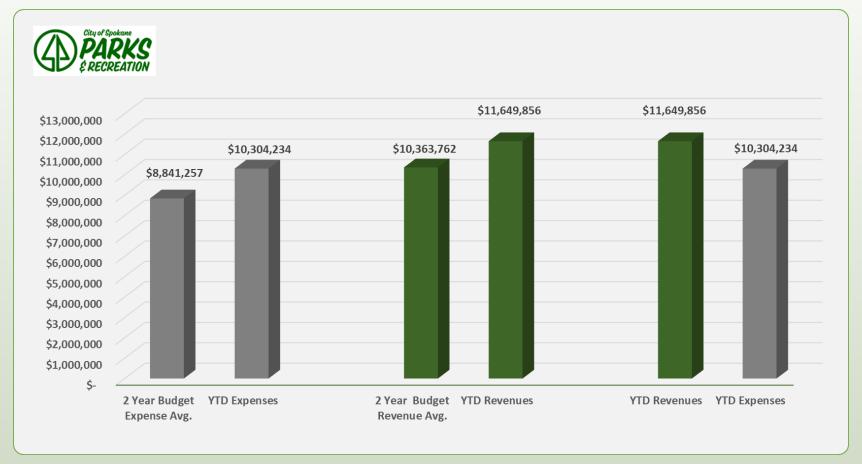




Park Board
Financials
June 2023



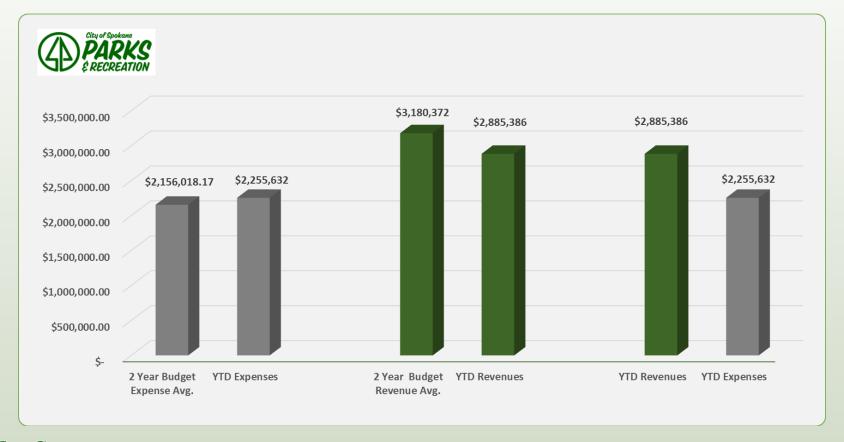
Parks Fund Financials



Key Concepts:

- Salaries and wages are the primary driver for the increase in expenses in the cost of labor, increased temp/seasonal work and June being a 3 pay day month.
- Parks revenue is well ahead of the 2-year budget average due to increased revenue in both Recreation and Riverfront, and an increase in the general fund transfer in June for the 3 pay day month.
- YTD revenues are ahead of YTD expenses by \$1.35 million.

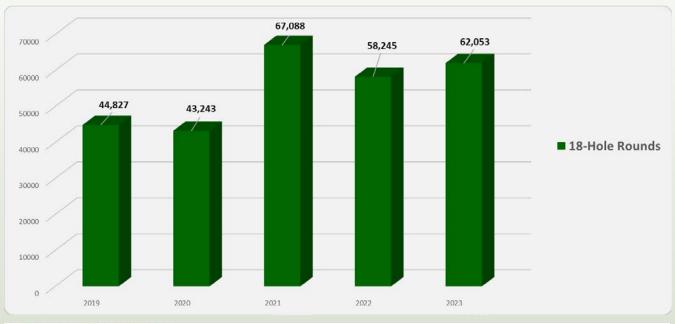
Golf Fund – Financials

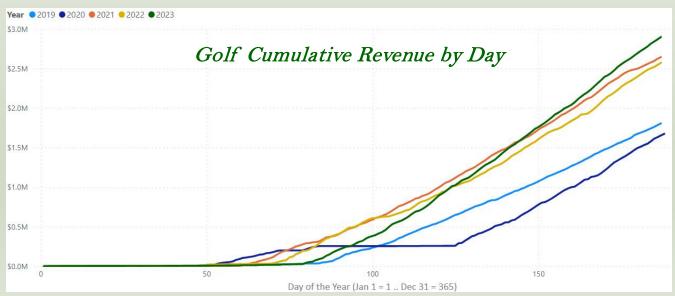


Key Concepts:

- Golf is in alignment with budget expense averages despite the large capital expense for the tree removals.
- Golf had a record setting June with \$946,550 in revenue (including the FIF), which was a \$237,044 increase over last June.
- Golf has revenues exceeding expenditures by \$527,712 excluding the facility improvement fee and debt service payment (\$629,754 including both).

Golf – Dashboard









Questions or Comments?



Spokane Park Board Briefing Paper



Committee	N/A Committee meeting date: N/A					
Requester	Nick Hamad Phone number: 509.363.		5452			
Type of agenda item	Consent	Discussion		○ Information		Action
Type of contract/agreement	New Rer	newal/ext. 🔘 l	Lease (Amendment/chang	e order	Other
City Clerks file (OPR or policy #)	OPR 2023-0556	3				
Master Plan Goal, Objective, Strategy	Goal B, Obj. 1,	(dog park)	Maste	r Plan Priority Tier:	Secon	d Tier
(Click HERE for link to the adopted plan)		· • • • • • • • • • • • • • • • • • • •	(pg. 171	L-175)		
Item title: (Use exact language noted on the agenda)		ity dog park & s	electing	election of Upriver Park High Bridge Park as tl ost)		
Begin/end dates	Begins: 05/31/2	.023	Ends:		√ 0	6/01/2525
Background/history: Since May board approval of a new community dog park location at Upriver Park, staff has held an additional neighborhood workshop to gather additional public input on site designs, and has attended a 'pre-development conference' to gather permit and construction related requirements which apply to the proposal. Unlike previous outreach supporting the improvements, public feedback from the neighborhood has changed to largely oppose the proposal. Additionally, restrictive shoreline permitting requirements will apply to this location, significantly reducing the space available for dog park development, resulting in less land available than required to meet the 'community dog park' requirement.						
Motion wording: Motion to adopt resolution withdrawing se selecting High Bridge Park as the location	n for a communit			or the new community	dog parl	c and
Approvals/signatures outside Parks:	O Yes	No				
If so, who/what department, agency or constant				-		
Name:	Email address	:		Phone	<u> </u>	
Distribution:		Garrett .				
Parks – Accounting		Marlene		0 10 1	. ,	
Parks – Sarah Deatrich	Shawn Jordan (ShawnJ@spokaneschools.org Greg Forsyth (gregoryf@spokaneschools.org))		
Requester: Nick Hamad Grant Management Department/Name:		Gleg i o	rsytii (gi	egoryi@spokariescrio	ois.org)	
	O Barrania					
Fiscal impact: Expenditure Amount:	○ Revenue	Budget code:				
N/A		N/A				
Vendor:	O New vendo	_				
Quotes/solicitation (RFP, RFQ, RFB)	City of Cookers			contractors/consultants/		
· -			Contractor is on the City's A&E Roster - City of Spokane UBI: Business license expiration date: ACH Forms (for new contractors/consultants/vendors Insurance Certificate (min. \$1 million in General Liability)			

Resolution	#
1 1000101011	11

CITY OF SPOKANE PARK BOARD RESOLUTION

A RESOLUTION withdrawing the previous selection of Upriver Park as the location for a new Community Dog Park, and selecting High Bridge Park the location for investment in a Community Dog Park

WHEREAS, the Park Board is empowered by the City Charter with exclusive jurisdiction and control to lay out, establish, procure, purchase, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, in May of 2023, the Park Board previously approved a resolution (OPR 2023-0556) selecting Upriver Park as the location for a new community Dog Park so long as Parks conducts an additional Minnehaha Neighborhood workshop to evaluate potential Upriver dog park concepts and generate a preferred design solution with workshop participants which best mitigates potential impacts on adjacent neighbors; and

WHEREAS, Parks has conducted an additional Minnehaha Neighborhood workshop to evaluate potential concepts for an Upriver Park dog park, receiving significant neighborhood feedback opposing such an improvement in that location; and

WHEREAS, neighborhood feedback expressed concerns regarding the dog park's potential impact on adjacent traffic, pedestrian safety, wildlife & the natural environment, and adjacent private properties; and

WHEREAS, despite community feedback received during recent park system planning which supports more 'off-leash' dog park facilities (OPR 2022-0137), residents and citizens adjacent to all proposed Community Dog Park locations consistently oppose such an improvement, regardless of the specific location; and

WHEREAS, Parks significantly values citizen and neighborhood feedback received during public outreach for all proposed park improvements; and

WHEREAS, in addition to soliciting additional public feedback, Parks has attended a pre-development conference to determine specific development and permitting requirements for an Upriver Park dog park; during which it was determined a 'Shoreline Conditional Use Permit' would be required to implement a dog park at Upriver Park; and

WHEREAS, the permitting requirements applicable to Upriver Park dog park require significant alteration to the proposed dog park designs, resulting in far less space useable for dog park development than is required for a community dog park; and

WHEREAS, due to current neighborhood opposition to a dog park at the proposed Upriver Park location, and due to extensive permit restrictions associated with that location, park staff recommend withdrawing the previous selection of Upriver Park as the new community dog park; and

WHEREAS, Spokane School District 81 and the Park Board mutually agree the renovation of an existing Community Dog Park within High Bridge Park to improve its functionality and increase its use, together with the previously approved addition of a Neighborhood Dog Park in the immediate vicinity of Carla Peperzak Middle School, Mullan Road Elementary, and the site of the former "Unofficial South Hill Dog Park" collectively satisfy the intent of the Official Dog Park MOU (OPR2022-0137) and deliver significant recreational benefit to the Spokane community; and

NOW, THEREFORE,

BE IT RESOLVED by the Park Board to withdraw the previous selection of Upriver Park as the location for a new Community Dog Park due to public concerns and significant permit restrictions which alter the function of proposed improvement; and

BE IT FURTHER RESOLVED by the Park Board to select High Bridge Park as the location for an investment in a community dog park so long as the property is improved in a manner consistent with the recommendations of the citywide dog park guidelines at no cost to the Park Board.

ADOPTED BY THE PARK BOARD	O ON	
Attest:	Park Board President Approved as to form:	
City Clerk	Assistant City Attorney	

Spokane Park Board Briefing Paper



Committee	N/A Committee meeting date: N/A			
Requester	Nick Hamad Phone number: 509.3		509.363.5452	
Type of agenda item	Consent Obiscussion OInform		○ Information	Action
Type of contract/agreement	New Renew	/al/ext. OLease	OAmendment/chang	ge order Other
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy	N/A	Ma	ster Plan Priority Tier:	N/A
(Click HERE for link to the adopted plan)		(pg.	171-175)	_
Item title: (Use exact language noted on			tation of the Avista Corpo	
the agenda)	Sunset Transmission	on Rebuild Projec	t' across High Drive Park	(no cost)
Begin/end dates	Begins: 07/13/2023	3 Ends	: :	6 06/01/2525
Background/history:				
Avista Corporation is planning to condu				
replacing transmission poles and cables crosses High Drive Park (the high drive				on of this work
	bian), milen require		on on paintiana.	
The City granted Avista a 'Right of Way				
transmission line, and no additional develoat that a portion of the work is planned on				
the stakeholders & public who use High				
has committee to ensure the park land i	s restored as close	as practicable a	pre-construction condition	on.
Motion wording:				
Motion to adopt resolution supporting the	implementation of the	he Avista Corpora	ation 'Metro to Sunset Tra	ansmission Rebuild
Project' across High Drive Park.				
Approvals/signatures outside Parks:	O Yes	No		
If so, who/what department, agency or co			D.	
Name:	Email address:		Phone	
Distribution:		Garrett Jones		
Parks – Accounting		Melanie Rose	(Melanie.Rose@avistac	orp.com
Parks – Sarah Deatrich Requester: Nick Hamad				
Grant Management Department/Name:				
Fiscal impact: C Expenditure	Revenue			
Amount:	0	dget code:		
N/A	N/	-		
Vendor:	New vendor			
Supporting documents:	O NEW VEHICOI			
Quotes/solicitation (RFP, RFQ, RFB)		W-9 (for ne	w contractors/consultants/	vendors
Contractor is on the City's A&E Roster - C	· ·		(for new contractors/consu	
UBI: Business license exp	iration date:	Insurance C	ertificate (min. \$1 million ir	າ General Liability)

Resolution	#
176901011011	#

CITY OF SPOKANE PARK BOARD RESOLUTION

A RESOLUTION supporting the implementation of the Avista Corporation 'Metro to Sunset Transmission Rebuild Project' across High Drive Park

WHEREAS, the Park Board is empowered by the City Charter with exclusive jurisdiction and control to lay out, establish, procure, purchase, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, since 2022, Avista Corporation has been actively preparing to construct a project named the 'Metro to Sunset Transmission Rebuild Project', which shall conduct necessary upgrades to electric transmission utility infrastructure within the City of Spokane, from the 'Sunset' substation to the 'Metro' substation; and

WHEREAS, a portion of the required project work is planned to occur on public park land within High Drive Park (commonly referred to as the High Drive Bluff); and

WHEREAS, on May 13, 1944 the City of Spokane granted a Right of Way Easement to Avista Corporation (then Washington Water Power Company) for "the right to erect, construct, reconstruct and maintain an electric transmission line and telephone system attached to the transmission line poles or structures, to be located over, along and across [City] property"; and

WHEREAS, a copy of said easement is recorded in book 512, page 380 records of Spokane County; and

WHEREAS, Avista Corporation has provided briefings to the Park Board Land Committee on multiple occasions to inform the Park Board of the proposed improvements and gather Park Board concerns and input; and

WHEREAS, Avista Corporation has conducted extensive community engagement to inform the public of the planned project, including but not limited to numerous presentations to neighborhood councils proximal to the planned work, presentations to the 'Friends of the Bluff', a private non-profit organization which actively cares for and maintains trails and associated improvements atop High Drive Park, attendance at several public open houses, and the creation and maintenance of the project specific website; and

WHEREAS, staff from Avista Corporation and City of Spokane Parks have walked the site of the proposed improvements and discussed proposed methods for constructing the utility improvements and discussed acceptable landscape restoration techniques upon completion of utility improvements; and

WHEREAS, having heard concerns from the public and the Park Board regarding the potential for construction activity to impact the park property, Avista Utilities and its agents have selected to use specialized construction equipment called "spiders" to significantly reduce the amount of grading and disturbance to the property required to construct the proposed utility improvements; and

WHEREAS, Avista Utilities has committed to a multi-year 'restoration plan' to ensure any remaining impact to the property from construction activity shall be reasonably mitigated, with a goal of restoring the area to pre-construction conditions; and

WHEREAS, Avista Utilities has committed to taking specific measures to protect the general public from construction activity and has committed to reducing closure of public park lands and trails to the least amount possible to safely accommodate construction activity; and

NOW, THEREFORE,

BE IT RESOLVED by the Park Board to authorize Avista Utilities and its agents to implement the portions of the 'Metro to Sunset Transmission Rebuild Project' located upon the High Drive Bluff, so long as Avista and its agents restore all park lands disturbed by construction activity as close as practicable to a pre-construction condition and comply with all requirements from authorities having jurisdiction.

ADOPTED BY THE PARK E	BOARD ON
Attest:	Park Board President Approved as to form:
City Clerk	Assistant City Attorney

RECORDED Page 380 Book 512
RIGHT OF WAY EASEMENT

RECORDED PAGE 380 Book 512
RIGHT OF WAY EASEMENT

City of Spokane, a municipal co	60 KV Central Heart S
,	rporation
in consideration of One and no/100	
WATER POWER COMPANY, a corporation, its reconstruct and maintain an electric transmission line poles or structures, to be located over, a	convey. 8 and warrant 8to THE WASHINGTON s successors and assigns, the right to erect, construct, n line and telephone system attached to transmission along and across the following described property in
Spokane County, State of Mas	hington to-wit That part of Government
ots Three (3) and Four (4), in Section	Thirty (30), Township Twenty-five (25) North,
lange Forty-three (43) E.W.M., described	as follows: Beginning at the southwest
corner of said Section 30; thence north	85.5 rods; thence east to the northwest
corner of Block 3 of Boston Heights Addi	tion; thence southeasterly along the west
	of Section 30; thence west to the point of
	eof: ALSO, Lots Nine (9), Ten (10), Eleven
(11), Twelve (12) and Thirteen (13) in B	lock One (1) of Cannon Hill Heights, an
	One (1) of Coeur d'Alene Addition to Spokene.
test: Sproud City Clerk.	City of Spokane Mayor Mayor
On this day, before me, the undersigned, a not ppeared F. G. Sutherlin and W.	tary public in and for said county and state, personally
County of Spokane on this day, before me, the undersigned, a not	
On this day, before me, the undersigned, a not ppeared F. G. Sutherlin and W.	N. Sproul
On this day, before me, the undersigned, a not present F. G. Sutherlin and W. ome known to be the individual. S. described in and the second s	N. Sproul who executed the within instrument, and acknowledged
On this day, before me, the undersigned, a not ppeared F. G. Sutherlin and W. ome known to be the individualS. described in and that they signed and sealed the same a	N. Sproul
On this day, before me, the undersigned, a not preared. F. G. Sutherlin and W. ome known to be the individual. S. described in and they signed and sealed the same a ses and purposes therein mentioned.	who executed the within instrument, and acknowledged as their free and voluntary act and deed, for the
On this day, before me, the undersigned, a not ppeared F. G. Sutherlin and W. ome known to be the individual. S. described in and	who executed the within instrument, and acknowledged as their free and voluntary act and deed, for the
On this day, before me, the undersigned, a not preared. F. G. Sutherlin and W. o me known to be the individual	who executed the within instrument, and acknowledged as their free and voluntary act and deed, for the
On this day, before me, the undersigned, a not preared F. G. Sutherlin and W. on me known to be the individual. S. described in and that they signed and sealed the same a ses and purposes therein mentioned.	who executed the within instrument, and acknowledged as their free and voluntary act and deed, for the lath division of the lath divisi
On this day, before me, the undersigned, a not preared. F. G. Sutherlin and W. ome known to be the individual. S. described in and that they signed and sealed the same a ses and purposes therein mentioned. Given under my hand and official seal this. 1	who executed the within instrument, and acknowledged as their free and voluntary act and deed, for the state of Mash. NOTARY PUBLIC in and for the State of Mash.

1 of 2

Spokane Park Board Briefing Paper



Committee	Park Board Committee meeting date: July		luly 17, 2	17, 2023		
Requester	Jason Conley			Phone number: 625-6211		
Type of agenda item	OConsent O	Discussion		Information	(Action
Type of contract/agreement	New Renewa	al/ext. OL	.ease	OAmendment/chang	e order	Other
City Clerks file (OPR or policy #)						
Master Plan Goal, Objective, Strategy			Mast	er Plan Priority Tier:		
(Click HERE for link to the adopted plan)			(pg. 17	71-175)		
Item title: (Use exact language noted on the agenda)				Park Board regarding the peration pursuant to OR		
Begin/end dates	Begins: 07/13/2023		Ends:		√ 06	5/01/2525
Background/history: In October 2022, the City of Spokane Park Board passed a resolution declaring an endorsement by the Park Board to City Council to amend Spokane Municipal Code (SMC) 12.06A.040 to a misdemeanor. This request originated from Spokane Police Department to the Park Board towards improving park safety. June 26, 2023, City Council passed Ordinance C36394 and requested the Park Board update park hours to reflect the hours listed in the ordinance, which differ from current park hours. A discussion at the July 11th, Parks Finance Committee meeting, prompted a resolution from the Park Board declining to change park hours of operation and asking the City Council to amend SMC 12.06A.040.J.4; to restore the park hours lawfully established by the Park Board pursuant to its charter authority.						
Motion wording: Move to approve a Resolution asking the established by the Park Board pursuant to			06A.0∠	10.J.4 to restore the par	k hours la	awfully
Approvals/signatures outside Parks:	O Yes	No				
If so, who/what department, agency or co				Dhana		
Name:	Email address:			Phone:		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jason Conley Grant Management Department/Name:						
Fiscal impact: C Expenditure	Revenue					
Amount: NA	Bud	dget code:				
Vendor:	New vendor					
Supporting documents:	O New Veridor					
Quotes/solicitation (RFP, RFQ, RFB)		W-9 (fo	or new	contractors/consultants/	vendors	
Contractor is on the City's A&E Roster - City of Spokane UBI: ACH Forms (for new contractors/consultants/vendo						

Spokane Park Board

RESOLUTION

- A Resolution of the Spokane Park Board regarding the City Council's request to update the Park hours of operation pursuant to ORD C36394.
- **WHEREAS**, pursuant to the City of Spokane Charter, Section 48, "[t]he park board shall have power . . . [t]o make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations . . .; and
- **WHEREAS**, based on the City's Charter and relevant Washington case law, City of Spokane Park Board has the sole authority to establish park rules and regulations and to provide for the enforcement of such rules and regulations; and
- **WHEREAS**, pursuant to park rules established by the Spokane Park Board and codified in SMC 12.06A.040J.4, most city parks are currently closed from 10:00pm to 6:00am, and Riverfront Park is closed from 12:00am to 6:00am; and
- **WHEREAS**, on Monday, June 26, 2023, the Spokane City Council considered ORD C36394, a revision to SMC 12.06A.040.J.4 that would increase the penalty for being in a city park after the hours of closure from a civil infraction to a misdemeanor; and
- **WHEREAS**, an amendment to ORD C36394 was offered which proposed to change the hours when parks are closed so that closure would be from 11 p.m. to 5 a.m., and midnight to 5 a.m. in Riverfront Park; and
- **WHEREAS,** the Council discussion of the amendment included recognition of the Park Board's sole authority to establish Park Rules as well as an acknowledgement of the procedural requirement to bring park rule changes before the Park Board for approval; and
- WHEREAS, Council members acknowledged that their action to adopt the amendment would take things out of order procedurally, and therefore added a final "whereas" to the prefatory recitals of ORD C36394, formally seeking the Park Board's agreement to this rule change ("WHEREAS, the Spokane City Council requests the Spokane Park Board update the park hours to reflect the hours listed in this ordinance"); and
- **WHEREAS,** The Council thereafter unanimously adopted the amendment and proceeded to a vote on the substantive ordinance, which narrowly passed by a vote of 4 to 3. (See ORD C36394, Exhibit A, attached.); and
- **WHEREAS**, the City has an important governmental interest in closing public parks at night and in setting a nighttime deadline when all activities must cease and members

of the community must leave, and which recognizes the responsibility of local government to promote the safety and protection of the public during times when parks are not patrolled and to ensure that community members in the surrounding neighborhoods are able to avail themselves of quiet enjoyment at times when most people go to sleep; and

WHEREAS, after much community input, the Spokane Parks Department previously adopted a ten-p.m. closure time for most city parks and a midnight closure time for Riverfront Park; and that these times were established to help facilitate the efficient management of city parks and to align with neighborhood concerns about activities that affect quiet enjoyment during late-night hours and enforcement of Spokane's Noise Ordinance; and

WHEREAS, the community has benefitted from the alignment of the current park hours of operation and the City's noise ordinance, which was intended to mitigate public disturbances caused by sound generated after ten p.m.; and which arise out of late-night park activity, adversely affecting residential neighborhoods where after-hours noise interrupts sleep and peace; and

WHEREAS, the Spokane City Council now asks the Spokane Park Board to consider a change in the hours of closure in order to address violent crime, including documented shootings which have been occurring in the parks overnight, with the enhanced penalty of a misdemeanor, but only during more limited hours; and

WHEREAS, changing the hours of closure would require the Parks Department to incur significant costs, including thousands of dollars in expenses not currently in the Parks budget; these include the replacement of over one thousand signs in parks throughout the city which could yield a cost tens of thousands of dollars; and

WHEREAS, a change in Park hours of operation will also require that the Parks Department incur costs associated with staff time to re-educate the public about the change as well as costs associated with payroll for the increased workloads of Park Rangers to patrol the extra hours and park maintenance staff to address trash and vandalism in city parks; and

WHEREAS, the Park Board must prioritize its budgeted projects and first consider the fiscal needs of Park operations, understanding that the Parks Department is already short on funds to accomplish all that it needs to and lacks adequate funding to accommodate this unsolicited change; and

WHEREAS, Section 48 of the Spokane City Charter gives the Park Board sole authority to make rules and regulations for the use of parks and to provide for the enforcement of such rules and regulations, thereby preempting City Council action on matters relating to the Park hours of operation; and

WHEREAS, SMC 04.11.010 reaffirms this authority, held exclusively by the Park Board, consistent with the charter and ordinances of Spokane, to adopt, promulgate and

enforce rules and regulations respecting the management, control and use of the parks; and

WHEREAS, the Park Board appreciates its partnership with the City Council and its mutual interest in public safety through the stewardship required of each entity in their respective roles; and hopes the City Council will respect and accept that the Park Board has a responsibility to maintain the current park hours of operation for the reasons previously stated;

NOW, THEREFORE, BE IT RESOLVED that the Spokane Park Board respectfully declines City Council's request to change the park hours of operation in City parks.

BE IT FURTHER RESOLVED that the Spokane Park Board respectfully asks the City Council to amend SMC 12.06A.040.J.4 to restore the park hours lawfully established by the Park Board pursuant to its charter authority.

Adopted by the Spokane Park Bo	pard this day of _	, 2023.
	Citv Clerk	

City Council Requests Action by the Spokane Park Board

Background

On Monday, June 26, 2023, the Spokane City Council considered ORD C36394, a revision to SMC 12.06A.040.J.4 that would increase the penalty for being in a city park after the hours of closure from a civil infraction to a misdemeanor. This was a long-anticipated code revision that had been discussed for well over a year.

In an attempt to compromise, Council Member Zappone offered an amendment to ORD C36394 to change the hours when parks are closed. Echoing concerns that the increased penalty might negatively impact innocent persons (such as late night joggers or early morning dog walkers), CM Zappone proposed that parks be closed from 11 p.m. to 5 a.m., and midnight to 5 a.m. in Riverfront Park. He noted that Captain Hendren's concerns were primarily focused on violence, which reportedly occurs during a more narrow timeframe, such as 11 p.m. to 5 a.m.

Earlier discussions by the Council had considered other amendments, including but not limited to requiring a warning before enforcement could occur and applying the misdemeanor penalty only to groups of five or more. Discussions also included adding a sunset clause or a creating a pilot program that would enact the misdemeanor penalty for six or twelve months. The Council also discussed running this as an emergency ordinance to enable enforcement to begin immediately and therefore allow police to enforce throughout the summer months as crime increases in city parks at night. Ultimately there were not enough votes to pass any of the above-mentioned previously proposed amendments or to run this as an emergency ordinance.

Significantly, Monday's discussion of the last-minute Zappone amendment included recognition of the Park Board's sole authority to establish Park Rules as well as an acknowledgement of the procedural requirement to bring park rule changes before the Park Board for approval. In this discussion, Council members appeared to acknowledge that their action to adopt the Zappone amendment would take things out of order procedurally, and they consequently added a final "whereas" to the prefatory recitals of ORD C36394, formally seeking the Park Board's agreement to this rule change ("WHEREAS, the Spokane City Council requests the Spokane Park Board update the park hours to reflect the hours listed in this ordinance;"). They indicated that the Park Board would be meeting again in July and could take up this request to update the park hours consistent with the amendment.

The Council thereafter unanimously adopted the Zappone amendment and proceeded to a vote on the substantive ordinance, which narrowly passed by a vote of 4 to 3. (See *ORD C36394*, Exhibit A, attached.) The language of ORD C36394, as amended and substituted, now reads as follows:

No person may be in a City park <u>or on park property</u> during the hours of closure without the express permission of the director of the parks department or his or her designee. ((All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.)) All City parks shall be closed from eleven p.m to five a.m, except Riverfront Park, which shall be closed from twelve a.m. to five a.m. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.

ORD C36394 is now in a posture to be signed by the Mayor and to go into effect thirty (30) days after it receives the Mayor's signature. This places the effective date sometime in early August, assuming the park Board agrees to update the park hours as requested.

Analysis

The Park Board's authority over park rules and regulations is not in question. The quagmire presented by this situation is perhaps one that has been created by procedural defect, and it raises the novel question of what must occur if the Park Board does not agree to update the Park hours of operation as requested by the City Council. Depending upon how that is answered, it may also present an opportunity for the ordinance to be further amended to reconcile any conflict that may exist between the Council's action and the decision of the Park Board.

The Park Board should confer and either communicate to the Council by Resolution its agreement to update the park hours consistent with the Council's request; or alternatively, the Park Board could decline to change the hours of operation in city parks. The Park Board could also offer some form of compromise to address the Council's concern while maintaining the current hours of operation.

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¹ Section 48 of the Spokane City Charter states: "The Park Board shall have power:... [t]o make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations[.] (Ordinance C28870 Section 1, effective date November 1987)." Additionally, SMC 04.11.010 provides: "The park board has authority, consistent with the charter and ordinances of Spokane, to adopt, promulgate and enforce rules and regulations respecting the management, control and use of all public squares and parks, park drives, parkways, boulevards, play and recreation grounds and facilities, including the fixing and collecting of fees, rents and charges."

EXHIBIT A

ORDINANCE NO. C36394

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

WHEREAS, there has been a significant increase in after-hour incidents in city parks, which incidents have frequently escalated into altercations, felony assaults, and shootings, and which incidents often involve the unlawful use of drugs; and

WHEREAS, the current punishment for violation of the park hours rules is a non-traffic civil infraction, and pursuant to RCW 7.80.060 a person who is unable or unwilling to reasonably identify himself or herself to an enforcement officer may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing a civil infraction; and

WHEREAS, elevating the penalty for unlawful presence in a city park after hours to a misdemeanor allows law enforcement officers to investigate, check for warrants and pat down for weapons, as is constitutionally authorized; and

WHEREAS, the City seeks to enhance the enforcement options for law enforcement personnel with respect to illegal and after-hour activity in city parks; and

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare; and

WHEREAS, the Spokane City Council requests the Spokane Park Board update the park hours to reflect the hours listed in this ordinance; and

NOW, **THEREFORE**, the City of Spokane does ordain:

Section 1. That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

- No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
- 2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
- 3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
- No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
- 5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

- 1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
- 2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or

- animal in any park, except by permission of the director of the parks department or his or her designee.
- 2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
- 3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
- 4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

- 1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
- 2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
- 3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
- 4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
- 5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

- Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
- 2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.

 For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

- 1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
 - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.
 - I. Events
- Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
- 2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

J. Other Uses of Parks and Park Property and Facilities

- 1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
- No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.

- Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
- 4. No person may be in a City park <u>or on park property</u> during the hours of closure without the express permission of the director of the parks department or his or her designee. ((All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.)) All City parks shall be closed from eleven p.m to five a.m. except Riverfront Park, which shall be closed from twelve a.m. to five a.m. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.
- 5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 2. The Spokane Police Department shall compile and submit to the City Council on an annual basis data that identifies the number of persons law enforcement officers arrest in connection with enforcement of the park trespass violation, including such factors as age, race, ethnicity, whether the person had additional charges, and whether they were released or booked into jail. Beyond the annual reporting requirement, the City Council may from time to time require the Spokane Police Department to provide updated reports.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date
	Effective Date

Spokane Park Board Briefing Paper



Committee	Finance	Committee meeting date:	July 11, 2023
Requester	Jonathan Moog	Phone number:	509-625-6243
Type of agenda item	Consent ODiscussion	n OInformation	Action
Type of contract/agreement	New Renewal/ext.	Lease OAmendment/chang	ge order
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy	Goal K, Objective 1	Master Plan Priority Tier:	Second Tier
(Click HERE for link to the adopted plan)		(pg. 171-175)	
Item title: (Use exact language noted on		pokane Investment Pool (SIP) L	_oan Resolution
the agenda)	(\$156,295 plus applicable taxe	is and loan lees)	
Begin/end dates	Begins:	Ends:	√ 06/01/2525
Background/history: Riverfront Park owns and operates Board approved purchase of a Zar Capital. At recommendation of Fin- to pursue the Spokane Investment requests City Council to approve frauthorizes Parks to place a tempo drawn in order to submit a purchas Requested funding includes Zamb Motion wording: Approve SIP Loan resolution and advance Acceptable investment as a static and services.	mboni 450 with the financinance Department, Parks at Pool (SIP) rather then prisunding from the SIP. Park erary encumbrance on the Isse order to Zamboni and resoni 450 with freight, and a see to Spokane City Council	ng option through NCL Go and Recreation Departmer vate financing. The attach Board approval of this res Park Reserve Fund until S etain Park's manufacturing	overnment out is requested shed resolution solution also SIP funds are g time slot.
Approvals/signatures outside Parks: If so, who/what department, agency or compared to the second se	Yes No	cil	
Name:	Email address: citycouncilmer		n:
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: Expenditure	Revenue		
Amount:	Budget code:		
\$39,354.88 Vendor:	New vendor		
Supporting documents:	П <u>,</u>	(for a second se	h and an
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	<u> </u>	(for new contractors/consultants/ Forms (for new contractors/consu	
UBI: Business license exp		ance Certificate (min. \$1 million in	

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution from Spokane Parks and Recreation Board of Directors, requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$156,295 plus applicable taxes and loan fees to purchase a Zamboni Ice Resurfacing Machine at the Numerica Ice Skating Ribbon in Riverfront Park.

WHEREAS, Spokane Parks and Recreation owns and operates the Numerica Ice Skating Ribbon open to the public; and

WHEREAS, the title sponsor of the Ice Skating Ribbon is Numerica Credit Union; and

WHEREAS, The Numerica Ice Skating Ribbon is an outdoor ice skating facility designed with changes in elevation and widths with more turns then an traditional ice rink; and

WHEREAS, Numerica Ice Skating Ribbon is open for 4 months from November through February for Ice Skating and plays an important part of downtown holiday activities. Revenue from operations is critical to ensuring the Ice ribbon can continue to remain open and recover its cost; and

WHEREAS, the condition of the ice surface is important for providing a safe skating experience and without proper conditioning the Numerica Ice Ribbon must close; and

WHEREAS, the ice surface is currently maintained by an Olympia brand ice resurfacing machine which was built in 2012 and designed for flat indoor surfaces; and

WHEREAS, the cost of corrective repairs for the Olympia is increasing annually and repairs during the skating season has caused the Ice Skating Ribbon to close resulting in average daily revenue loss of \$4,100 to \$10,500; and

WHEREAS, the Olympia is the only machine within City inventory able to maintain the ice and has no redundancy in event of breakage; and

WHEREAS, Unplanned closures decrease the customer confidence and tarnishes the reputation of the City and Numerica Credit Union as the title sponsor of the facility; and

WHEREAS, Park Board desires to improve quality of the ice surface and ensure sufficient redundancy is in place to avoid unplanned closures with a purchase of a new machine and retention of Olympia Ice resurfacing machine as a back-up; and

WHEREAS, in 2018 an ice skating facility consultant recommended alternative machines to better meet the maintenance needs of the Ice Ribbon design; and

WHEREAS, pursuant to section 07.06.175A of the Spokane Municipal Code, The City's goal is to ensure 100% of City owned or leased vessels, vehicles and construction equipment shall be fueled by electricity or biofuel by 2030; and

WHEREAS, The Zamboni 450 ice resurfacing machine is an all-electric unit capable of providing superior ice maintenance outdoors, adaptability to the Ice Skating Ribbon design, and recommended by the consultant; and

WHEREAS, the manufacturing lead time for the Zamboni 450 is approximately 14 months, expected to be delivered in Fall 2024; and

WHEREAS, Zamboni requires a purchase order from City to reserve a production slot with full payment due upon delivery of the new machine; and

WHEREAS, The Numerica Ice Skating Ribbon is revenue generating program and capable of repaying the SIP loan over the next 5-years of debt service; and

WHEREAS, Park Board is requesting a \$156,295 (plus applicable taxes and loan fees) SIP loan with funds available immediately upon City Council Approval, with an annual debt service payment of \$39,354.88 with payments beginning June 2024, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board request a loan from the Spokane Investment Pool in the amount of \$156,295 plus applicable taxes and loan fees, said loan would be repaid over a 5-year term from revenue generated from fees collected at the Numerica Skate Ribbon; and

IT IS FUTHER RESOLVED, Park Board shall authorize a temporary encumbrance from the Parks Recreation Fund for a Purchase Order required to retain the production slot with Zamboni with the understanding that encumbrance of the Parks and Recreation Fund will be released commensurate with draws made against the SIP loan.

Dated this day of July 2023.		
	Park Board President	
Attest:	Approved as to Form:	
City Clerk	Assistant City Attorney	





Numerica Skate Ribbon at Riverfront Spokane

ATTN:

Jason Conely Jonathan Moog Spokane City Parks & Recreation Phone: +1 (509)625-6211 Email: jkconley@spokanecity.org



PROPOSAL

"The principal product you have to sell is the ice itself."

- Frank J. Zamboni

Maintaining an ice surface presents a multitude of challenges. Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder's commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

MODEL 450 LITHIUM-ION:

Lithium-ion batteries power a proven and rugged workhorse for unbeatable electric-powered performance. Charge time is generally equivalent to work time. Plug in between resurfacings and you're back at work on the ice. Truly emission-free, the sealed battery package requires no maintenance. Microprocessor controlled smart chargers optimize cell balancing and charging for longer battery life. Our hydrostatic transmission and efficient accessory pump deliver full power to the augers, even while the machine slows for corners. A compact wheelbase enhances maneuverability and allows a tighter turning radius. The 400 Series defines ease of operation and is well-regarded for its strong work ethic.

INNOVATION:

Our commitment to constant innovation is an investment in the end product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent end result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing equipment facilitates savings of time and valuable resources.



QUALITY:

Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

VALUE:

Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

MACHINE SPECIFICATIONS:

Machine specifications are available online.

MANUFACTURER'S STATEMENT:

This machine is proudly designed and manufactured in Brantford, Ontario by Zamboni Company Ltd., a Canadian company.

WARRANTY:

Twenty Four (24) months or 2,000 hours, whichever comes first, parts replacement only. Mileage and travel time are not covered under warranty.

SAFETY STANDARDS:

This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements. In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at **www.zamboni.com** to view and download at any time.

FOR ADDITIONAL INFORMATION:

zamboni.com/machines/model-450

zamboni.com/options

Zamboni 450 Lithium-ion	\$ 126,800.00
Includes Lithium-ion Battery	
LED Headlights & Tail Light, Conditioner Poly Side Plate, Guide Wheel, Parking Brake	
3 Phase Charger	
ADDITIONAL EQUIPMENT:	
Automatic Snow Breaker	Included
Integrated Auger Washout System	Included
Back Up Alarm	Included
Board Brush	Included
Electronic Water Level Sight Gauge	Included
Galvanized Conditioner	Included
Stainless Steel Water Distribution Pipe	Included
Tire Wash System	Included
Wash Water System	Included
Snow Tank Light	Included
Heated Seat	Included
Blade Changing Assistant	Included
(1) ZAMBONI MODEL 450	\$ 126,800.00
OPTIONAL EQUIPMENT	\$ 24,495.00
TRANSPORTATION	\$ TBD
SUBTOTAL	\$ 151,295.00
SALES TAX (9%)	\$ 13,616.55
NET TOTAL	\$ 164,911.55

SOURCEWELL

MEMBER INFO: CITY, SPOKANE, WA ID# 33592

ZAMBONI: CONTRACT #120320-FZC

F.O.B:

Brantford, Ontario, Canada

TERMS:

Balance due upon start of manufacture.

Shipment late 2024, or sooner. Pricing firm for 30 days. Pricing does not include any applicable sales tax or freight.

onathan Morell

THANK YOU:

Monday, April 28, 2023

Jonathan Norell, Regional Sales Representative

Kendrick Equipment PO Box 28973 Bellingham, WA 98228 Date

PURCHASE REQUISITION



PURCHASE REQUISITION

DATE: 13-Jun-23

 $\mathbf{APPROVED}\,\mathscr{J}\!\!\mathscr{M}$

0 - 0 - 0 - 0								
Division:	Riverfr	ont Park	_Ship To:	Riverfront Park				
Requester:	Jonath	aan Moog	Attn:	Jonathan Moog				
Acct. #:			_					
			_					
P.O. #:			_					
Name:	Kendri	ck Equipment (USA) LLC	_Contact	Person:		Lori Mackinto	sh	
Address:	Unit B	, 19214-94th Avenue	_Phone #:	604-940-9921				
Cit y :	Surrey		_State:	Lori@kendrickequipm BC Zip:			V4I	N 4E3
OLI A NITITY	LINUT	DECODITION	NAT.		Ī.,,,	rm coom		TOTAL
QUANTITY 1	UNIT ea	DESCRIPTIC Zamboni Model 450)IN		 	126,800.00	\$	TOTAL 126,800.00
1	ea	Optional Equipment			\$	24,495.00	\$	24,495.00
1	ea	Freight/Transportation			\$	5,000.00	\$	5,000.00
						·		·
		See attached Proposal						
		Sourcewell Contract #120320						
					-			
		•				TOTAL:		\$156,295.00
						TAX:	\$	13,616.55
						GRAND TOTAL	\$	169,911.55

Spokane Investment Pool Loan

Parks - Zamboni Purchase

(Purchase price includes underwriting & legal issuance costs)

Bond Debt Service City of Spokane SIP Loan - \$172,911.55; 4.47% @ 5yr Parks - Zamboni Purchase

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
6/1/2024	15,812.87	3,864.57	19,677.44	
12/1/2024	15,812.87	3,864.57	19,677.44	
12/31/2024				39,354.88
6/1/2025	16,519.71	3,157.73	19,677.44	
12/1/2025	16,519.70	3,157.74	19,677.44	
12/31/2025				39,354.88
6/1/2026	17,258.14	2,419.30	19,677.44	
12/1/2026	17,258.13	2,419.31	19,677.44	
12/31/2026				39,354.88
6/1/2027	18,029.58	1,647.86	19,677.44	
12/1/2027	18,029.57	1,647.87	19,677.44	
12/31/2027				39,354.88
6/1/2028	18,835.49	841.95	19,677.44	
12/1/2028	18,835.49	841.95	19,677.44	
12/31/2028				39,354.88
Total	172,911.55	23,862.85	196,774.40	

Spokane Park Board Briefing Paper



Committee	Finance	Cor	nmittee meeting date : J	uly 11, 2023
Requester	Rich Lentz		Phone number:5	09-625-6544
Type of agenda item	Oconsent (Discussion	Information	Action
Type of contract/agreement	New Renev	val/ext. OLeas	se OAmendment/chang	e order Other
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Budget priorities cogoals A through M		aster Plan Priority Tier: g. 171-175)	1st and 2nd Tier
Item title: (Use exact language noted on the agenda)	2024 Budget Cale	ndar and Budget	t Priorities	
Begin/end dates	Begins: 05/01/202	3 En	ds: 12/31/2024	06/01/2525
Background/history: The proposed timeline for the 2024 May and June Park Board meeting budget priorities were formally prescalendar is to provide awareness to budgets, while the goal of the budgalignment with the goals of the Par Plan.	is. The documer sented at the Jui o ensure all com get priorities is to	ntation lining on the Finance Co mittees have the ensure the fo	out the timeline along wo committee. The goal of a dequate time to prep ocused efforts for 2024	vith the division the budget are their 2024 are in
Motion wording: Approve the 2024 Budget Calendar and E	Budget Priorities as	presented.		
Approvals/signatures outside Parks:	O Yes	No		
If so, who/what department, agency or co				
Name:	Email address:		Phone:	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Rich Lentz - Parks Budget/Fin Grant Management Department/Name:	ance Director			
Fiscal impact: Expenditure Amount:	Revenue Bu	udget code:		
Vendor: Existing vendor	New vendor			
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp		ACH Form	new contractors/consultants/ ns (for new contractors/consu Certificate (min. \$1 million in	ltants/vendors

Parks and Recreation 2024 Budget Priorities



2024 Budget Assumptions:

- Approximate General Fund growth of 8%.
- Salaries and wages, benefits, services, and charges will increase (5%-10%).
- Review fund balance for one-time capital investments.
- Continue the core service budgeting model.
- Balance growing staffing costs (temporary/full-time) with programming and operational priorities.
- Continued investments in capital improvements that add efficiencies, access, and value across our community.
- Continued investments in partnerships and collaborations with local businesses, organizations, volunteers, sponsors, and donors.

Administration:

- Review all vacancies. Prioritize those we desire to fill and eliminate from the budget, any vacant position that no longer aligns with strategic goals.
- No new creation of new positions in the Park Fund unless the creation has a net zero impact on the budget.
- Continue Fleet Pilot program, replacing expensive to maintain fleet with lease vehicles.
- Continue to fund computer replacement, as many staff computers are over 5 years old.
- Budget emphasis on park facility safety initiatives.
- Master Plan Implementation funding---earmark funding needed for an election ballot and supportive materials.
- Expo+50 support funding to maximize opportunities for this one-time event season.

Marketing/Communications:

- Robust outreach for neighborhood park investment package & projects
- Deeper community awareness of Parks & Recreation offerings, per the Master Plan findings
- Support of the priorities of Recreation, Riverfront, Golf, Urban Forestry, Park Operations, & Park Planning
- Support of Expo 50th celebration

Golf:

- Increase operating budget line items, strategically, to combat the inflationary cost in:
 - o \$1/hour increase in temp seasonal labor cost
 - o Fertilizers, chemicals, and fuel usage
 - o Sand and seed
 - o General repairs/parts/maintenance accounts
- Budgeting for increased cost in Pro Shop/Restaurant building maintenance

Budgeting for contractual tree removals/maintenance

Operations:

- Creating Our Future
 - Establish permanent/part-time positions to replace key seasonal positions using existing seasonal funding to include the following work areas:
 - Grounds Caretakers (overall system, athletic fields, trails, custodial, natural lands/trails)
- Expanding Our Community
 - Continue staff-led irrigation install team with additional projects focused on need and age of system.
 - o Filling any gaps in service.
 - Expand funding for Natural Resources including undeveloped properties and soft trails.
- Protecting Our Assets:
 - o Continue to evaluate areas of responsibility and structure for the gardening team.
 - Fund increased ranger presence in outer parks.
 - o Combining areas of service that can benefit from one another.

Riverfront:

- Cost recovery: Improve cost recovery by completing Pavilion naming rights sponsorship project, increasing events and sponsorship revenue over previous year, seeking a food service provider at the SkyRibbon Café, adjusting fees and charges for inflation and prioritizing expenditures.
- 50th Celebration of Expo: Plan, collaborate and facilitate with EXPO planning committees and community partners to host multiple Expo related events and activities, and activating a community stage to showcase cultural, musical, and artistic performances.
- Continuity of SkyRide Operations: Improve continuity of operations through reduction of overtime, facilitating the long-term maintenance plan provide by Doppelmayr, establishing consistent operating schedules and ensuring appropriate technical support is scheduled.
- Emphasize Park safety: Continue efforts to deter vandalism and negative activity by increasing response rate to vandalism, making minor infrastructure improvements, increasing Ranger presence during the summer, and enhancing surveillance system.
- Program Improvement and Reliability: Continue to improve existing programs and services by replacing aging Ice resurfacer with more reliable unit, streamlining event beverage sale program, expanding Wifi to Central Promenade, developing training programs and activating City Works workorder software.
- Support Park Partners: Collaborate with Friends of Riverfront Park to mutually advance goals, support event booths, promote and communicate Volunteerism, and assist Spokane Humane Society and Parks Foundation to fundraise for the future Paw Park.
- Park Beatification: Improve the appearance of the park specifically targeting areas not addressed by the redevelopment project.

Marketing: Enhance and establish additional marketing and promotional opportunities that
drive attraction sales, event attendance, expand sponsorship inventory, and leverage on-site
partner promotional opportunities.

Recreation:

- Continuing to create a succession strategy in the Recreation Division so our community doesn't
 feel the impacts of a drop or halt in the level of service if a highly skilled Recreation Supervisor
 retires or moved on to a new opportunity.
 - Creating a chain of upward mobility opportunities increases morale and productivity and it also creates entry level opportunity's creating equity for young graduates with fresh
 - o Position to assist with Aquatics/Adult Volleyball and Therapeutic Recreation
 - Aquatics Maintenance person dedicated to keeping our 6 aquatics facilities functioning and in the best condition will save us financially and operationally
- Expanding our Inclusion and Adaptive Programing to all areas of Recreation
 - With the addition of a dedicated staff person working with staff and community members to ensure successful recreation participation for all ability levels.
- Addressing Deferred Maintenance needs-
 - Corbin Art Center has several areas that are also in desperate need of attention: the veranda, painting, rain gutter replacement, and refinishing of the interior hard wood floors.
- Adopting and administering a Recreation Program Cost Recovery Policy
 - o Utilizing this policy as a consistent structure to calculate fees for recreation programs.
- Temp seasonal evaluation and right sizing



2024 Tentative Budget Calendar

	March - April: Capital budget entry round one.
	May - June : Operations budget entry round one from department heads and capital entry round two if needed. Presentation of Budget Priorities to June Finance Committee.
_	August : Operating budget round two and preliminary budget presentation to Park Board Committees. Committee members will have the month of August to review and ask questions.
_	September : Individual Committees present their recommendations to the Finance Committee and the Parks and Recreation recommended budget is presented at the September Park Board meeting.
	October : The Finance Committee recommends a final 2024 budget to the Park Board for approval at the October Park Board meeting. Mayor presents preliminary budget to City Council.
_	November: Mayor's proposed budget is released.
	December : Operating budget approved by City Council.

Spokane Park Board Briefing Paper



Committee	Bylaws	(Comm	ittee meeting date: Ju	ly 6, 202	23
Requester	Sarah Deatrich			Phone number: 50	9-625-6	241
Type of agenda item	Consent	Discussion		○ Information		Action
Type of contract/agreement	New Rer	newal/ext. OL	.ease	• Amendment/change	order	Other
City Clerks file (OPR or policy #)	CPR 1981-0401					
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)			Maste (pg. 17	er Plan Priority Tier: 1-175)		
Item title: (Use exact language noted on the agenda)	Park Board Byla	aws amendment	t propo	sal - 1st reading		
Begin/end dates	Begins:		Ends:		√ 06,	/01/2525
Background/history: The Park Board last amended/add Park Board members and staff hav potentially better guide the board's section outlining open forum condu meeting, the board will have the op August 10 Park Board meeting.	ve identified se structure and uct. Following	ections which procedures. the first readi	could This p ng scl	be changed and up proposed change wo heduled for the July	dated t uld add 13 Parl	to d a k Board
Motion wording: Move to adopt the amended Park Board	Bylaws as preser	nted.				
Approvals/signatures outside Parks:	O Yes	No				
If so, who/what department, agency or co	•			Dhana		
Name:	Email address	:		Phone:		
Distribution: Parks – Accounting		banderso	on@sp	okanecity.org		
Parks – Accounting Parks – Sarah Deatrich						
Requester: Sarah Deatrich						
Grant Management Department/Name:						
Fiscal impact: Expenditure Amount: N/A	Revenue	Budget code:				
Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB)	New vendo		or new	contractors/consultants/ve	endors	
Contractor is on the City's A&E Roster - C	•	ACH F	orms (fo	or new contractors/consult	ants/ven	
UBI: Business license exp	iration date:	Insura	nce Cer	tificate (min. \$1 million in 0	General L	.iability)

BYLAWS

OF

THE PARK BOARD

of the

City of Spokane, Washington

Reference: City Charter Article V, Section 44, Park Board Organization - "-"The Park Board shall have the power to make Bylaws and Rules for the conduct of business."."

We, the members of the Park Board of the City of Spokane, State of Washington, do hereby publish and declare the following Bylaws of the Board:

Section 1 Section 1. Definitions.

- 1. The City of Spokane Park Board: "-shall consist of ten electors of the City of Spokane, who shall be appointed by the council, and one member of the council to be designated by the council." (City of Spokane Charter §41).
- Park Board Member: A person who has been nominated by the Mayor and appointed by the City Council.
- 3. Financial Report: An annual report of all receipts and expenditures, and of all other business transacted by the Park Board. This report shall be furnished to the City Council. (City of Spokane Charter §45)

<u>Section 2.</u> Regular Meetings.

- 1. The regular meetings of the Park Board shall be held at 3:30 p.m. on the second Thursday of each month in the City Council Chambers in City Hall and shall be conducted generally following Robert's Rules of Order.
- Except for executive sessions, all Park Board meetings are open to the public. Meetings may
 be canceled or rescheduled by the President or by majority vote of the Board. If a regular
 meeting is to be canceled or rescheduled, it shall be given pursuant to the Open Public
 Meetings Act (RCW Ch. 42.30).
- The public may address the Park Board during scheduled meetings. The President may
 prescribe, on a case-by-case basis, procedures for public testimony as necessary to maintain
 order.

<u>Section 3.</u> Special Meetings.

- Special meetings may be called, canceled or rescheduled by the President whenever deemed
 necessary and/or shall be called whenever three Park Board members shall request the same
 in writing. Any measure adopted by six affirmative votes at a special meeting shall have the
 same effect as if adopted at a regular meeting. Special meetings are open to the public.
- 2. The date, hour and place of the special meetings shall be set by the President; notice of special meetings shall be given consistent with the Open Public Meetings Act (RCW Ch. 42.30). If a special meeting is to be canceled, notice should be given by posting on the door of the place where the special meeting was scheduled to have been held and on the City website where meeting notices are regularly posted.

<u>Section 4.</u> Annual Meetings.

1. 1. The annual meeting shall be held at the regular February meeting of the Park Board.

Section 5 Section 5. Quorum and Voting of Park Board.

- Six members shall constitute a quorum for conducting business for the Park Board. In case
 there is no quorum present on a day set for a regular, continued or special meeting, the Park
 Board members present may adjourn until a quorum is obtained or may adjourn said meeting
 specifying the time and place to which the meeting matter will be continued.
- 2. Six affirmative votes shall be necessary to adopt any measure in a regular, continued or special meeting.
- 3. Voting shall be by voice unless a show of hands is called for by any Board Member. Minutes shall record the number of yeas and nays, and the names of any members abstaining. Any member may ask that their vote be recorded by name. Any member may ask that votes be recorded by name. Any member may recuse themselves or abstain from voting after stating the basis for abstention or recusal. Such basis shall be placed on the record.

CONDUCT OF BUSINESS

1. However a Business to be transacted at any regular or special meeting shall be scheduled by the Secretary or designee subjected to order of the President. The Secretary or designee shall prepare, transmit to Park Board members, release to news media, and give official notice of business to be considered in the normal administration of business at the Park Board meetings, provided the consideration of all or any one item of business shall be subjected to cancellation or rescheduling to another meeting of the Park Board by order of the President or by the Park Board.

<u>Section 7.</u> Chairing Meetings.

1. ____Meetings shall be called to order by the President, or in the President's absence, by the Vice President, or in the anticipated absence of both, the President or the Park Board shall designate a member of the Park Board to preside. In the event a person to preside has not been named, the Secretary shall call the meeting to order and the Park Board members present may, by general consent, select a President pro-tem. Meetings may be adjourned by majority vote of the Park Board members present or by order of the President if there are no objections from Board members.

Section 8 Section 8. Minutes.

- 1. The Secretary or designee shall prepare official minutes of the meetings containing the actions of the Park Board as a substantive account of proceedings. A record of the Park Board members present and absent shall be entered in the minutes of the meeting. Minutes shall be signed by the Secretary and placed on public record. Minutes may be approved by the Park Board without reading at Park Board meetings unless such reading is requested by a member of the Park Board. Correction of typographical errors in signed minutes may be made by the Secretary. Correction of substantive records in signed minutes may be made by majority vote of the Park Board.
- 2. All regular meetings and special meetings of the Park Board may be recorded, provided such shall not be deemed the official minutes and the absence of such recording due to mechanical failure or other cause shall not invalidate the actions taken at such meetings. Remarks and other volunteer statements from the public, present but not recognized by the Chair and which may have been recorded, will not be considered as part of the transcript. Any interested party may listen to a recording or read written minutes on file pursuant to the Washington State

Public Records Act (RCW Ch. 42.56). Recordings will not normally be transcribed except by order of the Park Board or the Director of Parks and Recreation.

<u>Section 9.</u> Order of Business.

1. 4.—At a regular meeting, the order of business shall be as follows unless otherwise ordered by the President or as amended by the majority vote of the Park Board:

AGENDA

- (1) Roll Call
- (2) Additions or Deletions to the Agenda
- (3) Public Comments
- (3)(4) Consent Agenda
- (4)(5) Special Guests
- (5)(6) Financial Report and Budget Update
- (6)(7) Special Discussion/Action Items
- (7)(8) Committee Reports Action Items
 - Golf
 - Land
 - Recreation
 - Riverfront Park
 - Finance
 - Urban Forestry Tree
 - Bylaws
 - Development and Volunteer

(8)(9) Reports

- Park Board President
- Liaisons
- Director

(9)(10)Correspondence

(10)(1)Public Comments

(11) Adjournment

- (12) 12. Next Committee meeting dates
- (13) 13.—Next Park Board meeting dates
- 2. 2.—A consent agenda is presented by the Park Board President at the beginning of the Park Board meeting. Items may be moved from the consent agenda on the request of any one Park Board member. Items not moved may be adopted by general consent without debate. A Park Board member may also ask that a consent agenda item be voted on separately as part of the consent agenda. This will enable a member to abstain, recuse themselves or vote no on an item without affecting their vote on the remaining consent agenda item(s). Moved consent items may be taken up either immediately after the consent agenda or placed on the regular meeting agenda under the appropriate Park Board committee report. Consent agenda items must be distributed, as part of the regular Park Board meeting agenda, no later than 48 hours prior to the regular Park Board meeting and pursuant to the Open Public Meetings Act (RCW Ch. 42.30), and no items may be added to the consent agenda within 48 hours of the Park Board meeting.
- 3. Section 10. Each speaker providing public comment shall be limited to no more than two minutes, unless the President elects to extend the time allotted to a speaker. All public comments provided during the Public Comments period shall be related to items on the agenda for that meeting; any public comments not related to items on the agenda for that meeting must be submitted to the Park Board via email or mail.
- 4. The President may elect to accept public comments related to a specific action item following any presentations by staff and during the Park Board's discussion of such action item, instead of during the initial Public Comments period.

Section 10 Executive Sessions.

1. <u>1.</u> Executive sessions may be held as allowed by the Open Public Meetings Act (RCW Ch. 42.30). No action or minutes shall be taken in executive sessions. Executive sessions may be held at any time during a regular or special meeting.

OFFICERS AND COMMITTEES

Section 11 Section 11. Officers.

- 1. At its regular February meeting of each year, the Park Board shall elect a President and Vice President from its members, but in case of failure to elect at the time specified, the election shall take place at a subsequent meeting without delay, and the President and Vice President shall continue to serve until replaced by election of the Board. The Director of Parks and Recreation shall be the Secretary of the Park Board unless another person is elected by the Park Board.
- 2. The President and Vice President shall hold their respective offices until the first regular meeting in February of the next year after election, and/or until their successors are elected.
- 3. The President, Vice President and Secretary shall perform the duties prescribed by law, these rules, and such other duties as the Park Board may prescribe.
- 4. In the event of the vacancy in the office of President, Vice President or Secretary, the Park Board shall select an interim President, Vice President or Secretary to serve until the next regular election.

Section 12 Section 12. Nominations.

1. —At the regular meeting in January, the President shall appoint an ad hoc committee of four (4) other Park Board members to serve as the Nomination Committee to recommend nominees for the office of Park Board President, Vice President and Secretary. In making such nominations, the Committee shall take into consideration, among other matters, the length of service on the Park Board of the member being considered for election to an office. No voting member of the Park Board shall serve more than two consecutive terms in any office of the Park Board unless said member receives the unanimous consent of the entire membership of the Park Board.

Section 13 Section 13. Duties of the President.

The duties and powers of the President shall be as follows:

- 1. To perform duties prescribed by law and all duties properly mandated by such office, and such other duties as the Park Board may prescribe.
- 2. To preside over the meetings of the Park Board.
- 3. To call special meetings and executive sessions of the Park Board within the limits of state law.
- 4. To set the agenda and change the order of business.
- 5. To set the place, date and time of special meetings, pursuant to the Open Public Meeting Act (RCW Ch. 42.30).
- 6. To vote on any matter that may come before the Park Board for consideration with the exception of a request for abstention or recusal.

- 7. To prepare and sign all official recommendations or documents duly adopted by the Park Board.
- 8. Sometimes. To assign members of the Park Board to standing committees before March 15 of each year with the advice and consent of the Park Board. The President shall name one member of each committee as the Chair of that committee. These new Chair assignments will begin no later than the April committee meetings. Ad hoc committees of the Park Board will be appointed, as needed, by the President with the advice and consent of the Park Board.
- 9. 9.—To rule on procedure where no direct rule had been adopted by the Park Board. In so doing, the President shall be guided by Robert's Rules of Order.
- 11. 41. To assign members of the Park Board to an ad hoc Park Board Nomination Committee which shall recommend a minimum of two (2) Park Board candidates per vacancy to the Mayor for City Council appointment.
- 12. 12. To have the same rights and privileges as all other Park Board members.
- 13. 13. To send a letter of interest to the Mayor for all Park Board members seeking reappointment.

Section 14 Section 14. Duties of the Vice President.

The duties and powers of the Vice President shall be as follows:

The Vice President shall act in the absence of the President at any meeting, and when the
President is unavailable, all duties of the office of President or as a member or any committee of
which the President may be a member, shall temporarily fall upon the Vice President.

<u>Section 15.</u> Duties of the Secretary.

The duties of the Secretary shall be as follows:

- 1. The Secretary shall perform the duties required by law and all duties properly mandated by such office.
- The Secretary shall attend meetings of the Park Board and meetings of its committee, where requested.
- 3. The Secretary shall keep a true and accurate record in substance of the proceedings of the Park Board, and shall have charge and custodian of all the Park Board books, documents, records,

- minutes and papers.
- 4. The Secretary shall handle correspondence of the Park Board, including responses to inquiries and provide correspondence copies to all Park Board members.
- 5. The Secretary shall prepare agendas and schedule business on all Park Board meetings, with the approval of the Park Board President, and transmit a tentative notice of business to Park Board members in advance of the meeting, and provide legal notice of public hearings as required by law.
- 6. The Secretary may delegate these duties as appropriate and necessary for their accomplishment.

<u>Section 16.</u> Standing Committees.

- 1. The standing committees of the Park Board shall be:
 - Finance
 - Land
 - Recreation
 - Golf
 - Riverfront Park
 - Urban Forestry Tree
 - Bylaws
 - Joint Arts
 - Development and Volunteer
- Unless otherwise ordered by the Park Board, all standing committees shall consist of a minimum
 of three (3) Park Board members, except the Urban Forestry Tree Committee which shall consist
 of two (2) Park Board members and three (3) citizens pursuant to Spokane Municipal Code (SMC
 04.28.030).
- 3. A simple majority of the committee shall constitute a quorum for conducting business for a Park Board standing committee. In case there is no quorum present on a day set for a regular, continued or special meeting, the committee members present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time and place to which the meeting matter will be continued.
- 4. If a Park Board member plans to attend a committee meeting as a guest, they must notify the Parks Director, or designated staff, no less than 48-hours prior to the committee meeting.
- 5. The Board may reclassify, add to, or change the number of standing committees by adopting changes to the Park Board Bylaws.

- 6. The Board President may appoint ad hoc committees for specific purposes and length of time.
- 7. Committees should be transmitted a notice of tentative business 48 hours prior to the time of said Committee meeting.
- 8. The agenda of a regular meeting may contain business not on the advance notice, consistent with the Open Public Meetings Act (RCW Ch. 42.30). Special meetings may only contain matters noted in the final agenda notice consistent with the Open Public Meetings Act (RCW Ch. 42.30).
- 9. Upon agreement of the majority of the committee members present, any matter listed on the advance notice for a regular committee meeting may be submitted for a vote by that committee, whether or not designated as an action item on the advance notice.

Section 17 Section 17. Duties of Committees.

- 1. Committees are advisory to the Park Board and shall serve the Park Board acting as fact finders to provide information and make recommendation to the Park Board. Recommendations to the Park Board will be submitted by a majority of committee members present at the committee meeting. Votes or other actions taken by committees shall not be deemed as official actions of the Park Board but rather as recommendations to the Park Board. Only members appointed to a committee or an alternate substituting for a committee member may vote at any committee meeting. Any Park Board member attending the committee meeting may be designated by the Chair as an alternate for an absent committee member. Any Park Board member who attends a Park Board committee and is not a member or has not been appointed as an alternate may participate in meeting discussions.
- 2. Committees shall have the authority to task the Director of Parks and Recreation to provide information upon a majority vote of committee members present.
- 3. The Chair of each committee shall consult with the Director of Parks and Recreation, or the designee, to establish the agenda of the meetings, which shall include unfinished business items.
- 4. In the event the Committee Chair is not present at a meeting, the committee, by consensus, shall select a Chair pro tem.
- 5. Committee Chairs may allow public participation in matters coming before the committee as time permits.
- 6. Committee Chairs, or their designees, shall present committee information and recommendations at the regular monthly Park Board meeting.
- 7. Committee Chairs can make, second and vote on motions brought before the Committee, and shall have the same rights and privileges as all other Committee members.

8. All monthly Committee meetings will take place before the corresponding monthly meeting of the full Park Board.

Section 18 Section 18. Administration.

- 1. The administration of the Spokane Parks and Recreation Division is the responsibility of the Director of Parks and Recreation.
- 2. The Director of Parks and Recreation will assign lead staff to support each committee.

Section 19 Section 19. Functions of the Director of Parks and Recreation.

- 1. The Director of Parks and Recreation, or a designee, is the chief executive officer of the Park Board. The director is also an employee under the direct supervision of the Mayor.
- 2. The Director of Parks and Recreation is responsible for carrying out all policies or rules and regulations established by the Park Board.
- 3. All individuals employed in the Parks and Recreation Division report directly to, and are responsible to, the Director of Parks and Recreation.
- 4. The Director of Parks and Recreation shall make such rules, develop an administrative organization, and give such instructions to Parks and Recreation Division employees as may be necessary to make policies of the Park Board effective. The Director of Parks and Recreation may delegate authority for actions to subordinates.
- 5. The Director of Parks and Recreation should be present at all meetings of the Park Board, except when matters pertaining to the Director's employment are being considered or when requested by the Park Board President not to be present.
- 6. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a budget for the ensuing fiscal year, for Park Board approval. The Director shall develop the Parks and Recreation Division budget working with the Park Board Finance Committee.
- 7. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a monthly and an annual report on the operation of the Park and Recreation Division, and additional information as requested by the President or by consensus of the Park Board.
- 8. The Director of Parks and Recreation shall keep a continuous inventory of all property, furniture, material and supplies of the Park and Recreation Division.
- 9. The Director of Parks and Recreation shall draw all requisitions against the budget of the City Parks and Recreation Division, handle funds of the Park Board, and shall keep proper record of

expenditures and funds available.

10. As the Park Board's professional advisor, the Director of Parks and Recreation is expected to keep

abreast of technical advances, and Park and Recreation techniques, to participate in professional

Parks and Recreation organizations, and to attend conventions and meetings of said organizations

as approved by the Park Board.

11. The Director shall provide a Parks and Recreation Division orientation for new Park Board

members, and new members shall read and sign the Duties and Responsibilities form, attached to

these Bylaws.

<u>Section 20.</u> Employment of Park Director.

1. L. Employment of the Park Director shall be in accordance with City Charter Article IV

Administration of City Affairs, §24, ¶1.

<u>Section 21.</u> Adoption and Amendment of the Bylaws.

1. Proposed changes to the Bylaws will be presented in writing for reading and discussion at a Park

Board meeting. At any time a Park Board member may submit a written proposal to the Park Board

or Bylaws Committee to amend these Bylaws. The proposal shall be reviewed and discussed at the

next scheduled Bylaws Committee meeting. Unless it is deemed by the Park Board that immediate

action would be in the best interest of the Park Board, the final vote for adoption shall take place

no earlier than the next succeeding regular or special Park Board meeting.

2. If immediate action on a proposed Bylaw is necessary, the motion for its adoption shall provide

that immediate adoption is in the best interest of the Park Board. No further action is required. All

new or amended Bylaws shall become effective upon adoption unless a specific effective date is

provided in the motion for adoption.

3. Bylaws, as adopted or amended, shall be made a part of the minutes of the meeting at which action

was taken.

4. These Bylaws may be temporarily suspended or amended by a majority of the Park Board vote at

any regular Park Board meeting.

Section 22. [Adoption- and signature page follows]

11

held this	day of	, 20212023, and all previous Bylaws are here
declared void	and repealed.	
Spokane Park	Board	
Spokane i ark		
•	:	
•	<u>;</u>	
By: Name: Bob A	<u>;</u>	

Attachment that is part of the Bylaws:

 $Exhibit \ A-Spokane \ Park \ Board \ Member \ Duties \ and \ Responsibilities$

SPOKANE PARK BOARD MEMBER DUTIES AND RESPONSIBILITIES FORM

Congratulations on your nomination to the Spokane Park Board. We hope you find your term on the Board rewarding. The Park Board is one of the most demanding and fulfilling board appointments in the City of Spokane. For this reason, we ask that you review and acknowledge the following "Member Duties and Responsibilities." Knowing these duties and responsibilities will ensure that you are aware of your commitments to the Board and the expectations associated with your membership on the Spokane Park Board.

- A. <u>The Spokane City Charter</u>: Your appointment to the Park Board is pursuant to Article V of the Spokane City Charter. In accepting your appointment, you are presumed to have read Article V in its entirety and learned from it the scope of the Board's responsibilities. While not exhaustive, the following highlights some of the key provisions of the Charter relating to the Board's responsibilities:
 - Complete control over expenditures from the Spokane Park Fund and expenditures from related park funds, such as the Golf Fund and Urban Forestry Fund: Typically this means an overall annual operating budget in excess of \$20 million, plus additional expenditures related to capital bond projects. The scope of this budget alone demands that members devote considerable time outside the regular meetings and committee meetings, so as to stay informed of Board activities.
 - The formulation and adoption of rules and regulations relating to Spokane Parks and Recreation facilities: By Charter the Park Board establishes policies and rules relating to park facilities, such as the Tobacco-Free Zones, sets pricing and fees for a variety of park facilities, etc.
 - Regular attendance at the required monthly and special meetings of the Spokane Board: Each Board member is expected to attend regular and special meetings of the Board, unless excused in advance by the President. The Spokane Park Board is scheduled for the second Thursday of each month at 3:30 p.m. unless otherwise posted. As a matter of practice, any absence is deemed excused so long as the President or Secretary is alerted in advance to your absence. There is no recent memory of a Board member being formally admonished for unexcused absenteeism, but it should be understood that continual absences may prompt the President to declare your absences unexcused, and three unexcused absences constitute grounds for removal from the Board.

B. <u>Park Board Bylaws</u>: By Charter the Board is authorized to adopt bylaws relating to governance of the Board and its committees. The Bylaws were last revised and adopted October 2019, and are included in this Park Board Toolkit. By signing this form you acknowledge that you have read the Bylaws and understand them. A brief overview of these rules follows:

- There are nine Standing Committees of the Park Board. With Board consent, the President annually assigns Board members to committees and designates the chairs of those committees. Board members typically are assigned to at least three committees, and often serve as chair of at least one of those committees. Committees meet once per month, typically one to two weeks before the regular Park Board meeting. Depending on a given agenda item for the committee, Board members can expect to spend as much as one hour or more reviewing materials related to committee meetings and up to two hours at the committee meeting. Average monthly time commitment, excluding special Park Board meetings, ad hoc committees and special events, is 11-12 hours.
- C. <u>Additional Board member responsibilities include Member Responsibilities: Board Members are</u> additionally responsible for the following duties:
 - New board members participate in an orientation provided by the director of Parks and Recreation, and the Board President. This is about a two-hour, one-time only meeting.
 - Board members are called upon to attend additional special Parks and Recreation special events. A
 special event might include a site visit, a dedication event, public meetings, etc. These events are
 typically one hour long and will occur about two to three times a year.

<u>Acknowledgement</u>: As <u>Respectrespect</u> to the Spokane Park Board, as a member of the Spokane Park Board, I acknowledge <u>that</u>:

- ___I have read and understand the Member of the Board duties and responsibilities;
- I am responsible, collectively and with my fellow Board members, for ensuring effective governance, stewardship and strategic direction of the Spokane Parks and Recreation, and the Spokane Park Board;
- —I understand and accept the time commitment involved as a Board member of the Spokane Park Board;
- **__**I generally accept the duties and responsibilities of a Boardmember;
- In signing this document, I understand that no rigid standards of measurement and achievement are being formed.

Signature

Printed Name		•
Date Signed:	<u></u> :	
Dates of Term:		

Form Updated: April 2021

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BYLAWS

OF

THE PARK BOARD

City of Spokane, Washington

Reference: City Charter Article V, Section 44, Park Board Organization - "The Park Board shall have the power to make Bylaws and Rules for the conduct of business."

We, the members of the Park Board of the City of Spokane, State of Washington, do hereby publish and declare the following Bylaws of the Board:

Section 1 Definitions.

- 1. The City of Spokane Park Board: "shall consist of ten electors of the City of Spokane, who shall be appointed by the council, and one member of the council to be designated by the council." (City of Spokane Charter §41).
- 2. Park Board Member: A person who has been nominated by the Mayor and appointed by the City Council.
- 3. Financial Report: An annual report of all receipts and expenditures, and of all other business transacted by the Park Board. This report shall be furnished to the City Council. (City of Spokane Charter §45)

Section 2 Regular Meetings.

- 1. The regular meetings of the Park Board shall be held at 3:30 p.m. on the second Thursday of each month in the City Council Chambers in City Hall and shall be conducted generally following Robert's Rules of Order.
- 2. Except for executive sessions, all Park Board meetings are open to the public. Meetings may be canceled or rescheduled by the President or by majority vote of the Board. If a regular meeting is to be canceled or rescheduled, it shall be given pursuant to the Open Public Meetings Act (RCW Ch. 42.30).
- 3. The public may address the Park Board during scheduled meetings. The President may prescribe, on a case-by-case basis, procedures for public testimony as necessary to maintain order.

Section 3 Special Meetings.

- 1. Special meetings may be called, canceled or rescheduled by the President whenever deemed necessary and/or shall be called whenever three Park Board members shall request the same in writing. Any measure adopted by six affirmative votes at a special meeting shall have the same effect as if adopted at a regular meeting. Special meetings are open to the public.
- 2. The date, hour and place of the special meetings shall be set by the President; notice of special meetings shall be given consistent with the Open Public Meetings Act (RCW Ch. 42.30). If a special meeting is to be canceled, notice should be given by posting on the door of the place where the special meeting was scheduled to have been held and on the City website where meeting notices are regularly posted.

Section 4 Annual Meetings.

1. The annual meeting shall be held at the regular February meeting of the Park Board.

Section 5 Quorum and Voting of Park Board.

- Six members shall constitute a quorum for conducting business for the Park Board. In case there is
 no quorum present on a day set for a regular, continued or special meeting, the Park Board members
 present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time
 and place to which the meeting matter will be continued.
- 2. Six affirmative votes shall be necessary to adopt any measure in a regular, continued or special meeting.
- 3. Voting shall be by voice unless a show of hands is called for by any Board Member. Minutes shall record the number of yeas and nays, and the names of any members abstaining. Any member may ask that their vote be recorded by name. Any member may ask that votes be recorded by name. Any member may recuse themselves or abstain from voting after stating the basis for abstention or recusal. Such basis shall be placed on the record.

CONDUCT OF BUSINESS

Section 6 Scheduling Business.

1. Business to be transacted at any regular or special meeting shall be scheduled by the Secretary or

designee subjected to order of the President. The Secretary or designee shall prepare, transmit to Park Board members, release to news media, and give official notice of business to be considered in the normal administration of business at the Park Board meetings, provided the consideration of all or any one item of business shall be subjected to cancellation or rescheduling to another meeting of the Park Board by order of the President or by the Park Board.

Section 7 Chairing Meetings.

1. Meetings shall be called to order by the President, or in the President's absence, by the Vice President, or in the anticipated absence of both, the President or the Park Board shall designate a member of the Park Board to preside. In the event a person to preside has not been named, the Secretary shall call the meeting to order and the Park Board members present may, by general consent, select a President pro-tem. Meetings may be adjourned by majority vote of the Park Board members present or by order of the President if there are no objections from Board members.

Section 8 Minutes.

- 1. The Secretary or designee shall prepare official minutes of the meetings containing the actions of the Park Board as a substantive account of proceedings. A record of the Park Board members present and absent shall be entered in the minutes of the meeting. Minutes shall be signed by the Secretary and placed on public record. Minutes may be approved by the Park Board without reading at Park Board meetings unless such reading is requested by a member of the Park Board. Correction of typographical errors in signed minutes may be made by the Secretary. Correction of substantive records in signed minutes may be made by majority vote of the Park Board.
- 2. All regular meetings and special meetings of the Park Board may be recorded, provided such shall not be deemed the official minutes and the absence of such recording due to mechanical failure or other cause shall not invalidate the actions taken at such meetings. Remarks and other volunteer statements from the public, present but not recognized by the Chair and which may have been recorded, will not be considered as part of the transcript. Any interested party may listen to a recording or read written minutes on file pursuant to the Washington State Public Records Act (RCW Ch. 42.56). Recordings will not normally be transcribed except by order of the Park Board or the Director of Parks and Recreation.

Section 9 Order of Business.

1. At a regular meeting, the order of business shall be as follows unless otherwise ordered by the President or as amended by the majority vote of the Park Board:

AGENDA

- (1) Roll Call
- (2) Additions or Deletions to the Agenda
- (3) Public Comments
- (4) Consent Agenda
- (5) Special Guests
- (6) Financial Report and Budget Update
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- (9) Reports
 - Park Board President
 - Liaisons
 - Director
- (10) Correspondence
- (11) Adjournment
- (12) Next Committee meeting dates
- (13) Next Park Board meeting dates
- 2. A consent agenda is presented by the Park Board President at the beginning of the Park Board meeting. Items may be moved from the consent agenda on the request of any one Park Board member. Items not moved may be adopted by general consent without debate. A Park Board member may also ask that a consent agenda item be voted on separately as part of the consent agenda. This will enable a member to abstain, recuse themselves or vote no on an item without

affecting their vote on the remaining consent agenda item(s). Moved consent items may be taken up either immediately after the consent agenda or placed on the regular meeting agenda under the appropriate Park Board committee report. Consent agenda items must be distributed, as part of the regular Park Board meeting agenda, no later than 48 hours prior to the regular Park Board meeting and pursuant to the Open Public Meetings Act (RCW Ch. 42.30), and no items may be added to the consent agenda within 48 hours of the Park Board meeting.

- 3. Each speaker providing public comment shall be limited to no more than two minutes, unless the President elects to extend the time allotted to a speaker. All public comments provided during the Public Comments period shall be related to items on the agenda for that meeting; any public comments not related to items on the agenda for that meeting must be submitted to the Park Board via email or mail.
- 4. The President may elect to accept public comments related to a specific action item following any presentations by staff and during the Park Board's discussion of such action item, instead of during the initial Public Comments period.

Section 10 Executive Sessions.

1. Executive sessions may be held as allowed by the Open Public Meetings Act (RCW Ch. 42.30). No action or minutes shall be taken in executive sessions. Executive sessions may be held at any time during a regular or special meeting.

OFFICERS AND COMMITTEES

Section 11 Officers.

- 1. At its regular February meeting of each year, the Park Board shall elect a President and Vice President from its members, but in case of failure to elect at the time specified, the election shall take place at a subsequent meeting without delay, and the President and Vice President shall continue to serve until replaced by election of the Board. The Director of Parks and Recreation shall be the Secretary of the Park Board unless another person is elected by the Park Board.
- 2. The President and Vice President shall hold their respective offices until the first regular meeting in February of the next year after election, and/or until their successors are elected.
- 3. The President, Vice President and Secretary shall perform the duties prescribed by law, these rules, and such other duties as the Park Board may prescribe.

4. In the event of the vacancy in the office of President, Vice President or Secretary, the Park Board shall select an interim President, Vice President or Secretary to serve until the next regular election.

Section 12 Nominations.

1. At the regular meeting in January, the President shall appoint an ad hoc committee of four (4) other Park Board members to serve as the Nomination Committee to recommend nominees for the office of Park Board President, Vice President and Secretary. In making such nominations, the Committee shall take into consideration, among other matters, the length of service on the Park Board of the member being considered for election to an office. No voting member of the Park Board shall serve more than two consecutive terms in any office of the Park Board unless said member receives the unanimous consent of the entire membership of the Park Board.

Section 13 Duties of the President.

The duties and powers of the President shall be as follows:

- 1. To perform duties prescribed by law and all duties properly mandated by such office, and such other duties as the Park Board may prescribe.
- 2. To preside over the meetings of the Park Board.
- 3. To call special meetings and executive sessions of the Park Board within the limits of state law.
- 4. To set the agenda and change the order of business.
- 5. To set the place, date and time of special meetings, pursuant to the Open Public Meeting Act (RCW Ch. 42.30).
- 6. To vote on any matter that may come before the Park Board for consideration with the exception of a request for abstention or recusal.
- 7. To prepare and sign all official recommendations or documents duly adopted by the Park Board.
- 8. To assign members of the Park Board to standing committees before March 15 of each year with the advice and consent of the Park Board. The President shall name one member of each committee as the Chair of that committee. These new Chair assignments will begin no later than the April committee meetings. Ad hoc committees of the Park Board will be appointed, as needed, by the President with the advice and consent of the Park Board.
- 9. To rule on procedure where no direct rule had been adopted by the Park Board. In so doing, the President shall be guided by Robert's Rules of Order.
- 10. To notify the Mayor in writing of any vacancy or pending vacancy on the Park Board.

- 11. To assign members of the Park Board to an ad hoc Park Board Nomination Committee which shall recommend a minimum of two (2) Park Board candidates per vacancy to the Mayor for City Council appointment.
- 12. To have the same rights and privileges as all other Park Board members.
- 13. To send a letter of interest to the Mayor for all Park Board members seeking reappointment.

Section 14 Duties of the Vice President.

The duties and powers of the Vice President shall be as follows:

1. The Vice President shall act in the absence of the President at any meeting, and when the President is unavailable, all duties of the office of President or as a member or any committee of which the President may be a member, shall temporarily fall upon the Vice President.

Section 15 Duties of the Secretary.

The duties of the Secretary shall be as follows:

- 1. The Secretary shall perform the duties required by law and all duties properly mandated by such office.
- 2. The Secretary shall attend meetings of the Park Board and meetings of its committee, where requested.
- 3. The Secretary shall keep a true and accurate record in substance of the proceedings of the Park Board, and shall have charge and custodian of all the Park Board books, documents, records, minutes and papers.
- 4. The Secretary shall handle correspondence of the Park Board, including responses to inquiries and provide correspondence copies to all Park Board members.
- 5. The Secretary shall prepare agendas and schedule business on all Park Board meetings, with the approval of the Park Board President, and transmit a tentative notice of business to Park Board members in advance of the meeting, and provide legal notice of public hearings as required by law.
- 6. The Secretary may delegate these duties as appropriate and necessary for their accomplishment.

Section 16 Standing Committees.

- 1. The standing committees of the Park Board shall be:
 - Finance

- Land
- Recreation
- Golf
- Riverfront Park
- Urban Forestry Tree
- Bylaws
- Joint Arts
- Development and Volunteer
- 2. Unless otherwise ordered by the Park Board, all standing committees shall consist of a minimum of three (3) Park Board members, except the Urban Forestry Tree Committee which shall consist of two (2) Park Board members and three (3) citizens pursuant to Spokane Municipal Code (SMC 04.28.030).
- 3. A simple majority of the committee shall constitute a quorum for conducting business for a Park Board standing committee. In case there is no quorum present on a day set for a regular, continued or special meeting, the committee members present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time and place to which the meeting matter will be continued.
- 4. If a Park Board member plans to attend a committee meeting as a guest, they must notify the Parks Director, or designated staff, no less than 48-hours prior to the committee meeting.
- 5. The Board may reclassify, add to, or change the number of standing committees by adopting changes to the Park Board Bylaws.
- 6. The Board President may appoint ad hoc committees for specific purposes and length of time.
- 7. Committees should be transmitted a notice of tentative business 48 hours prior to the time of said Committee meeting.
- 8. The agenda of a regular meeting may contain business not on the advance notice, consistent with the Open Public Meetings Act (RCW Ch. 42.30). Special meetings may only contain matters noted in the final agenda notice consistent with the Open Public Meetings Act (RCW Ch. 42.30).
- 9. Upon agreement of the majority of the committee members present, any matter listed on the advance notice for a regular committee meeting may be submitted for a vote by that committee, whether or not designated as an action item on the advance notice.

Section 17 Duties of Committees.

- 1. Committees are advisory to the Park Board and shall serve the Park Board acting as fact finders to provide information and make recommendation to the Park Board. Recommendations to the Park Board will be submitted by a majority of committee members present at the committee meeting. Votes or other actions taken by committees shall not be deemed as official actions of the Park Board but rather as recommendations to the Park Board. Only members appointed to a committee or an alternate substituting for a committee member may vote at any committee meeting. Any Park Board member attending the committee meeting may be designated by the Chair as an alternate for an absent committee member. Any Park Board member who attends a Park Board committee and is not a member or has not been appointed as an alternate may participate in meeting discussions.
- 2. Committees shall have the authority to task the Director of Parks and Recreation to provide information upon a majority vote of committee members present.
- 3. The Chair of each committee shall consult with the Director of Parks and Recreation, or the designee, to establish the agenda of the meetings, which shall include unfinished business items.
- 4. In the event the Committee Chair is not present at a meeting, the committee, by consensus, shall select a Chair pro tem.
- 5. Committee Chairs may allow public participation in matters coming before the committee as time permits.
- 6. Committee Chairs, or their designees, shall present committee information and recommendations at the regular monthly Park Board meeting.
- 7. Committee Chairs can make, second and vote on motions brought before the Committee, and shall have the same rights and privileges as all other Committee members.
- 8. All monthly Committee meetings will take place before the corresponding monthly meeting of the full Park Board.

Section 18 Administration.

- 1. The administration of the Spokane Parks and Recreation Division is the responsibility of the Director of Parks and Recreation.
- 2. The Director of Parks and Recreation will assign lead staff to support each committee.

Section 19 Functions of the Director of Parks and Recreation.

1. The Director of Parks and Recreation, or a designee, is the chief executive officer of the Park Board. The director is also an employee under the direct supervision of the Mayor.

- 2. The Director of Parks and Recreation is responsible for carrying out all policies or rules and regulations established by the Park Board.
- 3. All individuals employed in the Parks and Recreation Division report directly to, and are responsible to, the Director of Parks and Recreation.
- 4. The Director of Parks and Recreation shall make such rules, develop an administrative organization, and give such instructions to Parks and Recreation Division employees as may be necessary to make policies of the Park Board effective. The Director of Parks and Recreation may delegate authority for actions to subordinates.
- 5. The Director of Parks and Recreation should be present at all meetings of the Park Board, except when matters pertaining to the Director's employment are being considered or when requested by the Park Board President not to be present.
- 6. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a budget for the ensuing fiscal year, for Park Board approval. The Director shall develop the Parks and Recreation Division budget working with the Park Board Finance Committee.
- 7. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a monthly and an annual report on the operation of the Park and Recreation Division, and additional information as requested by the President or by consensus of the Park Board.
- 8. The Director of Parks and Recreation shall keep a continuous inventory of all property, furniture, material and supplies of the Park and Recreation Division.
- 9. The Director of Parks and Recreation shall draw all requisitions against the budget of the City Parks and Recreation Division, handle funds of the Park Board, and shall keep proper record of expenditures and funds available.
- 10. As the Park Board's professional advisor, the Director of Parks and Recreation is expected to keep abreast of technical advances, and Park and Recreation techniques, to participate in professional Parks and Recreation organizations, and to attend conventions and meetings of said organizations as approved by the Park Board.
- 11. The Director shall provide a Parks and Recreation Division orientation for new Park Board members, and new members shall read and sign the Duties and Responsibilities form, attached to these Bylaws.

<u>Section 20</u> Employment of Park Director.

1. Employment of the Park Director shall be in accordance with City Charter Article IV Administration of City Affairs, §24, 1.

Section 21 Adoption and Amendment of the Bylaws.

- 1. Proposed changes to the Bylaws will be presented in writing for reading and discussion at a Park Board meeting. At any time a Park Board member may submit a written proposal to the Park Board or Bylaws Committee to amend these Bylaws. The proposal shall be reviewed and discussed at the next scheduled Bylaws Committee meeting. Unless it is deemed by the Park Board that immediate action would be in the best interest of the Park Board, the final vote for adoption shall take place no earlier than the next succeeding regular or special Park Board meeting.
- 2. If immediate action on a proposed Bylaw is necessary, the motion for its adoption shall provide that immediate adoption is in the best interest of the Park Board. No further action is required. All new or amended Bylaws shall become effective upon adoption unless a specific effective date is provided in the motion for adoption.
- 3. Bylaws, as adopted or amended, shall be made a part of the minutes of the meeting at which action was taken.
- 4. These Bylaws may be temporarily suspended or amended by a majority of the Park Board vote at any regular Park Board meeting.

[Adoption and signature page follows]

Section 22 Adoption.

The foregoing Bylaws are hereby dec	lared adopted at the meeting of the Spokane Park Board
held this day of	, 2023, and all previous Bylaws are hereby declared
void and repealed.	
Spokane Park Board	
By:	
Name: Bob Anderson	
Title Spokane Park Board President	
Date approved:	
Approved as to form:	
	Assistant City Attorney

Attachment that is part of the Bylaws:

 $Exhibit \ A-Spokane \ Park \ Board \ Member \ Duties \ and \ Responsibilities$

SPOKANE PARK BOARD MEMBER DUTIES AND RESPONSIBILITIES FORM

Congratulations on your nomination to the Spokane Park Board. We hope you find your term on the Board rewarding. The Park Board is one of the most demanding and fulfilling board appointments in the City of Spokane. For this reason, we ask that you review and acknowledge the following "Member Duties and Responsibilities." Knowing these duties and responsibilities will ensure that you are aware of your commitments to the Board and the expectations associated with your membership on the Spokane Park Board.

- A. <u>The Spokane City Charter</u>: Your appointment to the Park Board is pursuant to Article V of the Spokane City Charter. In accepting your appointment, you are presumed to have read Article V in its entirety and learned from it the scope of the Board's responsibilities. While not exhaustive, the following highlights some of the key provisions of the Charter relating to the Board's responsibilities:
 - Complete control over expenditures from the Spokane Park Fund and expenditures from related park funds, such as the Golf Fund and Urban Forestry Fund: Typically this means an overall annual operating budget in excess of \$20 million, plus additional expenditures related to capital bond projects. The scope of this budget alone demands that members devote considerable time outside the regular meetings and committee meetings, so as to stay informed of Board activities.
 - The formulation and adoption of rules and regulations relating to Spokane Parks and Recreation facilities: By Charter the Park Board establishes policies and rules relating to park facilities, such as the Tobacco-Free Zones, sets pricing and fees for a variety of park facilities, etc.
 - Regular attendance at the required monthly and special meetings of the Spokane Board: Each Board member is expected to attend regular and special meetings of the Board, unless excused in advance by the President. The Spokane Park Board is scheduled for the second Thursday of each month at 3:30 p.m. unless otherwise posted. As a matter of practice, any absence is deemed excused so long as the President or Secretary is alerted in advance to your absence. There is no recent memory of a Board member being formally admonished for unexcused absenteeism, but it should be understood that continual absences may prompt the President to declare your absences unexcused, and three unexcused absences constitute grounds for removal from the Board.

- B. <u>Park Board Bylaws</u>: By Charter the Board is authorized to adopt bylaws relating to governance of the Board and its committees. The Bylaws were last revised and adopted October 2019, and are included in this Park Board Toolkit. By signing this form you acknowledge that you have read the Bylaws and understand them. A brief overview of these rules follows:
 - There are nine Standing Committees of the Park Board. With Board consent, the President annually assigns Board members to committees and designates the chairs of those committees. Board members typically are assigned to at least three committees, and often serve as chair of at least one of those committees. Committees meet once per month, typically one to two weeks before the regular Park Board meeting. Depending on a given agenda item for the committee, Board members can expect to spend as much as one hour or more reviewing materials related to committee meetings and up to two hours at the committee meeting. Average monthly time commitment, excluding special Park Board meetings, ad hoc committees and special events, is 11-12 hours.
- C. <u>Additional Board Member Responsibilities</u>: Board Members are additionally responsible for the following duties:
 - New board members participate in an orientation provided by the director of Parks and Recreation, and the Board President. This is about a two-hour, one-time only meeting.
 - Board members are called upon to attend additional special Parks and Recreation special
 events. A special event might include a site visit, a dedication event, public meetings, etc.
 These events are typically one hour long and will occur about two to three times a year.

<u>Acknowledgement</u>: As respect to the Spokane Park Board, as a member of the Spokane Park Board, I acknowledge that:

- I have read and understand the Member of the Board duties and responsibilities;
- I am responsible, collectively and with my fellow Board members, for ensuring effective governance, stewardship and strategic direction of the Spokane Parks and Recreation, and the Spokane Park Board;
- I understand and accept the time commitment involved as a Board member of the Spokane Park

Board	•

- I generally accept the duties and responsibilities of a Boardmember;
- In signing this document, I understand that no rigid standards of measurement and achievement are being formed.

Signature		
Printed Name		
Date Signed:		
Date Signed	 	
Dates of Term:		

Form Updated: April 2021

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