



Spokane Park Board Agenda

3:30 p.m. Thursday, June 13, 2024

In-person in City Hall Council Chambers and

WebEx virtual meeting

Call in: 408-418-9388

Access code: 2499 317 1439

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) [May 9, 2024, regular Park Board meeting minutes](#)
 - 2) [Claims – May 2024](#)
 - 3) [Cameron-Reilly LLC. / Underhill Park Sport Court renovation construction \(\\$628,383.00 including tax\) – Mike Light](#)
 - 4) [Spokane Hoopfest Association / Underhill Park Sport Court Contribution Agreement \(\\$85,000 revenue\) – Nick Hamad](#)
 - 5) [AHBL, Inc. / Engineering/landscape architecture consultant agreement for High Bridge Dog Park \(\\$50,150.00 non-taxable service\) – Nick Hamad](#)
 - 6) [Darren Chu Pedestrian access easement / Grant Park – Nick Hamad](#)
 - 7) [Continuation of Parks Fleet Replacement Pilot Program – 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: June 4, 2024 – Kevin Brownlee

A. Action items: None

Land Committee: June 5, 2024 – Greta Gilman

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

Recreation Committee: June 5, 2024 – Sally Lodato

A. Action items: None

Riverfront Park Committee: June 10, 2024 – Gerry Sperling

A. Action items: None

Golf Committee: June 11, 2024 – Nick Sumner

A. Action items: None

Finance Committee: June 11, 2024 – Bob Anderson

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

Development & Volunteer Committee: May 15, 2024 – 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. July 2, 2024, in the Hive events room 'B', and virtually via WebEx.

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

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

Riverfront Park Committee: 4:00 p.m. July 8, 2024, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. July 9, 2024, at The Hive events room 'B', and virtually via WebEx.

Finance Committee: 3:00 p.m. July 9, 2024, at The Hive events room 'B', and virtually via WebEx.

Development & Volunteer Committee: Due to the Juneteenth holiday, the regular DVC meeting is **canceled**. **A special meeting will be held at 4:15 p.m., June 26, 2024, in the Riverfront Park Pavilion conference room, and virtually via WebEx.**

B. Park Board: 3:30 p.m. July 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 Spokane 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or

hard of hearing may contact Risk Management 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
MAY 2024 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JUNE 13, 2024**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,597,664.38
MAINTENANCE & OPERATIONS	\$	1,026,447.93
CAPITAL OUTLAY	\$	222.00
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	74,025.23

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	14,546.59
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GOLF:

SALARIES & WAGES	\$	303,533.75
MAINTENANCE & OPERATIONS	\$	152,636.90
CAPITAL OUTLAY	\$	75,774.39
DEBT SERVICE PAYMENTS	\$	-

TOTAL EXPENDITURES:	\$	3,244,851.17
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Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: 06/05/2024	
Requester	Nick Hamad	Phone number: 509-363-8255	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B, Obj 1	Master Plan Priority Tier: (pg. 171-175)	Second Tier
Item title: (Use exact language noted on the agenda)	Cameron-Reilly, LLC. / Underhill Park Sport Court renovation construction (\$628,383.00 including tax).		
Begin/end dates	Begins: 06/13/2024	Ends: 06/13/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Construction contract with the low responsive bidder, Cameron-Reilly, LLC. for the re-construction of existing aged and partially out-of-service sport courts at Underhill Park. Contract scope includes the base bid - new sport courts, alternate #1 - site lighting and power, and alternate #2 - substitute 8' tall ornamental fencing in lieu of chain link fencing.</p> <p>Note - \$415,000 of this contract is funded by reimbursable grants (WA State RCO & Hoopfest)</p>			
Motion wording:			
Motion to approve construction contract with Cameron-Reilly, LLC. for the construction of the Underhill Park Sport Court Renovation project in the amount of (\$628,383.00 including tax).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Cameron-Reilly, LLC.			
Name: Mike Reilly		Email address: mike@cameron-reilly.com	Phone: 509-466-5555
Distribution:			
Parks – Accounting		Megan Dyson	
Parks – Sarah Deatrich		Jason Conley	
Requester: Mike Light		Thea Prince	
Grant Management Department/Name:		Nick Hamad	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: (\$628,383.00 including tax)		Budget code: 1950-54920-56501-48093	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 602-633-401 Business license expiration date: 7/31/24		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: June 5, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	District 2 Tier 3
Item title: (Use exact language noted on the agenda)	Underhill Park sport court contribution agreement with Spokane Hoopfest Association (\$85,000.00 revenue)		
Begin/end dates	Begins: 06/06/2024	Ends: 08/31/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Contribution agreement between Spokane Hoopfest Association and Spokane Parks enabling Hoopfest to contribute \$85,000 toward the replacement of the Underhill Park sport courts. This facility hosts large, free summer basketball camps for neighborhood youth and is in significant disrepair.</p> <p>In 2022, Parks & Hoopfest jointly applied for state RCO grant funding for this repair and were awarded \$330,000 toward this improvement. If this agreement is approved, the Hoopfest contribution and RCO grant will provide \$415,000 of the total court replacement cost. Remaining project funding is planned as a 2024 park capital expense.</p>			
Motion wording:			
Motion to approve Underhill Park sport court contribution agreement with Spokane Hoopfest Association (\$85,000.00 revenue)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spokane Hoopfest Association			
Name: Riley Stockton		Email address: riley@spokanehoopfest.net	Phone:
Distribution:			
Parks – Accounting		Mike Light	
Parks – Sarah Deatrich		Jason Conley	
Requester: Nick Hamad		Riley Stockton (riley@spokanehoopfest.net)	
Grant Management Department/Name:		Megan Dyson	
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount: \$85,000		Budget code: 1950-54920-99999-36710-48093	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 601-258-646 Business license expiration date: 6/30/25		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



CONTRIBUTION AGREEMENT

**THE SPOKANE HOOPFEST ASSOCIATION TO CONTRIBUTE \$85,000 TO SPOKANE PARKS
FOR REPLACEMENT OF A DAMAGED SPORT COURT WITHIN UNDERHILL PARK**

THIS CONTRIBUTION AGREEMENT ("Agreement") is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, as ("City"), and **THE SPOKANE HOOPFEST ASSOCIATION**, a 501(c)(3) corporation organized under the laws of the State of Washington, as ("HOOPFEST"). Hereinafter referenced together as the "parties", and individually a "party."

WHEREAS, the City of Spokane Parks and Recreation Department is the property owner and is responsible for maintaining Underhill Park (as more fully described in Section 1A, below, the "Underhill Park"), within the East Central neighborhood of the City of Spokane; and

WHEREAS, existing basketball and tennis court facilities within Underhill Park have substantially deteriorated and are no longer functionally available for community use; and

WHEREAS, in September of 2023, the City and HOOPFEST entered an agreement with the State of Washington Recreation and Conservation Office to accept state grant funding to reconstruct the deteriorated sport courts in Underhill Park; and

WHEREAS, HOOPFEST is engaged in raising funds to contribute to the reconstruction of the Underhill Park sport court (as more fully described in Section 1C below, the "Sport Court") and wishes to contribute funds to support the City's construction of a concrete sport court and appurtenances ("Court") within Underhill Park.

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENTS:

1. PREMISES.

A. The City maintains Underhill Park, a 19 acre public park which includes: a playground, restroom, splash pad, sand volleyball court, baseball fields, a cricket pitch, basketball courts, tennis court, off-street parking facility, developed lawn, landscape & related improvements, and undeveloped natural land within the East Central neighborhood bounded by E. Hartson Ave. to the north, S. Fiske St. to the east, S. Regal St. to the West. and the Ben Burr Trail to the south, the approximate boundary of which is depicted in the attached Exhibit A, which also includes the location of the Court as approximately shown in Exhibit A.

B. HOOPFEST is willing to contribute (subject to the terms of this Agreement) funds for the construction of the Court as more specifically described herein, subject to the conditions set forth herein.

C. The Court shall be located within the northeast portion of Underhill Park, in the same general vicinity of the existing sport courts. Court improvements include but are not limited to: approximately 18,000 square feet of new concrete pavement striped for two new full-size basketball courts (50'x94'+buffer space) and two new dedicated pickleball courts, new court fencing, new site furnishings (basketball hoops, benches, trash receptacles), new sport court lighting, a new concrete park walkway connecting to the courts as required to provide ADA access to the courts, new ornamental landscape plantings, lawn and irrigation repair as required to accommodate the new courts, and a donor acknowledgment installation. All improvements are oriented as determined by the City in its sole and reasonable discretion and generally in conformance with the design shown in Exhibit B.

The City anticipates commencing construction of the Court in Summer of 2024, immediately after completion of regular basketball camps on the existing sport courts and further anticipates substantial completion of the Court suitable for public's use of the facility by the end of December 2024.

2. CONTRIBUTION. Pursuant to and subject to the terms and conditions of this Agreement, and subject to the full satisfaction of the conditions stated in this Section 2, HOOPFEST shall contribute EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) to the City to be used exclusively to finance construction of the Court (the "HOOPFEST Contribution"). It is understood that the HOOPFEST Contribution is comprised of \$20,000 from HOOPFEST, together with \$65,000 in grant funds from the Local Initiative Support Coalition & Dick's Sporting Goods (LISC). HOOPFEST shall pay the HOOPFEST Contribution to the City in two installments, as outlined below:

- (1) Installment one shall be \$20,000, paid within five business days after the City's recommendation to award a construction contract to the apparent low bidder for project construction.
- (2) Installment two shall be all remaining funds, paid within 60 days after sport court construction is substantially completed.

HOOPFEST shall be responsible for prompt compliance with LISC grant requirements, including the preparation and submittal of any documentation required by its grantors to secure grant funding.

HOOPFEST shall to make every effort to secure final payment from its contributors and deliver final payment to the city within 60 days of project substantial completion.

HOOPFEST shall have no further obligation to contribute funds to the City for any purpose whatsoever, including without limitation the continued maintenance of the Court, unless otherwise expressly agreed by the parties in a writing signed by each of their authorized representatives and setting forth the amount of such additional contribution.

HOOPFEST's obligation to make the HOOPFEST Contribution is subject to the following conditions, both precedent and subsequent, and upon the failure of any of the conditions set forth below for reasons beyond the City's control, the City shall promptly refund to HOOPFEST any portion of the HOOPFEST Contribution that has been paid to the City:

- (1) The completed Court shall substantially conform to the design depicted in Exhibit B.
- (2) The improvements to the Court shall be substantially completed no later than December 1, 2024.
- (3) The contributions of HOOPFEST, and of those parties making substantial contributions to HOOPFEST in support of the Court improvements as determined by HOOPFEST in its sole discretion shall be recognized on the donor plaque or monument that is part of the Court improvements.

3. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereto is simply that of a "grantor" of contributions (HOOPFEST) and a "grantee" of contributions (City) pursuant to the foregoing provisions of this Agreement. Nothing shall be construed herein to create a partnership, joint venture or other employment relationship between the parties hereto. Moreover, nothing hereunder shall be construed to create any form of ownership interest in HOOPFEST to the Court or any asset of the City, including, but not limited to: the Court improvements described in this Agreement once it has been installed, Underhill Park and improvements thereon. The parties acknowledge and agree that HOOPFEST has no authority or control whatsoever over the selection of the contractor to install the Court improvements described above; the actual design and specifications for construction of the Court or the operation and/or maintenance of the Court. The City hereby agrees to indemnify and hold harmless HOOPFEST from any claim, damage, loss (including, but not limited to attorney's fees), or other costs incurred by HOOPFEST as a result of this Agreement and the HOOPFEST contribution above. The foregoing indemnity obligation shall be construed as broadly as possible under Washington State law.

4. TAXES. Any and all taxes imposed on the contributions by HOOPFEST under this Agreement, including sales or use taxes arising from the design, construction or installation of the Court, shall be borne by the City.

5 NOTICES. Any and all notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing and delivered in person or sent by certified mail (to be effective upon mailing) to the other party, at the addresses prescribed in this Agreement.

Spokane Hoopfest Association:
2206 S. Sherman
Spokane, WA 99203

City of Spokane Parks and Recreation Department
808 West Spokane Falls Boulevard
Spokane, WA 99201

6. GOVERNING LAW. This Agreement shall be interpreted, construed and governed according to the laws of the State of Washington.

7. DISPUTES. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the Parties have not resolved the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in the County of Spokane, Washington. A good faith effort by the parties to resolve any such dispute by mediation shall be a condition precedent to any litigation relating to the dispute.

8. MISCELLANEOUS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the contributions by HOOPFEST described herein and may not be modified or amended, except by a written instrument signed by each of the parties hereto expressing such modification or amendment. A failure on the part of either party to exercise or a delay in exercising any right, power or remedy hereunder shall not operate as a waiver, or future waiver thereof, except where a time limit is expressly specified herein. No single or partial exercise of any right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy. This Agreement contains all covenants, representations and warranties made between the parties hereto.

B. Prior Agreements or Writings. This Agreement completely supersedes any other agreement (oral or written) or writings between the parties hereto.

C. Park Board Approval. HOOPFEST acknowledges that this Agreement will not be binding on either party unless and until it has been approved by the Spokane Park Board and signed by the Parks Director.

9. INTERPRETATION AND SIGNATURES. Time is of the essence of this Agreement. This Agreement was the product of negotiation between the parties so that neither party shall be considered the drafter of this Agreement. This Agreement may be signed in counterparts. Captions are for convenience only and shall not be construed as substantive provisions of this Agreement. If any provision of this Agreement is determined to be unenforceable, it shall be severed from this Agreement with all other provisions of this Agreement to remain in effect and enforceable.

Dated: _____ CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

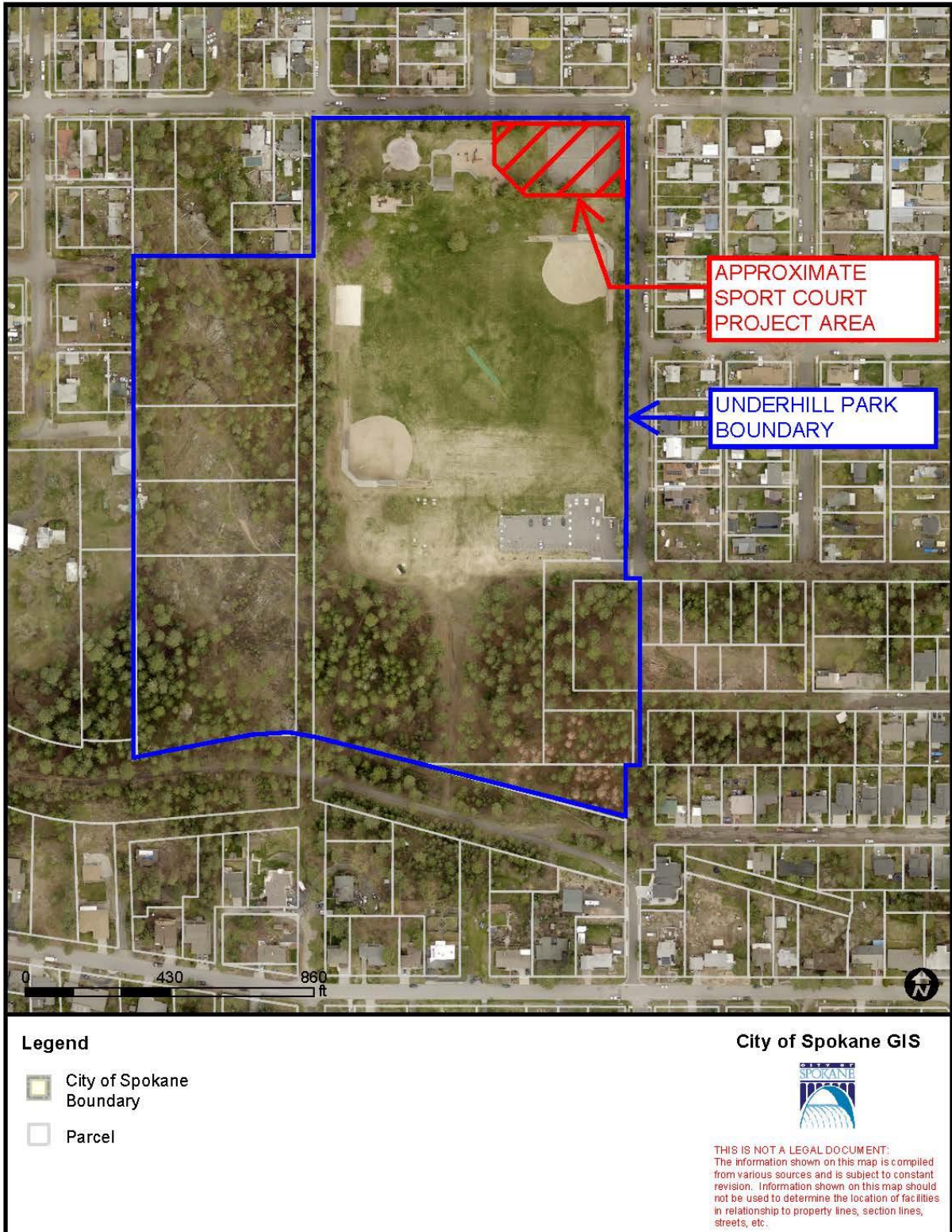
Dated: _____ SPOKANE HOOPFEST ASSOCIATION

By: _____

Title: _____

Email Address:

Exhibit A - Underhill Park

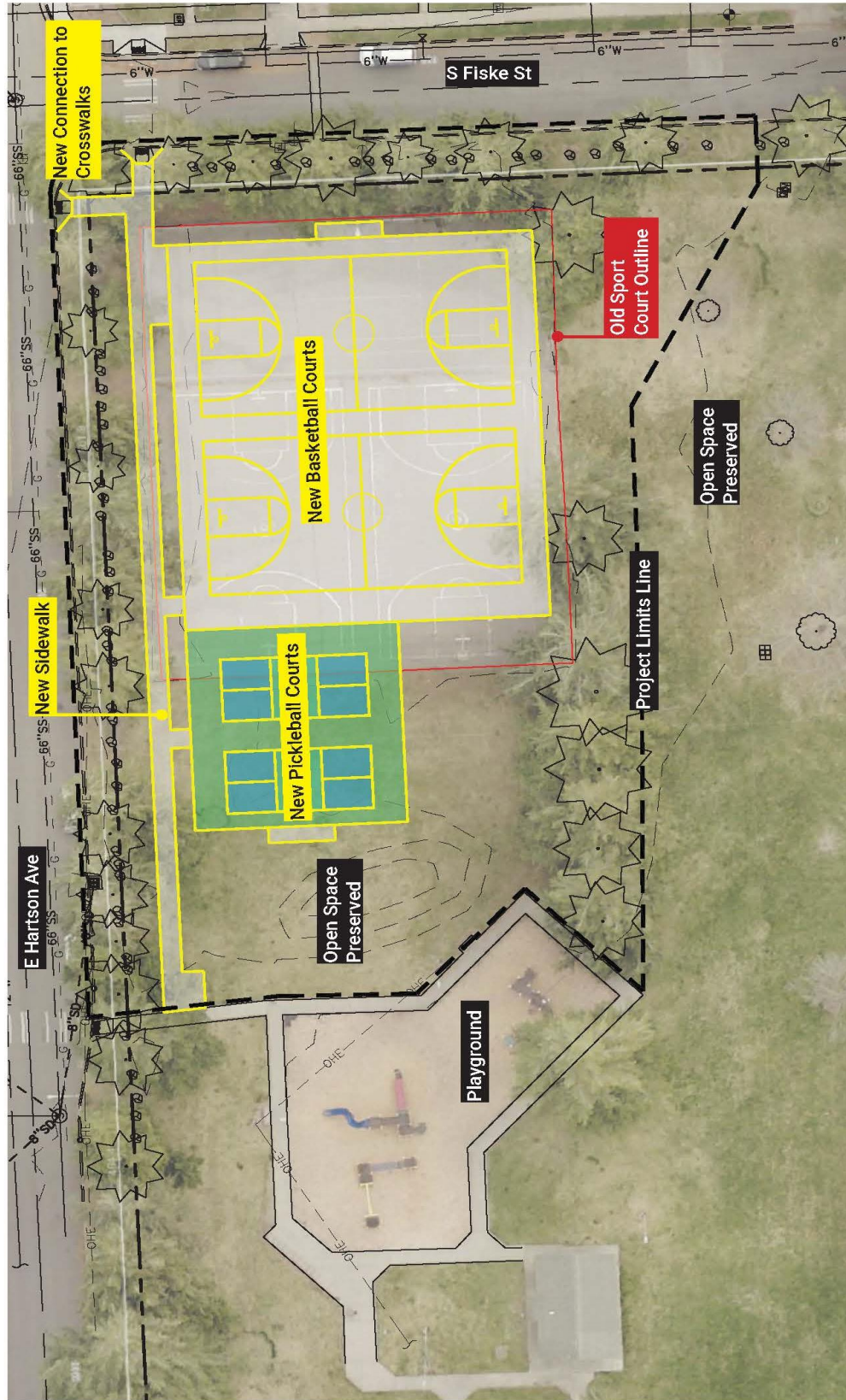


5/8/2024

**Underhill Park Sport Court Renovation Project
Site Plan**



Exhibit B – Sport Court Plans





< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: SPOKANE HOOPFEST ASSOCIATION

Business name: SPOKANE HOOPFEST ASSOCIATION

Entity type: [Nonprofit Corporation](#)

UBI #: 601-258-646

Business ID: 001

Location ID: 0001

Location: Active

Location address: 421 W RIVERSIDE AVE
STE 115
SPOKANE WA 99201-0402

Mailing address: 421 W RIVERSIDE AVE
STE 115
SPOKANE WA 99201-0402



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
Minor Work Permit				Active	Jun-30-2025	Nov-01-2019
Spokane Nonprofit Business	T12011666BL			Active	Jun-30-2025	Oct-15-2012

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

Governing people	Title
BETTS, RICK	

Registered Trade Names

Registered trade names	Status	First issued
EASTERN WASHINGTON ELITE	Active	Sep-23-2020
HOOPFEST	Active	Mar-01-1991
HOOPTOWN USA	Active	May-30-2019

Registered trade names	Status	First issued
HOOPTOWN YOUTH LEAGUE (HYL)	Active	May-03-2023
IGNITE BASKETBALL ASSOCIATION	Active	Sep-23-2020
SPOKANE AAU	Active	Sep-23-2020
SPOKANE HOOPFEST	Active	Mar-01-1991
THE FITZ CLINIC	Active	Sep-23-2020
THE FITZ TOURNAMENT	Active	Sep-23-2020

The Business Lookup information is updated nightly. Search date and time:
5/31/2024 2:10:16 PM

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Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: June 5, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B, Objective 1	Master Plan Priority Tier: (pg. 171-175)	Tier 2
Item title: (Use exact language noted on the agenda)	Consultant agreement for High Bridge Dog Park engineering & landscape architecture with AHBL, Inc. (\$50,150.00 non-taxable service)		
Begin/end dates	Begins: 05/09/2024	Ends: 12/01/2024	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Contract with AHBL, Inc. to prepare construction documents & secure permits for the improvement of the existing High Bridge dog park. Construction of proposed improvements will be funded and managed by Spokane District 81 in accordance with the MOU.</p> <p>In July of 2023, the Park Board adopted a resolution selecting Upriver Park as the location for a new community dog park investment.</p>			
Motion wording:			
Motion to approve consultant agreement for High Bridge Dog Park engineering & landscape architecture with AHBL, Inc. in the amount of \$50,150.00 non-taxable service			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: AHBL, Inc.			
Name: Erick Fitzpatrick		Email address: efitzpatrick@AHBL.com	Phone: 509.321.9389
Distribution:			
Parks – Accounting		Megan Dyson	
Parks – Sarah Deatrich		Jason Conley	
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$50,150.00 (non-taxable service)		Budget code: 1950-54920-94000-56301	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 600-130-359 Business license expiration date: 4/30/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



CITY OF SPOKANE
PARKS AND RECREATION
CONSULTANT AGREEMENT
Title: ENGINEERING AND LANDSCAPE
ARCHITECTURE SERVICES FOR HIGH BRIDGE
DOG PARK IMPROVEMENTS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **AHBL, INC.**, whose address is 601 West Main Avenue, Suite 305, Spokane, Washington 99201 (2215 North 30th Street, Suite 300, Tacoma, Washington 98403)., as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for Consultant to provide Engineering and Landscape Architecture Services for High Bridge Dog Park Improvements and

WHEREAS, the Consultant was selected from MRSC Roster.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 9, 2024, and ends on December 1, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s Proposal dated April 24, 2024, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant’s progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **FIFTY THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$50.150.00)**, plus applicable taxes. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications 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 Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant 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.

9. SOCIAL EQUITY REQUIREMENTS.

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. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant'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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such

premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on

extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant'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 Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant 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.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless

approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

AHBL, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B - Consultant's Proposal dated April 24, 2024

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;
 - 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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



April 24, 2024

Nick Hamad, PLA
City of Spokane Parks and Recreation
808 West Spokane Falls Boulevard
Spokane, WA 99201

Project: High Bridge Dog Park Improvements, AHBL No. 2230645.10/.40
Subject: Proposal for Phase 2 Civil Engineering and Landscape Architecture Services

Dear Nick:

Thank you for the opportunity to provide design services for Phase 2 of the High Bridge Dog Park Improvements project. This project is intended to provide improvements to the existing dog park in High Bridge Park located west of downtown Spokane. The existing park is approximately 8.65 acres (8.0 acres for large dogs, 0.65 acre for small dogs) and has two picnic shelters, drinking water, fencing, and an unimproved parking lot. The dog park is accessed off South A Street to the east, with a small parking lot and gate located on the west side off Government Way. City of Spokane Parks and Recreation (CSPR) seeks to improve pedestrian and vehicular access to the park, increase the number and quality of amenities, and expand the area of the dog park. Garco Construction, under contract with Spokane Public Schools, will construct the improvements to the park.

Our understanding of the project is based on our conversations and email correspondence with you, and the Schematic Landscape Plan prepared by AHBL dated April 10, 2024.

Our assumptions for the project are as follows:

- Permitting and design will not be phased or broken into multiple permit and/or bid packages. We can revise the proposal, as requested, to address any required phasing or bidding of the project.
- Twenty parking stalls are proposed: therefore, SEPA will not be required.
- We assume street frontage improvements will not be required, and therefore are not included.
- Our Construction Documents scope and fee allow for up to two bid alternate items in the construction plans. Additional bid alternates can be included as supplemental services.
- Wetland and shoreline permitting, as well as mitigation, will not be required.
- Irrigation plans will not be required by the permitting agency.
- Geotechnical report will be provided by the City.

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

SPOKANE

601 West Main Avenue

Suite 305

Spokane, WA 99201-0613

509.252.5019 TEL

www.ahbl.com



- Divisions 00 and 01 specifications will be provided by the City.
- City Purchasing will post and advertise bid plans and administer the bidding process.
- The City shall provide daily construction management services for this project and shall host weekly construction meetings for the duration of the project. It is not intended that AHBL or their subconsultants perform daily management work nor attend/host the weekly construction meetings.
- In providing opinions of cost, AHBL has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, AHBL makes no warranty that the City's actual project costs will not vary from AHBL's opinions, analyses, projections, or estimates.
- Permit fees will be paid for by the City.

Civil Engineering – 2230645.10

Civil Design Development (DD) – Task 12

1. Meet bi-weekly with City staff to review, discuss, and develop the design, including review of issues and action items. We have assumed three months of meetings starting after the pre-development meeting.
2. Prepare base sheets for design drawings using the topographic survey and the architectural site plan.
3. Perform site visit and research available public information regarding development of the site, including topography, existing utilities, basin plans, and critical areas. This work will be performed to identify any site development constraints and validate the previously completed Schematic Design (SD) work.
4. Prepare a site clearing and demolition plan.
5. Prepare plans and supporting details for a Temporary Erosion and Sedimentation Control (TESC) plan. We will prepare a Construction Stormwater Pollution Prevention Plan (CSWPPP) and erosivity waiver certification, as required by the City and the Department of Ecology (Ecology).
6. Prepare site grading plan. Provide finish grade elevations for the site improvements and coordinate design elevations with the architect and landscape architect. Site wall tops and bottoms will be specified, as needed, but this scope does not include the structural design of retaining walls, which should be designed by a structural engineer. This scope of work will include earthwork calculations for permitting purposes only.



7. Prepare plans and calculations for a storm drainage plan, as required by the Ecology *Stormwater Management Manual for Eastern Washington (SWMMEW)*, as adopted by City of Spokane. This design will address onsite stormwater runoff collection, flow control, and water quality treatment.
8. Prepare a horizontal control plan for the site improvements. This work includes appropriate dimensioning to locate site features, hardscape, and civil utilities, and to locate the proposed building based on building gridline intersections provided by the architect.
9. Prepare an onsite surfacing, striping, and signage plan with supporting details for asphalt paving, concrete curbs and walks, driveways, ADA ramps, pavement markings, and vehicle-related signage.
10. Prepare plans for an onsite domestic water service to serve the site from the existing service or nearby mains in the public right-of-way. Offsite water main improvements are not expected at this time, and therefore are not included in this scope.
11. Prepare schematic level site plan layout of proposed gas, electrical, communications, and other dry utility services for coordination purposes. Dry utility design shall be completed by and be the responsibility of the utility purveyors. Dry utility purveyors to provide final design layouts in CAD for AHBL's inclusion in water, sewer, and/or storm plans for information/coordination purposes only.
12. Coordinate with the owner during design and attend design meetings. This scope assumes 10 hours.
13. Prepare three-part CSI format technical specifications for civil site work. These specifications will be provided for inclusion into the Project Manual prepared by the architect.
14. Submit progress sets to the architect at project milestones for coordination and owner review. The following products will be prepared at the end of the DD phase.
 - Cover Sheet
 - Site and Utility Demolition Plan
 - Site Paving Plan and Pavement Markings Plan
 - TESC Notes and Details
 - Drainage and Grading Plan
 - Water Plan
15. This proposal includes plan revisions to address comments from agency reviews. If the agency requests changes that contradict their design standards or information they provided at a pre-design conference, this may result in a change of scope.
16. Prepare cost estimates for civil related items. Cost estimates will be included at the DD and Construction Document (CD) intervals.



Civil Construction Documents (CD) – Task 13

17. Submit progress sets to architect at project milestones for coordination and owner review. The following products will be prepared at the end of the DD and CD phases, unless indicated otherwise:
- Cover Sheet
 - Site and Utility Demolition Plan
 - Site Paving Plan and Pavement Markings Plan
 - TESC Notes and Details
 - Drainage and Grading Plan
 - Water Plan
 - Drainage Report and Construction Stormwater Pollution Prevention Plan (CSWPPP)

Parking Expansion Concept Grading – Task 14

18. Prepare schematic level site grading plan layout for the future parking expansion to provide adequate grading and stormwater facilities. This scope of work will include earthwork calculations to verify the expansion area is balanced.

Permitting – Task 15

Permitting is influenced by factors outside of our control; therefore, we have estimated the time that will be required. Additional time beyond two rounds of comment review will be billed on a time and expense basis. We will review any agency comments with you prior to making changes.

19. Coordinate with the Building and Planning Department to define the development requirements. This task includes discussions with you to review agency comments.
20. Revise the plans as necessary to address City comments related to preliminary entitlement and final design. For budget purposes, we have assumed two rounds of comment review and response cycles.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Construction Phase Services – Task 16

21. Respond to civil related Requests for Information (RFIs) and review civil related material submittals.
22. Complete site visits during construction to ensure the intent of the design is being met. We have estimated 16 hours for this task.
23. Complete one site visit post construction for the final punchlist. We have estimated 3 hours for this task.

This scope of work will be billed on a time and expense basis, with an estimate provided below.



Landscape Architecture – 2230645.40

Landscape Construction Documents (CD) – Task 42

1. Prepare for and facilitate weekly owner coordination meetings with CSPR staff for project development and coordination. Because of the need to expedite the permit set submittal, we have assumed six weeks of meetings.
2. Upon approval of Schematic Plan, prepare 90% level site, hardscape, site furnishings, planting, and irrigation CDs with associated details. Plans will be prepared on CSPR title blocks following a format similar to Beacon Hill Trailheads. The following landscape plans with associated details are anticipated at the CD Phase:
 - Cover Sheet
 - Landscape Notes and Symbols
 - Landscape Layout Plan(s) and Site Details
 - Site Furnishing Details
 - Planting Plan(s) and Details
 - Irrigation Plan(s) and Details
3. Prepare an opinion of probable construction cost.
4. Prepare three-part CSI specifications for landscape, irrigation, and miscellaneous site furnishings related work.
5. Assemble the City's Divisions 00 and 01 sections with the design team's Divisions 02 through 33 sections into the Project Manual.

Permitting – Task 43

Permitting is influenced by factors outside of our control; therefore, we have estimated the time that will be required. Additional time beyond two rounds of comment review will be billed on a time and expense basis. We will review any agency comments with you prior to making changes.

6. Coordinate with the Building and Planning Department to define the development requirements. This task includes discussions with you to review agency comments.
7. Revise the plans as necessary to address City comments related to preliminary entitlement and final design. For budget purposes we have assumed two rounds of comment review and response cycles.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Construction Phase Services – Task 44

8. Respond to contractor-initiated questions during construction as they relate to landscape design. We have estimated 12 hours for this task.
9. Review landscape related product submittals and shop drawings, and report findings to the owner and architect. We have estimated 6 hours for this task.



10. This task allows for a total of four site visits:
 - a. Two site inspections (including site observations with report) during construction to ensure the intent of the design is being met, including hardscape layout and fencing layout. We have estimated 6 hours for this task.
 - b. Two site visits post construction (one punchlist visit and one follow-up/back-punch visit). We have estimated 8 hours for this task.
11. Prepare final letter of substantial project conformance/completion.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Reimbursable Expenses – Task 90

Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis, with an estimate provided below.

Optional Services

Civil Engineering – 2230645.10

Design Review Board Assistance

1. Review applicable City policies for project entitlements related to the Design Review process.
2. Assist Landscape in preparation of application form, project summary, context analysis, site analysis, and concept plans for a standard application or administrative application process.
3. Attend two meetings of the Design Review Board.
4. Review Design Review Board recommendations and provide analysis of the impacts to site design.

Landscape Architecture – 2230645.40

Design Review Board Assistance

1. Review applicable City policies for project entitlements related to the Design Review process.
2. Prepare application form, project summary, context analysis, site analysis, and concept plans for a standard application or administrative application process.
3. If needed for a standard process, prepare updated application exhibits and a site plan, conceptual planting and grading plans, and 3D view for the recommendation meeting.



4. Prepare PowerPoint slides or PDF graphics for the workshop and recommendation meetings and attend meetings to assist City staff with the process.
5. Review Design Review Board recommendations and provide analysis of the impacts to site and landscape design.

Lighting Coordination

6. Coordinate with the owner and design team for an Avista Utilities provided utility-owned street and parking lot lighting. We have estimated 6 hours for this task. If City-owned service and light fixtures are required, we can prepare a supplemental services agreement to change the scope. This scope of work will be billed on a time and expense basis, with an estimate provided below.

Billing Summary

<u>Item</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Civil Engineering - 2230645.10			
Items 1-16	Civil Design Development	T-12	\$7,000
Item 17	Civil Construction Documents	T-13	11,000
Item 18	Parking Expansion Concept Grading	T-14	2,500
Items 19-20	Permitting (T&E est.)	T-15	3,500
Items 21-23	Construction Phase Services (T&E est.)	T-16	<u>3,500</u>
Subtotal			\$27,500
Landscape Architecture - 2230645.40			
Items 1-5	Landscape Construction Documents	T-42	\$16,000
Items 6-7	Permitting (T&E est.)	T-43	2,500
Items 8-11	Construction Phase Services (T&E est.)	T-44	<u>3,500</u>
Subtotal			\$22,000
Reimbursable Expenses (T&E est.)		T-90	\$650
GRAND TOTAL			\$50,150

Optional Services

Civil Engineering - 2230645.10

Items 1-4	Design Review Board Assistance	\$1,500
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Landscape Architecture - 2230645.40

Items 1-5	Design Review Board Assistance	\$3,000
Item 6	Lighting Coordination (T&E est.)	\$1,000



You may not want us to provide some of the services listed. We can discuss these services and the number of hours with you and make adjustments, as necessary.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.

Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, e.g., geotechnical and traffic engineers, or wetlands, wildlife, and other specialists, if required by the review agency.
- b) Preparation, submittal, or securing of permits including, but not limited to:
 - 1) Forest Practices Applications or permits from the Department of Natural Resources for logging operations.
 - 2) National Pollutant Discharge Elimination Systems Baseline General Permits or the associated Notice of Intent from the Department of Ecology for stormwater discharge to surface waters.
 - 3) Hydraulic Permit Applications from the Washington State Department of Fish and Wildlife for work in stream buffers or floodplain areas.
- c) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of others.
- d) Expanded environmental checklist or environmental impact statement.
- e) Costs associated with the excavation of soils logs for the evaluation of onsite soils.
- f) Offsite improvements.
- g) Costs associated with reconsiderations of agency decisions.
- h) Costs associated with preparing and filing variances, etc.
- i) Costs associated with the publication of legal notices in the newspaper.
- j) Costs associated with the preparation and installation of public notice signs.
- k) Costs associated with title reports or other legal documents.
- l) Costs associated with substantial redesign after preparation of design development drawings.
- m) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- n) Additional inspections that are a result of contractor non-compliance to the plans or specifications.



- o) Design of any site features, such as retaining walls, landscape seat walls, landscape trellis structures, artwork foundations, stormwater detention vaults, etc. If you would like any structural engineering services associated with the design of site features, we would be happy to provide these services for an additional fee.
- p) Mechanical or electrical services.
- q) Development of an opinion of probable construction costs.
- r) Preparation of documents using metric units of measure.
- s) Except as noted in the scope of work, preparation of record drawings at the end of construction, together with a Letter of Completion, if required by the lead agency.
- t) Dividing the design work into more than one phase of work.
- u) Design of septic system.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please prepare your standard contract. Our receipt of the signed contract or your written authorization will be our notification to proceed.

If you have any questions, please call me at (509) 252-5019.

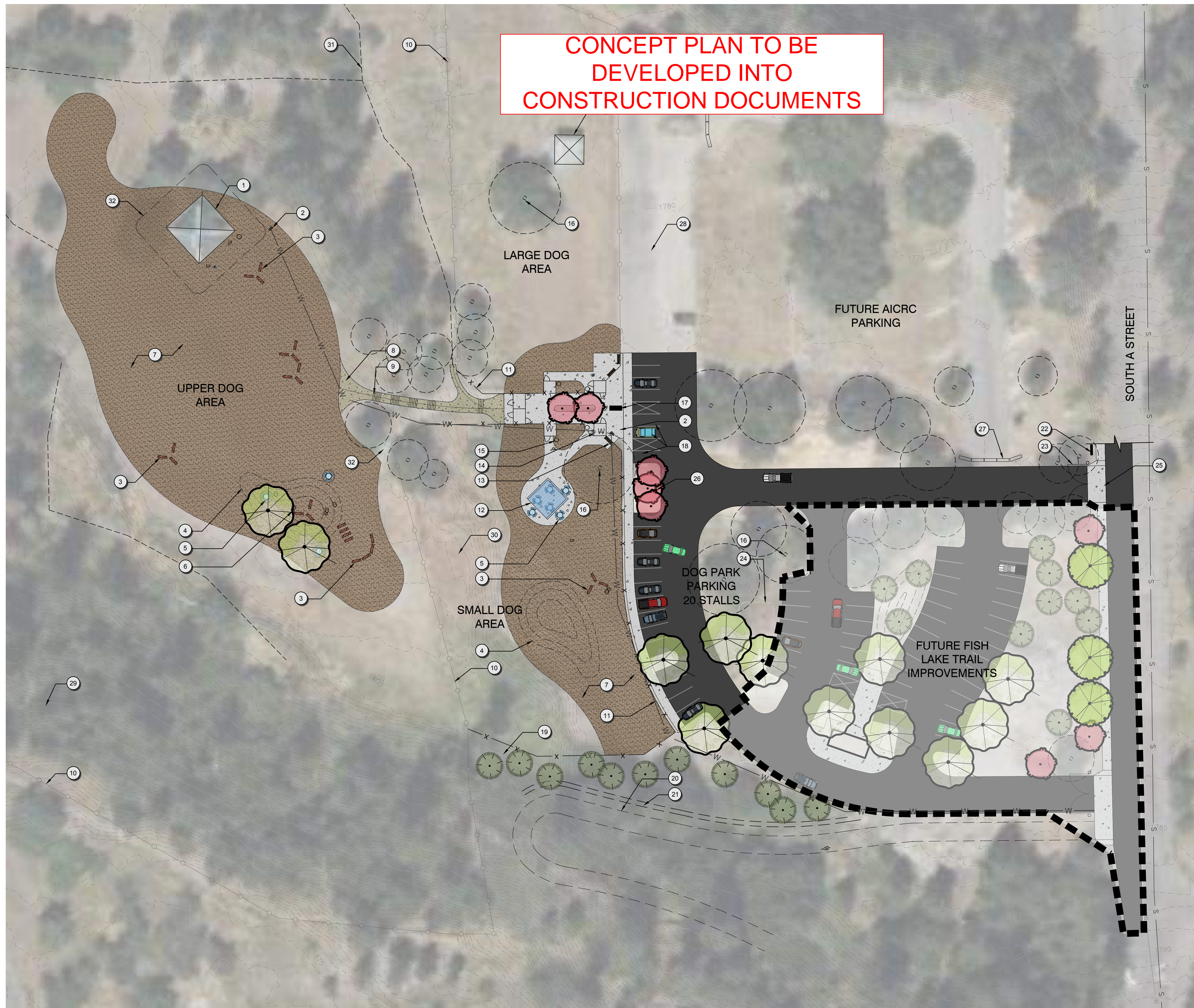
Sincerely,

Craig D. Andersen, PLA, LEED AP
Director of Landscape Architecture

CDA/SB/lsk

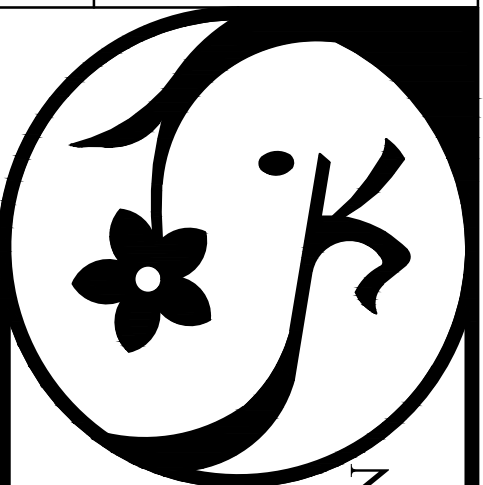
c: Skylar Brower, Erick Fitzpatrick - AHBL
Accounting

**CONCEPT PLAN TO BE
DEVELOPED INTO
CONSTRUCTION DOCUMENTS**

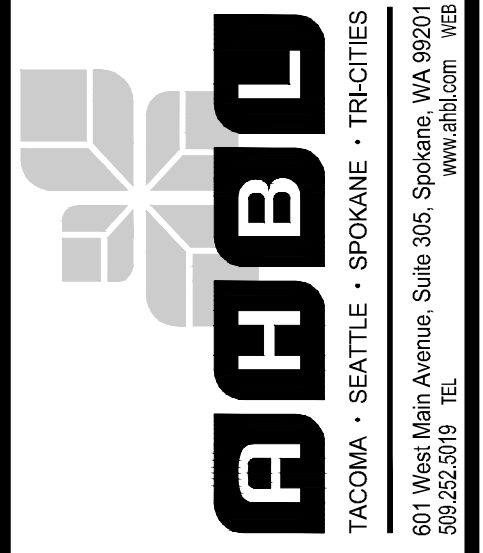


REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	EXISTING SHELTER TO REMAIN
2	DRINKING FOUNTAIN
3	AGILITY LOGS FROM THINNED TIMBER (TYP)
4	LANDSCAPE BERM
5	CONC. PICNIC TABLES
6	LANDSCAPE BOULDERS
7	BARK MULCH
8	COMPACTED GRAVEL TRAIL
9	PRE-CAST CONCRETE STEPS
10	EXISTING FENCE TO REMAIN
11	NEW 6' FENCE
12	NEW SHELTER TO MATCH EX. SMALL SHELTER
13	PICNIC BENCH
14	8'X8' ENTRY VESTIBULE
15	TRASH RECEPTACLE
16	TREE TO REMAIN
17	SIGN KIOSK
18	ACCESSIBLE PARKING
19	VISUAL BUFFER
20	FUTURE FISH LAKE TRAIL
21	FUTURE RETAINING WALL
22	ENTRY SIGNAGE
23	ENTRY GATE
24	SWALE
25	FRONTAGE IMPROVEMENTS
26	DIRECTIONAL SIGNAGE
27	JERSEY BARRIERS. ACCESS RESTRICTED BEYOND THIS POINT.
28	EXISTING GRAVEL SURFACING TO REMAIN. NOT A PART.
29	REDUCE WOOD FUELS IN ALL DOG PARK AND ADJACENT LANDSCAPE
30	GRADE SLOPE WITHIN SMALL DOG AREA.
31	EXISTING TRAIL TO REMAIN
32	REPAIR ERODED GRADES



**CITY OF
SPOKANE
PARKS
& RECREATION**



**HIGH BRIDGE PARK
DOG PARK IMPROVEMENTS**

SPOKANE, WA 99201

SCHEMATIC LANDSCAPE PLAN

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DATE:	2024.04.10
DRAWN BY:	CDA
CHECKED BY:	CDA
PROJECT NO:	2230645.40

REVISION	
△	
△	
△	
△	

SHEET ___ OF ___

L1.0



< **Business Lookup**

License Information:

[New search](#) [Back to results](#)

Entity name: AHBL, INC.

Business name: AHBL, INC.

Entity type: [Profit Corporation](#)

UBI #: 600-130-359

Business ID: 001

Location ID: 0002

Location: Active

Location address: 601 W MAIN AVE
STE 305
SPOKANE WA 99201-0613

Mailing address: 2215 N 30TH ST STE 300
TACOMA WA 98403-3350



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	T12057914BL			Active	Apr-30-2025	Oct-15-2012

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

Governing people	Title
BECKER, JOHN	
BRYNESTAD, BARTON	
CARLSON, WAYNE	
FIERST, WILLIAM	
FITZPATRICK, ERICK	
FOLLANSBEE, DAVID	
HANSEN, TIM	



Governing people**Title**

LELAND, KENNETH

MCEACHERN, ANDREW

NASON, DAVID

SAWIN, TODD

TAPP, DOUGLAS

WEBER, JOHN

Registered Trade Names**Registered trade names****Status****First issued**

AHBL. INC

Active

May-10-1990

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
5/20/2024 1:16:22 PM



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick PHONE (A/C. No. Ext): 510-272-1400 FAX (A/C. No): E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE
License#: 6003745 AHBLINC	INSURER A: XL Specialty Insurance Company NAIC # 37885 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: The Charter Oak Fire Insurance Company 25615 INSURER D: The Travelers Indemnity Company of Connecticut 25682 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2140833679 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6808J59430A	9/11/2023	9/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8P56584A	9/11/2023	9/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP8J596642	9/11/2023	9/11/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6808J59430A	9/11/2023	9/11/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			DPR5017465	9/11/2023	9/11/2024	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: All Operations of the Named Insured.
 The City of Spokane, its officers and employees are named as Additional Insured for General Liability and Auto Liability as required by written contract. General Liability is Primary and Noncontributory as per policy form. A Waiver of Subrogation applies per the attached endorsement(s).

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201	CANCELLATION 30 Day Notice of Cancellation 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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DATE OF ISSUE: 09/08/2023

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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DATE OF ISSUE: 09/08/2023

Page 1 of 1

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: June 5, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	Darren Chu / Pedestrian Access Easement / Grant Park (In-Kind improvement).		
Begin/end dates	Begins: 06/13/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history:			
<p>Pedestrian access easement across a small portion of Grant Park to facilitate emergency egress onto park property from the adjacent business (Indicana) patio as required by the City planning & building services division. This easement was discussed by the land committee in September of 2023, and the park board was amenable to the drafting of an easement agreement. Since that time the private party has been renovating the adjacent property to open a restaurant and is returning with the formal request for an access easement agreement.</p> <p>In accordance with the draft 'alternative use on park property' policy, applicant has prepared responses to the draft 'application form for alternative use on park land' for park board review.</p>			
Motion wording:			
Motion to approve access easement with Darren Chu for pedestrian access across park land at Grant Park (in-kind improvement)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Darren Chu - Property Owner			
Name: Darren Chu		Email address: TBD	Phone:
Distribution:			
Parks – Accounting		Patty Kells	
Parks – Sarah Deatrich		Chip Overstreet (chipoverstreet@gmail.com)	
Requester: Nick Hamad		Nick Hamad	
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount: in-kind improvement		Budget code: TBD	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

City of Spokane
Parks & Recreation Division
808 W. Spokane Falls Blvd.
Spokane, WA 99201
(509) 625-6200

ACCESS EASEMENT

This Access Easement (“Easement”) is made and executed this _____ day of _____, 2022, by THE CITY OF SPOKANE, a municipal corporation of the State of Washington (“City” or “Grantor”), and DARREN L. CHU, a Washington limited liability company; dealing in his sole property (“Grantee”), hereinafter jointly referred to as “Grantee”.

WHEREAS, the City owns certain real property located in the City and County of Spokane, Washington generally described Spokane County Parcel Number 35204.2604 which is more fully described in Exhibit “A” attached hereto (“Park Property”); and having an abbreviated legal description as follows:

20-25-43: COOK & BYER LOTS 2-3 B1; TOG W S 1/2 VAC 10TH LYG N OF AND ADJ TO LT 2; ALSO TOG W/ PTNS OF VAC RDS WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C20856.

WHEREAS, Grantee owns certain real property known as Spokane County Parcel Number 35204.2628, which is more fully described on Exhibit “B” attached hereto (“Benefitted Property”); and

WHEREAS, Grantee has requested an easement for purposes of a required secondary egress and landscaping from the building to their northern portion of their parcel, over a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”); and

WHEREAS, Grantee has requested an easement to facilitate the installation, operation and maintenance for a private walkway access to the northern portion of their parcel, using a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”).

NOW, THEREFORE, in consideration of tree work, public access improvement and maintenance, the mutual benefits, covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

1. **Easement.** Grantor hereby grants and delivers to Grantee a perpetual easement on, over, under, through, across, and upon those portions of the Park Property described in Exhibit "C" for purpose of providing access ingress, egress and landscaping (the "Access Easement"), and over, through, and across those portions of the Park Property described in Exhibit "A" for purposes of a required secondary egress and landscaping from the building to their northern portion of their parcel (the "Access Easement"), and for no other purposes. Collectively, the Access Easement may be referred to hereinafter as the "Easement".

2. **Purpose.**

A. **Access Easement.** The Access Easement is granted for the purpose of allowing Grantee(s), at all times, to enter the Access Easement for the purpose of a required secondary egress and landscaping from the building to their northern portion of their parcel a required secondary egress from the building to their northern portion of their parcel to the Benefitted Property together with associated landscaping, all at no cost whatsoever to Grantor.

B. **Director Permission Required.** Grantee(s) shall not install or replace any such improvements in the Easement until plans for the same have been reviewed and approved in writing by the Director of Parks and Recreation. Except as expressly provided herein, Grantees shall not use the Easement for any other purpose(s) without the express written permission of the Director of Parks and Recreation.

3. **Non-Exclusive.** The Easement granted herein shall be non-exclusive.

4. **Maintenance.**

A. Grantees shall be responsible for maintenance, repair, and/or replacement of all improvements constructed by Grantees within the Easement. Without limiting the foregoing, Grantees shall, at its sole cost and expense, maintain and keep the Access Easement area and associated improvements and appurtenances in good working condition. Grantees shall maintain an all-weather surface condition. The City shall not be responsible for any routine maintenance, repair or replacement of any portion of the improvements within the Easements.

B. Upon each and every occasion that the Grantees install, repair, maintain, remove, and/or replace improvements of any kind within the Easement,

Grantee(s) shall restore Park Property and Grantor's surrounding property to the condition such property was in prior to any such installation or work, to the extent any damage or disturbance to Park Property was caused by the Grantees' installation, repair, maintenance, removal and/or replacement of its improvements within the Easement area.

C. Prior to the commencement of construction or maintenance activities within the Easement, Grantee(s) shall provide a minimum 14-day notice to Grantor of planned work. Grantee(s) shall call 509.625.6200 and request to be directed to appropriate City staff for coordination of construction or maintenance activity.

D. Grantee(s) shall construct and maintain all improvements within the Easement to the standards required by all authorities having jurisdiction. Access improvements shall include a hard surfaced walkway/access, landscaping and vegetation (including any tree or shrub roots), irrigation, general area lighting improvements, and any other appurtenance as required by authorities having jurisdiction within the Access Easement area.

E. Grantee(s) shall maintain trees immediately adjacent to the west property line of Grantee(s) property (adjacent to sport court) in accordance with City of Spokane Urban Forestry standards for the duration of this easement.

F. Grantees are responsible for obtaining all required approvals and permits for any activity Grantees undertake within the Easement.

G. Neither Grantee(s), nor their successors or assigns shall be permitted to erect or place any gates, fencing, access controls, accessory structures, building encroachments, or other improvement(s) within the Easement or on Park Property which may limit public access to the Park Property or reduce the area of Park Property available to the public.

5. Successors. The agreements contained herein and the rights granted hereby shall run with the title to the easement areas and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

6. Miscellaneous Provisions.

A. Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services or to pay for any service connections, or installations near or adjacent to the Easements.

B. Each individual executing these easement on behalf of Grantee(s) represents and warrants that they are duly authorized to execute and deliver this Easement on behalf of Grantee(s) in accordance with a duly adopted resolution of Grantees' board of directors or in accordance with Grantees' bylaws (if applicable), and that this Easement is binding upon Grantee(s) and its successor's and assigns, in accordance with its terms.

C. The Grantees shall secure a tree permit from the City of Spokane Urban Forestry Department for all tree work associated with Access Improvements & Utility Improvements and perform all tree work in accordance with City requirements. Grantees shall prune and/or remove trees and understory vegetation immediately west of Grantees property (adjacent to sport court) in accordance with the recommendations of City of Spokane Urban Forestry staff and Parks Department Landscape Architect. This work is intended to open views into the park from the private property and improve the general security of this location.

7. Indemnification. Grantee(s) shall defend, indemnify, hold and save the Grantor harmless from any activity, work or thing done, permitted or suffered by Grantee(s) in or about the Access Easement, except to the extent such claim resulted from the act or omission of Grantor in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Grantee(s), its agents or contractors.

8. Insurance. At all times during the term of this Easement, Grantee(s) shall maintain in force at its own expense, 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 lease. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Lessee's occupancy of the premises under this lease; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Lessee or its insurer(s) to the City.

As evidence of the insurance coverages required by this Easement, the Grantee(s) shall furnish acceptable insurance certificates to the City at the time the Grantees returns the signed Easement. The certificate shall specify all of the parties who are additional insured, will include applicable policy endorsements, will include the 30 day cancellation clause, and will include the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. Grantees shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Dated this _____ day of _____, 2023.

CITY OF SPOKANE

By: _____
City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

GRANTEE:

DARREN L CHU

By: _____
Its: _____

Darren L Chu

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that GARRETT JONES and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as

the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington, residing at Spokane.

Appointment expires: _____

STATE OF WASHINGTON :
 : ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, _____ DARREN L CHU signed this instrument, _____
(Print name)

on oath state that (she/he/they) is/are authorized to execute the instrument as the PROPERTY OWNER
(Position/Title)

and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :

County of Spokane : ss.
:

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument, on oath state that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument, on oath state that he is authorized to execute the instrument, and acknowledged it to be (his/her/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

Exhibit A

Legal Description and Depiction of City Property

A portion of Section 20, Township 25 North, Range 43, E.W.M. in Spokane County, Washington described in as follows:

20-25-43: COOK & BYER LOTS 2-3 B1; TOG W S 1/2 VAC 10TH LYG N OF AND ADJ TO LT 2; ALSO TOG W/ PTNS OF VAC RDS WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C20856.



Exhibit B

Legal Description and Depiction of Grantees's Property

A portion of Section 20, Township 25 North, Range 43, E.W.M. in Spokane County, Washington described in as follows:

20-25-43 THE NORTH 50 FEET OF LOTS 23-24 BLOCK 1; TOGETHER WITH THE SOUTH 10 FEET OF LOT 1 BLOCK 1 OF COOK AND BYERS ADDITION.

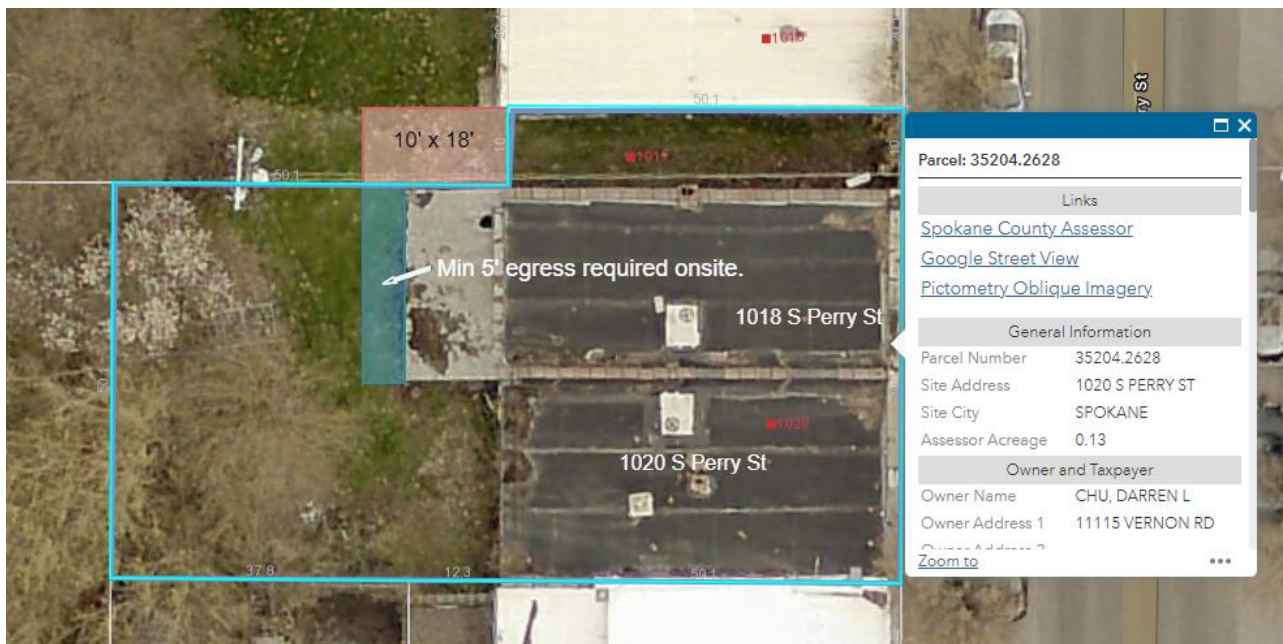


Exhibit C

Legal Description and Depiction of Access Easement



DRAFT Application Form – Alternative Use on Park land

The purpose of this form is to gather the relevant information regarding applications proposing 'Alternative Use' on city owned park property. Completed applications will be reviewed by the City Park Board for a determination regarding whether the requested proposal should be accepted or rejected.

All requested materials are to be submitted electronically.

1. Applicant Information

- a. Applicant Name: Darren Chu
- b. Applicant Organization (if applicable): N/A
- c. Contact Email address: chuisnot@hotmail.com
- d. Contact Mailing address: 11115 Vernon Rd, Lake Stevens, WA 98158
- e. Contact Phone: 503-380-7020

2. Park Property Affected by Proposal

- a. Park Name: _____ Grant Park
- b. Site Address: _____ 1324 W 10TH AVE
- c. Parcel number(s): _____ 35204.2604
- d. Approximate amount of park area impacted by proposal: 10'x18' (180sf)
- e. Park Classification & Intended Use (*city staff*): Neighborhood Park
- f. Attach a map of the approximate park area impacted by the proposal (*city staff*): attached

3. Proposal Classification / Proposed Type of Alternative Use (select which apply)

- a. Access across park land – vehicular
- b. Access across park land – pedestrian or bicycle**
- c. Utility installation – At or above ground level
- d. Utility installation – Underground
- e. New construction – Permanent Structure
- f. New construction – Temporary Structure
- g. Other

4. Applicant Proposal for Alternative Use

- a. Briefly describe the proposed alternate use on park land, taking care to explain why the usage of public park property is required, and the intended benefit to the applicant and the city park system.

The 18'x10' section of park property is currently unused, or lightly used by park patrons, as it is adjacent to the back of businesses and has no real use. The 18'x10' section is required to allow egress from the building in the event of a fire. The city park system benefits by having a derelict building transformed into two businesses with beautiful back patios, and both businesses have very credible owners with proven track records of success in Spokane.

- b. Is the proposed action primarily intended to benefit a private use on or near a park, or is it intended to benefit a public use on or near a park, or both? (select one)
- i. Private use
 - ii. Public use
 - iii. **Both**
 - iv. If selected 'private' or 'both', describe the private use proposed and describe how the applicant will improve or enhance public park function as a result of the action.

The 18'x10' section of park property that enables egress will be available for public or private use. Neither the owner nor the tenants will place any furniture or other object in this section, it will be open for use by anyone.

- c. What is the proposed time duration for the alternative use
- i. Temporary, <1 year
 - ii. Temporary, >1 year, <10 years
 - iii. Temporary, >10 years (enter length)
 - iv. **Perpetual**
- d. Will this proposal displace an existing developed park use?
- i. Yes/no: **No**
 - ii. If yes, please describe the specific use(s) or facility displaced and detail the specific relocation, improvement or compensation proposed to ensure public park functionality or access is restored and improved by this action: **N/A**
- e. Will this proposal disturb or develop previously undisturbed natural land?
- i. Yes/No: **No**
 - ii. If yes, please describe the specific park area disturbed or developed and the restoration or compensation proposed to ensure public park natural area is restored or enhanced by this action. **N/A**
- f. Will this proposal remedy an existing problem within the park, repair a damaged or neglected portion of the park, or enhance the public functionality within the subject park?
- i. Yes/No: **Yes**
 - ii. If yes, please describe the specific improvement.
The building that is being renovated has been vacant for approximately 10 years, and it has been a security concern for park residents and neighbors. The back space adjacent to Grant Park had been used often by the homeless, and at least once arrests were made of individuals cooking crystal meth in the basement. By the time the project is completed, over \$500,000 will have been invested in the building by the owner and the tenants to dramatically beautify the building and remove the likelihood of homeless occupation or illegal drug usage.

- g. Is the use of public park land required to meet the applicant's desired goal, or can a similar outcome be achieved without the use of public park land?
 - i. Yes, there are alternatives to the use of park land
 - ii. **No, use of park land is required**
- h. Please summarize how this proposal will result in a 'quantifiable net improvement' to the city's public park system.

Please see paragraph above in response to question "f"

5. Staff Provided Information

- a. Is this park property subject to any deed restrictions? If so, please list. **No**
- b. Was this park property acquired or improved using any State or Federal grant funding? If so, please list. **No**
- c. Does the proposed action align with the goals, objectives and strategies of the current adopted park system master plan?
- d. Staff comments on application.
- e. What is the existing use & condition of the specific portion of park land impacted by this proposal?
 - i. Provide a map or aerial view of the proposed use area.
 - 1. Map provided

Spokane Park Board

Briefing Paper



Committee	Finance		Committee meeting date: June 11, 2024
Requester	Jason Conley		Phone number:
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	New OPR Cross Ref: OPR 2019-0848		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K (Maintain and Care)	Master Plan Priority Tier: (pg. 171-175)	Second Tier
Item title: (Use exact language noted on the agenda)	Continuation of Parks Fleet Replacement Pilot Program		
Begin/end dates	Begins: 07/01/2024	Ends: 06/30/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>In March of 2019, Parks commenced a pilot program of lease to own vehicles. Parks has approximately 50 light duty vehicles, with an average fleet age of 14.9 years of age prior to beginning this program. Parks has replaced 36 vehicles in this program (11 lease returns/1 accident loss) under this program and desires to replace/lease return existing inventory. Parks has 7 vehicles on backorder. Estimates indicate Parks will save \$350,000 over 10 years in a combination of vehicle purchase savings and lower maintenance and operation costs. Parks was spending over \$150,000 per year on maintenance and repair costs for the existing fleet, prior to the pilot. Under this pilot program, Parks leases each vehicle and has the opportunity to sell back the vehicle at a price equal or greater than the original purchase price. Over time, this program will refresh the entire fleet and provide the estimated savings stated above. Due to the market volatility of new vehicles, strong resale and severe shortages of critical components, 2025 orders must be placed now, to secure 2025 vehicle delivery from the manufactures.</p>			
Motion wording:			
Approve the continuation of the Parks fleet replacement pilot program in 2024-2025 for additional lease-to-own payments not to exceed \$180,000.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Enterprise Fleet			
Name: Cody Bykonen		Email address: cody.rbykonen@efleets.com	Phone: (425) 917-6308
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Jason Conley			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$180,000		Budget code: Existing fleet budgets	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

Return to Agenda

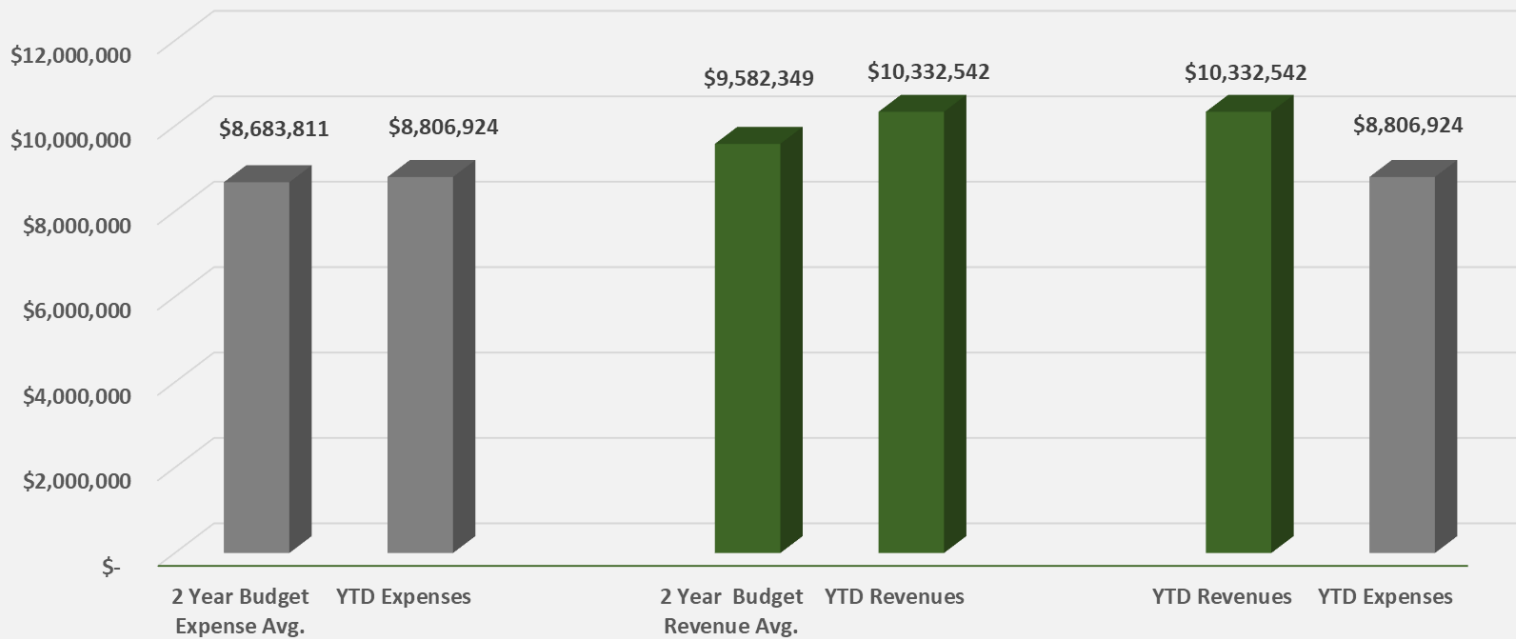


City of Spokane
**PARKS
& RECREATION**



*May '24
Financials*

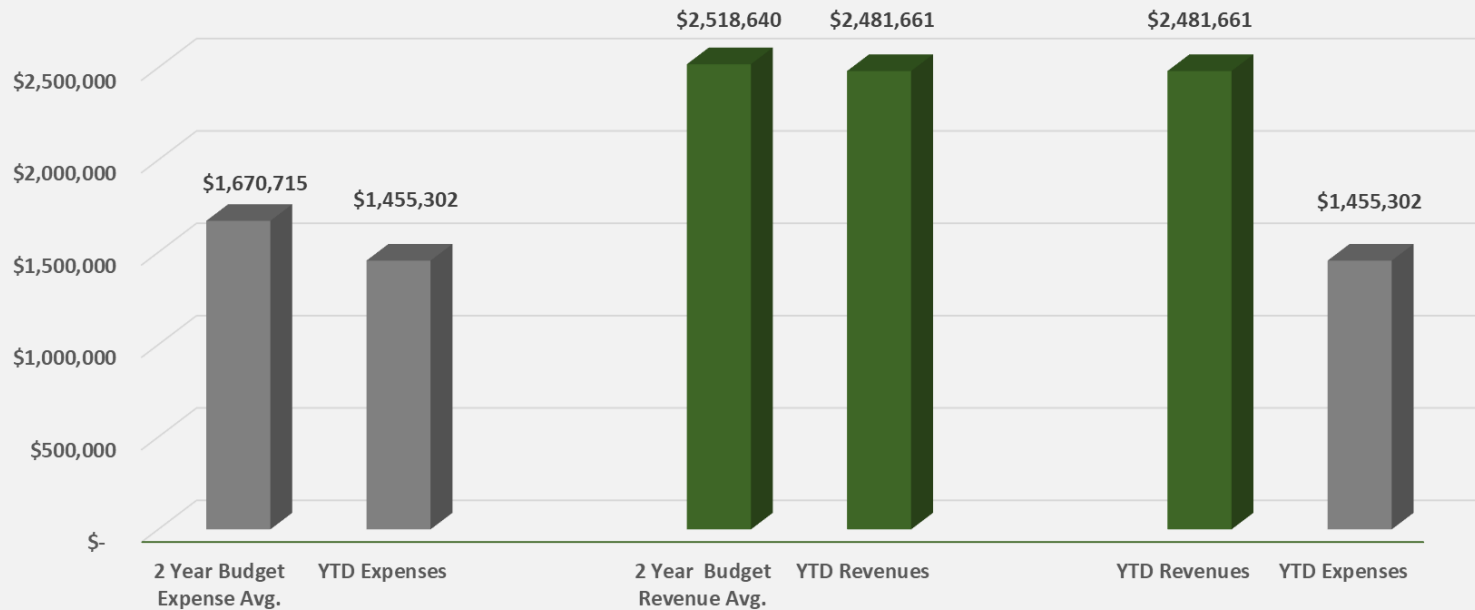
Parks Financials



Key Concepts:

- As a % of budget, both revenues and expenses are trending higher than 2023.
- YTD we have made \$400,000 in transfers to capital versus \$250,000 at this time last year.
- YTD revenues currently exceed YTD expenses by \$1.50 million.

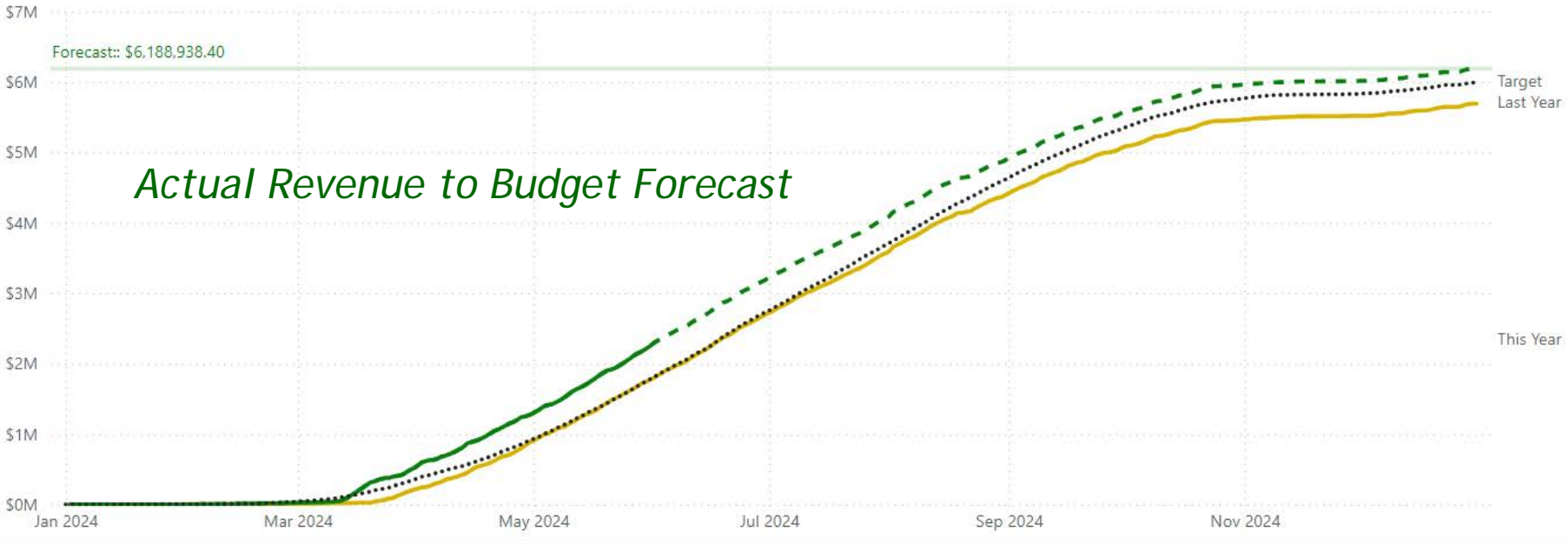
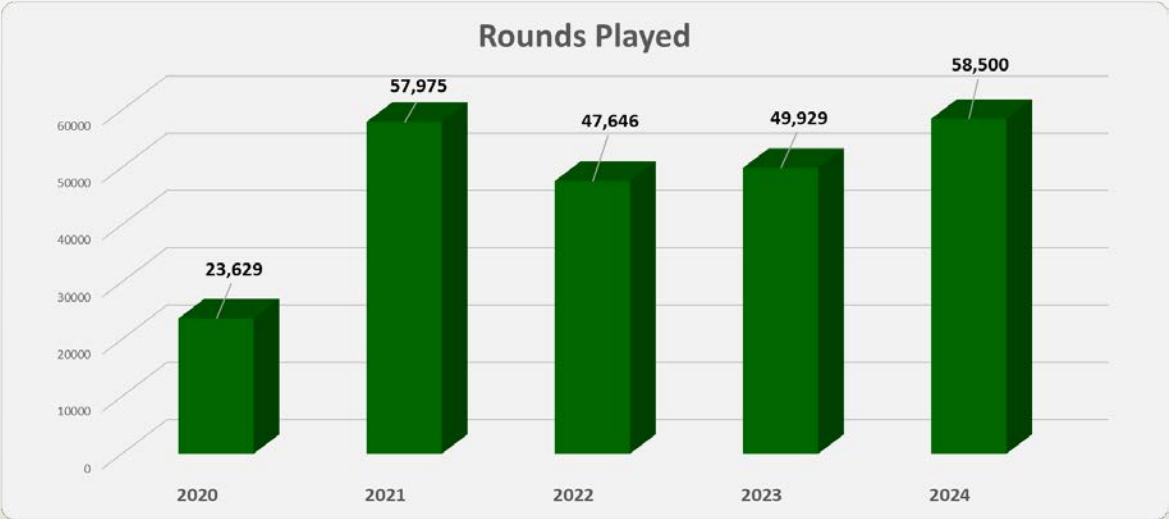
Golf Financials



Key Concepts:

- Golf is currently at 41% of budget for revenues and 28% of budget for expenses.
- Total revenues are ahead of last year by \$543,000.
- YTD revenues currently exceed YTD expenses by \$722,865 (excluding FIF and debt payment).

Golf Scorecard





City of Spokane
PARKS
& RECREATION



*Questions Or
Comments?*