



## Spokane Park Board Agenda

3:30 p.m. Thursday, July 11, 2024

In-person in City Hall Council Chambers and  
WebEx virtual meeting

Call in: 408-418-9388

Access code: 2498 962 1015

### 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) [June 13, 2024, regular Park Board meeting minutes](#)
    - 2) [Claims – June 2024](#)
    - 3) [McClintock and Turk, Inc / Riverfront Park Carrousel Boiler Replacement Project \(\\$42,325.92 plus applicable taxes\) and 10% Administrative Reserve – Berry Ellison](#)
    - 4) [2025 Riverfront Spokane Fees and Charges – Jonathan Moog](#)
    - 5) [Meadowglen Park Design & Documentation Services – Addendum 1 for \\$3,800.00 plus applicable taxes from Park Funds – Berry Ellison](#)
    - 6) [Amendment #1 - Spokane County Interlocal Agreement / Make Beacon Hill Public Phase 2 Project \(\\$500,000 revenue\) – Nick Hamad](#)
5. **Special guests:**
  - A. [City Climate Planning Overview – Maren Murphy](#)
6. [Financial report and budget update: Rich Lentz](#)

7. **Special discussion/action items:**

A. None

8. **Committee reports – action items:**

**Urban Forestry Tree Committee:** The July 2, 2024, meeting was cancelled – Kevin Brownlee

A. Action items: None

**Land Committee:** The July 3, 2024, meeting was cancelled. – Greta Gilman

A. Action items: None

**Recreation Committee:** The July 3, 2024, meeting was cancelled. – Sally Lodato

A. Action items: None

**Riverfront Park Committee:** July 8, 2024 – Gerry Sperling

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

**Golf Committee:** The July 9, 2024, meeting was cancelled – Nick Sumner

A. Action items: None

**Finance Committee:** July 9, 2024 – Bob Anderson

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

- 1) [A RESOLUTION outlining the Park Board's budget priorities for 2025-2027 amidst possible City-wide budget impacts](#) – Garrett Jones

**Development & Volunteer Committee:** June 26, 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

B. Informational items:

- 1) [Mayoral proclamation – Parks and Recreation month, July 2024](#)

12. **Adjournment**

13. **Meeting dates:**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. July 30, 2024, in the Hive events room 'B', and virtually via WebEx.

Land Committee: 3:30 p.m. July 31, 2024, in The Hive events room 'A', and virtually via WebEx.

Recreation Committee: 5:15 p.m. July 31, 2024, in The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. August 5, 2024, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. August 6, 2024, in The Hive events room 'B', and virtually via WebEx.

Finance Committee: 3:00 p.m. August 6, 2024, in The Hive events room 'B', and virtually via WebEx.

Development & Volunteer Committee: 4:15 p.m. September 11, 2024, at the Riverfront Park Pavilion conference room, and virtually via WebEx.

B. Park Board: 3:30 p.m. August 8, 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 [m\\_lowmaster@spokanecity.org](mailto:m_lowmaster@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  
JUNE 2024 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - JULY 11, 2024**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	1,154,448.92
MAINTENANCE & OPERATIONS	\$	431,660.41
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS		
PARK CUMULATIVE RESERVE FUND	\$	148,267.07

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	-
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**GOLF:**

SALARIES & WAGES	\$	190,778.33
MAINTENANCE & OPERATIONS	\$	602,569.40
CAPITAL OUTLAY	\$	133,498.29
DEBT SERVICE PAYMENTS		

**TOTAL EXPENDITURES: \$ 2,661,222.42**

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park	<b>Committee meeting date:</b> July 8, 2024	
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 625-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K, Obj 1	<b>Master Plan Priority Tier:</b>	N/A (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	McClintock & Turk, Inc / Riverfront Park Carrousel Boiler Replacement Project (\$42,325.92 plus applicable taxes) and 10% Administrative Reserve.		
<b>Begin/end dates</b>	Begins: 07/15/2024	Ends: 10/31/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
Replacement of failed boiler and vent at Loeff Carrousel using capital equipment maintenance reserve funds.			
Work includes removal and salvage of existing boiler and vent pipe; installation of new boiler and vent pipe; warranty for 12mo.			
Bids were solicited from the City's small works roster. Apparent low bidder is McClintock & Turk, Inc. with bid amount of \$42,325.92 plus applicable taxes.			
Park Staff requests a 10% administrative reserve (\$4,236.00) in case of additional work, if required.			
<b>Motion wording:</b>			
Motion to approve McClintock & Turk, Inc. for the Riverfront Park Carrousel Boiler Replacement Project in the amount of \$42,325.92 plus tax, AND 10% administrative reserve of \$4,236.00 from Capital Equipment Maintenance Reserve Funds.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: McClintock & Turk, Inc			
Name: Gary Solberg, Project Manager		Email address: gary@mcturk.net	Phone:
<b>Distribution:</b>			
Parks – Accounting		jmoog@spokanecity.org	
Parks – Sarah Deatrich		nhamad@spokanecity.org	
Requester: bellison@spokanecity.org		mprince@spokanecity.org	
Grant Management Department/Name:		scott@mcturk.net	
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$42,325.92 Bid Amount		1950 (capital equipment maintenance reserve)	
\$3,809.33 Washington State Sales Tax		1950 (capital equipment maintenance reserve)	
\$4,236.00 Administrative Reserve		1950 (capital equipment maintenance reserve)	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input checked="" 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: 328-040-432    Business license expiration date: 8/31/24		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



# City of Spokane Invitation To Bid

## BID

TO: CITY OF SPOKANE, WASHINGTON  
PROJECT NAME: Riverfront Park Carrousel Boiler Replacement Project

**BIDDER'S DECLARATION.** The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

**BID OFFER.** The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$	<u>49,890.00</u>
SALES TAX (9 %)	\$	<u>4,490.01</u>
TOTAL BASE BID PRICE:	\$	<u>54,380.01</u>
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	\$	<u>N/A</u>

Alternate #1 - Omit AERCO, Add Lochinvar  
 including 9% WSST \$ **46,135.25**  
 Alternate #2 - Not Applicable to this Project  
 \$  
 Alternate #3 - Not Applicable to this Project  
 \$

### CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	<u>MCCLIT*370NO</u>
U.B.I. Number	<u>328-040-432</u>
Washington Employment Security Department Number	<u>000-221002-00-3</u>
Washington Excise Tax Registration Number	<u>328-040-432</u>
City of Spokane Business Registration Number	<u>T12009987BUS</u>

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. ( YES) ( NO)

**ADDENDA.** The undersigned acknowledges receipt of addenda number(s) 01 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. ( YES) ( NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: McClintock & Turk, Inc.

SIGNATURE: *Gary Solberg*

TITLE: Project Manager / Piping Estimator PHONE: 509-535-7641

ADDRESS: 516 North Sycamore, Spokane, WA 99202



# City of Spokane Invitation To Bid

SUBCONTRACTOR LIST \_\_\_\_\_

PROJECT TITLE: Riverfront Park Carrousel Boiler Replacement Project

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

July 8, 2024

Date

*Gary Solberg*

Signature of Authorized Representative



July 1, 2024

**ADDENDUM NO. 1**

This addendum 1 to Request ‘Riverfront Park Carrousel Boiler Replacement Project is being issued to revise the following:

- Provide Invitation to Bid-Revision 1 (showing alternate boiler)
- Provide non-mandatory pre-bid inspection attendance sign-in sheet.
- Provide non-mandatory pre-bid inspection meeting minutes.
  - a. Providing answers to questions received during the pre-bid meeting.
  - b. Please note: Questions received are identified with “Q”. Answers are identified with “A”.
- Provide Alternate Boiler Manufacturer and Model Number(s).

**The below items are attached to this Addendum and included herein by reference:**

- AD Attachment 1 Invitation to Bid-Revision 1
- AD Attachment 2 Pre-Bid inspection meeting sign-in sheet.
- AD Attachment 3 Pre-Bid inspection meeting minutes
- AD Attachment 4 Alternate boiler specification sheet

**Question and Answer**

- See Pre-Bid inspection meeting minutes.

*Berry S. Ellison*

**Berry S. Ellison  
Parks and Recreation**

**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

The undersigned acknowledges receipt of this Addendum.

McClintock & Turk, Inc.

\_\_\_\_\_  
Company

*Gary Solberg*

\_\_\_\_\_  
Authorized Signature



Carrousel Boiler Replacement						Monday, July 08, 2024				
						Responsive Bidder?				
						Yes	No	N/A	N/A	N/A
Reference Number	Description	Type	UOM	Quantity	McClintock & Turk	MacDonald Miller	Contractor	Contractor	Contractor	
<b>BASE BID /TAX</b>						<b>\$54,380.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Base Bid	Project Scope as spelled out in bid	Base	ea	1	\$49,890.00	\$0.00	\$0.00	\$0.00	\$0.00	
Tax	Sales Tax 9.0%	Base	ea	1	\$4,490.10	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total Extended</b>						<b>\$54,380.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Reference Number	Description	Type	UOM	Quantity	McClintock & Turk	MacDonald Miller	Contractor	Contractor	Contractor	
<b>ALT 1 /TAX</b>						<b>\$46,135.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Base Bid	<u>Omit AERCO, add Lochinvar Boiler</u>	Alt	ea	1	\$ 42,325.92	\$0.00	\$0.00	\$0.00	\$0.00	
Tax	Sales Tax 9.0%	Alt	ea	1	\$3,809.33	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total Extended</b>						<b>\$46,135.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park	<b>Committee meeting date:</b> July 8, 2024	
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> 509-625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	2025 Riverfront Spokane Fees and Charges		
<b>Begin/end dates</b>	Begins:	Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b> Riverfront Spokane provides public attractions and venues for rent to third party event organizers. Fees collected from these activities count towards the cost recovery of providing and maintaining venues and attractions for the community. Discounts are available to qualifying groups. New fee and charges would be go into affect upon approval from the Park Board and phased in between this summer and winter of 2024.			
<b>Motion wording:</b> Approve 2025 Riverfront Spokane fees and charges			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: NA    Budget code: NA			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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)			



## 2025 Attractions Rates

Attraction	2024 Fees <sup>1,3</sup>	2025 Fees <sup>1,3</sup>	Change
<b>The Ice</b>			
Adult Admission	\$9.95	\$10.95	\$1.00
Child Admission (12 & Under)	\$6.95	\$7.95	\$1.00
Skate Rental	\$6.95	\$7.95	\$1.00
Field Trip (Adm, rental) <sup>4</sup>	\$9.95	\$10.95	\$1.00
Adult Unlimited Pass	\$38.95	\$39.95	\$1.00
Child Unlimited Pass (Ages 3-12) <sup>2</sup>	\$27.95	\$28.95	\$1.00
Skate Rental Add-on for Unlimited Pass	\$18.95	\$19.95	\$1.00
<b>Spider Jump</b>			
3 minutes	\$8.95	NA	Closed
5 minutes	\$11.95	NA	Closed
<b>Skyride</b>			
Adult Admission	\$12.95	\$13.95	\$1.00
Child Admission (ages 3-12) <sup>2</sup>	\$8.95	\$9.95	\$1.00
<b>Skate Ribbon</b>			
Skate Ribbon admission	Free	Free	
Helmets & Pads	Free	Free	
Roller Skate Rental (1-Hr)	\$5.95	\$5.95	NC
Scooter Rental (1-Hr)	\$7.95	\$7.95	NC
Pedal Kart Rental (30-Mins)	\$8.95	\$8.95	NC
Pedal Kart Rental (1-Hr)	\$12.95	\$12.95	NC
<b>Looff Carrousel</b>			
Single Ride	\$3.25	\$3.75	\$0.50
Unlimited Ride Day Pass <sup>4</sup>	\$7.95	\$9.95	\$2.00
<b>Value Pass<sup>4</sup></b>			
<u>Winter Pass</u> includes Ice skate admission with rental, Skyride, and unlimited carrousel rides.			
<u>Summer Pass</u> includes Skate or Scooter rental, SkyRide, & unlimited Carrousel rides.			
Adult - Winter Value Pass	\$28.95	\$33.95	\$5.00
Child - Winter Value Pass	\$23.95	\$27.95	\$4.00
Adult - Summer Value Pass	\$28.95	\$24.95	(\$4.00)
Child - Summer Value Pass	\$25.95	\$21.95	(\$4.00)
<b>Parking<sup>4</sup> - Rates may vary between lots</b>			
First Hour (not to exceed)	\$4.00	\$5.00	\$1.00
Additional Hour (not to exceed)	\$1.00	\$1.50	\$0.50
Special Event Rate (not to exceed)	\$15.00	\$25.00	\$10.00
Early Bird (M-F, before 9am to 6pm)	\$3.00	\$4.00	\$1.00
Maximum Daily Rate <sup>5</sup> (6am to 12am)	\$15.00	\$25.00	\$10.00
Fine	\$35	\$40	\$5.00
<b>Discounts</b>		<b>Footnotes</b>	
* 10% General Discount for Military Veterans and Active Duty, Seniors (65+) and AAA * 15% Group discount for purchase of 10 or more of same ticket type. * Discount upto 50% or BOGO may be offered to general public as part of planned activation or promotion of park, program and/or attraction		1. Proposed fees are effective upon Park Board Approval 2. Children 2 and under are free 3. Prices do not include, where applicable, Sales (9.0%) and Admission tax (5%) 4. Discounts not available 5. Not applicable during special event days. Special event rate supercedes all other rates	



## 2025 Special Event Fees and Charges

Facility	Duration <sup>4</sup>	2024 Fees		2025 Fees		Change
Clock Tower Meadow	4-Hours	\$700		\$800		\$100
	Day	\$1,300		\$1,500		\$200
Red Wagon Meadow	4-Hours	\$450		\$450		NC
	Day	\$750		\$750		NC
Tribal Gathering Place	4-Hours	\$425		\$425		NC
	Day	\$700		\$700		NC
Butterfly Plaza	4-Hours	\$300		\$300		NC
	Day	\$500		\$500		NC
Sister Cities Garden	4-Hours	\$450		\$450		NC
	Day	\$750		\$750		NC
Step Well	4-Hours	Not available		\$450		New
	Day	Not available		\$750		New
East Havermale (site)	4-Hours	\$1,250		\$1,250		NC
	Day	\$2,175		\$2,175		NC
Lilac Bowl	4-Hours	\$750		\$750		NC
	Day	\$1,300		\$1,300		NC
Forestry Shelter & Lawn	4-Hours	\$400		\$400		NC
	Day	\$750		\$750		NC
Havermale Point	4-Hours	\$500		\$500		NC
	Day	\$800		\$800		NC
South Gateway (site)	4-Hours	\$900		\$900		NC
	Day	\$1,500		\$1,500		NC
Rotary Fountain Plaza	4-Hours	\$400		\$400		NC
	Day	\$625		\$625		NC
Locust Lawn & Lane	4-Hours	\$400		\$400		NC
	Day	\$700		\$700		NC
Looff Plaza	4-Hours	\$400		\$400		NC
	Day	\$625		\$625		NC
<b>Looff Carrousel (full bldg)</b> <small>*Door Attendant Included</small>	4-Hours	\$1,700		\$1,700		NC
Event Rooms - 3 available	4-Hours	1 room	\$300	1 room	\$300	NC
		2 rooms	\$450	2 rooms	\$450	NC
		3 rooms	\$600	3 rooms	\$600	NC
Looff Patio	4-Hours	w/o room	\$270	w/o room	\$270	NC
		w/ room	\$170	w/ room	\$170	NC
<b>Numerica Skate Ribbon</b> <small>*Door Attendant Included</small>	4-Hours	Apr-Sep	\$1,500	Apr-Sep	\$1,500	NC
		Nov-Feb	\$4,500	Nov-Feb	\$4,500	NC
Event room (combined)	4-Hours	\$300		\$300		NC
Patio	4-Hours	\$275		\$275		NC
snx <sup>sm</sup> mene?	4-Hours	\$550		\$550		NC
	Day	\$975		\$975		NC
Amphitheater	4-Hours	\$300		\$300		NC
	Day	\$500		\$500		NC
Lawn	4-Hours	\$300		\$300		NC
	Day	\$500		\$500		NC
Inspiration Point	4-Hours	\$250		\$250		NC
	Day	\$400		\$400		NC



## 2025 Special Event Fees and Charges

Facility	Duration <sup>4</sup>	2024 Fees	2025 Fees	Change
<b>Bridges</b>				
North Channel Bridge	4-Hours	\$350	\$350	NC
	Day	\$600	\$600	NC
Orange Bridge	4-Hours	\$650	\$700	\$50
	Day	\$1,100	\$1,200	\$100
Blue Bridge	Not available	Not Available	Not Available	NC
Lou Barbieri Bridge	Not available	Not Available	Not Available	NC
King Cole Bridge	Not available	Not Available	Not Available	NC
<b>Park Shelters</b>				
North Bank Shelter	4-Hours	\$500	\$600	\$100
	Day	\$900	\$1,000	\$100
Forestry Shelter and Lawn	4-Hours	\$400	\$400	NC
	Day	\$750	\$750	NC
<b>Central Promenade</b>				
Central Plaza & Central Promenade	4-Hours	\$750	\$800	\$50
	Day	\$1,300	\$1,500	\$200
<b>Parking Lots, Pathways, other</b>				
Walks/Runs using Pathways	Day	\$500	\$600	\$100
- w/additional venue rental		\$350	\$450	\$100
No Fuss 1-hr Outdoor Ceremony	1-hour	\$150	\$150	\$0
Parking Space - Single	Day	\$22	\$22	\$0
Post Lot	Day	Not Available	\$1,500	New
Lincoln Lot	Day	\$1,000	\$3,000	\$2,000
Cataldo Lot	Day	\$1,000	\$2,000	\$1,000
Washington Lot	Day	\$3,000	\$5,000	\$2,000
Washington St Couplet Lawn	4-Hours	\$300	\$300	\$0
	Day	\$500	\$500	\$0
<b>Pavilion</b>				
U.S. Pavilion (Ticketed) <sup>1</sup> <small>Includes stage and spaces below</small>	Day	\$8,250	\$9,075	\$825
U.S. Pavilion (Non-Ticketed) <small>Includes stage and spaces below</small>	Day	\$8,800	\$9,680	\$880
<b>Pavilion Spaces (seperately priced)</b>				
Public Lobby	4-Hours	\$600	\$660	\$60
	Day	\$1,100	\$1,210	\$110
	Outdoor add-on	\$200	\$220	\$20
Expo Meeting Room	Day	\$600	\$660	\$60
	Hourly (2 hr. Min)	\$150	\$165	\$15
74 Meeting Room	Day	\$600	\$660	\$60
	Hourly (2 hr. Min)	\$150	\$165	\$15
Sky Room	4-Hours	\$550	\$605	\$55
	Day	\$975	\$1,075	\$100
Green Rooms 1 & 2	4-Hours	\$250	\$275	\$25
	Day	\$450	\$495	\$45
Garco Terrace <small>(Special Restructions apply)</small>	4-Hours	\$500	\$550	\$50
	Day	\$875	\$963	\$88



## 2025 Special Event Fees and Charges

Facility	Duration <sup>4</sup>	2024 Fees	2025 Fees	Change
South Terrace	4-Hours	\$300	\$330	\$30
	Day	\$525	\$575	\$50
North Terrace	4-Hours	\$300	\$330	\$30
	Day	\$525	\$575	\$50
Service Yard	4-Hours	\$500	\$550	\$50
	Day	\$875	\$965	\$90
Pavilion Ampitheater <small>(stage rental included, additional fees transport and labor required)</small>	Day (ticketed) <sup>1</sup>	\$5,700	\$6,270	\$570
	Day (non-ticketed)	\$5,900	\$6,490	\$590
<b>Full Park Rental</b>				
Includes all reservable outdoors venues and full Pavilion rental. Does not include Loeff Carrousel, Numerica Skate Ribbon & SkyRide or Parking Lots. Additional fees and requirements may apply. Additional discounts do not apply.				
Full Park Rental <sup>1</sup>	Day	Not Available	\$19,000	New
<b>Wedding Packages</b>				
(includes area rental, ceremony chairs, set-up fee, fencing, attendants, tables, skirting, event signs)				
Loeff Carrousel- Full Rental (Jun-Oct)		\$2,400	\$2,400	NC
Loeff Carrousel- Full Rental (Nov-May)		\$2,800	\$2,800	NC
Loeff Carrousel (Event Rooms + Patio)		\$1,300	\$1,300	NC
Pavilion Lobby, 4-hrs		\$1,400	\$1,400	NC
Pavilion Lobby, 8-hrs		\$1,800	\$1,800	NC
Pavilion, Full House		\$9,200	\$9,200	NC
Pavilion, Sky Room		\$1,200	\$1,200	NC
Outdoor		\$650	\$650	NC
<b>Birthday Packages - Mix/match Venue &amp; Tickets</b>				
(Each party includes 2.5-hr rental. 15 Minimum ticket or rental purchase required)				
Numerica Skate Ribbon, 2-Room	30	\$300 Ice / \$200 Roller	\$200 Ice / \$150 Roller	(\$50) / NC
Loeff Carrousel, 1-room	24	\$250	\$175	(\$75)
Loeff Carrousel, 2-room	48	\$350	\$225	(\$125)
Loeff Carrousel, 3-room	72	\$475	\$300	(\$175)
North Bank Shelter	50	\$250	\$250	NC
Additional Hour		\$50	\$50	NC
<b>Ticket Options</b>				
Spider Jump Rental (2.5 hrs)		Not Available	\$450	New
Roller Skate / Scooter Rental (each)		\$4.95	\$4.95	NC
Ice Admission and Skate Rental <sup>5</sup> (each)		\$9.95	\$10.95	\$1
Unlimited Carrousel Day Pass <sup>5</sup> (each)		Not Available	\$5.95	New
<b>Vendor Space Fee</b>				
(Fee charged to vendors when Riverfront hosts an event. May substitute fee for 10% gross receipts with written agreement; whichever is greater)				
Small Event	0-500	\$250	\$250	NC
Medium Event	501 - 1000	\$350	\$350	NC
Large Event	1001+	\$450	\$450	NC



## 2025 Special Event Fees and Charges

Facility	Duration <sup>4</sup>	2024 Fees	2025 Fees	Change
<b>Food &amp; Beverage Vendor Impact Fee</b>				
<small>(Not available for discount, applied once per event)</small>				
	Vendors			
Small Event	0 to 10	\$0	\$0	NC
Medium Event	11 to 20	\$200	\$200	NC
Large Event	21+	\$500	\$500	NC
<b>Additional Rentals</b>				
40x40 Stage <small>(Special requirements apply, no rental charge for set-up and break-down)</small>	Day	\$6,000 (Day 1) \$2,500 (Per day thereafter)	\$6,000 (Day 1) \$2,500 (Per day thereafter)	NC
Room Reset Fee (as applicable)	Event	\$50	\$50	NC
86" Monitor, camera, operator	Event	\$500	\$500	NC
A- Frame (blank)	Event	\$5	\$5	NC
Cord Covers 3'	Event	\$10	\$10	NC
4' Round Dining Height Seats 4	Event	\$10	\$10	NC
5' Round Dining Height Seats 8	Event	\$10	\$10	NC
6' Rectangle Banquet Table	Event	\$10	\$10	NC
8' Rectangle Banquet Table	Event	\$10	\$10	NC
3' Round Cocktail Height	Event	\$10	\$10	NC
3' Round Patio table w/ 4 Chairs	Event	\$20	\$20	NC
Table Skirting	Event	\$5	\$5	NC
5' Plastic Folding Table	Event	\$8	\$8	NC
6' Plastic Folding Table	Event	\$8	\$8	NC
Plastic Folding Chairs	Event	\$2	\$2	NC
Plastic Non-Folding Chairs	Event	\$2.50	\$2.50	NC
Padded Folding Chair	Event	\$2.50	\$2.50	NC
Podium	Event	\$50.00	\$50.00	NC
Black Stanchion (9ft Length)	Event	\$8.00	\$8.00	NC
Extension Cord	Event	\$20	\$20	NC
PA System w/Wireless Mic	Event	\$200	\$200	NC
Rustic Picnic Table w/2 benches	Event	\$20	\$20	NC
Spider Box	Event	\$125	\$125	NC
Event Fence Section (8x3.5ft)	Event	\$12	\$12	NC
Event Fence Section (6x10ft)	Event	\$15	\$15	NC
<b>Discounts</b>		<b>Footnotes</b>		
Largest qualifying discount will be applied. Multiple discounts may not be applied with exception of 10% discount for multi-year agreements. 1. <u>Community Event<sup>2</sup> Discounts</u> *25% Event is free and open to the public; OR, *20% Public fundraiser (fun run, entrance fees, etc.); OR, *15% Nonprofit Private Event 2. 50% Discount off of facility rates for new events to Riverfront Park/Pavilion. Applied to first event only and requires 3-year agreement. 3. 60% Multi-Day Discount - Event reservations greater than four days. Each day after four receives the discount. 4. Additional 10% for event with a min 3 year agreement. \$2000 minimum rental		1. Flat rate or 10% of gross gate receipts, per performance, whichever is greater. 2. Community Event – Events that are promoted or sponsored by a Civic, Educational, Religious or Charitable group or organization within the State of Washington. The group must hold a City of Spokane business license (unless exempt by SMC regulations) 3. Commercial Performance/Event – Defined as public or private sector (excluding city agency or nonprofit organization). 4. 4-hour and full day (6am-Midnight) rates are inclusive of move-in and move-out periods for events. 5. Prices do not include, where applicable, Sales (9.0%) and Admission tax (5%)		

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land	<b>Committee meeting date:</b> July 3, 2024	
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 625-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2024-0238		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)		<b>Master Plan Priority Tier:</b> (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Meadowglen Park Design & Documentation Services - Addendum 1 for \$3,800.00 plus applicable taxes from Park Funds		
<b>Begin/end dates</b>	Begins: 06/01/2024	Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Meadowglen Park Design & Documentation Services was awarded to PLACE LA early 2024. Phase I of the project entailed site evaluation, schematic design and cost estimation for project planning and grant submissions. Phase I ended in May, 2024 with the delivery of renderings, site plans, and cost estimates being accepted by Parks Planning Manager. Staff presentations and meetings with the Grant Awarding committees resulted in their suggestions of modifying the renderings to better support the grant ask. The scope of work, deliverables, schedule and fee were negotiated and have the approval of Staff.			
<b>Motion wording:</b> Move to approve Meadowglen Park Design & Documentation Services - Addendum 1 for \$3,800.00 plus applicable taxes from Park Funds			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: PLACE LA Name: Joshua Trip    Email address: josh@place-la.com    Phone: 509 293-6743			
<b>Distribution:</b> Parks – Accounting    nhamad@spokanecity.org Parks – Sarah Deatrich    jweathermon@place-la.com Requester: bellison@spokanecity.org    jkconley@spokanecity.org Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$3,800.00 plus applicable taxes    Budget code: 1950-54920-94000-56522-48025			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b> <input checked="" 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: 603-603-875    Business license expiration date: 3/31/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			





**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**CONTRACT AMENDMENT NO. 1**

Title: **LANDSCAPE ARCHITECTURAL DESIGN  
AND CONSULTATION SERVICES FOR  
MEADOWGLEN PARK, PHASE ONE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **PLACE LANDSCAPE ARCHITECTURE LLC**, whose address is 1325 W. First Avenue, Suite 204, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide project feasibility and conceptual design of public park improvements of Meadowglen Park; and

WHEREAS, additional money is needed to pay for additional renderings, thus, the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 27, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on June 1, 2024 and shall run through December 31, 2025.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment in accordance with Consultant’s June 19, 2024 Proposal. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**PLACE LANDSCAPE ARCHITECTURE LLC**

**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 that are part of this Agreement:**

Attachment A – June 19<sup>th</sup>, 2024 Proposal

24-117

**ATTACHMENT A**

June 19, 2024



Mr. Berry Ellison  
Project Manager / Landscape Architect  
City of Spokane Parks & Recreation  
808 W Spokane Falls Blvd #5  
Spokane, WA 99201  
509-625-6276 / bellison@spokanecity.org

**RE: Landscape Architectural Design and Consultation Services for Meadowglen Park, Phase One – ADD 01**

Dear Mr. Ellison:

Following up with our meeting, please find the following Add Services Request to modify the PHASE ONE Site Plan and 3D Renderings for Meadowglen Park. We will create new graphics to convey the existing conditions outside of the Phase One limit of work so that the proposed improvements more clearly stand out from the native, unimproved conditions.

PLACE LA Anticipates the following delivery timelines

<u>Task Name/Description</u>	<u>Begin</u>	<u>Target Completion</u>
Update Renderings and Plan View	Jun 19, 2024	Jun 26, 2024
City Review and Comment	Jun 26, 2024	Jul 08, 2024
Final Revisions and Delivery	Jul 09, 2024	Jul 11, 2024

As you requested, PLACE Landscape Architecture is very pleased to offer you the following services for the project:

**FEES, SHEETS OR DRAWINGS, AND ESTIMATED HOURS**

We would propose lump sum fees for the work as follows, payable upon presentation of a monthly statement.

Proposed Total Fee: **\$3,800.00**

If these terms are agreeable to you, please sign a copy of this letter and send it back to us via email or US mail.

With Gratitude,  
PLACE Landscape Architecture

A handwritten signature in black ink, appearing to read 'J. Tripp', written over a horizontal line.

Joshua Tripp, PLA, ASLA  
Principal Landscape Architect

This proposal is covered by our General Liability and Professional Practice Insurance Program.

Acceptance of Proposal: I have read the above prices, scope of work, and Exhibit "A"; it is satisfactory and hereby accepted. PLACE is authorized to commence work as specified and agreed to herein. Please sign below and return to our office. We will begin work immediately upon receipt of the signed agreement and the AutoCAD files. A retainer of 0% is required to begin work; services will be billed monthly upon completion.

The undersigned accepts the above agreement.

ACCEPTABLE:

---

Signature of Authorized Agent

---

Date of Acceptance



< Business Lookup

## License Information:

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

**Entity name:** PLACE LANDSCAPE ARCHITECTURE LLC

**Business name:** PLACE LANDSCAPE ARCHITECTURE, LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 603-603-875

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1325 W 1ST AVE  
STE 204  
SPOKANE WA 99201-4136

**Mailing address:** 2011 E 30TH AVE  
SPOKANE WA 99203-3971



**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
<a href="#">Spokane General Business - Non-Resident</a>				Active	Mar-31-2025	Jan-25-2018

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

Governing people	Title
TRIPP, JOSHUA	

## Registered Trade Names

Registered trade names	Status	First issued
PLACE LANDSCAPE ARCHITECTURE, LLC	Active	Apr-07-2016

The Business Lookup information is updated nightly. Search date and time: 3/4/2024 8:34:44 AM



## Contact us

How are we doing?

**Take our survey!**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2024

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).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	<b>CONTACT NAME:</b> Rhonda Ausbun <b>PHONE (A/C, No, Ext):</b> 360-483-2126 <b>FAX (A/C, No):</b> 360-483-2126	
	<b>E-MAIL ADDRESS:</b> rhonda.ausbun@assuredpartners.com	
License#: 6003745 PLACLAN-01		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> RLI INSURANCE COMPANY
		<b>INSURER B:</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 189139693 **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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			PSB0006239	5/9/2024	5/9/2025	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 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input 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 <input checked="" type="checkbox"/> NoOwned Auto			PSB0006239	5/9/2024	5/9/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSB0006239	5/9/2024	5/9/2025	<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 \$ 2,000,000
A	Professional Liability			RDP0054525	5/9/2024	5/9/2026	Per Claim \$ 1,000,000 Aggregate \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.  
 Additional Insured: City of Spokane Parks & Rec Dept.

45 days' notice of cancellation applies, except 10 days for nonpayment of premium.

**CERTIFICATE HOLDER** **CANCELLATION** 30 Day Notice will be sent to holder

City of Spokane Parks and Rec Dept 808 W Spokane Falls Blvd #5 Spokane WA 99201 USA	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR NONRENEWAL  
INCLUDING NONPAYMENT OF PREMIUM –  
DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT**

In consideration of the additional premium of \$50.00, it is hereby understood and agreed that if the Insurer cancels or chooses to nonrenew this Policy for any reason other than nonpayment of premium the Insurer will provide written notice at least 45 days before the effective date of the cancellation or nonrenewal to the designated person or organization in the below schedule. For cancellation due to nonpayment of premium the Insurer will provide written notice at least ten (10) days before the effective date of cancellation to the designated person or organization in the below schedule.

Such notice will be sent via the US mail address or E-mail address listed below. Proof of mailing or E-mailing will be sufficient proof of notice.

**Schedule**

Designated Person or Organization:

City of Spokane Parks & Rec Dept

E-Mail address:

n/a

US mail address:

808 W Spokane Falls Blvd #5  
Spokane, WA 99201

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
CERTIFICATE HOLDER**

**Schedule**

Designated Person or Organization:

City of Spokane Parks & Rec Dept

Email Address:

US Mail Address:

808 W Spokane Falls Blvd #5

Spokane, WA 99201

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (45) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance		<b>Committee meeting date:</b> July 9th, 2024
<b>Requester</b>	Nick Hamad		<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2023-0236		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L: Funding Futures	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Amendment #1 - Spokane County Interlocal Agreement / Make Beacon Hill Public Phase 2 Project (\$500,000 revenue).		
<b>Begin/end dates</b>	Begins: 07/11/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>This document amends the existing 'Make Beacon Hill Public' interlocal agreement with Spokane County to increase the County's matching project funding by \$500,000 (total contribution of \$800,000).</p> <p>As detailed design and engineering have progressed, estimated project construction costs have increased. This funding increase provides the estimated match needed from the County to construct improvements at Shields Park.</p> <p>This project is funded in part by county, city, private donations, and a federal recreation grant (LWCF).</p>			
<b>Motion wording:</b>			
Motion to approve Amendment #1 to the Interlocal Agreement with Spokane County (\$500,000 revenue)			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company:			
Name: Mary L. Kunej		Email address: dchase@spokanecounty.org	Phone:
<b>Distribution:</b>			
Parks – Accounting		Doug Chase (dchase@spokanecounty.org)	
Parks – Sarah Deatrich		Julia Culp (jculp@spokanecounty.org)	
Requester: Nick Hamad		Al Vorderbrueggen	
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
\$500,000 (revenue)		1950-54920-99999-29170-48082	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<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)

Attachment "1"

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE PARKS & RECREATION DIVISION REGARDING MAKE BEACON HILL PUBLIC PHASE 2 PROJECT

**THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT** (the "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between SPOKANE COUNTY, a political subdivision of the State of Washington, through its Parks, Recreation & Golf Department, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as "County", and CITY OF SPOKANE through its PARKS AND RECREATION DIVISION, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Floor 5, Spokane, WA, 99201, hereinafter referred to as the "City Parks", jointly hereinafter referred to individually as a "Party" or collectively as the "Parties".

**WITNESSETH**

**WHEREAS**, pursuant to the Revised Code of Washington ("RCW") Chapter 39.34 (Interlocal Cooperation Act) the Parties may contract with each other to perform certain functions which each may legally perform; and

**WHEREAS**, the Board of County Commissioners, pursuant to the provisions of RCW 36.32.120(6), has the care of Spokane County property and the management of Spokane County funds and business; and

**WHEREAS**, the County owns 13.47 acres, Assessor's Tax Parcel No. 35024.9036, and by Board Resolution No. 2022-0415, executed an Interlocal Agreement with City Parks over the care and operations of 16.48 acres of adjacent City Parks ownership (Tax Parcel No. 35024.0001 and the westernmost 5 acres of tax parcel no. 35013.0201), collectively managed by the County and hereinafter referred to as "John H. Shields Park", and located at 5625 E. Upriver Drive, Spokane, Washington; and

**WHEREAS**, the City of Spokane Park Board, pursuant to the provisions of City of Spokane Charter Article V, has the exclusive jurisdiction and control over City owned park lands and facilities located within and outside the City of Spokane; and

**WHEREAS**, the City owns and manages Camp Sekani Park, consisting of 240.75 acres, including Assessor's Tax Parcel Nos. 35011.9001, 35011.9002, 35012.9029, 35012.9022, 35012.9023, 36364.9129, and 36364.9133, located at 6707 E. Upriver Drive, Spokane, Washington; and

**WHEREAS**, the Parties have jointly adopted the 2016 Beacon Hill Trail System Preservation Plan ("Beacon Hill Plan"), prepared by Evergreen East Mountain Bike Alliance, as an advisory guide towards the future preservation, maintenance, acquisitions, and expansion of park facilities in the Beacon Hill area, including John H. Shields and Camp Sekani parks; and

**WHEREAS**, pursuant to the Beacon Hill Plan, County and City Parks partnered and jointly successfully applied for two Washington State Recreation & Conservation Office (“RCO”) grants totaling \$1.5 million in 2020 utilizing Spokane County’s Conservation Futures Funding as matching funds to acquire and preserve 250 acres of privately owned land within Beacon Hill as “Make Beacon Hill Public”; and

**WHEREAS**, after successful completion of the Make Beacon Hill Public project, the Board of County Commissioners & City of Spokane Park Board jointly authorized, by County Res. No. 2022-0506 and City resolution OPR 2022-0309, a County-City Parks joint grant application for an RCO-administered Land and Water Conservation Fund grant, RCO grant number 22-1473D, totaling \$1,060,000 to design, permit, construct, enhance, and expand trailhead parking facilities & associated appurtenances at John H. Shields and Camp Sekani parks, hereinafter referred to as “Make Beacon Hill Public Phase 2”, to enhance and expand access to the Beacon Hill Trail System; and

**WHEREAS**, as a component of said grant application, the County pledged to provide \$300,000 in matching funds (“County’s Match”) towards Make Beacon Hill Public Phase 2, which is identified in 2023 in the six-year Parks Capital Improvement Plan (“CIP”) and was approved in the 2023 Spokane County Capital Budget; and

**WHEREAS**, City Parks pledged \$589,000 in matching funds (“City’s Match”) and as the designated “primary” and “fiscal” sponsor for the Make Beacon Hill Public Phase 2 grant, is desirous of managing and administering the full project budget of \$2,134,000 should said grant application be awarded and funded, and therefore, the County’s Match will be transferred to City Parks to facilitate implementation of the project; and

**WHEREAS**, on February 14, 2023 the Board of County Commissioners adopted County Resolution 2023-0113, formally establishing a partnership to pursue and complete Make Beacon Hill Public Phase 2, to enhance and expand trailhead parking facilities at John H. Shields and Camp Sekani parks, and authorized the execution of an Interlocal Agreement Between Spokane County and the City of Spokane Parks & Recreation Regarding Make Beacon Hill Public Phase 2 Project, which agreement was entered into by the Parties on February 14, 2023 (the “Original Agreement”); and,

**WHEREAS**, the City as the designated “primary” and “fiscal” sponsor for the Make Beacon Hill Public Phase 2 grant and lead agency facilitating the implementation of the project have secured services from a 3<sup>rd</sup> party Architectural and Engineering firm AHBL, Inc. in collaboration with County to facilitate public engagement and design and construction document development for John H. Shields and Camp Sekani parks; and,

**WHEREAS**, following design development, AHBL completed updated construction cost estimates for the project as presented to the Board of Spokane County Commissioners on June 25, 2024, which notably exceeded the existing project budget of \$2,134,000 by an estimated shortfall of approximately \$750,000; and

**WHEREAS**, the Parties are desirous of contributing additional funding to the project as

estimated necessary for the project to be completed as planned with construction to commence in 2024 and be completed in 2025 inclusive of awarded RCO-administered Land and Water Conservation Fund grant obligations specific to RCO grant number 22-1473D, totaling \$1,060,000; and

**WHEREAS**, the County agrees to provide an additional \$500,000 towards the John H. Shields park portion of the Make Beacon Hill Public Phase 2 project in addition to the \$300,000 previously provided in grant matching funds (“County’s Match”) for a combined total County contribution of \$800,000, for this project which was identified in the 2023 six-year Parks Capital Improvement Plan (“CIP”); and

**WHEREAS**, City Parks agrees to provide an additional \$250,000 towards both the John H. Shields and Camp Sekani parks which combined make up the Make Beacon Hill Public Phase 2 project in addition to the \$589,000 previously provided in grant matching funds (“City’s Match”) for a combined total City contribution of \$839,000 towards Make Beacon Hill Public Phase 2 project and as the designated “primary” and “fiscal” sponsor for the Make Beacon Hill Public Phase 2 grant. The County’s additional contribution will be transferred to City Parks to facilitate implementation of the project; and

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the Parties hereto do agree as follows:

### **SECTION 1: PURPOSE**

This Agreement is entered into between the Parties for the purpose of facilitating the transfer and expenditure of the County’s Contribution to City Parks to design, permit, construct, enhance, and expand trailhead parking facilities envisioned in the Make Beacon Hill Public Phase 2 grant application submitted to the Washington State Recreation & Conservation Office in 2022 and as presented in more detail to the Board of Spokane County Commissioners on June 25, 2024 by City and County Parks staff.

### **SECTION 2: TERM**

This Agreement shall terminate on December 31<sup>st</sup>, 2026, unless terminated earlier as provided for herein. The Parties may extend this Agreement as needed to complete Make Beacon Hill Public Phase 2 through mutual execution of a written amendment thereof.

### **SECTION 3: COUNTY’S CONTRIBUTIONS**

The County transferred to City Parks the County’s Match of \$300,000.00 in early 2023 and shall transfer the County’s additional contribution of \$500,000 by no later than March 3<sup>rd</sup>, 2025 to be deposited by City Parks in a budget line created and reserved specifically for the Make Beacon Hill Public Phase 2 project and the improvements identified and described in RCO grant number 22-1473D and as presented in more detail to the Board of Spokane County Commissioners on June 25, 2024 by City and County Parks staff. Should the City complete the combined project for less

than the cost (total project budget) as estimated and presented to the Board of Spokane County Commissioners on June 25, 2024; City Parks shall refund the County its proportionate share of remaining funds. For the purposes of this Agreement, “share” is defined as the County’s total combined contributions (\$800,000) in proportion to the combined total investment \$1,639,000 (\$800,000 & \$839,000) being provided by the County and City Parks. The County may request at any time during this Agreement a budget expense report for the project budget.

#### **SECTION 4: ROLES AND RESPONSIBILITIES**

For the purposes of creating an efficient, streamlined project implementation, City Parks shall be the lead agency in implementing and completing all aspects of the Make Beacon Hill Public Phase 2 project, including grant administration and closeout, community outreach and engagement, A/E, permitting, cultural resources, purchasing, construction management, and communication. City Parks shall coordinate with the County on all aspects of project implementation as it pertains to John H. Shields Park. Said coordination shall include, but is not limited to planning, design, permitting, budgeting, scheduling, purchasing, coordination with project partners, and project closeout. The County shall not unreasonably deny approvals where required and / or desired.

The City agrees to provide “bridge funding” to encumber the project and begin construction in 2024 with completion in 2025.

Ownership of all improvements completed within Camp Sekani Park shall be City Parks Property. Ownership of all improvements completed within both the County owned and City Parks owned portions of John H. Shields Park shall be County Property at the time of installation and remain County property for the duration of the John H. Shields Park interlocal agreement as approved in City OPR 2022-0453 and Spokane County Resolution No. 2022-0415. Pursuant to the interlocal agreement, at the termination of said agreement, ownership of all improvements to the City Parks owned portion of Shields Park shall be transferred or deeded to City Parks

#### **SECTION 5: TERMINATION**

City Parks may provide written notice to the County in the event of the County’s breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, County shall have sixty (60) days to cure the breach or non-compliance. If the County fails to cure the breach or non-compliance within such time (or as otherwise agreed to or extended), City Parks may terminate this Agreement.

County may provide written notice to City Parks in the event of City Parks’ breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, City Parks shall have sixty (60) days to cure the breach or non-compliance. If City Parks fails to cure the breach or non-compliance within such time (or as otherwise agreed to or extended), County may terminate this Agreement.

The Parties may mutually agree to terminate this Agreement upon completion of the Make Beacon Hill Public Phase 2 project.

## **SECTION 6: INDEMNIFICATION**

City Parks shall protect, defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) arising from City Parks' use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by City Parks in or about the City Parks Property. The City Parks will not be required to indemnify, defend, or save harmless the County if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the County, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

To the extent allowed by law, the County agrees to protect, defend, indemnify, and hold harmless City Parks, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property) arising from the County's use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by the County in or about the City Parks Property. The County will not be required to indemnify, defend, or save harmless City Parks if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of City Parks, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The Parties agree that their respective obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of the Parties' employees or agents while performing work authorized under this Agreement. For this purpose, the Parties, by mutual negotiation, hereby waive with respect to the Parties only, any immunity that would otherwise be available to the Parties against such claims under the Industrial Insurance provisions of Chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officers, officials, employees, and agents of City Parks or the County shall be personally liable for any act, or failure to act, in connection with this Agreement, while acting within the scope of their authority.

## **SECTION 7: INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall each maintain in effect, at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount;



- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 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 years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity

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 either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance or Risk Pool liability coverage to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of commercial insurance policies or Risk Pool liability coverage documents shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. For purposes of foregoing requirements, the Parties acknowledge that the City of Spokane is self-insured with excess coverage for claims exceeding the City's self-insured retention.

## **SECTION 8: INDEPENDENT CONTRACTOR**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant, or otherwise of the County shall be or shall be deemed to be an employee, agent, servant, or otherwise of City Parks for any purpose, and the employees of the County are not entitled to any of the benefits that City Parks provides for its employees. The County will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract. In the performance of the services herein contemplated the County is an independent contractor with the authority to control and direct the performance and details of the work, City Parks being interested only in the results obtained; however, the work contemplated herein shall meet the approval of City Parks pursuant to the provisions of the Agreement.

No agent, employee, servant, or otherwise of City Parks shall be or shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose, and the employees of City

Parks are not entitled to any of the benefits that the County provides for its employees. The City Parks will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract.

## **SECTION 9: DISPUTE RESOLUTION PROCEDURE**

Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

- Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), designated representatives of each party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one party gives notice to the other by certified mail. Such notice shall identify the dispute or controversy with particularity and state that the party is commencing this Level 1 procedure to resolve the dispute. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.
- Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator to aid the Parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location.
- Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in in the courts of competent jurisdiction within Spokane County, Washington. Each party shall bear its own attorneys' fees and costs of any such litigation.

## **SECTION 10: ASSIGNMENT**

This Agreement shall not be assigned, sublet, pledged, conveyed, sold, sublicensed, transferred, or otherwise disposed of for any reason whatsoever in whole or part.

## **SECTION 11: MODIFICATION**

No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

## **SECTION 12: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

## **SECTION 13: WAIVER**

No officer, employee, agent or otherwise of the County or City Parks has the power, right, or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time full and complete performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of either party to hereafter enforce each and every such provision.

## **SECTION 14: NOTICES**

All notices required or permitted under this Agreement shall be in writing and served upon the Parties in person, by certified U.S. mail (return receipt requested) directed to the mailing addresses set forth below or the mailing addresses designated by a party pursuant to written notice, or by electronic mail to the email address set forth below or the email address designated by a party pursuant to written notice. Any notice so mailed shall be effective three (3) days after mailing. Any notice in person or by electronic mail shall be effective immediately. All changes of address shall be effective upon written notice in the fashion provided by this section. The Parties hereby designate the following individuals to receive notice.

### **For the County:**

Spokane County Parks, Recreation & Golf Department  
C/O Director  
404 North Havana St.  
Spokane, WA 99202  
[dchase@spokanecounty.org](mailto:dchase@spokanecounty.org)

### **With Courtesy Copy**

Spokane County Prosecutor's Office  
ATTN: Civil Division  
1115 West Broadway Avenue  
Spokane, WA 99260

**For City Parks:**

Spokane Parks & Recreation Department  
C/O Director  
808 W. Spokane Falls Blvd., Floor 5  
Spokane, WA 99201  
[gjones@spokanecity.org](mailto:gjones@spokanecity.org)

**SECTION 15: ENTIRE AGREEMENT**

This Agreement, including the exhibits, contains all the promises, agreements, conditions, inducements and understandings between the parties relative to the City Parks Parcel; and there are no promises, agreements, conditions, inducements, understandings, warranties or representations, oral or written, expressed or implied, between them other than as set forth herein.

**SECTION 16: SEVERABILITY**

If any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**SECTION 17: ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The County has read and understands this entire Agreement, and now states that no representation, promise, or agreement not expressed in this Agreement has been made to induce him to execute the same.

**SECTION 18: HEADINGS**

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they appertain.

**SECTION 19: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION 20: NON-DISCRIMINATION**

The Parties, their employees, and agents shall not discriminate against any person based on race; religion; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital

status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

#### **SECTION 21: FORCE MAJEURE**

Neither Party shall not be considered in breach or non-compliance by reason of any failure in performance if such failure arises out of causes reasonably beyond that Party's control and without its fault or negligence. Neither Party will be held responsible for delay of failure to perform herein when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, labor disputes, or other circumstances which cannot be forecast or provided against.

#### **SECTION 22: SPECIAL PROVISION**

A Party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

#### **SECTION 23: REMEDIES**

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **SECTION 24: ANTI-KICKBACK**

No officer or employee of either Party, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

#### **SECTION 25: TIME IS OF THE ESSENCE**

Time is of the essence with respect to each and every provision of this Agreement and attached exhibits.

#### **SECTION 26: RECORDS**

All public records repaired, owned, used or retained by either Party in conjunction with meeting its responsibilities under this Agreement shall be made available to the other Party upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

## **SECTION 27: NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly any benefit or right, greater than that enjoyed by the general public, to third persons.

## **SECTION 28: COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

## **SECTION 29: EXECUTION AND APPROVAL**

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

**SECTION 30:** This Agreement supersedes and replaces the Interlocal Agreement Between Spokane County and the City of Spokane Parks & Recreation Regarding Make Beacon Hill Public Phase 2 Project, dated February 14, 2023, referred to herein as the Original Agreement.

## **SECTION 31: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** City Parks shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 5 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

**COUNTY:**

**BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON**

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

**ATTEST:**

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER

**CITY PARKS:**

CITY OF SPOKANE PARKS & RECREATION

\_\_\_\_\_  
GARRETT JONES, DIRECTOR

\_\_\_\_\_  
PARK BOARD PRESIDENT

**ATTEST:**

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Assistant City Attorney



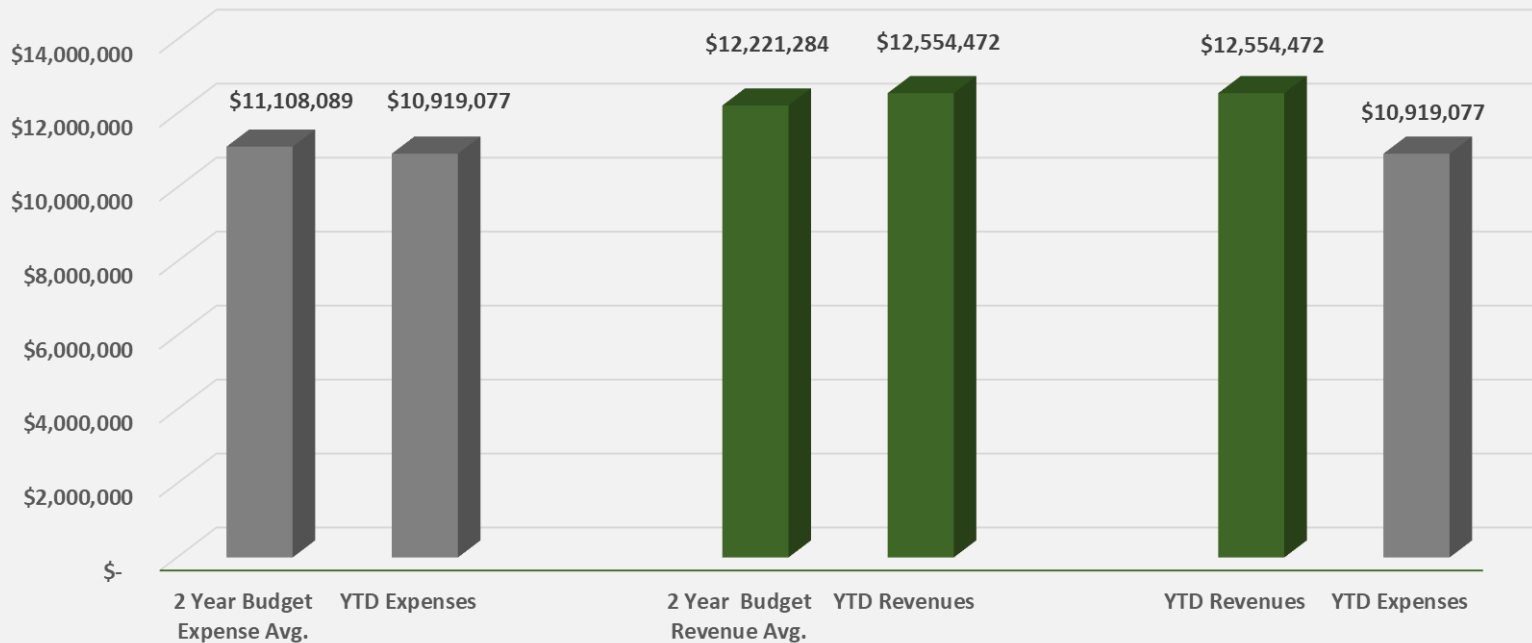


City of Spokane  
**PARKS  
& RECREATION**



*June '24  
Financials*

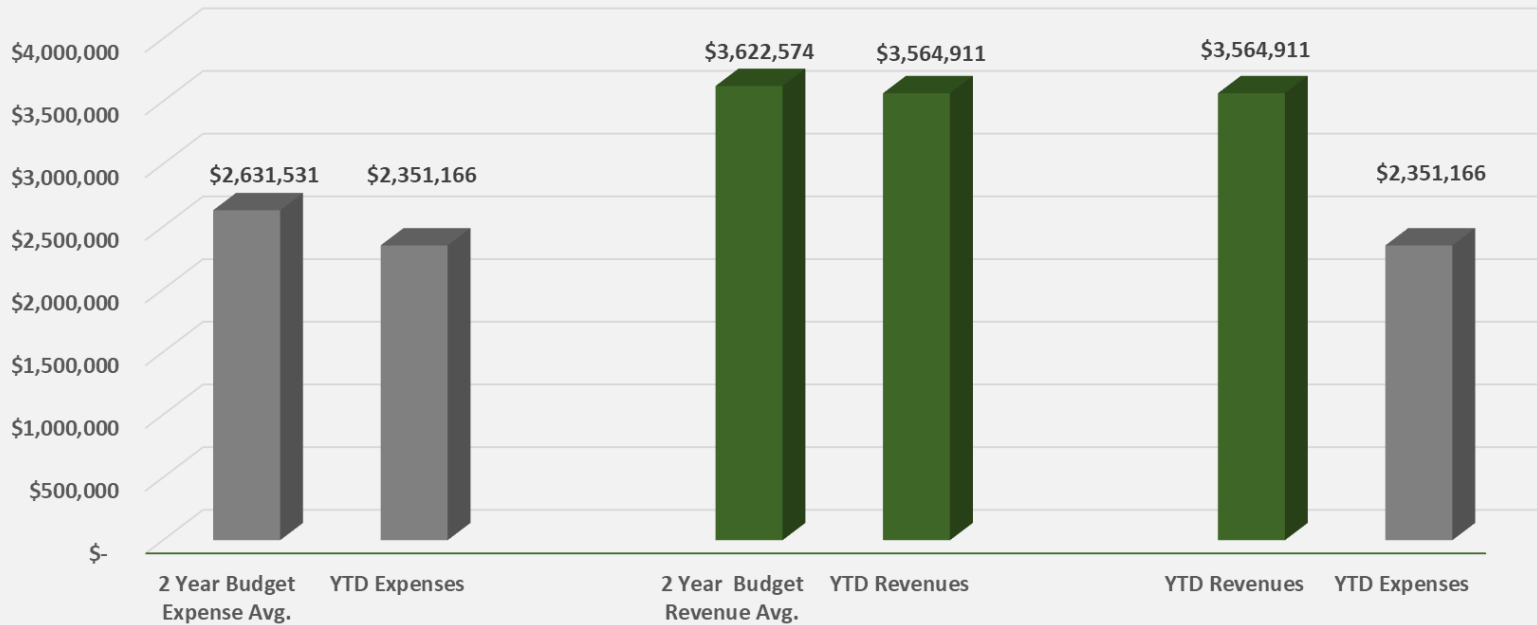
# Parks Financials



## Key Concepts:

- YTD revenues are at 49% of budget and YTD expenses are at 43% of budget.
- All primary operating expense lines are below 50% of budget through mid-year.
- YTD revenues currently exceed YTD expenses by \$1.60 million.

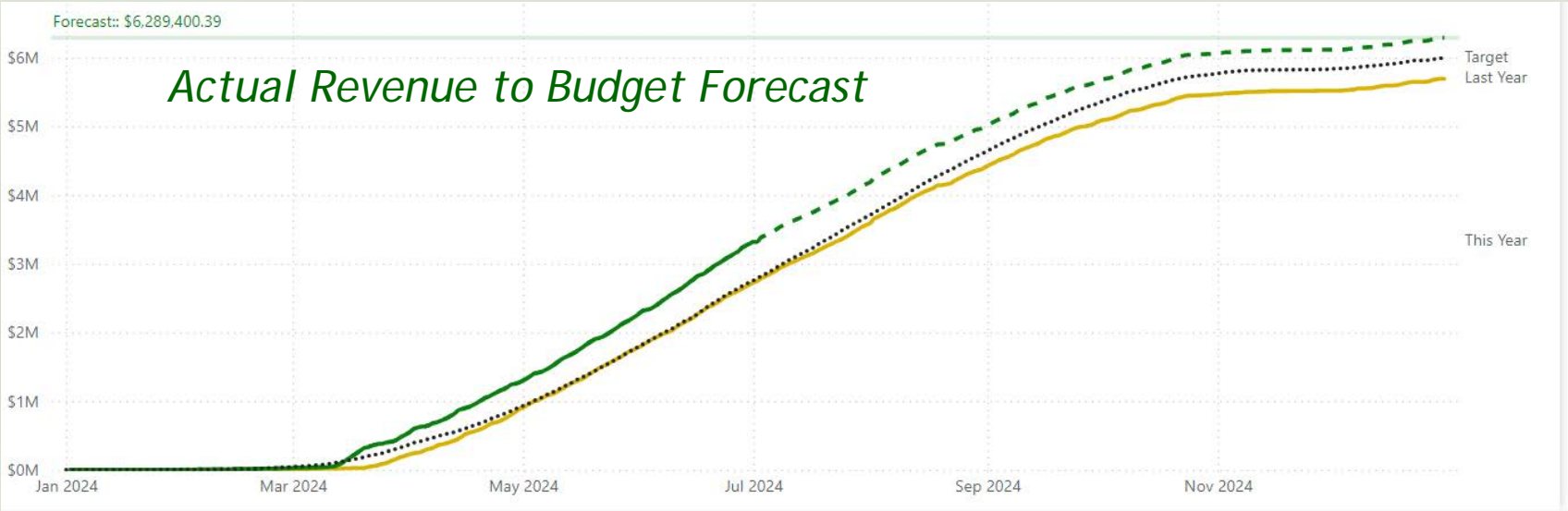
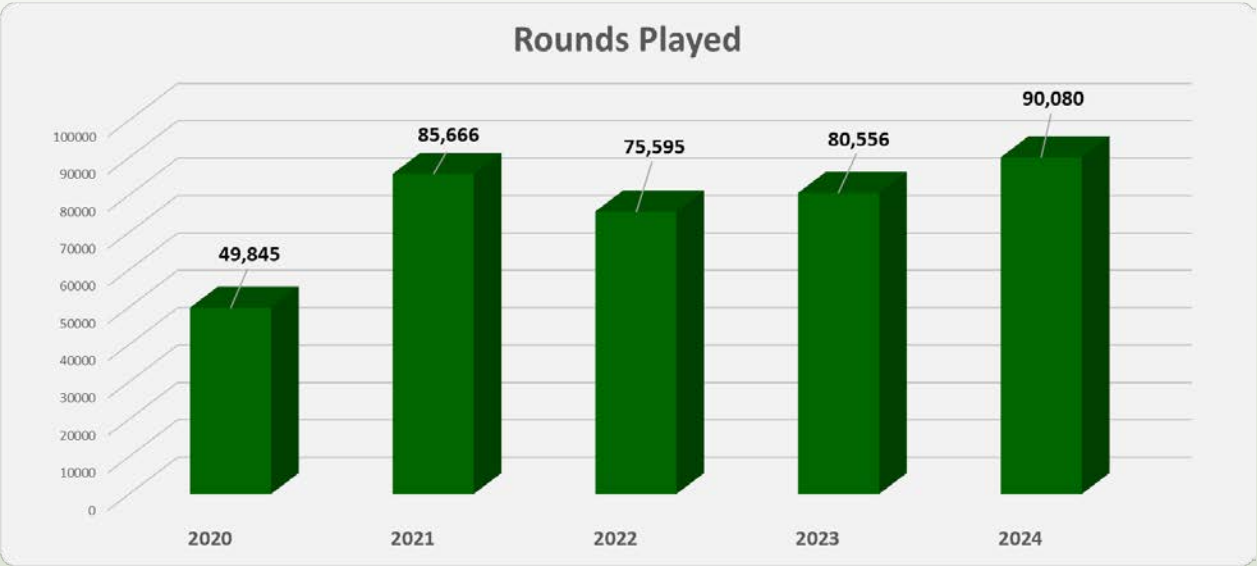
# Golf Financials



## Key Concepts:

- Golf is currently at 58% of budget for revenues and 40% of budget for expenses.
- YTD revenues currently exceed YTD expenses by \$1.1 million (excluding the FIF and debt payment, \$1.2 million with both included). This is \$553,167 ahead of 2023.

# Golf Scorecard





City of Spokane  
**PARKS**  
& RECREATION



*Questions Or  
Comments?*



*City of Spokane*  
**PARKS  
& RECREATION**



*Budget Draft*  
*2025 - 2026*



## Budget Narrative and Assumptions

- The following draft of the 2025 and 2026 budget is designed to prepare the Park Board for both actual and potential budget cuts in the coming years.
- This draft is just a discussion item as many of the centralized city budget line items aren't finalized.
- The 2026 budget has numerous assumptions as many of those figures rely on 2024 actuals (like interfund charges and General Fund revenue to Parks).
- The Park Board will have an opportunity to revise the 2026 budget in the middle of the biennial budget cycle.
- The first budget draft below assumes budget cuts to the General Fund transfer either as a reduction to the 8% transfer or a reduction in what is considered a General Fund expenditure.
- The second budget draft below assumes no changes in the General Fund transfer as described in Section 50 of the City Charter.
- Both budget models below already incorporate drastic cuts in expenditures starting in 2025, as shown in the table below.

2025 Primary Expense Cuts		Primary Impact
51002-Temp/Seasonal Wages	\$ (333,129)	Shortened swim season, less maintenance and turf support in Park Ops.
53201-Operating Supplies	\$ (52,167)	
53502-Minor Equipment	\$ (32,280)	Eliminate or reduce underperforming programs, eliminate special project spending.
54201-Contractual Services	\$ (50,361)	
54212-Landscape/Grounds Maint	\$ (103,675)	Reduced maintenance, less tree maintenance in parks and parkways.
54701-Public Utility Service (water)	\$ (204,750)	25% reduction in watering/irrigation in select locations, water conservation efforts.
54852-General Repairs/Maint	\$ (16,925)	Selective efforts in repairs and deferred maintenance.
54902-Registration/Schooling	\$ (10,200)	Restrict to only required training/continuing education, etc.
54451-Advertising	\$ (17,355)	Reduced advertising buys, exact target areas TBD based on revenue priorities.
80101-Operating Transfers (capital)	\$ (591,427)	Limit new capital projects to those funded primarily by grants/outside sources.
<b>Total</b>	<b>\$ (1,412,269)</b>	

- If the cuts to the Parks transfer are approved, additional cuts would be required to balance the budget as discussed in the Resolution included in this meeting packet.
- If the cuts to the Parks transfer are not approved, it would be at the discretion of the Park Board to use the small surplus to either remove the cuts shown on the table above or to set aside a small reserve in preparation for the larger deficits anticipated in 2027 and beyond.
- Regardless, we know the City of Spokane is drastically reducing general fund expenditures which will impact the Parks General Fund transfer in 2027 and beyond. Early estimates show 2027 deficits of almost \$4 million. This budget discussion and the following Resolution are designed to allow the Park Board an adequate runway to be proactive in setting priorities and maximizing resource constraints over the next 3 to 5 years.

## Parks Fund With General Fund Cuts



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
<b>Operating Revenue</b>			
Program Revenue	\$ 6,788,303	\$ 7,604,477	\$ 7,653,806
Operating Transfers	\$ 18,836,703	\$ 18,139,640	\$ 18,129,029
<b>Total Operating Revenue</b>	<b>\$ 25,625,006</b>	<b>\$ 25,744,117</b>	<b>\$ 25,782,835</b>
<b>Operating Expenses</b>			
Salaries and Wages	\$ 8,198,691	\$ 8,674,781	\$ 9,114,882
Temp/Seasonal	\$ 3,232,559	\$ 2,939,430	\$ 3,002,787
Personnel Benefits	\$ 3,139,532	\$ 3,332,365	\$ 3,464,379
Supplies	\$ 1,565,020	\$ 1,293,550	\$ 1,294,050
Services and Charges	\$ 5,031,168	\$ 5,253,682	\$ 5,128,532
Interfund Payments	\$ 2,529,180	\$ 2,995,981	\$ 3,010,739
<b>Total Operating Expenses</b>	<b>\$ 23,696,150</b>	<b>\$ 24,489,789</b>	<b>\$ 25,015,369</b>
<b>Net Operating Income (Loss)</b>	<b>\$ 1,928,856</b>	<b>\$ 1,254,328</b>	<b>\$ 767,466</b>
<b>Other Financial Activity</b>			
Capital Outlay	\$ 1,337,427	\$ 750,000	\$ 750,000
Transfers Out	\$ 466,429	\$ 466,429	\$ 466,429
Budget Reserve	\$ 125,000	\$ 250,000	\$ 250,000
<b>Total Other Activity</b>	<b>\$ 1,928,856</b>	<b>\$ 1,466,429</b>	<b>\$ 1,466,429</b>
<b>Total Expenditures</b>	<b>\$ 25,625,006</b>	<b>\$ 25,956,218</b>	<b>\$ 26,481,798</b>
<b>Net Gain/(Loss)</b>	<b>\$ -</b>	<b>\$ (212,101)</b>	<b>\$ (698,963)</b>





## Parks Fund - Without General Fund Cuts



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
<b>Operating Revenue</b>			
Program Revenue	\$ 6,788,303	\$ 7,604,477	\$ 7,653,806
Operating Transfers	\$ 18,836,703	\$ 19,090,885	\$ 19,630,685
<b>Total Operating Revenue</b>	<b>\$ 25,625,006</b>	<b>\$ 26,695,362</b>	<b>\$ 27,284,491</b>
<b>Operating Expenses</b>			
Salaries and Wages	\$ 8,198,691	\$ 8,674,781	\$ 9,114,882
Temp/Seasonal	\$ 3,232,559	\$ 2,939,430	\$ 3,002,787
Personnel Benefits	\$ 3,139,532	\$ 3,332,365	\$ 3,464,379
Supplies	\$ 1,565,020	\$ 1,293,550	\$ 1,294,050
Services and Charges	\$ 5,031,168	\$ 5,253,682	\$ 5,128,532
Interfund Payments	\$ 2,529,180	\$ 2,995,981	\$ 3,010,739
<b>Total Operating Expenses</b>	<b>\$ 23,696,150</b>	<b>\$ 24,489,789</b>	<b>\$ 25,015,369</b>
<b>Net Operating Income (Loss)</b>	<b>\$ 1,928,856</b>	<b>\$ 2,205,573</b>	<b>\$ 2,269,122</b>
<b>Other Financial Activity</b>			
Capital Outlay	\$ 1,337,427	\$ 750,000	\$ 750,000
Transfers Out	\$ 466,429	\$ 466,429	\$ 466,429
Budget Reserve	\$ 125,000	\$ 250,000	\$ 250,000
<b>Total Other Activity</b>	<b>\$ 1,928,856</b>	<b>\$ 1,466,429</b>	<b>\$ 1,466,429</b>
<b>Total Expenditures</b>	<b>\$ 25,625,006</b>	<b>\$ 25,956,218</b>	<b>\$ 26,481,798</b>
<b>Net Gain/(Loss)</b>	<b>\$ -</b>	<b>\$ 739,144</b>	<b>\$ 802,693</b>



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance	<b>Committee meeting date:</b> July 9, 2024	
<b>Requester</b>	Garrett Jones	<b>Phone number:</b> 363.5462	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)		<b>Master Plan Priority Tier:</b> (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	A RESOLUTION outlining the Park Board's budget priorities for 2025-2027 amidst possible City-wide budget impacts		
<b>Begin/end dates</b>	Begins: 07/11/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b> Parks & Recreation has historically managed a balanced budget that reflects community priorities and needs. As a normal part of the budget process, the Park Board adopts budget priorities for the year ahead; to better prepare for forecasted budget cuts, the Park Board is considering a 3-year budget priority look-ahead. The City is facing a significant deficit, primarily around the General Fund, and City-wide, there will be efforts to balance the budget by reducing expenses and increasing revenues. If the City's General Fund decreases, Parks & Recreation may see decreased contributions from the General Fund in 2025 and again in 2027 (because of the 2-year-prior calculation for our contribution). This resolution identifies budget priorities for the next 3 years, and possible reduction areas.			
<b>Motion wording:</b> Motion to approve a resolution outlining the Park Board's budget priorities for 2025-2027 amidst possible City-wide budget impacts			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> _____ jkconley@spokanecity.org Parks – Accounting Parks – Sarah Deatrach Requester: Garrett Jones Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ N/A    N/A			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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  
PARK BOARD RESOLUTION

A RESOLUTION outlining the Park Board's budget priorities for 2025-2027  
amidst possible City-wide budget impacts

WHEREAS, Parks & Recreation has historically managed a balanced budget that reflects community priorities and needs; and

WHEREAS, by Park Board policy, we must adopt a balanced budget and hold ourselves accountable to it; and

WHEREAS, the City is facing a significant deficit, primarily around the General Fund, and City-wide, there will be efforts to balance the budget by reducing expenses and increasing revenues; and

WHEREAS, Parks has a unique role in the City's budget, as laid out in the City's charter: we receive 8% of the General Fund's expenditures from 2 years prior (representing about 2.3% of the City's total budget). Parks & Recreation program revenues and grants bring in additional money, bringing the annual Parks & Recreation budget to about \$24 million; and

WHEREAS, all City divisions funded by the General Fund, including Parks & Recreation, have been asked to look at a 5-10% budget reduction beginning in 2025. This is above and beyond inflationary cost adjustment in supplies and labor; and

WHEREAS, if the City's General Fund decreases, Parks & Recreation will likely see decreases in 2025 and again in 2027 because of the 2-year prior calculation. For this reason, the 2027 budget for Parks & Recreation could be 15% less than the 2024 budget; and

WHEREAS, as a normal part of the budget process, the Park Board adopts budget priorities for the year ahead. To better prepare for forecasted budget cuts, the Park Board has elected to prepare a 3-year budget priority look-ahead. These priorities are reflective of the feedback received from widespread community outreach for our Parks Master Plan, and are:

- Core service operational model:
  - Maintain and care
  - Repair and replace
  - Safety and neighborhood health initiatives

- Revenue generation priorities:
  - Ballot measure for the Neighborhood Park Improvement Project
  - Revenue adjustments for recreation programs, venue rentals, Riverfront Park attractions and amenities; and

WHEREAS, if the Parks & Recreation division sees a reduced transfer from the General Fund, the Park Board would be forced to consider reductions (not necessarily eliminations) in these service areas:

- Free programming (e.g., open swim, pool and splash pad operational models, co-sponsored holiday activations)
- Programs that serve fewer people
- Community center contributions
- Temp-seasonal workforce (related to service area reductions)
- Organizational structure and staffing model
- Urban Forestry permitting (possible restructure with other City departments)

NOW, THEREFORE,

BE IT RESOLVED by the Park Board, if the City Council adopts a budget that reduces the General Fund transfer amount to Parks & Recreation, the Parks & Recreation division will begin implementing the forced reduction area model at the direction of the Park Board.

ADOPTED BY THE PARK BOARD ON \_\_\_\_\_

\_\_\_\_\_  
Park Board President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

# CITY OF SPOKANE



## PROCLAMATION

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month in recognition of the importance of parks and recreation in contributing to the physical, economic, and environmental well-being of communities; and

**WHEREAS**, parks and recreation programs are an integral part of communities throughout this country and are vitally important to establishing and maintaining the quality of life in our communities, including building healthy, active communities, providing therapeutic recreation services for those who are mentally or physically disabled, and also improving the mental and emotional health of all community members; and

**WHEREAS**, Spokane's parks and recreation areas are fundamental to the environmental well-being of our community, ensuring the ecological beauty of our community and providing a place for children and adults to connect with nature and recreate outdoors:

**NOW, THEREFORE**, I, Lisa Brown, Mayor of the City of Spokane, on behalf of the people of Spokane, do hereby proclaim July 2024 as

### **PARKS & RECREATION MONTH**

in Spokane and invite all residents to visit our many community parks and engage with our recreation resources all year long.

I, Lisa Brown, Mayor of Spokane,  
do hereunto set my hand and  
cause the seal of the City of Spokane  
to be affixed this  
1st day of July 2024.

*Lisa Brown*

Lisa Brown  
Mayor

