

Spokane Park Board Agenda

3:30 p.m. Thursday, December 14, 2023 In-person in City Hall Council Chambers and WebEx virtual meeting Call in: 408-418-9388

Access code: 2490 938 7059

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

Doug Kelley

Jonathan Bingle – City Council liaison

Agenda

- 1. Roll call: Bob Anderson
- 2. Additions or deletions to the agenda:
- 3. Public comments:
- 4. Consent agenda:
 - A. Administrative/committee-level items:
 - 1) November 9, 2023, regular Park Board meeting minutes
 - 2) Claims November 2023
 - 3) Inter local agreement with Spokane County Fire District 10 for EMS/fire protection at Palisades Park and Indian Canyon conservation area properties at \$1,800 per year Al Vorderbrueggen
 - 4) 2024 Recreation Centers Contract for the combined amount of \$638,578 (no tax) Jennifer Papich
 - 5) Garco Construction, Inc., Change Order #5 / Riverfront Park South Suspension Bridge Renovation Construction (\$86,975.85 plus applicable taxes) – Berry Ellison
 - 6) Golf professional Steve Conner Exhibit B (section 7.2) contract amendment / Downriver golf course – Mark Poirier
 - 7) Desautel Hege Contract Renewal Fianna Dickson
 - 8) Accepting the Agreement between CITY OF SPOKANE PARKS AND RECREATION DIVISION and CIVICPLUS; providing Recreation Management

Software and hosting – Jason Conley

5. Special guests:

A. None

6. Financial report and budget update: Rich Lentz

7. Special discussion/action items:

A. None

8. Committee reports – action items:

Urban Forestry Tree Committee: December 5, 2023 – Kevin Brownlee

A. Action items: None

Land Committee: December 6, 2023 - Greta Gilman

A. Action items: The action item was presented on the consent agenda.

Recreation Committee: December 6, 2023 – Sally Lodato

A. Action items: The action item was presented on the consent agenda.

Riverfront Park Committee: December 11, 2023 – Gerry Sperling

A. Action items: The action item was presented on the consent agenda.

Golf Committee: December 12, 2023 – Nick Sumner

A. Action items: The action item was presented on the consent agenda.

Finance Committee: December 12, 2023 – Bob Anderson

A. Action items: Two of two action items were presented on the consent agenda.

Development & Volunteer Committee: November 15, 2023 – Jennifer Ogden

A. Action items: None

9. Reports:

A. President: Bob Anderson

B. Liaisons:

- 1) Conservation Futures Nick Sumner
- 2) Parks Foundation Barb Richey
- 3) City Council Jonathan Bingle
- C. Director (Interim): Jason Conley

10. Executive session

A. None

11. Correspondence

A. Letters/emails: None

12. Adjournment

13. Meeting dates:

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. January 2, 2024, in the Liberty Park Library events room, and virtually via WebEx.

Land Committee: 3:30 p.m. January 3, 2024, in The Hive events room 'A', and virtually via WebEx.

Recreation Committee: 5:15 p.m. January 3, 2024, in The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. January 8, 2023, in the Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. January 9, 2023, in the Hive events room 'C', and virtually via WebEx.

Finance Committee: 3:00 p.m. January 9, 2023, in the Shadle Park Library events room, and virtually via WebEx.

Development & Volunteer Committee / Citizens Advisory Committee: The 4:00 p.m. December 20, 2023, meeting is CANCELED.

- B. Park Board: 3:30 p.m. January 11, 2024, 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 NOVEMBER 2023 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - DECEMBER 14, 2023

PARKS & RECREATION:

SALARIES & WAGES	\$ 986,581.50
MAINTENANCE & OPERATIONS	\$ 481,615.67
CAPITAL OUTLAY	\$ -
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 279,942.05
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 1,862.00
GOLF:	
SALARIES & WAGES	\$ 169,605.42
MAINTENANCE & OPERATIONS	\$ 118,223.57
CAPITAL OUTLAY	\$ 15,161.90
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 2,052,992.11

Spokane Park Board Briefing Paper



Committee	Land	Committee meeting date: 12/6/20	023
Requester	Al Vorderbrueggen	Phone number: 363-54	64
Type of agenda item	OConsent ODiscussion	Information	Action
Type of contract/agreement	● New	_ease OAmendment/change ord	er O0ther
City Clerks file (OPR or policy #)	Cross reference OPR 2019-05	58 & 2012-0472	
Master Plan Goal, Objective, Strategy	Maintain and Care	Master Plan Priority Tier: First	
(Click HERE for link to the adopted plan)		(pg. 171-175)	
Item title: (Use exact language noted on the agenda)		kane County Fire District 10 for EMS ad Indian Canyon conservation area	
Begin/end dates	Begins: 01/01/2024	Ends: 12/31/2028	06/01/2525
Palisades Park and Indian Canyor Parks and Recreation but fall outsi Spokane County First District 10 p County in 2012, for five years.	ide the City limits and prote	ection by the Spokane Fire Dep	oartment.
Motion wording: Approve inter local agreement with Spoke Canyon conservation area properties at \$1.500.		MS/fire protection at Palisades Park	and Indian
Approvals/signatures outside Parks:	• Yes No		
If so, who/what department, agency or co			
Name: Kenneth Johnston, Chief	Email address: kjohnston@so	ofd10.org Phone: 509-9	919-3347
Parks – Accounting Parks – Sarah Deatrich Requester: avorderbrueggen@spokaneci Grant Management Department/Name:	ty.org		
Fiscal impact: • Expenditure	Revenue		
Amount: \$1,800.00 per year/5 years	Budget code: TBD		
Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	city of Spokane ACH F	for new contractors/consultants/vendo orms (for new contractors/consultants/	vendors/
UBI: N/A Business license exp	=	ince Certificate (min \$1 million in Gene	

INTERLOCAL AGREEMENT FOR EMS/FIRE PROTECTION SERVICES

THIS INTERLOCAL AGREEMENT is made by and between the City of Spokane, a Washington State municipal corporation, whose address is 808 West Spokane falls Boulevard, and Spokane, Washington 99201 (hereinafter referred to as the "City"), and Spokane County Fire District 10, a political subdivision of the State of Washington, whose address is 929 S Garfield ,Airway Heights ,Washington 99001 (hereinafter referred to as the "District or "Fire District 10"), jointly hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the District is organized and has authority to provide Emergency Medical Service (EMS)/fire protection services to real property, personal property, improvements, and structures located within its jurisdictional limits; and

WHEREAS, the City owns real property, personal property, improvements, and /or structures located within the jurisdictional limits of the District; and

WHEREAS, RCW 52.30.020 authorizes the City and the District to enter into EMS/ fire protection services for the protection of citizens and property owned by the City within the jurisdictional boundaries of the District; and

WHEREAS, pursuant to the provisions of RCW Ch. 39.34, the Interlocal Cooperation Act, and RCW 52.30.020, the Parties desire to enter into an Interlocal Agreement for the providing of EMS/ fire protection services; and

WHEREAS, the Parties wish to delineate the terms and conditions of compensation to the District for the District providing EMS/fire protection services to City property as outlined and set forth in this Agreement.

NOW THEREFORE, for the mutual benefits to be derived both to the City and to the District, and under the authority as provided by RCW 52.30.020 and RCW Ch. 39.34, the Parties mutually agree as follows:

- 1. **SCOPE OF SERVICE**. The District shall provide EMS/fire protection services to the following City property Located within the boundaries of the District:
 - A. All City park property commonly referred to as Palisades Park and Indian Canyon Park, which shall include all of the real property and all improvements and structures located thereon.
 - 2. **TERM**. The term of this Agreement shall be from January 1,2024 through December 31, 2028.

This Agreement shall not be terminated prior to the end of its term (December 31, 2028) without the express written consent of both the District and the City.

3. **COMPENSATION**. As compensation for EMS / fire protection services, the City shall pay to the District the sum of \$1,800.00 per year for calendar years 2024, 2025, 2026, 2027, 2028.

The District shall submit its invoice to the City in January of each year, and the City shall submit its payment for the full annual amount to the District within thirty (30) days of receipt of the invoice.

The annual compensation as provided for herein shall not be reduced for any reason, including but not limited to any reduction in the amount (whether acreage, square footage, value, or type) of City property located within the District's boundaries.

4. **ADDITIONAL PROPERTY/IMPROVEMENTS**. The City shall be allowed, as provided for herein, to add additional lands, improvements, structures, and equipment to the properties protected under this Agreement without additional compensation to the District.

Additions to any Park property shall be limited to additional Park lands and related improvements or structures incidental to the current use of the Park property presently associated with Palisades Park or Indian Canyon Park.

In the event that the City acquires additional property and improvements not provided for in this Agreement, the City reserves the right to invoke the provision of RCW 52.30.020 regarding the providing of fire protection services with the City's own staff and equipment.

- 5. **AGGREMENT TO BE FILED**. This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.
- 6. **ADMINISTRATION**. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - 7. **NOTICES**. All notices, invoices and/or payments shall be sent to the following:

City of Spokane c/o Spokane City Parks Director Jason Conley, Asst Director 808 West Spokane Falls Boulevard Spokane WA 99201

Spokane Fire District #10 Attn: Fire Chief Ken Johnson 929 S Garfield Road, Airway Heights WA 99001

8. **LIABILITY.** In the performance of this contract, the District is an independent entity and the Districts, its officers, employees, and agents shall not be considered to be employees or agents of the City.

The City shall defend, indemnify and hold harmless the District from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the City, its employees, or agents in connection with this Agreement.

In the performance of this contract, the City is an independent entity, and the City, its officers, employees, elected representatives, and agents shall not be considered to be employees or agents of the District.

The District shall defend, indemnify, and hold harmless the City from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the District, its employees, or agents in connection with this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

This provision shall survive the expiration of this Agreement.

9. **OTHER AGREEMENTS**. By entering into this Agreement, this Agreement does not affect, alter or amend any existing mutual aid agreement or mutual response agreement entered into between the Parties, or entered into between the Parties and any other fire district or fire department. This agreement does not affect the right or authority of the District to regulate open burning as provided by RCW 52.12.108.

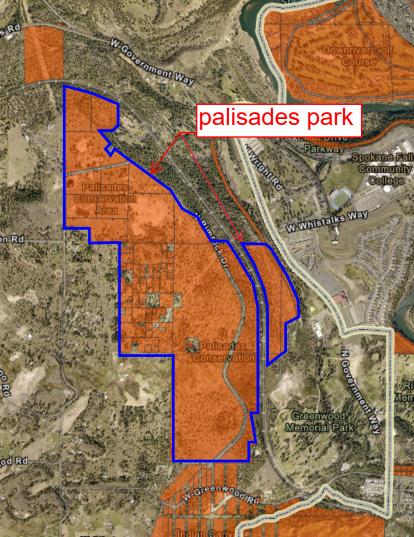
10. MISCELLANEOUS.

- **A. Non-Waiver**. No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- **B. Headings**. Headings are inserted for convenience, and are a reference only and are not to be deemed part of or to be used in construing this Agreement.
- **C. Entire Agreement**. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement
- **D. Modification**. No modification or amendment to this Agreement shall be valid until put in writing and signed by both parties with the same formalities as this Agreement.
- **E. Assignment**. Neither party may assign its interest in this Agreement without the express written consent of the other party.
- **F. Severability**. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- **G. Compliance with Laws**. The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.
- **H. Non-discrimination**. In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any

sensory, mental, or physical handicap in employment or application for employment, or in the administration or delivery of services or any other benefits under this Agreement.

- **Venue Stipulation**. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or jurisdictional proceeding shall be instituted only in courts of competent jurisdiction with Spokane County, Washington.
- J. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons

Dated:	Spokane County Fire District 10
	Spokane County Fire District 10 By: -/D/632365267456 Title: Fire Chief
Dated :	City of Spokane Parks and Recreation Department By: Director
Approved as to form :	
Assistant City Attorney	
Attest:	
Spokane City Clerk	



AGENDA SHEET FOR PARK BOARD MEETING OF: June 13, 2019 **Submitting Division** Contact Person Phone No. Parks & Recreation 5464 Al Vorderbrueggen Operations Recreation/Golf Riverfront Park Department: Finance CLERKS' FILE OPR 2019 -0558 RENEWAL Golf | Land Committee: Recreation OPR-2012-0472 **CROSS REF ENG** New Renewal Amendment Extension BID REQUISITION Beginning date: <u>07/01/2019</u> _ Expiration date: 06/30/2023 Open ended **AGENDA WORDING:** Approx 5-year (2019-2023) Interlocal Agreement with Spokane County Fire District 10 for EMS/Fire Protection at Palisades Park and Indian Canyon conservation area properties at \$1,000 per year. RECEIVED JUI 1 8 2019 **BACKGROUND:** (Attach additional sheet if necessary) CITY CLERK'S OFFICE Palisades Park and Indian Canyon properties are owned and maintained by the City of Spokane Parks Department but fall outside of the city limits and protection by the city Fire Department. Spokane County Fire District 10 proposes renewing this interlocal agreement, formulated in 2012, for five additional years. RECEIVED **RECOMMENDATION:** Approve Interlocal Agreement JUN 2 7 2019 CITY CLERK'S OFFICE ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements Interlocal agreement, past agreement OPR-2012-0472 **SIGNATURES:** Dept. Manager Al Vorderbrueg Requester - Al Vorderbrueggen Rec - Garrett Jones Legal Dept. - Pat Dalton Parks Accounting - Megan Qureshi ocallahan@scfd10, org **DISTRIBUTION:** Parks: Accounting Parks: Edward Pinos **Budget Manager:** Requesta. Al Vorderbrueg PARK BOARD ACTION: APPROVED BY SPOKANE PARK BOARD President

June 13, 2019

Fiscal Impact Expenditure:	Budget Account
Revenue:	
Existing vendor New vendor – If so	o, please include vendor packet
Supporting documents:	
Quotes/Solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster City of Spokane Spokane Business registration expiration date:	

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WITNESSETH:

WHEREAS, the District is organized and has authority to provide Emergency Medical Service (EMS)/fire protection services to real property, personal property, improvements, and structures located within its jurisdictional limits; and

WHEREAS, the City owns real property, personal property, improvements, and /or structures located within the jurisdictional limits of the District; and

WHEREAS, RCW 52.30.020 authorizes the City and the District to enter into EMS/ fire protection services for the protection of citizens and property owned by the City within the jurisdictional boundaries of the District; and

WHEREAS, pursuant to the provisions of RCW Ch. 39.34, the Interlocal Cooperation Act, and RCW 52.30.020, the Parties desire to enter into an Interlocal Agreement for the providing of EMS/ fire protection services; and

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 - A. All City park property commonly referred to as Palisades Park and Indian Canyon Park, which shall include all of the real property and all improvements and structures located thereon.
 - 2. **TERM**. The term of this Agreement shall be from January 1,2019 through December 31, 2023.

This Agreement shall not be terminated prior to the end of its term (December 31, 2023) without the express written consent of both the District and the City.

3. **COMPENSATION**. As compensation for EMS / fire protection services, the City shall pay to the District the sum of \$1000.00 per year for calendar years 2019, 2020, 2021, 2022, 2023.

The District shall submit its invoice to the City in January of each year, and the City shall submit its payment for the full annual amount to the District within thirty (30) days of receipt of the invoice. Provided however, for the year 2019, the District shall submit its invoice to the City upon the execution of this Interlocal Agreement, and the City shall pay the invoice for the year 2019 with thirty (30) days of receipt of the invoice.

The annual compensation as provided for herein shall not be reduced for any reason, including but not limited to any reduction in the amount (whether acreage, square footage, value, or type) of City property located within the District's boundaries.

4. **ADDITIONAL PROPERTY/IMPROVEMENTS**. The City shall be allowed, as provided for herein, to add additional lands, improvements, structures, and equipment to the properties protected under this Agreement without additional compensation to the District.

Additions to any Park property shall be limited to additional Park lands and related improvements or structures incidental to the current use of the Park property presently associated with Palisades Park or Indian Canyon Park.

In the event that the City acquires additional property and improvements not provided for in this Agreement, the City reserves the right to invoke the provision of RCW 52.30.020 regarding the providing of fire protection services with the City's own staff and equipment.

- 5. **AGGREMENT TO BE FILED**. This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.
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 c/o Spokane City Parks Director
 Jason Conley, Asst Director
 808 West Spokane Falls Boulevard
 Spokane WA 99201

Spokane Fire District #10
Attn: Fire Chief Nick Scharff
929 S Garfield Road, PO Box 2199
Airway Heights Wa 99001

8. **LIABILITY.** In the performance of this contract, the District is an independent entity and the Districts, its officers, employees, and agents shall not be considered to be employees or agents of the City.

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It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

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MISCELLANEOUS.

- **A. Non-Waiver**. No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
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- C. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement
- **D. Modification**. No modification or amendment to this Agreement shall be valid until put in writing and signed by both parties with the same formalities as this Agreement.
- **E. Assignment**. Neither party may assign its interest in this Agreement without the express written consent of the other party.
- **F. Severability**. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- **G. Compliance with Laws**. The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

- **H. Non-discrimination**. In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment, or in the administration or delivery of services or any other benefits under this Agreement.
- I. Venue Stipulation. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or jurisdictional proceeding shall be instituted only in courts of competent jurisdiction with Spokane County, Washington.
- J. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons

Dated: 7-10-2019

Spokane County Fire District 10

Title

Dated: 6-27-19

City of Spokane Parks and Recreation

Department

By:

Director

Approved as to form:

Assistant City Attorney

Attest:

Spokane City Clerk



July 15, 2019

City of Spokane C/O Spokane City Parks Director 808 West Spokane Falls Blvd Spokane WA 99201

RE: Fire/EMS Fire Protection Services for Palisades and Indian Canyon Parks

Per approved five-year (2019 – 2023) Interlocal Agreement with Spokane County Fire District 10, this will serve as an invoice for calendar year 2019.

TOTAL AMOUNT DUE FOR 2019 \$1000.00

Thank you for your prompt attention.

Poulanam

Sincerely,

Pegy Callahan

Administrative Director



June 27, 2019
Fire District #10
929 S, Garfield Rd.
Airway Heights, WA 99001
Fire Chief Nick Scharff

RE: Inter-local Agreement OPR 2012-0472 for Palisades Park and Indian Canyon conservation area properties.

Dear Chief Scharff,

We received the Inter-Local Agreement (ILA) and letter dated 2/25/2019 to continue our partnership. Please see attached original signed ILA. Please review, sign and return original signed copy to the Parks Division, Attn: Jo-Lynn. Please let me know if I may be of assistance.

Thank you,

Jo-Lynn Brown

Program Coordination

lyn Brotein

509-625-6264

City Of Spokane

808 W. Spokane Falls Blvd.

Spokane, WA 99201

5th Floor Parks & Rec.



City of Spokane

c/o Spokane City Parks Director Jason Conley, Asst. Parks Director 808 West Spokane Falls Boulevard Spokane WA 99201

Date 2/25/2019

Hi Jason, it was great to talk to you today on the phone.

Spokane County Fire District 10 has prepared a new Interlocal Agreement (ILA) for your review and approval. The most recent ILA which was in effect 2012-2016 covered Fire/EMS Protection for Spokane's Palisades and Indian Canyon Parks but has expired as of January 1, 2017

The new Interlocal agreement is modeled nearly identical to the earlier outdated version and applies to Palisades and Indian Canyon Parks, for Emergency Medical Service (EMS) / all hazard Fire Response. Fire District 10 responds to all types of fire/EMS related emergencies within its boundaries and areas contracted for service.

History of emergency response generally seems to be under 10 calls per year for service within the area described as Palisades and Indian Canyon Parks. Sometimes calls occur "in the area" of parks land without knowing or depicting exact parcel boundaries and sometimes bleed over from private to public or vice-versa for same incident. Fire District 10'intent is to recoup some of its costs associated for service, but I believe most importantly gives us authority to respond to the location for any type of enforcement/suppression activities or implement any restrictions that may be in place along with providing EMS. SCFD10 is asking for \$1000.00 per year in the new ILA. Considering just one 911 dispatch call costs more than \$60.00 each. Dispatch fees alone would average nearly \$600.00 a year.

A benefit this agreement provides is uniform emergency service coming from one agency (SCFD10 in this case) on both sides of the street or even more delicate jurisdictional lines by parcel section lines that are not be separated by any roads . This issue in past has at times presented mixed messages to the general public and citizens that live on parcels in the area or others that use the park area to hike and recreate many times calling in from a cell phone not knowing exactly where they are located .

I assume this ILA has to go before city council for approval 1st and then fire district board of commissioners for approval. The fire district board is aware this ILA is in the process at this time and look forward to moving it forward.

Please feel free to contact me with any questions you may have. Sincerely,

Nick Scharff

Nick Scharff
Fire Chief SCFD10

INTERLOCAL AGREEMENT FOR EMS/FIRE PROTECTION SERVICES

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 - A. All City park property commonly referred to as Palisades Park and Indian Canyon Park, which shall include all of the real property and all improvements and structures located thereon.
 - 2. **TERM.** The term of this Agreement shall be from January 1, 2012 through December 31, 2016.

This Agreement shall not be terminated prior to the end of its term (December 31, 2016) without the express written consent of both the District and the City.

3. **COMPENSATION.** As compensation for EMS / fire protection services, the City shall pay to the District the sum of \$700.00 per year for calendar years 2012, 2013,2014,2015,2016.

muilly 2

Submitting Division

Park Operations

Contact Person
Tony Madunich

DA SHEET FOR PARK BOARD MEETING OF: April 12, 2012

Phone No. 363-5458



COMMITTEE

- o Riverfront
- o Golf
- o Recreation
- x Land
- o Urban Forestry
- o North Bank Ad-Hoc
- o Finance

RECEIVED

MAY 29 2012

CITY CLERK'S OFFICE SPOKANE WA CLERK'S FILE RENEWS CROSS REF ENG BID REQUISITION

2022) (· · · · / 2 : 7 3

AGENDA WORDING: Approve five year (2012 -2016) Interlocal Agreement with Spokane County Fire District 10 for EMS/Fire Protection Services for Palisades and Indian Canyon conservation properties at \$700 per year.

BACKGROUND: (Attach additional

sheet if necessary

Palisades and Indian Canyon conservation properties are owned by the City of Spokane Parks and Recreation Department but fall outside City limits and protection of the City of Spokane Fire Department. Spokane County Fire District 10 proposes a new Interlocal Agreement for providing Emergency Medical and Fire Protection Services to these areas for \$700.00 per year for the five year period of 2012 through 2016.

RECOMMENDATION:
Agreement

Approve Interlocal

Fiscal Impact:

Expenditure: \$700.00 per year 2012 through 2016

Revenue: \$

1400-54500-76820-54201

Director of Parks and Recreation

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

Interlocal Agreement

SIGNATORES

Request

- Julia

Parks Accounting **DISTRIBUTION**:

Parks, Judy Moss

Risk Manager, Pam Schroeder

Legal Department

Parks, Tony Madunich
Taxes and Lic, Lisa Dillman
Contractor Fire District 10

PARK BOARD ACTION:

APPROVED BY

SPOKANE PARK BOARD:

PARK BOARD

The District shall submit its invoice to the City in January of each year, and the City shall submit its payment for the full annual amount to the District within thirty (30) days of receipt of the invoice. Provided however, for the year 2012, the District shall submit its invoice to the City upon the execution of this Interlocal Agreement, and the City shall pay the invoice for the year 2012 with thirty (30) days of receipt of the invoice.

The annual compensation as provided for herein shall not be reduced for any reason, including but not limited to any reduction in the amount (whether acreage, square footage, value, or type) of City property located within the District's boundaries.

4. **ADDITIONAL PROPERTY/IMPROVEMENTS.** The City shall be allowed, as provided for herein, to add additional lands, improvements, structures, and equipment to the properties protected under this Agreement without additional compensation to the District.

Additions to any Park property shall be limited to additional Park lands and related improvements or structures incidental to the current use of the Park property presently associated with Palisades Park or Indian Canyon Park.

In the event that the City acquires additional property and improvements not provided for in this Agreement, the City reserves the right to invoke the provision of RCW 52.30.020 regarding the providing of fire protection services with the City's own staff and equipment.

- 5. **AGGREMENT TO BE FILED.** This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.
- 6. **ADMINISTRATION**. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - 7. **NOTICES**. All notices, invoices and/or payments shall be sent to the following: City of Spokane Coty Parks Director Leroy Eadie, Director 808 West Spokane Falls Boulevard Spokane WA 99201

Spokane Fire District #10
Attn: Fire Chief Nick Scharff
929 S Garfield Road, PO Box 2199
Airway Heights Wa 99001

8. **LIABILITY.** In the performance of this contract, the District is an independent entity and the Districts, its officers, employees, and agents shall not be considered to be employees or agents of the City.

The City shall defend, indemnify and hold harmless the District from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the City, its employees, or agents in connection with this Agreement.

In the performance of this contract, the City is an independent entity, and the City, its officers, employees, elected representatives, and agents shall not be considered to be employees or agents of the District.

The District shall defend, indemnify, and hold harmless the City from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the District, its employees, or agents in connection with this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

This provision shall survive the expiration of this Agreement.

9. **OTHER AGREEMENTS**. By entering into this Agreement, this Agreement does not affect, alter or amend any existing mutual aid agreement or mutual response agreement entered into between the Parties, or entered into between the Parties and any other fire district or fire department. This agreement does not affect the right or authority of the District to regulate open burning as provided by RCW 52.12.108.

10. MISCELLANEOUS.

- A. Non-Waiver. No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- **B. Headings.** Headings are inserted for convenience, and are a reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement
- **D. Modification**. No modification or amendment to this Agreement shall be valid until put in writing and signed by both parties with the same formalities as this Agreement.
- **E. Assignment.** Neither party may assign its interest in this Agreement without the express written consent of the other party.
- **F. Severability.** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- **G. Compliance with Laws.** The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

- Non-discrimination. In the performance of this Agreement, the Parties shall not discriminate on the H. basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment, or in the administration or delivery of services or any other benefits under this Agreement.
- Venue Stipulation. This Agreement shall be construed under the laws of the State of Washington. Any ı. action at law, suit in equity, or jurisdictional proceeding shall be instituted only in courts of competent jurisdiction with Spokane County, Washington.
- Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall J. confer no benefits, direct or implied, on any third persons

Dated: $\frac{5/8}{25/12}$

Spokane County Fire District 10

City of Spokane Parks and Recreation

Department

By: Director

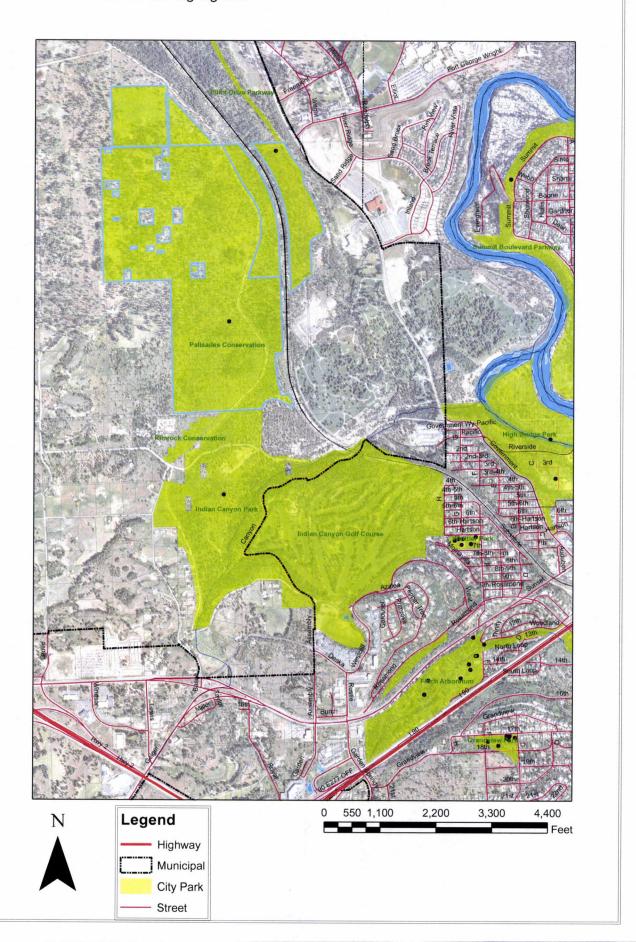
Approved as to form:

Assistant City Attorney

Spokane City Clerk

Palisades Park

Park boundaries are highlighted



Spokane Park Board Briefing Paper



Committee	Description	C	2/00					
	Recreation	Committee meeting date: 12/6						
	† <u> </u>							
Type of contract/agreement	New Renewal/ext.	Lease OAmendment/change o	order Other					
City Clerks file (OPR or policy #)								
1	Goal G Objective 2	- I	st					
(Click HERE for link to the adopted plan)		(pg. 171-175)						
Item title: (Use exact language noted on the agenda)	2024 Recreation Centers cont	ract for the combined amount of \$6	638,578 (no tax)					
The against,								
Begin/end dates	Begins: 01/01/2024	Ends: 12/31/2024	06/01/2525					
Corbin Senior Center, MLK Jr. Center at ECCC, Wes Center, Sinto Senior Center and the Hillyard Senior Center and the Hillyard Senior Centers provides partial funding to these Centers to help pay approved 2024 Recreation Budget. There has been rand monthly related operational expenses when subrato Park Board.	Center provide recreational services and of for their recreational programming costs. no change to this amount from 2023. Cen mitting their invoices. The Spokane Youth	opportunities to the community in partnership. The combined amount of \$638,578 is accouters are required to provide monthly recreation and Senior Center Association also present	with SPRD. Parks Inted for in the on program reports ts a report quarterly					
\$80,000Hillyard Senior Center	\$80,000Hillyard Senior Center							
Motion wording: Approve the 2024 Recreation Centers co	ontract for the combined amount	of \$638,578.						
Approvals/signatures outside Parks:	Yes No							
	· · · · · · · · · · · · · · · · · · ·							
Name:	Email address:	Phone:						
Distribution:								
Parks – Accounting								
· ·								
_	•							
Type of agenda item								
, \$355,155	1100 01100	0002 0 120 1						
Wandan O. S	N							
	New vendor							
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB)	\square w \circ	for new contractors/consultants/ven	dors					
Contractor is on the City's A&E Roster - C		Forms (for new contractors/consultants/ven						
UBI: see above Business license exp		ance Certificate (min \$1 million in Ge						

Spokane Park Board Briefing Paper



	_		
Committee	Riverfront Committee	Committee meeting date: De	ec 11, 2023
Requester	Berry Ellison	Phone number: 50	9 625-6276
Type of agenda item	OConsent ODiscussion	Information	Action
Type of contract/agreement	New Renewal/ext.	Lease	order Other
City Clerks file (OPR or policy #)	2023-0446		
Master Plan Goal, Objective, Strategy	Goal K, Objective 1	Master Plan Priority Tier: T	ier 1
(Click HERE for link to adopted plan)	•	(pg. 171-175)	
Item title: (Use exact language noted on the agenda)		nge Order #5 / Riverfront Park Son (\$86,975.85 plus applicable ta	
Begin/end dates	Begins: 12/14/2023	Ends: 06/01/2024	06/01/2525
Background/history: Change Order #5 consists of 6 add Item 1 is a reduced cost for 1,755I Item 2 is added cost for drilling and Item 3 is added cost for demolition Item 4 is added cost for utility box Item 5 is added cost for removal a Item 6 is added cost to paint south Note: 40 working days are added a	bs of structural steel d epoxy anchoring of reinfo of vault lids (lids were alm repair. nd replacement of existing of corbel to match abutment	orcing bar at vault 1 & 2. nost 2x thicker than shown of duct bank.	on plans).
Motion wording: Move to approve Garco Construction cha amount of \$86,975.85 plus applicable tax	kes AND 40 additional working d		Renovation in the
Approvals/signatures outside Parks:	Yes No	laa	
If so, who/what department, agency or co	ompany: Garco Construction, Email address: tloucks@garc		509 535-4688
Name: Tim Loucks Distribution:			009 000-4000
Parks – Accounting		l@spokanecity.org garco.com	
Parks – Sarah Deatrich	Scottkia	garco.com	
Requester: Berry Ellison			
Grant Management Department/Name:			
Fiscal impact: • Expenditure Amount: \$86,975.85 (plus applicable taxes)	Revenue Budget code: 1950-54920-9	94000-48085	
Vendor:	City of Spokane ACH I	for new contractors/consultants/ve	ants/vendors



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT AMENDMENT 5

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 December 14, 2023 and shall run through June 1, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY-SIX THOUSAND NINE HUN-DRED SEVENTY-FIVE AND 85/100 DOLLARS** (\$86,975.85), plus applicable sales tax, in accordance with Change Order 5, 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	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 5	

23-259

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 05

NAME OF CONTRACTOR: Garco Construction, Inc.

PROJECT TITLE: Riverfront Park South Suspension Bridge Renovation

CITY CLERK CONTRACT NUMBER: 2023-0446

DESCRIPTION OF CHANGE:	AMOUNT:	
Item #1: COR-007 - Remaining Repair Steel Item #2: COR-009 - Add Drilling and Epoxy Rebar at Vaults Item #3: COR-011 - Additional Demolition at Vaults Item #4: COR-012 - Promenade Util Box Repair Item #5: COR-013 - Add Duct Bank Replacement Item #6: COR-015 - Add Corbel Paint Item #7: Add 40 Working Days = Substantial Completion to be March 18, 2024	\$ \$ \$ \$ \$ \$ \$ \$ \$	3,583.57 2,589.90 452.11 73,436.56 3,252.12
TOTA	======================================	#06 07F 0F

TOTAL AMOUNT: \$86,975.85

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 2,099,949.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 189,042.25
CURRENT CONTRACT AMOUNT	\$ 2,288,991.25
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 86,975.85
REVISED CONTRACT SUM	\$ 2,375,967.10

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

Contractor's Acceptance:	Date:
City Approval:	Date:
Attest:	City Clerk
Approved as to form:	Assistant City Attorney

Garco Construction 11/21/2023

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 07 - Remaining Repair Steel

				Direct Costs						Subcontractor Costs						
					Unit Prices Item Totals											
ВІ	Description	Qty	Unit	Labo		Equip	Material	L	_abor	Equipment	Material	Unit Price	Subtotal	Prime Markup	Total w/ Markup	Weight
	W6x25x20'	2	ea				\$ 1,134.76	\$	-	\$ -	\$ 2,269.51		\$ -	12%	\$ -	1000
	C6x13 x 20'	1	ea				\$ 532.08		-	\$ -	\$ 532.08		\$ -	12%		260
	Plate 5/16"x66"x48"	1	ea				\$ 604.76	\$	-	\$ -	\$ 604.76		\$ -	12%		245.63
	W6x25x10'	1	ea				\$ 567.38	\$	-	\$ -	\$ 567.38		\$ -	12%		250
								\$	-	\$ -	\$ -		\$ -	12%		
	Scrap Value	1755.63	Lbs				\$ (0.35)	\$	-	\$ -	\$ (614.47)		\$ -	12%		
								\$	-	\$ -	\$ -		\$ -	12%		
								\$	-	\$ -	\$ -		\$ -	12%		
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								Ф		\$ -	\$ -		\$ -	1270	\$ -	
	TOTAL DIRECT COSTS			\$ -	\$	5 -	\$ 2,838.62	\$	-	\$ -	\$ 3,359.26				\$ -	1755.63
	Sales Tax						9.0%				\$ 302.33					Total Weight
	Contractor Markup			3	1%	21%	0%	\$	-	\$ -	\$ -					
	TOTAL WITH MARKUP							\$	-	\$ -	\$ 3,661.59				\$ -	
	TOTAL CO AMOUNT REQUESTED											\$		3,661.59		



Quotation

Attn: SCOTT KENNEDY

Quote #: Q69284

Customer Ref #:

Date: 07/07/23

2764 Welborn Street

P.O. Box 1506 • Pelham, Alabama, 35124 205/664-2950 • 800/868-6798 • fax 205/663-3391

www.centralsteelservice.com

Quoted to: 70238

GARCO CONSTRUCTION PO BOX 2946 SPOKANE, WA 99220

USA

Ship to:

GARCO CONSTRUCTION 820 N POST STREET SPOKANE, WA 99201

USA

2%10N30 w/A # Quantity	DM UM	SPOKANE Description	PREPAID	ABF	THOMA Price Unit	S WOO	ODS Extended Price
# Quantity	UM	Description			Price Unit	UM	Extended Price
1 1 510 2 1 561 3 1 210	EA LB EA LB	QUOTATION VAMATERIAL SUE *********** AVAILABLE FF ESTIMATE 8-1 *DELIVERY VI MUST BE ABI	ALID FOR 3 DAYS SJECT TO PRIOR SALE ALID FOR 3 DAYS SJECT TO PRIOR SALE ALID FOR 3 DAYS SJECT TO PRIOR SALE ALID FOR 3 DAYS SOM STOCK, SUBJECT OBUSINESS DAYS FOR ALID FOR 3 DAYS OBUSINESS DAYS FOR ALID FOR 3 DAYS OBUSINESS OBUSI	**************************************			1100.48 1209.52 65.00
3 1281	LB	Total NO PALLE ESN:BRAD	30 FLT&VAN TARP M- T FRK 3500LBS YW@GARCO.COM	INV			
olled Bar, Plates & eel Sheet offered	Shape: per ½" e offered	d per ASTM A513 or A	olerance unless otherwise req	uested	Subtotal Freight: Tax:		2375.00 0.00 0.00

A588 • A606-4 • A847 • A242 • A572-50 • HARDOX • WELDOX • DOMEX

Central Steel Service, Inc.

Sales Order Acknowledgement

Order #: 178192 Customer PO #: 23-13

Please review and advise of any changes.

Attn: THOMAS WOODS

P.O. Box 1506 • 2764 Welborn Street • Pelham • Alabama • 35124 205/664-2950 • 800/868-6798 • fax 205/663-3391 www.centralsteelservice.com

Sold to: 70238

GARCO CONSTRUCTION

PO BOX 2946

SPOKANE, WA 99220

USA

(T) 509 535-4688

(F)

Ship to:

GARCO CONSTRUCTION

820 N POST STREET

SPOKANE, WA

(T) 509 535-4688

(F)

Date (Ordered		Estimated Ship Date	Buyer	Salesperson					
05/30/23		06/20/23	SCOTT KENNEDY	THOMAS WOOD	THOMAS WOODS					
FOB I	FOB Point		Ship Terms	Ship Via	Mill Test	t Certification				
SPOK.	ANE		PREPAID	CTS	W/SHI	PMENT				
IT#	Quantity	UM	Description		Price Unit	UM Extended Price				
1 100		EA LBS	PL A588/A709-5	OW 5/16" 7" X 120"	206.7013	EA 1653.61				
			STRIPS PLASMA	BURNED FROM PLATE						
2 100	1 96	EA LBS	PL A588/A242 3	/16" 15" X 120"	417.0700	EA 417.07				
			STRIP PLASMA B	URNED FROM PLATE						
3 100		EA LBS	PL A709-50W 7/	8" 48" X 12"	484.3900	EA 484.39				
4 100	1 490	EA LBS	SHT A606-4/A58	8/A709-50W 3/8" 48" X 96"	1012.5600	EA 1012.56				
o0M			CONTINUED ON N	EXT PAGE						
Spec	cial Instruct	ions:			Subtotal: Freight: Tax:					
					TOTAL:					

Confirmed by _____

Central Steel Service, Inc.

Sales Order Acknowledgement

Order #: 178192 Customer PO #: 23-13

Please review and advise of any changes.

Attn: THOMAS WOODS

P.O. Box 1506 • 2764 Welborn Street • Pelham • Alabama • 35124 205/664-2950 • 800/868-6798 • fax 205/663-3391 www.centralsteelservice.com

Sold to:

70238

GARCO CONSTRUCTION

PO BOX 2946

SPOKANE, WA 99220

USA

(T) 509 535-4688

(F)

Ship to:

GARCO CONSTRUCTION

820 N POST STREET

SPOKANE, WA

(T) 509 535-4688

(F)

dered		Estimated Ship Date	Buyer	Salesperson					
05/30/23		06/20/23	SCOTT KENNEDY	THOMAS WOODS					
int		Ship Terms	Ship Via	Mill Test Certification					
ΙE		PREPATO	CTS	W/SHT	PMF.N'	Т			
Quantity	UM	Description		Price Unit	ÛM	Extended Price			
3 1500	EA LBS	W 6 @ 25# A588 240"	3	1134.7567	EA	3404.27			
		PL A709-50W 5/8" 9.	5" X 27"	197.9875	EΑ	791.95			
182	LBS	~~~~~							
2	EA (C 6 @ 13# A709-50W	240"	532.0750	EΑ	1064.15			
520	LBS	mm							
2	EΑ	PL A588/A709-50W 1/	'2" 12" X 122.04"	688.0500	EΑ	1376.10			
415	LBS								
		PL A588/A709-50W 1/	'2" 10" X 15.96"	75.2450	EA	300.98			
				59.4500	EA	237.80			
al Instructi	ons:	CONTINUED ON NEXT P	AGE	Freight: Tax:					
	/23 nt E Quantity 3 1500 4 182 520 2 415 4 91 4 72	723 nt E Quantity UM 3 EA 1500 LBS 4 EA 182 LBS 2 EA 520 LBS	Ship Terms PREPAID P	Ship Terms Ship Via	Ship Terms	Ship Terms			

Confirmed by _____

Central Steel Service, Inc.

Sales Order Acknowledgement

Order #: 178192 **Customer PO #:** 23–13

Please review and advise of any changes.

Attn: THOMAS WOODS

P.O. Box 1506 • 2764 Welborn Street • Pelham • Alabama • 35124 205/664-2950 • 800/868-6798 • fax 205/663-3391 www.centralsteelservice.com

Sold to: 70238

GARCO CONSTRUCTION

PO BOX 2946

SPOKANE, WA 99220

USA

(T) 509 535-4688

(F)

Ship to:

GARCO CONSTRUCTION 820 N POST STREET

SPOKANE, WA

(T) 509 535-4688

(F)

PREPAID CTS W/SHIPMENT T# Quantity UM Description Price Unit UM Extended Price Unit UNIT Extended Price Unit UNIT	Date (Ordered		Estimated Ship Date	Buyer		Salesperson				
POKANE	05/	30/23		06/20/23	SCOTT KE	NNEDY	THOMAS WOOD	S			
T# Quantity UM Description Price Unit UM Extended Price Unit UN Extended Price Unit	FOB Point			Ship Terms		Ship Via	Mill Tes	Mill Test Certification			
T# Quantity UM Description Price Unit UM Extended Price Unit LBS	POK	ANE.		PREPAID		CTS	W/SHT	PMF.N'	Т		
00		Quantity	UM				Price Unit	UM	Extended Price		
OM Special Instructions: REC:7-3:30 FLT&VAN TARP M-INV Subtotal: Freight: Tax: TOTAL: 13543.				PL A588 1-3/4"	96" X 24"		2735.1200	EA	2735.1		
Special Instructions: REC:7-3:30 FLT&VAN TARP M-INV NO PALLET FRK 3500LBS ESN:BRADYW@GARCO.COM 32 TOTAL PCS 5478 TOTAL LBS TOTAL: 13543.		_		PALLET 5'X 12'			65.0000	EA	65.0		
Special Instructions: REC:7-3:30 FLT&VAN TARP M-INV NO PALLET FRK 3500LBS ESN:BRADYW@GARCO.COM Subtotal: Freight: Tax: TOTAL: 13543.											
	Spec REC 10	:7-3:30 F:	LT&VA K 350	OLBS			Freight	•	13543.0		
eraing procedures surcable for AJ88 are recommended for AJ88/AJ72-p0 boar GRADE.	eld	ing proce	dures	s suitable for A5	88 are recom	mended for A588/A			13543.0		

Confirmed by __

Garco Construction

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 09 - RFI 14 - Drill and Epoxy Rebar

				Direct Costs								Subcontra	actor Costs	
					Unit Prices			Item Totals						
ВІ	Description	Qty	Unit	Labor	Equip	Material		Labor	Equipment	Material	Unit Price	Subtotal	Prime Markup	Total w/ Markup
	Drill and Epoxy Dowels at Vaults	1	LS	\$ 1,926.56		\$ 803.53	\$	1,926.56	\$ -	\$ 803.53		\$ -	12%	\$ -
							\$		\$ -	\$ -		\$ -	12%	\$ -
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							\$	-	\$ -	\$ -		\$ -	12%	\$ -
	TOTAL DIRECT 000TO				_				_					
	TOTAL DIRECT COSTS			\$ 1,926.56	\$ -			1,926.56	\$ -	\$ 803.53				\$ -
	Sales Tax					9.0%				\$ 72.32				
	O and the safe of Manufacture			0.101	0.101	0.101		507.00		A 100.00				
	Contractor Markup			31%	21%	21%	\$	597.23	\$ -	\$ 183.93				
	TOTAL WITH MADIZID						•	0.500.70	•	A 050.70				•
	TOTAL WITH MARKUP						\$	2,523.79	\$ -	\$ 1,059.78				\$ -
	TOTAL CO AMOUNT REQUESTED			\$								3,583.57		

Report Selections:	Job:	231300	Job Status:	Active
	Phase:	9020300800	Phase Status:	Active, Inactive, Complete
	Cost Type:	ALL	Division:	ALL
	Tran. Type:	AP, EQ, GL, IC, JC, PR, OH	Customer:	ALL
	Vendor:	ALL	Draw Appl. #:	ALL
	Employee:	ALL	A/P Contract Labor Hours?	No
	Inv. Item:	ALL	Master Job?	No
	Cost Group:	ALL		

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 11/14/23

Including P ()	Receints and P	ayroll in Progress
including F.O	. Neceipis aliu r	ayıdılılı Fidyless

UnPost	ted?		Includir	ng P.O. Receipts and Payroll in	Progress			
Date	Tran Type	Reference	Description	Addition	al Information	Hours	Quantity	f Measure Amount
Job: 23130	0 RIVERFRON	IT S SUSPENSION						
	Phase: 902-6	-03008-00 DRILL/EPOXY -	VAULT Cost Type: L Labor					
07/22/23	PR CASA	ADA	ADAM J CASTLE	Check# F08522		5.00		221.55
07/22/23	PR SCHJI	IEF	JEFFERY S SCHROEDER	Check# F08678		15.00		486.30
07/22/23	PR SELJA	AC	JACOB R SELLERS	Check# F08680		3.00		103.26
07/22/23	PR BURD	DEN - PR	PAYROLL BURDEN					531.00
10/07/23	PR SCHJI	IEF	JEFFERY S SCHROEDER	Check# F11639		2.00		67.44
10/07/23	PR SELJA	AC	JACOB R SELLERS	Check# F11642		2.00		67.44
10/07/23	PR BURD	DEN - PR	PAYROLL BURDEN					91.48
10/14/23	PR JONE	ERI	ERIC T JONES	Check# F11859		3.00		152.85
10/14/23	PR MORJ	JOG	JOSE G MORENO	Check# F11894		2.00		87.64
10/14/23	PR BURD	DEN - PR	PAYROLL BURDEN					117.60
		Subtotal for F	Phase: 902-03008-00 DRILL/EPOX	Y - VAULT Cost Type: L Labor		32.00	0.00	1,926.56

Job 231300 Recap Total for Job: 231300 RIVERFRONT S SUSPENSION

Hours Amount	Labor
902-03008-00 DRILL/EPOXY - VAULT	32.00 1,926.56
Total	32.00 1,926.56



EDGE CONSTRUCTION SUPPLY, INC.

1503 E RIVERSIDE PO BOX 3437 SPOKANE WA 99220

509-535-9841 Fax: 509-534-3139 Toll Free: 800-348-4808 www.edgecs.com

Number	F17479
Date	07/19/2023
Page	1

INVOICE

Construction Supply

Bill-to:

16881

GARCO CONSTRUCTION PO BOX 2946 SPOKANE WA 99220-2946

Ship-to: OFFC

GARCO CONSTRUCTION 4114 E BROADWAY SPOKANE WA 99202

11 1111

Po Numbe	er	Shipped	Salesperson	Inside SIsp	Terms	Tax Code	Doc#	wh Freight	Sh	nip Via
2313		07/18/2023	JMF	LRK	NET 30 DAYS	WASP	H71351	01 PRE/ADD		WC
ltem	Description	on		Committed	Shipped	Backord	'rd им Т		Price им	Extension
SNSET-XP22N SNETB4 SNETB6	W/NOZZI SIMPSON 8" OVERA SIMPSON	SET EPOXY 22 JE BRUSH 1/2X3" ALL BRUSH 3/4X4"		Drill 10 2	10	531.19	0 EA N 0 EA T 0 EA T		60.06 EA 6.20 EA 7.00 EA	600.60 12.40 14.00
SO32-966	MASTERS 10.1 OZ C	SEAL NP 1 BLAC	CK Pack I	Rust 3	\$29.223		0 ea n		9.74 ел	29.22
	NET 12 O.		Contra		\$29.223 ork GAF	ACO CO	0 202 DNST	3 AUCTIO	N	
		Mercha	ndise	Misc	Discou	nt	7	ax	Freight	Total Due
		6	76.32	.00			4.	19	.00	680.5

ORIGINAL INVOICE

... Last Page

LIRMS OF SALE. The terms as herrivaller written shall supersole the terms of Bisyer's order in the event of contradiction or inconsistency, here with. No understanding, agreement, terms, condition or trade customs at variance with or contradictory to the terms and conditions herein set forth shall be binding on the Seller males made in writing and signed by its authorized representative contractions of the seller affecting the subject matter of the order other than those expressly referred to herein. No agreement or other understandings in any way modifying those conditions will be binding upon the Seller males made in writing and signed by its authorized representative. Designed of the seller affecting the subject of the Bisyer, the Bisyer shall lave the prints of seller affecting the subject of the Bisyer of the Bisyer, the Bisyer shall lave the prints of seller affective the memon of framaporation. In unitarity to the Bisyer, the Bisyer shall lave the prints of seller affective the memon of framaporation. The advanced representative than the source of writing the subsect of the Bisyer shall lave the prints of seller's delivery to search or the Bisyer, then the Seller may sell enter that the seller may sell enter the Bisyer shall have the prints of seller's Treatment, and in cases of doubt a rings as to Bisyer's financial responsibility, production may be suspended or sent C.O.D. until strategies and the seller of the Bistyer, then the seller and costs.

4. CONTROE SELS BEYOND SELLERS CONTROE, Seller value in the seller and a singular caused by any contraction of the seller and a singular caused by any contraction of the seller and as the seller may at six options of the seller may at

Do not write below this line

Customer Copy





INVOICE



7208 E INDIANA AVE SPOKANE VALLEY, WA 99212

(509) 922-5901



Date: 08/21/23 Due Date:09/20/23 Inv. No.: 43872

Page No.: 1

GARCO CONSTRUCTION FURNISH ACCOUNT/WA P.O. BOX 2946 SPOKANE WA 99220-2946

Project/Remarks SUSPENSION BRIDGE JOB # 2313 WILL CALL PER ADAM

SHIP VIA	FOB		TERMS	2.2	YOUR #	OUR#	5	SALES REP
GARCO	TSR SH	OP	0/ 0/ N30		JOB 2313			JEFF
DE	SCRIPTION		ORDERED	SHIP	PED	UNIT PRICE		
RI	EFERENCE		UNIT MEASURE	BACKOR	DERED	ITEM DISCOUNT	EXTEN	DED PRICE
#4 REBAR X 20-0			11.		11.0	10.0000		110.00
			G	RECEINAUG 23 ARCO CONST	2023			
Remit by Due I	Date to:	Tri States F 7208 E. Ind Spokane, W	iana Avenue			SUB TOTAL TAX TOTAL		110.00 0.00 110.00
						NET TO PAY		110.0

PRODUCT 13149G

USE WITH 771C ENVELOPE

Deluxe Corporation 1-800-328-0304

INVOICE



White Cap, L.P. PO Box 4944, Orlando, FL 32802-4944 **BRANCH ADDRESS** 047 - SPOKANE (509) 535-5223 3825 EAST TRENT AVE. SPOKANE WA 99202 SPOKANE

INVOICE NUMBER	R
50023132593	3
INVOICE DATE	
07/28/2023	
CUSTOMER PO NUM	BER
2313	

ENROLLMENT TOKEN: LSB GPZ TLP

SOLD TO: 1655000

TERRITORY:

SHIP TO: 1655999

PLEASE REMIT PAYMENT TO:

White Cap, L.P. P.O. BOX 6040 CYPRESS, CA 90630-0040

GARCO CONSTRUCTION PO BOX 2946 SPOKANE WA 99220-2946 YARD-1655999 E 4114 BROADWAY SPOKANE WA 99202

	ER DATE	ORDER NO.	ORDERED BY	ACCOUN	T MANAGER			TAKEN BY		
07/1	9/2023	53970871	ADAM CASTLE	MULLEN	, JOSEPH J		DITURI, MIKE A			
BR	ANCH	ACCT JOB NO.	TERMS		SHIP VIA / ROUT	ring		CUSTOMER	STOMER JOB NO.	
(047	1655999	NET 30 DAYS		0. WILL CA	LL				
LINE	PART NUMBER	BER DESCRIPTION		QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX	
0	HDRDESC 761261937	******	TES: NOA 509-362-3775 SB EPOXY REBAR SPRAY PAINT	1	0 10.39 EA	0	1	0.00	0.0	
	CEIVED VIA EMAIL	JUL 29 2023 CO CONSTRUCTION								

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

1 1				
	For questions regarding th	is invoice please call 1-866-857-0295.	TOTAL GROSS	62.34
1200	NO REFUNDS OR EXCHAN	GES ON NON STOCK MERCHANDISE	TOTAL TAX	0.00
	Visit https://www.whitecap.com/t	erms/terms-conditions-of-sale-terms to view terms and conditions.	TOTAL SHIPPING AND HANDLING	0.00
RECEIVED BY:	CASTLE, ADAM	SIGNATURE COPY ON FILE	TOTAL INVOICE	62.34

WHITE CAP

ON ACCOUNT



047 - Spokane 3825 East Trent Ave. Spokane, WA, 99202 (509) 535-5223

PACKING SLIP

53970871

1655000 Sold

To:

GARCO CONSTRUCTION

PO BOX 2946

SPOKANE, WA, 99220-2946

509-535-4688

Delivery

: 25596316

Ship To:

YARD-1655999, 1655999 E 4114 BROADWAY SPOKANE, WA, 99202

Job Site Contact: Job Site Phone:

Map #:

Printed By : ZACHARY H

Printed Date: 07/27/2023 04:09 PM PACIFIC

Ordered By ADAM CASTLE

C --- 4 -- 4 DI # .

Timed Date .	07/27/2023 04:09 FIVE	Oraerea By	: ADAM	CASTLE						
Order Number	Order Date	Request Customer P				Ship via/Rou	Ship via/Routing Sale			Created By
53970871	07/19/2023			7/21/2023 2313 N30D 0. Will C				Mı	Michael D	
LN	Part#	Descri		Quantity	y	I	J/M	Price	Amount	
Bin	Bin H/M LOT / S/N NOA 509-362-3775 ***********************************		ORD	SHP	ВКО	Un	it WT	COO	Applied	
1 761261937 12OZ GREEN SB EJ REBAR SPRAY F 1-A04 RUST OLEUM		AY PAINT	6	6	0		EA 7 LBS			
2-S06							LDG			

902-03008-00

REPORT DISCREPANCIES WITHIN 24 HRS.

IF YOU DIDN'T RECEIVE THE SERVICE YOU EXPECTED CALL STEPHEN HUFFMAN 916-889-5156 NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE

SIGN:_

SHIPPED WEIGHT: 7.02 LBS

PULLED BY: ____

CHECKED BY: _____ LOADED BY: ____

For all shipments being transported in WHITE CAP marked vehicles, WHITE CAP is the Carrier and Shipper. For shipments being transported by unrelated third parties, WHITE CAP is the Shipper. Download any needed Safety Data Sheets (SDS) online today at https://www.whitecap.com/help-center/osha-standards-safety-data-sheets

Scan for Terms and Conditions



Garco Construction 11/14/2023

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 011 - Vault 1 Unforseen Conditions

					Direct Costs								Subcontractor Costs				
					Unit Prices				Item	Totals							
ВІ	Description	Qty	Unit	Labor	Equip	Material		Labor	Equi	ipment	Material	Unit Price	Subtotal	Prime Markup	Tota Marl	al w/ kup	
	Cost to remove thickened concrete	1	LS	\$ 1,748.10	\$ 247.84		\$	1,748.10	\$	247.84	\$ -		\$ -	12%	\$	-	
							\$		\$	-	\$ -		\$ -	12%	\$	-	
							\$		\$	-	\$ -		\$ -	12%	\$	-	
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							\$	-	\$	-	\$ -		\$ -	12%	•	-	
							\$	-	\$	-	\$ -		\$ -	12%	\$		
	TOTAL DIRECT COSTS						¢	1,748.10	¢.	247.84	\$ -				\$		
	Sales Tax					9.0%	Φ	1,740.10	Φ.	247.04	\$ - \$ -				Ф		
	Odles Tax					9.0%					φ -						
	Contractor Markup			31%	21%	21%	\$	541.91	\$	52.05	\$ -						
	TOTAL WITH MARKUP						\$	2,290.01	\$	299.89	\$ -				\$	-	
	TOTAL CO AMOUNT REQUESTED											\$			2.58	89.90	

Report Selections:	Job:	231300	Job Status:	Active
	Phase:	9070200300	Phase Status:	Active, Inactive, Complete
	Cost Type:	ALL	Division:	ALL
	Tran. Type:	AP, EQ, GL, IC, JC, PR, OH	Customer:	ALL
	Vendor:	ALL	Draw Appl. #:	ALL
	Employee:	ALL	A/P Contract Labor Hours?	No
	Inv. Item:	ALL	Master Job?	No
	Cost Group:	ALL		

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 11/14/23

UnPost	ed?	Including P.O. Receipts and Payroll in Progress								
Date	Tran Type Reference	Reference Description Additional Information Hours								
	0 RIVERFRONT S SUSPENSI				Quantity	Amount				
00D. 20100		_T 1 - DIFF SITE COND Cost Type: E Equipment								
10/31/23	AP <u>STAREN</u>	STAR RENTALS	Invoice 712361-13 dated 10/ 5/23			247.84				
	Sı	0.00	0.00	247.84						
	Phase: 907-02003-00 VAUI	LT 1 - DIFF SITE COND Cost Type: L Labor								
10/07/23	PR CASADA	ADAM J CASTLE	Check# F11501	4.00		179.04				
10/07/23	PR SCHJEF	JEFFERY S SCHROEDER	Check# F11639	13.00		438.36				
10/07/23	PR SELJAC	JACOB R SELLERS	Check# F11642	13.00		438.36				
10/07/23	PR BURDEN - PR	PAYROLL BURDEN				692.34				
	Su	ubtotal for Phase: 907-02003-00 VAULT 1 - DIF	F SITE COND Cost Type: L Labor	30.00	0.00	1,748.10				
Job 231300) Recap	Total for Job: 231300 RIVERFRONT S SUS	PENSION	30.00	0.00	1,995.94				

Hours Amount	Equipment	Labor	Total
907-02003-00 VAULT 1 - DIFF	0.00	30.00	<i>30.00</i>
SITE COND	247.84	1,748.10	1,995.94
Total	0.00	30.00	30.00
	247.84	1,748.10	1,995.94

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 11/14/23

Including D (∩ Pacainte and	l Pavroll in Progress
IIICIUUIIIU F.V	D. Neceibis and	i Favioli III Fiouless

UnPosted?		Including P.O. Receipts and Payroll in Progress									
Date Tran Type	Referen	ce	Des	scription	Additional Informati	on Hours	Quantity	Amount			
Report Recap by Job				5 records pro	cessed Report Totals	30.00	0.00	1,995.94			
Hours Amount	Equ	iipment	Labor	Total							
231300 RIVERFRONT SUSPENSION	· s	0.00 247.84	30.00 1,748.10	30.00 1,995.94							
Total		0.00 247.84	30.00 1,748.10	30.00 1,995.94							

Remit To:

STAR RENTALS INC PO BOX 3875 SEATTLE WA 98124-3875

www.starrentals.com

Invoice

Closed	Invoice#
Thu 10/ 5/2023	712361-13

Bill to:

Customer #: 133743

GARCO CONSTRUCTION

P O BOX 2946

SPOKANE WA 99220 2946

Job Descr: Ped Bridge/2313

PO #: 2313 Job No: 2313

Date Out Tue 10/3/2023

Terms	Aging Date
 Net 10th	Thu 10/ 5/2023

Ordered By: Adam

Used at Address

Adam

Ped Bridge

Spokane Falls Blvd and Post

SPOKANE, WA 99202

Qty	Key	Items	Ser#	Disc%	Returned Date	Price
1	085-0010#R4528	SAW, GAS/ELEC 8-13HP HUSQVARNA HS400LV	20211300982		Wed 10/ 4/2023 12:34PM	\$130.50
		\$270.00 4weeks \$520.00 d on 10/4/2023 for 085-0010#R4782				
1	085-0120-13 18" Blade out .317 .31	DIAMOND BLADES 14" USAGE 18, .326				\$0.00
1	085-0010#R4782	SAW, GAS/ELEC 8-13HP HUSQVARNA FS400LV	20212101515		Thu 10/ 5/2023 9:26AM	\$94.50
	1day \$75.00 1week \$	\$270.00 4weeks \$520.00		The state of the s		

RECEIVED VIA EMAIL

0CT - 6 2023

GARCO CONSTRUCTION

Current Net 10th

Please pay from this invoice.

Total Amount:	\$247.84		Total Paid	\$0.00	Total Due:	\$247.84
\$225.00		\$2.81		organization of the state of th		\$20.03
Rental and Sales:		WA HERT:			SPOR	KANE VALLEY:

509-924-8080

www.starrentals.com

509-924-1652

Garco Construction 11/17/2023

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 012 - Howard Street Lighting 2

				Direct Costs						Subcontra	ctor Costs				
					Unit Prices				Item Totals						
ВІ	Description	Qty	Unit	Labor	Equip	Material		Labor	Equipment	Material	Unit Price	Subtotal	Prime Markup		otal w/ arkup
	Provide cover for open box	1	EA	\$ 82.33			\$	82.33	\$ -	\$ -	\$ 307.37	\$ 307.37	12%		344.25
							\$	-	\$ -	\$ -		\$ -	12%		-
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							\$	-	\$ -	\$ -		\$ -	12%	\$	-
	TOTAL DIRECT COSTS						\$	82.33	\$ -	\$ -				\$	344.25
	Sales Tax					9.0%	Φ	02.33	Φ -	\$ - \$ -				Φ	344.23
	Jaies I ax	+		1		9.0%				φ -					
	Contractor Markup			31%	21%	21%	\$	25.52	\$ -	\$ -					
	· ·						Ĺ								
	TOTAL WITH MARKUP						\$	107.85	\$ -	\$ -				\$	344.25
1	TOTAL CO AMOUNT REQUESTED										\$				452.11

ELECTRICAL COST ESTIMATE DETAIL PRICING

CNTR: Garco

JOB: RFP South Suspension Bridge



OJ:		SUBCNTR:						_		DATE: 9/11/23				
		QUANTITY MATERIALS COST				LABOR COS	ST		EQUIPMENT					
						EACH	TOTAL	HOURLY	TOTAL				TOTAL	
	DESCRIPTION	QTY	PER	PER UNIT	TOTAL	HOURS	HOURS	RATE	LABOR	QTY	PER	PER UNIT	EQUIPMEN'	
(Gabe DeLarosa					3			\$234.63					
2	2420 2024.004					Ŭ	Ŭ	Ψ/ Ο.Σ 1	φ201.00					
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S	SUBTOTALS					3	3		\$234.63					
		Subtotal N	/aterial	c			Subtotal Lab	or	\$234.63		Subtotal	Equipment		
		Subtotal IV	ialtiia			1	Cubiciai Lab	OI .	ψ254.03		Subiolai	Lyuipinieni	1	
		Mostria	ot 240/				Mork st	240/	¢70.74		Mostri	at 210/		
		Mark-up	at 21%	,		4	Mark-up at 3	51%	\$72.74		Mark-up	at 21%		
		Sales Ta	k at 9%)		1							ļ	
		TOTAL A	14755	IALC			TOTAL LAB	.O.D.	207.07		TOTAL	EQUIPMENT	1	
TOTAL MATERIALS				1		I O I AL LAB	UK	307.37		IOTAL	EQUIPMENT	1		

TOTAL	\$307.37

Garco Construction 11/28/2023

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 13 - Duct Bank Replacement

						Direc	ct C	osts				Subcontra	ctor Costs	
					Unit Prices				Item Totals					
ВІ	Description	Qty	Unit	Labor	Equip	Material		Labor	Equipment	Material	Unit Price	Subtotal	Prime Markup	Total w/ Markup
	Demo/Excavate/Backfill	1	LS	\$ 2,420.00	\$ 2,050.00		\$	2,420.00	\$ 2,050.00	\$ -	\$ 23,260.00	\$ 23,260.00	12%	\$ 26,051.20
	Duct Bank		LS				\$	-	\$ -	\$ -	\$ 15,040.00		12%	
	Replace Slab		LS	\$ 5,910.00		\$ 5,282.00	\$	5,910.00	\$ -		\$ 3,575.00	\$ 3,575.00	12%	
	Cold Weather	1	LS	\$ 1,736.70	\$ 3,225.00		\$	1,736.70	\$ 3,225.00	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
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							\$	-	\$ -	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	\$ -
	TOTAL DIRECT COSTS			\$10,066.70	\$ 5,275.00			10,066.70	\$ 5,275.00	\$ 5,282.00				\$ 46,900.00
	Sales Tax					9.0%				\$ 475.38				
	Contractor Markup			31%	21%	21%	\$	3,120.68	\$ 1,107.75	\$ 1,209.05				
	TOTAL WITH MARKUP						\$ ^	13,187.38	\$ 6,382.75	\$ 6,966.43				\$ 46,900.00
	TOTAL CO AMOUNT REQUESTED										\$	<u> </u>	l	73,436.56

Garco Construction 11/28/2023

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 15 - Paint Corbels

				Direct Costs					Subcontractor Costs					
					Unit Prices				Item Totals					
ВІ	Description	Qty	Unit	Labor	Equip	Material	Lab	or	Equipment	Material	Unit Price	Subtotal	Prime Markup	Total w/ Markup
	Prep and Paint Corbels	1	LS	\$ 1,400.00	\$ 300.00	\$ 800.00	\$ 1,40	0.00	\$ 300.00	\$ 800.00		\$ -	12%	
							\$	-	\$ -	\$		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
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	TOTAL DIRECT COSTS						\$ 1,40	0.00	\$ 300.00	\$ 800.00				\$ -
	Sales Tax	+				9.0%	φ 1,40	0.00	\$ 300.00	\$ 72.00				Φ -
	Gales Tax					9.076				Φ 72.00				
	Contractor Markup			31%	21%	21%	\$ 43	4.00	\$ 63.00	\$ 183.12				<u> </u>
	Contractor Markap	-		3170	2170	2170	Ψ 40	7.00	Ψ 03.00	ψ 100.12				
	TOTAL WITH MARKUP						\$ 1,83	4.00	\$ 363.00	\$ 1,055.12				\$ -
	TOTAL OO AMOUNT DEGUEOTED										•			
	TOTAL CO AMOUNT REQUESTED										\$			3,252.12



< 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 lo	License #	Count	Details	Status	Expiration da First issuance
Ellensburg General Business - Non-Resident				Active	Mar-31-2024 Feb-11-2020
Federal Way General Business - Non-Resident	15-105228-0)(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	T12054470B	L		Active	Mar-31-2024 Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2024 Jun-12-2009



Endorsements held at this lo	License #	Count	Details	Status	Expiration da First issuance
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 gove	erning people not re	egistered with Secretary of	State	
Governing people			Title		
BARNETT, HOLLIS					
HOOPER, JEFF A					
WELSH JR, JAMES T					
WELSH, CLANCY					
WELSH, JAMES T					
Registered Trade N	lames				
Registered trade names		Status			First issued

Registered trade names	Status	First issued
GARCO CONSTRUCTION	Active	Mar-14-2019
GARCO CONSTRUCTION, INC.	Active	Mar-14-2019
	The Business Lookup information is upo 12/7/2023 8:11:56 AM	dated nightly. Search date and time:

Contact us

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



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	23035
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

Spokane Park Board Briefing Paper



	I		
Committee	Golf	Committee meeting date: 1	12/12/2023
Requester	Mark Poirier	Phone number: 6	625-4653
Type of agenda item	OConsent ODiscus	ssion	Action
Type of contract/agreement	New Renewal/ext.	Lease Amendment/chang	ge order Other
City Clerks file (OPR or policy #)	OPR 2019-0940		
Master Plan Goal, Objective, Strategy	Maintain and Care	Master Plan Priority Tier:	first
(Click HERE for link to the adopted plan)		(pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Golf professional Steve Co amendment/Downriver gol	onner Exhibit B (section 7.2) contra	ct
the agenua)	amenamen 2 e mant en gen	. 654.551	
Begin/end dates	Begins: 01/01/2023	Ends: 12/31/2024	06/01/2525
Background/history:			
Exhibit B (section 7.2) allows for re			
of course rounds. For years 2020,	•	,	•
(existing contract language). Contr	act requires a recalcula	tion of average rounds for year	ars 4 & 5.
The revised 10-year average is cal-	culated at 44,900 round	s, for years 2023 and 2024.	
For calendar years 2023-2024 the	•	•	sharing based
on the revised 10-year average of	14,900 paid rounds of g	oif at Downriver goif course.	
Motion wording: To approve golf professional Steve Conn	er Exhibit B (section 7.2) co	ntract amendment/Downriver golf o	course.
Approvals/signatures outside Parks:	Yes No)	
If so, who/what department, agency or co	•		
Name: Steve Conner	Email address: sconner@	②spokanecity.org Phone	:509-993-6859
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Mark Poirier			
Grant Management Department/Name:			
Fiscal impact: C Expenditure	Revenue	4.	
Amount:	Budget co	ae:	
Vendor:	New vendor		
Supporting documents:			, .
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C		N-9 (for new contractors/consultants/	
UBI: 601-432-842 Business license exp		ACH Forms (for new contractors/consunsurance Certificate (min. \$1 million in	



CITY OF SPOKANE PARKS AND RECREATION

NO-COST CONTRACT AMENDMENT

Title: 2019 AGREEMENT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE

This No-Cost Contract Amendment is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION as ("City"), a Washington municipal corporation, and STEVE CONNER, PGA GOLF PROFESSIONAL dba RIVERLINKS GOLF INC., whose address is 3225 N. Columbia Circle, Spokane, Washington 99205 as ("Golf Professional"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Golf Professional at Downriver Municipal Golf Course agreed to provide Golf Professional services throughout the playing season; and

WHEREAS, changes regarding the commission have been negotiated, thus, the original Contract needs to be formally Amended by this written document, and shall include no additional compensation for the Work performed under this Contract Amendment; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 21, 2019 and October 22, 2019, 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 January 1, 2020 and shall run through December 31, 2024.

3. AMENDMENT.

The original Contract is revised to include the Commission Split for Operation of Downriver Municipal Golf Course is attached as the **Revised Exhibit B** and made part of this Agreement.

4. COMPENSATION.

The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus, this is considered a "no-cost" Contract Amendment.

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.

STEVE CONNER dba RIVERLINKS GOLF INC.	CITY OF SPOKANE PARKS AND RECREATION				
By	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:					
Attachment – Revised Exhibit B					

M23-322

Exhibit B



City of Spokane Parks and Recreation Division

COMMISSION SPLIT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE

This COMMISSION SPLIT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE ("Exhibit B") is made and entered into by and between the **City of Spokane Parks and Recreation Division** as ("City"), a Washington municipal corporation, and **STEVE CONNER, PGA GOLF PROFESSIONAL d/b/a RIVERLINK'S GOLF INC.**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

WHEREAS, the parties entered into an Agreement wherein the Professional agreed to provide for the operation and maintenance of the City's Municipal Golf Course – DOWNRIVER; and

WHEREAS, a division or split in DOWNRIVER commission has been negotiated, and this City's Exhibit B delineates those proportions.

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

1. COMMISSION / SPLIT CONSIDERATION.

The Scope of Work in the original Agreement, Section 6 & Section 7 is revised to include the following:

Section 6. CONSIDERATION PAID TO PARKS AND RECREATION.

- 6.1 Parks and Recreation Division shall be entitled to the following proceeds:
 - a. ONE PERCENT (1%) of gross receipts from the operation of the practice range;
 - b. ONE PERCENT (1%) of gross receipts from rental of golf carts and pull-carts;
 - c. ONE PERCENT (1%) of gross receipts from Pro Shop sales, which include club rentals;
 - d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons;
 - e. FORTY PERCENT (40%) of gross receipts from facility rentals.
 - f. EIGHTY PERCENT (80%) of gross receipts for the rental of the golf course for weddings;
 - g. NINTEY TWO AND A HALF PERCENT (92.5%) of Green Fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives; and

h. ZERO PERCENT (0%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Division.

Section 7. CONSIDERATION PAID TO THE PROFESSIONAL.

- 7.1 The Professional shall be entitled to the following:
 - a. NINETY NINE PERCENT (99%) of gross receipts from the operation of the driving range.
 - b. NINETY NINE PERCENT (99%) of gross receipts from rental of golf carts and pull carts.
 - c. NINETY NINE PERCENT (99%) of gross receipts from Pro Shop sales, including club rentals.
 - d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons.
 - e. SIXTY PERCENT (60%) of gross receipts from facility rentals. This includes the apartment, should it be rented during the Agreement.
 - f. TWENTY PERCENT (20%) of the gross receipts for the rental of the golf course for weddings.
 - g. SEVEN AND A HALF PERCENT (7.5%) of Green fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives.
 - h. ONE HUNDRED PERCENT (100%) of Food and Beverage (F & B) Sales.
 - ONE HUNDRED PERCENT (100%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Division.
- 7.2 The City shall pay the Professional the following revenue, if applicable post accounting closing entries of the golf season:

For calendar years 2023-2024, the Professional will be entitled to revenue sharing calculated on the number of paid rounds of golf played at DOWNRIVER, based on the average number of paid rounds played per year for the last ten (10) years. Rounds are defined as regular rounds, discount rounds, tournament rounds, and hotel rounds. For calendar years 2023-2024, the adjusted average number of total rounds per year used to calculate revenue sharing is FORTY-FOUR THOUSAND NINE HUNDRED (44,900). Therefore, revenue sharing for calendar years 2023-2024 will be calculated as follows:

If the total number of rounds in a calendar year is greater than FORTY-FOUR THOUSAND NINE HUNDRED (44,900)/year but less than FORTY-FIVE THOUSAND EIGHT HUNDRED AND NINETY-NINE (45,899) rounds per year, the Professional will receive TEN PERCENT (10%) of the increased revenue from those rounds.

If the total number of rounds in a calendar year is greater than FORTY-FIVE THOUSAND NINE HUNDRED (45,900)/year but less than FORTY-SIX THOUSAND EIGHT HUNDRED AND NINETY-NINE (46,899) rounds per year, the Professional will receive TWENTY PERCENT (20%) of the increased revenue from all rounds greater than FORTY-FOUR THOUSAND NINE HUNDRED (44,900).

If the total number of rounds in a calendar year is greater than FORTY-SIX THOUSAND NINE HUNDRED (46,900)/year, the Professional will receive 30 PERCENT (30%) of the increased revenue from all rounds greater than FORTY-FOUR THOUSAND NINE HUNDRED (44,900).

- 7.3 The Professional agrees to fund capital improvements at the golf course during the contract period as partial consideration for the City taking the same percentage of green fees, range and cart rental fees. These improvements will be implemented by the Professional, no later than December 31, 2020, unless the City agrees to extend this date. The Professional agrees these improvements will belong to the City and the conclusion of this contract period and will not be included under the 2019 Agreement for Operation of Downriver Municipal Golf Course section 3.9 (g) depreciation schedules for reimbursement. Capital improvements have an estimated value of \$125,000. These capital improvements include:
 - a. Adding a customer deck to the south side of the building overlooking the 18th green
 - b. Improving the aesthetics of the golf cart corral storage area by constructing a cinderblock wall with gates/doors
 - c. Remodeling the Pro Shop retail space
 - d. Replacing kitchen equipment as necessary

The Professional also agrees to partner with the City to fund mutually desirable capital improvements at the golf course during course construction as partial consideration for the City taking the same percentage of green fees, range and cart rental fees. The Professional agrees these improvements will belong to the City and the conclusion of this contract period and will not be included under the 2019 Agreement for Operation of Downriver Municipal Golf Course section 3.9 (g) depreciation schedules for reimbursement. These capital improvements do not have an estimated value and the time of executing this contract. These mutually desirable capital improvements may include the following projects if deemed financially feasible by both the City and the Professional:

- e. Expanding the driving range hitting stations/double deck driving range
- f. Exterior modernization of the roof/roofline facade of the Clubhouse building.
- 7.4 The City is currently implementing strategic on course facility improvements at all four (4) City owned courses. Downriver is scheduled for irrigation system upgrades, along with other course improvements in either 2020-2021, or 2021-2022. The City and Professional mutually agree to conduct this project in the least disruptive method, to minimize revenue loss to both parties. The City and Professional agree that a one (1) year extension to the original contract period (2019-2024) may be added to the original contract inlieu of a cash reconciliation for revenue loss experience by the Professional during construction.



				City of Spokane
AGENDA SHEET FOR PARK	BOARD MEETING	OF: Oct. 10, 201	$\frac{9}{(\Delta)}$	PARKS
Description of the control of the co	son Conley	Phone No. 625-6211	DD 8	RECREATION
Department: Finance Operations	Recreation/Golf	Riverfront Park	CLERKS' FILE RENEWAL	OPR 2019-094
Committee: Finance Golf La	nd Recreation Riv	verfront UFTC	CROSS REF	- Ks.
Type of contract: ✓ New Renewal	Amendment Ext	ension Other	ENG BID	
Beginning date: 01/01/2020 Expira	tion date: 12/31/2024	_ Open ended	REQUISITION	
AGENDA WORDING:			REC	EIVED
Downriver Golf Professional contract	t		OCT 2	2 3 2019
			CITY CLE	RK'S OFFICE
megal +	ent contract for golf profestion issued a Request -2024 (5 years), includir in optional 5-year exten- ofessional d/b/a Riverlir	essional services t for Proposal (RF ng an optional 5-y sion between the nk's Golf Inc. supporting document re	at Downriver (FP) for golf professor renewal. City of Spokar	Golf Course fessional ne and Golf
DISTRIBUTION : Parks: Accounting		mpoirier@spoka	anecity.org	
Parks: Pamela Clarke		sconner@spoka	necity.org	_
Budget Manager: Requester: Jason Co	onley	Ao Carley		
PARK BOARD ACTION:	APPROVED BY SPOKANE	PARK BOARD		
	A			
	President			
	Oct. 10, 201	9		

Fiscal Impact Expenditure:	Budget Account
	Various accounts: 4600-55200-76680-54101
- V1 <u>028, 20</u> 14-	
Revenue:	
Existing vendor New vendor – If so,	please include vendor packet
Supporting documents:	
Quotes/Solicitation (RFP, RFQ, RFB)	W-9 (for new contractors/consultants/vendors)
Contractor is on the City's A&E Roster City of Spokane	ACH Forms (for new contractors/consultants/vendors)
Spokane Business registration expiration date: UBI# 601-432-842 □ 09-24-20 □ 09-24-20 □ 09-24-20 □ 09-24-20	Insurance Certificate (minimum \$1 million in General

Spokane Park Board Briefing Paper



Committee	Golf		,	
Committee meeting date	Oct. 8, 2019			
Requester	Jason Conley			
Requester phone number	625-6211			
Type of agenda item	Consent	Discussion	O Information	Action
Type of contract	New ORe	newal/extension) Amendment/change	order Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language on the agenda)	e agenda) Downriver Golf Professional contract			
Begin/end dates	Begins: 1/01/202	0 Ends: 12	/31/2024	Open ended
Impact if not approved at this time	Existing Golf Pro	fessional Contract exp	oires 12/31/2019	
Background/history: Personal services contracts greater than \$50,000 require a public RFP process administered by Purchasing Department. Parks and Recreation current contract for golf professional services at Downriver Golf Course expires 12/31/2019. Parks and Recreation issued a Request for Proposal (RFP) for golf professional contract services for the years 2020-2024 (5 years), including an optional 5-year renewal.				
Recommendation/motion wording: Recommend a 5-year contract, with an optional 5-year extension between the City of Spokane and Golf Professional Steve Conner, PGA Professional d/b/a Riverlink's Golf Inc.				
Approvals/signatures outside Parks:	Yes	● No		
If so, who/what department, agency or company: Name: Email address: Phone:				
Distribution:		mpoirier@spokanecity		
Parks – Accounting	_	sconner@spokanecity		
Parks – Pamela Clarke	-			
Requester: Jason Conley		<u> </u>	 	
Grant Management Department/Name:				
Fiscal impact: Expenditure Amount:	Revenue Budget code: Various accoun 4600-55200-76			
Vendor:		W-9 (for new cont	tractors/consultants/vendew contractors/consultan	ts/vendors



<u>City of Spokane</u> <u>Parks and Recreation Division</u>

2019 AGREEMENT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE

This Agreement made and entered into this 10th day of October 2019, by and between the **SPOKANE PARKS AND RECREATION DIVISION**, a municipal corporation of the State of Washington, as ("Parks and Recreation Division"), and **STEVE CONNER, PGA GOLF PROFESSIONAL d/b/a RIVERLINKS GOLF INC**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

WHEREAS, the Parks and Recreation Division is the owner of Downriver Municipal Golf Course, which ownership includes the land upon which said Golf Course is located, the buildings and other improvements which are a part thereof; and

WHEREAS, the services of a Golf Professional at Downriver Municipal Golf Course are desired to operate the concession as well as to provide Golf Professional services throughout the playing season; and

WHEREAS, the Parks and Recreation Division wishes to contract with the Professional for the operation of the Clubhouse facilities, Restaurant/Coffee Shop, Pro Shop, and PracticeRange.

- -- NOW, THEREFORE, pursuant to the requirements of the Charter of the Parks and Recreation Division, and in consideration of the mutual covenants contained herein, the parties agree as follows:
- Section 1. <u>CONTRACT DOCUMENTS</u>. This Agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the contract documents, PROVIDED THAT, specific and applicable federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The contract documents are incorporated into this Agreement as fully as if they were set forth herein.
- Section 2. CONCESSION AND LEASE GRANTED. The Parks and Recreation Division hereby grants to the Professional the concession to operate the clubhouse facilities, pro shop, practice range and the restaurant at Downriver Municipal Golf Course at 3225 North Columbia Circle,

Spokane, Washington.

- 2.1 <u>The Concession Premises/Location</u>. The concession shall be conducted on the golf course known as Downriver Municipal Golf Course ("Premises").
- 2.2 Condition of Premises. The Professional and Golf Manager will conduct a walkthrough inspection before 2/1/2020 to determine if any repairs are necessary. If repairs are mutually determined necessary, the Parks and Recreation Division will make necessary arrangements and be financially responsible to complete those immediate repairs before May 1st, 2020. Any repairs not noted or discovered in the mutual walk through inspection, will exclusively be the sole financial responsibility of the Professional whom inspected and examined the Premises, and all facilities, appurtenances and fixtures thereon and accepts the same in their present "AS-IS" condition and agrees the City assumes no liability for and damages or lost revenue to the Professional resulting from any conditions that existing prior to the date of his signature and agrees to make no claims against the City for course contentions that existed prior to the date of signature. The Professional shall not make any alterations, changes, or additions to the clubhouse facilities, pro shop, practice range, restaurant, or any other property or facility, or to any fixtures or equipment owned by the Parks and Recreation Division without prior written consent of the Golf Manager, PROVIDED THAT, any alterations, changes, or additions consented to shall be subject to section 3.9(g) of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.
- Section 3. **OPERATING RESPONSIBILITIES OF PROFESSIONAL.** The following duties and responsibilities shall be the obligation of the Professional, his agents, representatives and employees.
 - Lessons. To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other PGA/LPGA qualified golf instructor, must be available to conduct lessons during normal operating hours throughout the golfing season. Lessons will ONLY be taught by PGA, LPGA members or apprentices in good standing with the PGA.
 - 3.2 Men's and Ladies' Clubs.
 - a. The Professional must offer a minimum of one (1) clinic per season for each Men's and Ladies' Clubs.

b. The Professional must provide good faith efforts to increase active membership in the Men's and Ladies' Clubs.

3.3 Practice Range.

- a. The Professional must supply ONE THOUSAND (1,000) dozen (12 balls per dozen) top-quality, clean range balls, at all times during the golfing season.
- b. Range balls shall be picked up daily or as appropriate to ensure availability and must be easily accessible to the golfing public.

3.4 Pro Shop.

- a. The Professional must display, sell, rent, and otherwise supply to the public all golf goods, clothing, merchandise, golf equipment, golf pull carts and golf cars, all of which will be of good quality, diversity, attentive upkeep, and kept up to date.
- b. The Pro Shop must be staffed with at least two (2) people during "prime time" to meet, without delay, the needs of the golfing public unless there is inclement weather and the Professional determines that one (1) staff member is sufficient. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The Pro Shop must be OPEN and staffed no later than daylight at all times during the golfing season.
- c. Pro Shop employees must be friendly, well-dressed, and courteous to golfers; maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone mannerisms. Employees will not be allowed to use tobacco products of any kind while on shift. Professional will ensure all employees maintain a high level of customer service.
- d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

3.5 General Responsibilities.

- a. Cooperate with the Golf Manager to participate in the successful operation of the Pro Shop, golf course, golf course premises, clubhouse, restaurant and golf professional activities and meet the goals and expectations of the Golf Committee and Spokane Park Board as defined in this Agreement.
- b. Supporting and enforcing Parks and Recreation Division policies to staff and the golfing public.

- c. Regulate the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.
- d. Enforce all rules and operations established by the Park Board of the Parks and Recreation Division, including adherence to the free play policy approved by the Park Board.
- e. Collect all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, sign golfers in, and shall be performed in accordance with Section 8.1 (below), delineating timely transfer of fees and/or payments to the Parks and Recreation Division.
- f. Report tournament, fee, and sponsorship schedules to the Golf Manager each month.
- g. Turn the heat down to sixty (60) degrees when the Clubhouse/restaurant is closed.
- h. Provide and staff a starter for the 1st tee when deemed necessary. Professional needs to be available to the public golfers.
- i. Keeping the Golf Course open for the prescribed hours of play as described in the Parks and Recreation Golf Operations Manual.
- j. All services rendered by the Professional shall be in accordance with the PGA Code of Ethics.
- k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include two (2) Class "A" Assistants or Apprentices. No staff under 21 years of age will be allowed at the desk during the day until 6:00 p.m., unless approved by the Golf Manager. Desk staff will be over 19 years of age after 6:00 p.m., unless approved by the Golf Manager.
- The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the Golf Manager and Park Board.
- m. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Division in having an efficient and successful operation at the Golf Course.

- n. The Professional may conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, restaurant or Golf Pro Shop for any other purpose so long as the Professional obtains the prior express written consent of the Golf Manager. All outside activities on Golf Course premises need prior approval, and revenue received will be divided with the Professional receiving sixty percent (60%) and the Parks and Recreation Division forty percent (40%).
- o. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Golf Manager.
- p. The Professional or designee shall make a daily physical inspection of the Clubhouse/restaurant, adjacent Parks and Recreation Division grounds, and Golf Course during the playing season, and shall report any unusual or unsafe conditions observed during said inspection to the Golf Manager immediately. Such reports shall be followed up in writing and the Professional shall at all times be safety conscious for the life of the Agreement. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse/restaurant area.
- q. Use good faith efforts to promote increased play and income during identified slow-play periods.
- r. Upon City request, the Professional shall provide documentation that dollars (\$) were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse/Restaurant services.
- s. Professional or PGA affiliate shall be available for consistent contact with Men's and Ladies' Clubs, Tournament Chairperson(s) and outside groups.
- t. The Professional or PGA certified designee must cooperate with and be easily accessible daily by the golfing public and organized groups.
- u. The Professional or his/her designee must communicate with the Golf Course Superintendent or designee on a daily basis regarding course conditions, practice range conditions, tournaments, and special events. Disputes between the Professional and the Golf Course Superintendent will be resolved by the Golf Manager.
- v. Equal treatment of all golfers.
- w. Handle reservations in a fair and open manner as per Parks and Recreation Division guidelines.

- x. Promote Men's and Ladies' Club memberships and leagues.
- y. Consistently attend Men's and Ladies' Club meetings and events.
- z. Ensure that all signage in and around the clubhouse/restaurant and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Manager.
- 3.6 <u>Sponsorships</u>. It is in the best interests of both the Professional and the Parks and Recreation Division to support appropriate sponsorship and co-promotional opportunities on the Golf Courses. The Parks and Recreation Division may at any time enter into a sponsorship agreement to promote the operation of the golf course and may share a percentage of the revenue with the Professional, depending on the nature of the sponsorship. If the Professional finds an appropriate sponsorship, the Parks and Recreation Division may agree to enter into an agreement with that sponsor and will share with the Professional the proceeds from that sponsorship. The amount of any sharing will be as mutually agreed between the Professional and the Golf Manager.

3.7 <u>Management Duties</u>.

- a. Professional must be current in the PGA Certification Program.
- b. Marshal the Golf Course daily, except during inclement weather and obvious slow times, to monitor play and check receipts.
- c. Cooperate with the Parks and Recreation Division's Junior program, including testing for knowledge of golf rules and courtesies, and providing a qualified PGA/LPGA instructor for the Parks and Recreation Division City sponsored Junior golf program. This is either the Professional or his/her Assistant(s) responsibility.
- d. Play in Pro/Ams to provide club members an opportunity to participate (Pro and Assistant).
- e. Ensure a high-caliber, quality staff and institution of an ongoing staff-training program, as provided by PGA.
- f. Make a good faith effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals.

3.8 Restaurant/Food Service.

a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Clubhouse/restaurant and for furnishing an adequate stock of food &

- beverage (F & B) supplies for the operation of the restaurant. The Professional may provide F & B services at other locations throughout the Golf Course, with the express prior written consent of the Golf Manager.
- b. The Cafe operation shall be friendly, courteous, and efficient; with quality service, F & B items and clean appearance. Staff shall have a neat and clean appearance.
- c. Prices charged shall be consistent with comparable operations in the area. Menu and prices shall be provided as an Addendum to this Agreement.
- d. The Professional will be solely responsible for obtaining all required F & B permits and licenses and complying with the Spokane Regional Health District Food Safety program.
- 3.9 Pro shop, Clubhouse/restaurant maintenance.
- a. The Parks and Recreation Division will furnish the Professional with a list of Parks and Recreation Division-owned restaurant equipment ('Equipment") as an Exhibit attached hereto as **Exhibit A** (if any City owned equipment is available), which Professional may choose to use all or part thereof. The City will make repairs to this Equipment for the first sixty (60) days from the signature dates of this Agreement. Loaned Equipment which is deemed useless during this Agreement shall be disposed of by mutual consent. When Equipment has to be replaced or repaired, it shall be the responsibility of the Professional. The Parks and Recreation Division may purchase and or replace Equipment at the end of the Agreement, based upon the fair market appraised value at that time.
- b. Maintenance of restaurant/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing and electrical.
- c. The Professional shall be responsible for providing routine maintenance and janitorial services for the Golf Clubhouse/restaurant and Pro Shop. The janitorial services shall include, but not be limited to: cleaning of windows (inside and outside), shampooing and cleaning of all carpets twice a year, annual cleaning of all chairs, daily maintenance of all lavatories, washbasins, other interior furnishings equipment, and fixtures. The Professional agrees to keep the Pro Shop, Clubhouse, and restaurant in a clean and sanitary condition at all times in a manner to the satisfaction of the Parks and Recreation Division.
- d. The Professional the lavatories agrees to keep in the clubhouse/restaurant open at all times the Golf Course or Clubhouse/restaurant is open for business.

- e. The Professional shall keep the bulletin/reader board updated monthly and free of out-of-date notices on a daily basis.
- f. The Professional will be responsible for one hundred percent (100%) of all personal telephones, fax machines, computer equipment and services. Additionally, the Professional will be responsible for fifty percent (50%) of the Parks and Recreation Division telephone service. The Parks and Recreation Division will pay the natural gas and electric charges and will reimburse the professional for one hundred (100%) of internet expenses related to operating the provided point of sale system.
- g. The Parks and Recreation Division encourages capital project improvements by the Professional. Prior to capital project approval the Parks and Recreation Division will determine the value of the improvement and will work out a depreciation schedule, where if the Professional leaves prior to the total depreciation of the improvement, the Parks and Recreation Division will buy-out the remaining value. All improvements will be clearly defined and become an agreed upon written Addendum to this Agreement.
- h. The Parks and Recreation Division will pay for the installation of a monitored burglar alarm system at the Clubhouse/restaurant and the Professional will pay the monthly service charge for the system.

3.10 Golf Carts.

- a. The Professional shall make a minimum of forty (40) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. Carts will not be more than five (5) years old unless with written permission from the Golf Manager the golf cart fleet may be extended if the appearance and condition of the fleet is in satisfactory condition.
- b. The Professional may purchase or lease new golf carts during the term of this Agreement and the Parks and Recreation Division has the option to purchase or assume lease of those carts upon expiration or early termination of this or subsequent agreements, at current appraised value, from the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:
 - i) The Parks and Recreation Division must approve the purchase price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to the Parks and Recreation Division: and
 - ii) The carts purchased will be subject to a five-year (5) amortization of

the agreed upon purchase price; and

- c. Arrangement shall be made by the Professional for fueling of the golf carts. Professional may choose to provide his/her own fuel, which shall only be dispensed from an approved above ground fuel tank. If Professional installs his/her own tank, location must be prior approved by the Parks and Recreation Division. The Professional may request to purchase fuel from the Parks and Recreation Division. All fueling arrangements will be made between the Professional and the Golf Manager.
- Section 4. TERM. This Agreement shall commence on January 1, 2020, and shall terminate December 31, 2024. The Golf Manager, with the approval of the Park Board may extend this Agreement for one (1) additional five (5) year term. Any extensions will be conditioned on the Professional's previous Term's operation having been performed to sole discretion of the Park Board and the Golf Manager's satisfaction. The Golf Professional will advise the Golf Manager, in writing, no later than February 1, 2024, of his or her desire to extend the Agreement. The extension request shall not be entertained if the Golf Professional is in any form of default. This does not preclude the Parks Division from issuing Requests For Proposals (RFP) for the following term.
 - 4.1 <u>Annual Evaluation</u>. The Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than February 15th of each year and prior to any Agreement extension. Results of the annual evaluation will be discussed and shared with the Golf Committee.
- Section 5. GOLF MANAGER. The Golf Manager shall be the designated representative of the Parks and Recreation Division for the purpose of supervising and managing the Golf Course grounds, Clubhouse/restaurant operations, and to ensure compliance with the terms and conditions of this Agreement. The Professional shall first address any concerns to the Golf Manager.
 - Maintenance. The Parks and Recreation Division shall be responsible for the maintenance of Golf Course grounds, the practice range, parking area, snow removal in the parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, helping with general litter clean-up of the parking area, replacement of light bulbs, minor plumbing of restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole expense of the Professional. If the Professional and Golf Manager disagree on the definition of appropriate maintenance, a mutually agreed third-party will be consulted to reach a resolution.

- 5.2 <u>Golf Course Marshal</u>. The Parks and Recreation Division may, at its own cost and expense, provide a golf marshal at the course who shall ensure all players have paid the necessary fees and been issued receipts, as well as provide other customer service as directed by the Golf Manager.
- 5.3 <u>Rules and Regulations</u>. The Park Board of the Parks and Recreation Division shall fix, by resolution, rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse/restaurant, including but not limited to: minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number), minimum numbers of hours the Golf Pro Shop and restaurant are to be kept open each day and each week, amount of all fees, including but not limited to: Greens fees, private cart daily fees, annual private cart permit fees and season ticket fees.

Section 6. CONSIDERATION PAID TO PARKS AND RECREATION.

6.1 Shall be addressed in a forthcoming Amendment to the original Agreement reconciling the commission or split between the City and The Professional.

Section 7. CONSIDERATION PAID TO THE PROFESSIONAL.

7.1 Shall be addressed in a forthcoming Amendment to the original Agreement reconciling the commission or split between the City and The Professional.

Section 8. COLLECTION OF FEES BY PROFESSIONAL.

- 8.1 Unless granted a waiver the Professional shall cause to be delivered and deposited in the Parks and Recreation Division's designated bank, once every twenty four (24) consecutive hours, monies collected due and owing to the Parks and Recreation Division and all greens fees, all deposit receipts, required reports and season ticket sales. The Professional may deduct those amounts owed to him as provided in Section 6.1. In the event of a deposit shortage, the Golf Professional will be responsible for the entire amount of the shortage in the deposit. In the event of an overage in the deposit, the Golf Professional and the Parks and Recreation Division will equally split the amount of the overage. The Professional shall deliver all deposit receipts and required reports to the Parks and Recreation Division accounting office by no later than 4:00 p.m. on each Tuesday of each week during the playing season.
- 8.2 The Parks and Recreation Division shall install and maintain a system of records and accounts of fees and gross revenues from which the amounts

of fees and gross revenues from all sources can be readily ascertained. The Professional shall use such system for all fees and monies collected and received at the Golf Course; however, the Professional may install and maintain at his expense a system for Restaurant and lesson sales if such system is prior approved in writing by the Golf Manager. The Professional shall permit the Parks and Recreation Division, through its designated representatives, to inspect such accounts and all other business records concerning operations at the Golf Course.

- 8.3 At the end of the year, a financial report shall be sent to the Parks and Recreation Division of Spokane.
- 8.4 The Professional shall follow the collection of fees process as currently directed by Parks and Recreation Division, to include the City of Spokane Cash Handler Policy and Procedures Manual.

Section 9. **INDEMNIFICATION, INSURANCE, BOND.**

- 9.1 <u>Indemnification</u>. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, representatives or its agents. Each party shall be responsible for its own negligence and shall defend, indemnify and hold the other party harmless from any loss, liability, damage, death or injury to any person or property, caused from any act or omission of itself, its agents, representatives or employees (including reasonable attorney fees and court costs and amounts paid in settlement and judgment).
- 9.2 <u>Insurance</u>. The Professional shall throughout the duration of this Agreement, provide and maintain at his expense, in forms satisfactory to the Parks and Recreation Division a policy or policies for each of the following types of insurance coverage:
- a. Combined single limit liability insurance covering bodily injury and property damage in an amount not less than ONE MILLION DOLLARS (\$1,000,000). Said insurance shall be on the comprehensive or commercial general liability occurrence form with coverage to include premises liability, golf cart liability, blanket contractual liability, owners and contractors protective liability (covering work performed for the Professional by independent contractors rather than employees), products and completed operations liability, stopgap liability, and the broad form comprehensive general liability endorsement, and liquor liability coverage.
- b. Statutory Washington Worker's Compensation Insurance and

- a minimum of ONE MILLION DOLLARS (\$1,000,000) Employer's Liability Insurance for all employees of the Professional.
- c. Comprehensive Automobile Liability insurance for owned, hired, and non-owned automobiles in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- d. Professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- e. The Professional shall furnish Parks and Recreation Division with a Certificate of Insurance (COI) evidencing coverages in items a, b, c, and d (above) and shall provide an Additional Insured endorsement naming the Parks and Recreation Division of Spokane as Additional Insured under items a and c.
- f. The Professional, at the Professional's option may purchase and maintain such insurance as will insure the Professional against loss of use of the Professional's, and Parks and Recreation Division property due to fire or other hazards, however caused. The Professional waives all rights of action against the Parks and Recreation Division for loss of use of the Parks and Recreation Division and Professional's property, including consequential losses due to fire or other hazards - however caused.
- 9.3 <u>Bond</u>. The Professional shall continuously maintain at his sole expense a Surety/payment guarantee or employee dishonesty Bond covering collection of fees on the Premises for the benefit of the Parks and Recreation Division. The Bond shall be in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) and must cover all employees. The Professional must additionally provide broad form money and securities coverage, both inside and outside the Premises in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00).
- 9.4 Proof of the above requirements must be provided to the Parks and Recreation Division upon execution of this Agreement. The policies required hereinshall provide not less than thirty (30) days prior written notice to the Parks and Recreation Division of any cancellation, expiration, modification, or reduction in coverage or liability limits.

Section 10. **INDEPENDENT CONTRACTOR**. The parties agree and acknowledge

that the Professional is an independent contractor and not the agent or employee of the Parks and Recreation Division or City of Spokane, and that no liability shall attach to the Parks and Recreation Division or City of Spokane as a result of the acts or omissions of the Professional, his agents, representatives or employees. The Professional realizes that the Parks and Recreation Division employs other independent contractors as Golf Professionals and that each Professional's situation is unique. The compensation for each Professional is negotiated and may differ from other Professionals.

Section 11. TERMINATION.

- a. The Parks and Recreation Division reserves the right to terminate this Agreement upon the failure of the Golf Professional to perform any of the terms and conditions of this Agreement. The Parks and Recreation Division shall give ten (10) days written notice to the Professional stating the nature of the default. At the end of this ten (10) dayperiod, the Parks and Recreation Division shall have the right to:
 - i) Enter the Golf Pro Shop and Golf Course and take immediate possession thereof;
 - ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to the Parks and Recreation Division, which shall have accrued to the time of termination of the Professional's rights.
- b. The Professional is subject to immediate termination if the Professional violates any fiduciary duty to the Parks and Recreation Division, including but not limited to, by allowing play at less than the posted rates (excluding discounted rates approved by the Golf Manager).
- c. The Professional is subject to immediate termination if the Professional or any employee is knowingly found to be in violation of food service regulations and/or alcohol service regulations/laws and/or a State issued audit finding solely due to the actions of the Professional.
- d. The Professional may terminate this Agreement by giving ninety (90) days prior written notice. Such notice shall be given to the Golf Manager.

Section 12. TIME TO BE DEVOTED BY PROFESSIONAL.

- a. <u>General</u>. It is mutually understood the primary function of the Professional shall devote such time as necessary to satisfactorily and wholly carry out the duties of this Agreement.
- b. Golf Season. During the golf season, the Professional is expected to be

at the golf course on a regular basis, sufficient to meet the reasonable demands of thepublic and supervisory staff. When the Professional will be away from the golf coursefor a period exceeding forty-eight (48) hours, written notice must be given to the Golf Manager. The Professional shall endeavor to be available to the public during major tournaments. Time off unrelated to the golf business is discouraged. The Professional's personal tournament schedule shall be submitted to the Golf Manager before the season begins. Any changes to the schedule will also be submitted duringthe season.

- c. Non-Golf and Off-Season Activities. Golf Professional acknowledges that it is the Parks and Recreation Division's intent to potentially implement, at its expense, non-golf recreational programs such as hiking, biking, cross-country skiing, snowshoeing, and other similar programs on or near the Golf Course facilities. The Parks and Recreation Division will consult with the Professional to develop said programs and identify potential operational issues with said activities to minimize conflicts with golf operations.
- Section 13. REFUSE CHARGES. Professional will pay the Clubhouse/restaurant refuse charges during the playing season. On or before December 1, it will be the responsibility of the Professional to notify, in writing, the City Solid Waste Management Division to stop regular pick-up and to be certain that service will be changed as necessary to an "on-call" basis. The Superintendent will then be responsible for contacting the Solid Waste Management Division when pick-up is necessary. The Parks and Recreation Division will pay for these "on-call" services, when authorized by the Superintendent. On or before March 1, when the restaurant again re-opens, the Professional will be responsible for notifying, in writing, the Solid Waste Management Division to resume regular pick-ups.

In essence, the Parks and Recreation Division pays for refuse pick-up only during December, January and February.

The Written communications and notices directed above shall be copied and sent to the Golf Manager, Parks and Recreation Division, 5th Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

Section 14. <u>TAXES AND FEES</u>. As an independent contractor, the Professional acknowledges that he is solely responsible for payment of any local, state, or federal taxes or fees with respect to the Professional's agents, representatives and employees and any taxes or licenses applicable to the Professional's business activity at the Golf Course. The Lessee shall

pay any applicable taxes related to its use and occupancy of the Premises, including, but not limited to: the Leasehold Excise Tax required by RCW 82.29A. The burden is on the Lessee to show that it falls within a legal exemption. A monthly rental amount valued at one thousand four hundred sixteen and 67/100 dollars (\$1,416.67) is in effect for the facilities and areas at the time this agreement is executed and will extend until the termination date: unless significant rental value is added to the facilities and areas through new development or renovations.

- Section 1 5. **ASSIGNMENT.** The parties acknowledge and agree that the Professional may not assign, transfer or sublease all or any part of his responsibilities, operations or interests under this Agreement without the express prior written consent of the Park Board. Any unauthorized assignment, sublease or transfer by the Professional shall be null and void and shall terminate this Agreement at the option of the Parks and Recreation Division.
 - Section 16. <u>SEVERABILITY</u>. In the event any one (1) or more of these agreements and covenants are held invalid by a court of competent jurisdiction, they shall be severed and this Agreement shall not be voided in its entirety. This Agreement shall then be interpreted as if such invalid portions and covenants were not contained herein.
 - Section 17. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.
 - Section 18. **NON-WAIVER**. Waiver by the Parks and Recreation Division of any rights hereunder in any one (1) instance shall not be deemed a future waiver of this or any other right by the Parks and Recreation Division in any subsequent instance and shall still insist on full performance of the terms of this Agreement.
- Section 19. <u>LIENS</u>. The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the Premises and shall keep the Premises free and clear of all liens for work performed thereon.
- Section 20. **DISPUTES**. Should situations arise which cannot be resolved by the Professional and the Golf Manager, these questions shall be referred for determination to the Golf Committee of the Park Board and shall be subject to the final resolution by the Park Board as a whole. Any such resolution shall not be deemed a waiver, or future waiver by either party to any action in law or equity.

Section 21. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Professional agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Professional and the subject matter of this Agreement.

Section 22. <u>AUDIT/RECORDS</u>. The Professional and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Professional and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal or state law applicable to the subject matter of this Agreement, the federal or state law shall prevail.

Dated: /6/22/2019	CITY OF SPOKANE PARKS ANI RECREATION DIVISION	D
OF SPONGER	Title: Parks Director, unte	- Irun
Attest:	Approved as to form:	
Sem Hysto City Clerk	Assistant City Attornay	_
City Clerk	Assistant City Attorney	

Steve Conner, dba RIVERLINKS GOLF

Dated: 10/21/19

INC.

E-Mail address, if available: sconner@spokanecity.org

Ву:

Title: <u>Dwne.r</u>

Attachments that are a part of this Agreement:

City of Spokane's Formal Solicitation entitled: RFP # 5125-19

Exhibit A – Parks and Recreation Downriver Restaurant Equipment

Exhibit B - Commission Split for Operation of the Downriver Municipal Golf Course

EXHIBIT A

Downriver Restaurant Equipment

Attachment to Downriver Agreement

As referenced in the Agreement, Section 3.9 (a) the Parks and Recreation Division will furnish the Professional with a list of Parks and Recreation Division owned restaurant equipment ("Equipment").

- A. 3-compartment sink
- B. (2) walk-in coolers
- C. Dishwasher

Exhibit B



City of Spokane Parks and Recreation Division

COMMISSION SPLIT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE

This COMMISSION SPLIT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE ("Exhibit B") is made and entered into by and between the **City of Spokane Parks and Recreation Division** as ("City"), a Washington municipal corporation, and **STEVE CONNER, PGA GOLF PROFESSIONAL** d/b/a **RIVERLINKS GOLF INC.**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

WHEREAS, the parties entered into an Agreement wherein the Professional agreed to provide for the operation and maintenance of the City's Municipal Golf Course – DOWNRIVER; and

WHEREAS, a division or split in DOWNRIVER commission has been negotiated, and this City's Exhibit B delineates those proportions.

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

1. COMMISSION / SPLIT CONSIDERATION.

The Scope of Work in the original Agreement, Section 6 & Section 7 is revised to include the following:

Section 6. CONSIDERATION PAID TO PARKS AND RECREATION.

- 6.1 Parks and Recreation Division shall be entitled to the following proceeds:
 - a. ONE PERCENT (1%) of gross receipts from the operation of the practice range;
 - b. ONE PERCENT (1%) of gross receipts from rental of golf carts and pull-carts;
 - c. ONE PERCENT (1%) of gross receipts from Pro Shop sales, which include club rentals;
 - FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons;
 - e. FORTY PERCENT (40%) of gross receipts from facility rentals.
 - f. EIGHTY PERCENT (80%) of gross receipts for the rental of the golf course for weddings;
 - g. NINTEY TWO AND A HALF PERCENT (92.5%) of Green Fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives; and

h. ZERO PERCENT (0%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Division.

Section 7. CONSIDERATION PAID TO THE PROFESSIONAL.

- 7.1 The Professional shall be entitled to the following:
 - a. NINETY NINE PERCENT (99%) of gross receipts from the operation of the driving range.
 - b. NINETY NINE PERCENT (99%) of gross receipts from rental of golf carts and pull carts.
 - NINETY NINE PERCENT (99%) of gross receipts from Pro Shop sales, including club rentals.
 - d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons.
 - e. SIXTY PERCENT (60%) of gross receipts from facility rentals. This includes the apartment, should it be rented during the Agreement.
 - f. TWENTY PERCENT (20%) of the gross receipts for the rental of the golf course for weddings.
 - g. SEVEN AND A HALF PERCENT (7.5%) of Green fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives.
 - h. ONE HUNDRED PERCENT (100%) of Food and Beverage (F & B) Sales.
 - ONE HUNDRED PERCENT (100%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Division.
- 7.2 The City shall pay the Professional the following revenue, if applicable post accounting closing entries of the golf season:

For calendar years 2020-2022, the Professional will be entitled to revenue sharing calculated on the number of paid rounds of golf played at DOWNRIVER, based on the average number of paid rounds played per year for the last ten (10) years. Rounds are defined as regular rounds, discount rounds, tournament rounds, and hotel rounds. For calendar years 2020-2022, the adjusted average number of total rounds per year used to calculate revenue sharing is FORTY FOUR THOUSAND (44,000). Therefore, revenue sharing for calendar years 2020-2022 will be calculated as follows:

If the total number of rounds in a calendar year is greater than FORTY FOUR THOUSAND (44,000)/year but less than FORTY FOUR THOUSAND NINE HUNDRED AND NINETY NINE (44,999) rounds per year, the Professional will receive TEN PERCENT (10%) of the increased revenue from those rounds.

If the total number of rounds in a calendar year is greater than FORTY FIVE THOUSAND (45,000)/year but less than FORTY FIVE THOUSAND NINE HUNDRED AND NINETY NINE (45,999) rounds per year, the Professional will receive TWENTY PERCENT (20%) of the increased revenue from all rounds greater than FORTY FOUR THOUSAND (44,000).

If the total number of rounds in a calendar year is greater than FORTY SIX THOUSAND (46,000)/year, the Professional will receive 30 PERCENT (30%) of the increased revenue from all rounds greater than FORTY FOUR THOUSAND (44,000).

At the end of 2022 golf season, the parties will meet and determine any future revenue sharing criteria for the remaining two (2) years of this Agreement.

7.3 The Professional agrees to fund capital improvements at the golf course during the contract period as partial consideration for the City taking the same percentage of green fees, range and cart rental fees. These improvements will be implemented by the Professional, no later than December 31, 2020 unless the City agrees to extend this date. The Professional agrees these improvements will belong to the City and the conclusion of this contract period and will not be included under the 2019 Agreement for Operation of Downriver Municipal Golf Course section 3.9 (g) depreciation schedules for reimbursement. Capital improvements have an estimated value of \$125,000. These capital improvements include:

- a. Adding a customer deck to the south side of the building overlooking the 18th green
- b. Improving the aesthetics of the golf cart corral storage area by constructing a cinderblock wall with gates/doors
- c. Remodeling the Pro Shop retail space
- d. Replacing kitchen equipment as necessary

The Professional also agrees to partner with the City to fund mutually desirable capital improvements at the golf course during course construction as partial consideration for the City taking the same percentage of green fees, range and cart rental fees. The Professional agrees these improvements will belong to the City and the conclusion of this contract period and will not be included under the 2019 Agreement for Operation of Downriver Municipal Golf Course section 3.9 (g) depreciation schedules for reimbursement. These capital improvements do not have an estimated value and the time of executing this contract. These mutually desirable capital improvements may include the following projects if deemed financial feasible by both the City and the Professional:

- e. Expanding the driving range hitting stations/double deck driving range
- f. Exterior modernization of the roof/roofline facade of the Clubhouse building.
- 7.4 The City is currently implementing strategic on course facility improvements at all four (4) City owned courses. Downriver is scheduled for irrigation system upgrades, along with other course improvements in either 2020-2021, or 2021-2022. The City and Professional mutually agree to conduct this project in the least disruptive method, to minimize revenue loss to both parties. The City and Professional agree that a one (1) year extension to the original contract period (2019-2024) may be added to the original contract in-lieu of a cash reconciliation for revenue loss experience by the Professional during construction.

Spokane Park Board Briefing Paper



Committee	Finance	Con	nmittee meeting date: 12/	12/2023	
Requester	Fianna Dickson		Phone number:x6297		
Type of agenda item	OConsent (Discussion	○ Information	Action	
Type of contract/agreement	New Renew	val/ext. OLeas	se OAmendment/change	order Other	
City Clerks file (OPR or policy #)	OPR 2021-0398				
Master Plan Goal, Objective, Strategy (click for link to adopted plan)	Goal H., Obj. 2		aster Plan Priority Tier: Fir ₍₋ 171-175)	est	
Item title: (Use exact language noted on the agenda)	DH Contract Rene	wal			
Begin/end dates	Begins: 05/14/2024	4 End	ds: 05/13/2025	06/01/2525	
Background/history: In 2021, DH was awarded a 3-year through a request for proposals. The first renewal. We are requesting the all months of 2024.	ne contract allow	s for 2 1-year	renewal options. This v	vould be the	
Motion wording: Motion to approve a one-year renewal of	the contract with DF	H, to exend to Ma	ay 13, 2025.		
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: Fianna Dickson Grant Management Department/Name:					
Fiscal impact: C Expenditure	Revenue				
Amount: \$110,000/year		udget code: 400-30210-7612	0-54451		
\$40,000/year	46	600-30210-7661	1-54451		
Vendor: • Existing vendor	New vendor				
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: 601-980-540 Business license exp		ACH Form	new contractors/consultants/ve s (for new contractors/consulta Certificate (min. \$1 million in G	ants/vendors	



City of Spokane Parks And Recreation Department

CONTRACT RENEWAL 1 of 2

Title: PARKS AND RECREATION MARKETING, COMMUNICATION, & ADVERTISING SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DESAUTEL HEGE**, whose address is 315 West Riverside Avenue, Suite 200, Spokane, Washington, 99201 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide non-exclusive Marketing, Communication and Advertising Services to the City of Spokane Parks and Recreation Department; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 20, 2021 and May 27, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on May 14, 2024 and shall run through May 13, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS** (\$150,000.00), including applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Firm has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

DESAUTEL HEGE	CITY OF SPOKANE PARKS AND RECREATION
By	By
Signature Date	Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	
Attachments that are part of this Agree	, ,
Attachment A – Certification Regarding De	eharment

23-247

ATTACHMENT A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and.
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)



< Business Lookup

License Information:

New search Back to results

Entity name: DESAUTEL HEGE, INC.

Business name: DESAUTEL HEGE

Entity type: Profit Corporation

UBI #: 601-980-540

Business ID: 001

Location ID: 0001

Location: Active

Location address: 313 W RIVERSIDE AVE

SPOKANE WA 99201-0209

Mailing address: 313 W RIVERSIDE AVE

SPOKANE WA 99201-0209



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 T11099729BL Active Sep-30-2024 Oct-15-2012 Governing People May include governing people not registered with Secretary of State **Governing people** Title ARCHER, NICOLAS HEGE, MICHELLE JOHNSTON, SARA MYLROIE, ANDREI VARELA, CHRISTINE **Registered Trade Names Registered trade names Status** First issued

Registered trade names	Status	First issued
DESAUTEL HEGE COMMUNICATIONS	Active	Dec-15-1999
DH	Active	Jun-08-2017
	The Business Lookup information is 11/29/2023 10:37:44 AM	updated nightly. Search date and time:

Contact us

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Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).

					CONTAC	CT				
PRODUCER			PHONE (A/C, No			FAX (A/C, No):				
			E-MAIL ADDRES	SS:						
							URER(S) AFFOR	RDING COVERAGE		NAIC#
					INSURE	RA:				
INSU	RED				INSURE	RB:				
					INSURE	RC:				
					INSURE					
					INSURE					
					INSURE					
CO	VERAGES CERT	TIFIC	`ATE	NUMBER:	INSURE	KF.		REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIES				/F BFFI	N ISSUED TO			IF POI	ICY PERIOD
IN CI	DICATED. NOTWITHSTANDING ANY REETHERING ANY REETHERING AND LOST OF SUCH FOR THE STANDING OF SUCH FOR THE SUCH FOR THE STANDING OF SUCH FOR THE STANDING OF SUCH FOR THE SUC	QUIR PERT	REMEI	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY	CONTRACT	OR OTHER DESCRIBED	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	TO Y	WHICH THIS
INSR LTR			SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
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	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							(rei accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$							AGGREGATE	\$	
	WORKERS COMPENSATION							PER OTH-	Ψ	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE Y/N							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under									
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if more	space is require	ed)	-	
CE	RTIFICATE HOLDER				CANC	ELLATION				
<u> </u>					SHO THE	ULD ANY OF 1 EXPIRATION	I DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E LY PROVISIONS.		
						RIZED REPRESEI				
					1	ALL	Curtis Luken			

Spokane Park Board Briefing Paper



Committee	Finance	Committee meeting date: Dec.	12, 2023		
Requester	Jason Conley	Phone number: 625-6	211		
Type of agenda item	Consent ODiscussion	n	Action		
Type of contract/agreement	New Renewal/ext.	Lease OAmendment/change ord	der Other		
City Clerks file (OPR or policy #)					
Master Plan Goal, Objective, Strategy	N/A	Master Plan Priority Tier: N/A			
(Click HERE for link to the adopted plan)		(pg. 171-175)			
Item title: (Use exact language noted on the agenda)		veen CITY OF SPOKANE PARKS A CIVICPLUS; providing Recreation N			
Begin/end dates	Begins: 01/01/2024	Ends: 12/31/2024	06/01/2525		
In 2017, through a competitive production Division's Recreation Management software licensing. This initial agreedity Purchasing, Parks desires to esoftware using the specific software renewed annually for (2) additional This software is used for the registred field facility reservations. This software	Background/history: In 2017, through a competitive process; CivicPlus was selected as the Spokane Parks and Recreation Division's Recreation Management Software (RMS). Parties entered into a multi-year agreement for software licensing. This initial agreement is expiring at the conclusion of 2023. With pre-approval from City Purchasing, Parks desires to enter into a renewal agreement with CivicPlus to continue RMS software using the specific software product commonly known as CivicRec. The contract may be renewed annually for (2) additional one-year renewals under predetermined pricing, for a total of 3 years. This software is used for the registration of all recreational classes and programs as well as park and field facility reservations. This software has been well-received with users, and staff alike.				
Motion wording: Approve a 1-year Agreement between th Recreational Management Software, with		ecreation Division and CIVICPLUS.	for		
Approvals/signatures outside Parks:	Yes No				
If so, who/what department, agency or co		Dhara			
Name: Amy Vikander	Email address: vikander@civ	vicplus.com Phone:			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jason Conley Grant Management Department/Name:					
Fiscal impact: Expenditure	Revenue				
Amount: 2024 (\$38,587.50) + tax	Budget code: 1400-30210-	76101-54820			
2025 (\$39,706.54) + tax *Optional year	1400-30210-7	⁷ 6101-54820			
2026 (\$40,858.02)+ tax *Optional year	1400-30210-7	'6101-54820			
Vendor: ● Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - Contractor is on the City's A&E	City of Spokane ACH	(for new contractors/consultants/vendo Forms (for new contractors/consultants	s/vendors		



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT

Title: RECREATION MANAGEMENT SOFTWARE

THIS CONTRACT is between the **CITY OF SPOKANE PARKS AND RECREATION**, a Washington State municipal corporation, as ("City"), and **CIVICPLUS**, **LLC**, whose address is 302 South 4th Street, Suite 500, Manhattan, Kansas 66502, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

- 1. <u>PERFORMANCE</u>. The Company shall provide Recreation Management Software, Project Implementation and Deployment, in accordance with the Company's Statement of Work, which is attached as Attachment B. In the event of a discrepancy between the documents this City Contract controls.
- 2. <u>CONTRACT TERM</u>. The Contract shall begin January 1, 2024 and shall run through December 31, 2024, unless terminated sooner. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed two (2) one (1) year renewals.
- 3. <u>COMPENSATION</u>. The City shall pay the Company a maximum annual amount for the first year not to exceed **THIRTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$38,587.50)**, and applicable tax, for everything furnished and done under this Contract. The City shall pay the maximum annual amount for each of the years as set forth below:

January 1, 2025 – December 31, 2025 \$39,706.54

January 1, 2026 – December 31, 2026 \$40,858.03

- 4. <u>PAYMENT</u>. The Company shall send its application for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
- 5. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 6. <u>ASSIGNMENTS</u>. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

- 7. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.
- 8. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
- 9. <u>TERMINATION</u>. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.
- 10. <u>INSURANCE</u>. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:
 - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
 - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Company's services to be provided under this contract:
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
 - C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. <u>INDEMNIFICATION</u>. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of

the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

- 12. <u>DEBARMENT AND SUSPENSION</u>. The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
- 13. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 14. <u>STANDARD OF PERFORMANCE</u>. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.
- 15. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.
- 16. <u>CITY OF SPOKANE BUSINESS LICENSE</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 17. <u>AUDIT / RECORDS</u>. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 18. <u>CONFIDENTIALITY/PUBLIC RECORDS</u>. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is

legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. <u>DISPUTES</u>. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

CIVICPLUS, LLC	PARKS AND RECREATION
By Signature Date	By Signature Date
	G
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Agreement:	
Exhibit A – Certificate Regarding Debarment Exhibit B – Company's Statement of Work	

M23-302

EXHIBIT A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

EXHIBIT B



CivicPlus

302 South 4th St. Suite 500 Manhattan, KS 66502 US

Client: Spokane, WA Bill To: Spokane, WA

WA - Spokane - CivicRec - Statement of Work

QTY	Product Description	PRODUCT TYPE
1	CivicRec Annual Fee Renewal	Renewable
	Annual Recurring Services – Initial Term	USD 38,587.50
	Annual Recurring Services – Year 2	USD 39,706.54
	Annual Recurring Services – Year 3	USD 40,858.03

- 1. This renewal Statement of Work ("SOW") is between Spokane, WA ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
- 2. This SOW shall remain in effect for an initial term from January 1, 2024 through December 31, 2024 (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW may be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
- 3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 2.9% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL	
Street Address			
Address 2			
City	State	Postal Code	
	on a 24/7/365 basis for represen	am –7pm Central Time, Monday-Friday (excluding holidays). tatives named by the Client. Client is responsible for	
Emergency Contact & Mobile P	Phone		
Emergency Contact & Mobile P	hone		
Emergency Contact & Mobile P	hone		
Billing Contact		E-Mail	
Phone	Ext.	Fax	
Billing Address			
Address 2			
City	State	Postal Code	
Tax ID #		Sales Tax Exempt #	
Billing Terms		Account Rep	
Info Required on Invoice (PO or C	Job #)		
Contract Contact		Email	
Phone	Ext.	Fax	
Project Contact		Email	
Phone	Fyt	Fax	



Susiness Lookup

License Information:

New search Back to results

Entity name: CIVICPLUS, LLC

Business name: CIVICPLUS

Entity type: Limited Liability Company

UBI #: 602-828-967

Business ID: 001

Location ID: 0001

Location: Active

Location address: 302 S 4TH ST

STE 500

MANHATTAN KS 66502-6410

Mailing address: 302 S 4TH ST

STE 500

MANHATTAN KS 66502-64

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
Federal Way General Business - Non-Resident				Active	May-31-2024 Sep-01-2020
Issaquah General Business - Non-Resident				Active	May-31-2024 Apr-23-2019
Kirkland General Business - Non-Resident	OBL28216			Active	May-31-2024 Jun-15-2018
Lacey General Business - Non-Resident	181909			Active	May-31-2024 Aug-29-2019
Mercer Island General Business - Non-Resident	211321			Active	May-31-2024 Jan-03-2022
Redmond General Business - Non-Resident	RED18-0006	5		Active	May-31-2024 Jun-15-2018
Spokane General Business - Non-Resident			(V)	Active	May-31-2024 Feb-08-2018

Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuance
Spokane Valley General Business - Non-Resident			Active	Oct-31-2023 Oct-21-2022
Washougal General Business - Non-Resident			Active	May-31-2024 Apr-25-2019

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

Governing people	Title
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CP PATTI, LLC

MORGAN, STANLEY

Registered Trade Names

Registered trade names	Status	First issued
CIVICPLUS	Active	Feb-04-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 12/8/2023 2:24:31 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

OPR 2018 0118

DATE (MM/DD/YYYY) 05/18/2023

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).

th	is certificate does not confer rights t								
0.0000000000000000000000000000000000000	DUCER		RECEIVED	CONTACT Willis T	owers Wats	on Certificate Center	•		
Willis Towers Watson Northeast, Inc.				PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378					
	26 Century Blvd Box 305191		1/ A \ / O C DOOD	E-MAIL ADDRESS: Certifi		Ls.com			
	hville, TN 372305191 USA					RDING COVERAGE		NAIC#	
		CIT	VOLEDIZIO OFFICE			Company of Reading	Penns	20427	
INSU	RED	CIL				surance Company of Ha		20478	
0.000	icPlus, LLC and its direct and indi	rect		INSURERC: Contin				35289	
	S. 4th Street Suite 500 hattan, KS 66502		-			n Specialty Insurance	e Com	41718	
			1	INSURER E :					
				INSURER F :					
CO	VERAGES CER	TIFIC	CATE NUMBER: W28996883	INSURER F.		REVISION NUMBER:			
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	OF I	NSURANCE LISTED BELOW HAV EMENT, TERM OR CONDITION (AIN, THE INSURANCE AFFORDE CIES. LIMITS SHOWN MAY HAVE E	OF ANY CONTRACT D BY THE POLICIE BEEN REDUCED BY	OR OTHER I	DOCUMENT WITH RESPE	CT TO W	VHICH THIS	
INSR	TYPE OF INSURANCE	INSD	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000	
	CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	\$	100,000	
A						MED EXP (Any one person)	\$	15,000	
		Y	7037146004	05/17/2023	05/17/2024	PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000	
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000	
	OTHER:						\$		
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	ANY AUTO OWNED AUTOS ONLY AUTOS			05/17/2023	05/17/2024	BODILY INJURY (Per person)	\$		
В			7037146018				\$		
	HRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
							\$		
С	UMBRELLA LIAB X OCCUR				05/17/2024	EACH OCCURRENCE	\$	5,000,000	
_	X EXCESS LIAB CLAIMS-MADE	Y	7037145998	05/17/2023		AGGREGATE	\$	5,000,000	
	DED X RETENTION\$ 10,000						\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTINER/EXECUTIVE		7027146021	05/17/2023	05/17/2024	X PER OTH-			
A						E.L. EACH ACCIDENT	\$	1,000,000	
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A	7037146021	03/11/2023	03/1//2024	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	II yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
D	Cyber/Tech E40		PRO30018745601	04/30/2023	04/30/2024	Limit:	\$5,000	,000	
						Deductible:	\$100,0	00	
Thi Umb The	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE S Voids and Replaces Previous Prella/Excess Liability follow City of Spokane is included Prella/Excess Liability.	ly I	ssued Certificate Dated	05/15/2023 WIT	H ID: W289	71369.	ty and	ı	

CERTIFICATE HOLDER

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

808 W Spokane Falls Blvd

Spokane, WA 99201

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WILLIS TOWERS WATSON 26 CENTURY BLVD. 6TH FL, SUITE 101 NASHVILLE, TN 37214



Park Board
Financials
November 2023



Parks Financials



Key Concepts:

- November was a net gain of \$93,697 with decreases in program revenues but also offsetting decreases in temporary/seasonal employee expenses.
- Parks has earned 91% of all budgeted revenues and spent 88% of all budgeted expenses.
- YTD revenues are ahead of expenses by \$471,670.

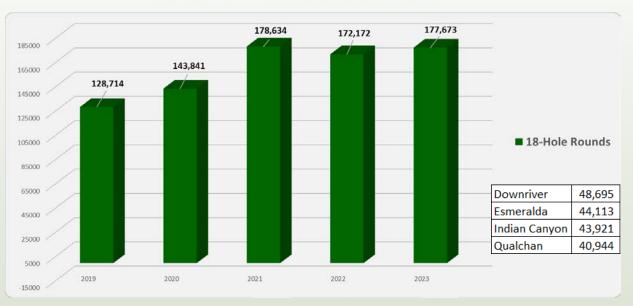
Golf Financials

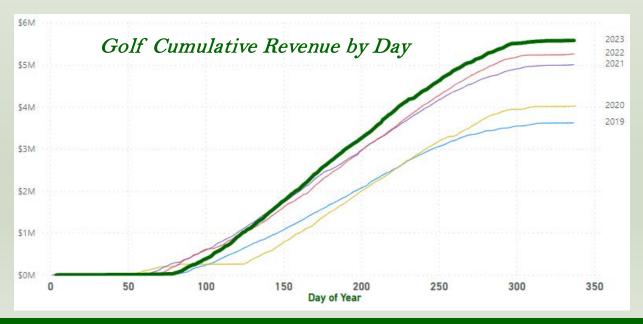


Key Concepts:

- That's a wrap on another great golf season! Looking forward to twenty twenty-fore!
- Through November, golf earned 113% of budgeted revenues and spent 98% of budgeted expenses.
- Golf has revenues exceeding expenditures by \$663,517 excluding the facility improvement fee and corresponding debt service payment (\$1.18 million including both with the second debt service payment of \$308,666 due in December).

Golf - Scorecard









Questions or Comments?

