



## Spokane Park Board Agenda

3:30 p.m. Thursday, May 8, 2025

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

Call in: 408-418-9388

Access code: 2485 759 5518

### Park Board Members

Jennifer Ogden – President  
Gerry Sperling – Vice President  
Garrett Jones – Secretary  
Greta Gilman  
Sally Lodato  
Bob Anderson  
Barb Richey  
Kevin Brownlee  
Doug Kelley  
Lindsey Shaw  
[Vacant]  
Jonathan Bingle – City Council liaison

### Agenda

1. **Roll call:** Jennifer Ogden
2. **Additions or deletions to the agenda:**
3. **Public comments:**
4. **Consent agenda:**
  - A. Administrative/committee-level items:
    - 1) [April 16, 2025, special Park Board meeting minutes](#)
    - 2) [Claims – April 2025](#)
    - 3) [Historical Research Associates, Inc contract for construction monitoring/Beacon Hill Phase II on a time and materials basis, not to exceed \\$72,172.00 \(plus applicable taxes\) from park funds – Berry Ellison](#)
    - 4) [One-year renewal of Electric City, Inc. on-call electrician contract for all park locations \(\\$100,000\) – Al Vorderbrueggen](#)
    - 5) [Catholic Housing Ventures / ground lease agreement \(\\$5,600 revenue annually\) – Nick Hamad](#)
    - 6) [Commission agreement with the Superlative Group, Inc. – Jonathan Moog](#)
    - 7) [Zetin Contractors / Downriver Golf Course Cart Path Renovation – Phase 1 Amendment #3 \(\\$15,290.00+tax\) – Nick Hamad](#)
5. **Special guests:**

A. Spokane Youth and Senior Centers' Association quarterly update – Kim Ferraro, West Central Community Center

6. [Financial report and budget update](#): Rich Lentz

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

A. Special discussion items: None

B. Special action items: None

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

**Urban Forestry Tree Committee:** April 29, 2025 – Kevin Brownlee

A. Action items: None

**Land Committee:** April 30, 2025 – Greta Gilman

A. Action items: Three of three action items are presented on the consent agenda.

**Recreation Committee:** The April 30, 2025, meeting was canceled. – Sally Lodato

A. Action items: None

**Riverfront Park Committee:** May 5, 2025 – Gerry Sperling

A. Action items: One of two action items was presented on the consent agenda.

1) [Intent to amend the Papillon Building, LLC, pedestrian and corridor reciprocal easement with Time Extension \(\\$0.00\)](#) – Berry Ellison

**Golf Committee:** May 6, 2025 – Barb Richey

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

**Finance Committee:** May 6, 2025 – Bob Anderson

A. Action items: None

**Development & Volunteer Committee:** May 7, 2025 – Jennifer Ogden

A. Action items: None

9. **Reports:**

A. President: Jennifer Ogden

B. Liaisons:

1) Conservation Futures – Doug Kelley

2) Parks Foundation – Barb Richey

3) City Council – Jonathan Bingle

C. Director: Garrett Jones

10. **Executive session**

A. None

**Correspondence**

A. Letters/emails: None

12. **Adjournment**

### 13. Meeting dates:

#### A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. June 3, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Land Committee: 3:30 p.m. June 4, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Recreation Committee: 2:15 p.m. June 4, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Riverfront Park Committee: 4:00 p.m. June 9, 2025, Riverfront Park Pavilion conference room, and virtually via Webex

Golf Committee: 8:00 a.m. June 10, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Finance Committee: 3:00 p.m. June 10, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. July 9, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

#### B. Park Board: 3:30 p.m. June 12, 2025, Council Chambers, lower-level City Hall, and virtually via Webex

#### C. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlowmaster@spokanecity.org](mailto:mlowmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**CITY OF SPOKANE PARK AND RECREATION DIVISION  
APRIL 2025 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - MAY 8, 2025**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	1,034,262.14
MAINTENANCE & OPERATIONS	\$	505,863.76
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	15,210.28

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY		
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**GOLF:**

SALARIES & WAGES	\$	178,881.41
MAINTENANCE & OPERATIONS	\$	492,047.71
CAPITAL OUTLAY	\$	79,569.68
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>2,305,834.98</b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land			<b>Committee meeting date:</b> April 30, 2025
<b>Requester</b>	Berry Ellison			<b>Phone number:</b> 509 625-6276
<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)			<b>Master Plan Priority Tier:</b> (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Historical Research Associates, Inc contract for construction monitoring/Beacon Hill Phase II on a time and materials basis, not to exceed \$72,172.00 (plus applicable taxes) from park funds.			
<b>Begin/end dates</b>	Begins: 05/01/2025		Ends: 05/01/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> The Beacon Hill Phase II trail-heads are located in culturally sensitive areas. As a result, the National Parks Service (NPS) is requiring an Archaeologist be on-site during excavation work at John Shields Park and Camp Sekani Trail-head. This scope of work includes installing boundary fencing around sensitive areas, briefings to the earthworks crew, on-site monitoring for approximately 8 weeks, and preparation & submittal of reports as required by the NPS. This is a Time and Material Contract not to exceed the base price unless amended by the Park Board. In the case of artifacts or other cultural resources being discovered, the contract would require an amendment for additional services to fund the inventory and reporting of the finding(s) to the agencies having jurisdiction.				
<b>Motion wording:</b> Move to Approve Historical Research Associates, Inc contract for construction monitoring at Beacon Hill Phase II on a time and materials basis, not to exceed \$72,172.00 (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: Historical Research Associates, Inc. Name: Kelly Derr Email address: kderr@hrassoc.com Phone: 503 247-1319				
<b>Distribution:</b> Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich Lcampos@hrassoc.com Requester: bellison@spokanecity.org Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$72,172.00 (see below) Budget code: 1950-54920-94760-56504-48082 Consultant Contract, No Tax Expected				
<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 checked="" type="checkbox"/> Business license Expiration date: 6/30/25 <input checked="" type="checkbox"/> Insurance Certificate				



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

**CONSULTANT AGREEMENT**

Title: **MAKE BEACON HILL PUBLIC  
CONSTRUCTION MONITORING**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **HISTORICAL RESEARCH ASSOCIATES, INC.**, whose address is 715 East Sprague Avenue, Suite 200, Spokane, Washington 99202-2142, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on May 1, 2025, and shall run through May 1, 2026, unless amended by written agreement or terminated earlier under the provisions.

**2. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant's Proposal dated April 29, 2025, which is attached as Attachment B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls. Consultant was selected through the MRSC Roster.

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

**3. COMPENSATION / PAYMENT.**

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **SEVENTY-TWO THOUSAND ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$72,172.00)**, plus applicable sales tax, and in accordance with the Cost Table in Attachment B, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Consultant shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the invoice not in

dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**5. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

**6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

**7. INDEMNIFICATION.**

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Agreement.

The Consultant waives its immunity under Industrial Insurance, title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**9. AUDIT.**

The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

**10. DEBARMENT AND SUSPENSION.**

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

**11. INDEPENDENT CONSULTANT.**

The Consultant is an Independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

**12. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

**13. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

**14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

**15. ANTI KICK-BACK.**

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

**16. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

- B. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- C. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- D. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- E. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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

**HISTORICAL RESEARCH ASSOCIATES, INC.**

**CITY OF SPOKANE  
PARKS AND RECREATION**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Attachment A – Certificate Regarding Debarment

Attachment B - Consultant's General Scope of Work

25-099

## ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

## **ATTACHMENT B**



HISTORICAL  
RESEARCH  
ASSOCIATES, INC.

## Scope of Work: Beacon Hill Phase II - Sekani And Shields Parks Monitoring

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Historical Research Associates, Inc. (HRA), is pleased to submit the following scope of work (SOW) and cost proposal to the City of Spokane Parks & Recreation Department (Spokane Parks) for continued cultural resources support for the Make Beacon Hill Public Phase II Project (the project). The project is on public land within the City of Spokane, Washington, and is receiving National Park Service (NPS) Grant Funding administered by the Washington Recreation and Conservation Office (RCO). The Department of Archaeology and Historic Preservation (DAHP), RCO, and NPS are requesting that separate Archaeological Site Monitoring and Avoidance Plans be prepared for Sekani and Shields Park, that archaeological monitoring be conducted during construction at each park, and, following the completion of monitoring, an archaeological monitoring report be prepared for each park. HRA understands that the contract for this portion of the Beacon Hill project will be separate from the previous project. The following details the tasks, assumptions, and schedule based on HRA's current understanding of the project.

### Task 1. Project Management

Project management includes those items necessary for completion of tasks such as project setup and closeout, internal and client planning meetings and communications, review of invoicing, and updates on progress to the client. HRA values open communication with our clients, which is essential to establishing and meeting expectations throughout a project.

### Task 2. Monitoring and Site Avoidance Plan-Sekani Park

HRA will revise the Archaeological Site Monitoring and Avoidance Plan developed for Shields Park to make it applicable to Sekani Park.

### Deliverables

HRA will submit electronic versions of the draft plan review, one in Word (.docx) and one in Adobe (.pdf) format. Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final documents, inclusive of all appropriate SHPO data (report cover sheet, GIS shapefiles, and resource forms).

**Final Deliverables:** 1 electronic copy in Adobe (.pdf) format  
1 SHPO cover sheet in Adobe (.pdf) format  
GIS shapefiles for SHPO submission

## Task 3. Monitoring and Site Avoidance Plan-Shields Park

A draft of the Archaeological Site Monitoring and Avoidance Plan was developed for Shields Park. This will be revised pending comments from Spokane Parks, RCO, and NPS.

### Deliverables

HRA will submit electronic versions of the draft plan review, one in Word (.docx) and one in Adobe (.pdf) format. Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final documents, inclusive of all appropriate SHPO data (report cover sheet, GIS shapefiles, and resource forms).

## Task 4. Archaeological Monitoring and Reporting-Sekani Park

HRA will implement the Archaeological Site Monitoring and Avoidance Plan created for Sekani Park. The Plan will be used by the archaeological monitor and construction crew(s).

### Monitoring

HRA will provide a single archaeological monitor to conduct monitoring for archaeological objects, sites, and human remains for up to 20 8-hour days on site plus one hour of driving each day for a total of 9 hours per day. The monitoring archaeologist will work under the direct supervision of a qualified archaeologist that meets the Secretary of the Interior's (SOI) standards for archaeology and as defined in 36 CFR part 61. HRA requires a minimum of 5 business days' notice to provide a monitor.

### Pre-Construction Meeting

On the first day of construction, prior to ground disturbance, the monitoring archaeologist will discuss the Archaeological Site Monitoring and Avoidance Plan with the crew and explain their responsibilities and procedures for managing the identification of archaeological material or human remains.

### Monitoring Mobilization

Under this task, HRA will coordinate the monitoring effort with Spokane Parks as well as notify the appropriate Tribes of the schedule and offer them the opportunity to join in the field effort.

Monitoring mobilization also entails pre- and post-monitoring tasks, as well as round trip travel between HRA's office and the project area.

HRA will conduct archaeological monitoring of project-related ground disturbance at Sekani Park. The monitoring areas will be marked on field maps, recorded with GPS technology, and photo-documented using a standardized photographic log. Should archaeological materials be identified during monitoring, a field site form will be completed that describes the setting and character of all archaeological materials. Field site forms will include a description of artifacts as allowed by observation only. To the extent possible, they will be identified as to type, material, function, and cultural and chronological association. All diagnostic materials will be photographed. Site boundary polygons and the locations of all features shall be recorded using GPS technology and on a site sketch map. No artifacts will be collected.

Should human remains be encountered during construction, all work in the immediate vicinity will be stopped until the remains can be assessed by a forensic specialist, as needed (under a separate scope of work [SOW]). Should archaeological objects be identified that appear to be archaeologically significant, construction will also cease until Spokane Parks, SHPO, and appropriate Tribes can be consulted and the situation resolved (under a separate SOW).

## Monitoring Memo

At the conclusion of ground-disturbing activities, HRA will produce a memorandum report detailing the results of monitoring. The report will include a map and description of the areas monitored, appropriate photographs, the dates monitored by HRA, and a summary of the monitoring archaeologist's observations.

## Deliverables

HRA will submit electronic versions of the draft monitoring report for review, one in Word (.docx) and one in Adobe (.pdf) format. Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final documents, inclusive of all appropriate SHPO data (report cover sheet, GIS shapefiles, and resource forms).

**Final Deliverables:** 1 electronic copy in Adobe (.pdf) format  
1 SHPO cover sheet in Adobe (.pdf) format  
GIS shapefiles for SHPO submission

## Task 5. Archaeological Monitoring and Reporting-Shields Park

HRA will implement the Archaeological Site Monitoring and Avoidance Plan created for Shields Park. The Plan will be used by the archaeological monitor and construction crew(s).

## Archaeological Site Flagging

Prior to the start of construction, HRA archaeologists will mark the boundaries of the archaeological resources that are to be avoided during the construction work. All materials for flagging and marking boundaries will be provided by Spokane Parks. HRA anticipates it will take two archaeologists 6 hours to complete the work.

## Monitoring

HRA will provide a single archaeological monitor to conduct monitoring for archaeological objects, sites, and human remains for up to 20 8-hour days on site plus one hour of driving each day for a total of 9 hours per day. The monitoring archaeologist will work under the direct supervision of a qualified archaeologist that meets the Secretary of the Interior's (SOI) standards for archaeology and as defined in 36 CFR part 61. HRA requires a minimum of 5 business days' notice to provide a monitor.

## Pre-Construction Meeting

On the first day of construction, prior to ground disturbance, the monitoring archaeologist will discuss the Archaeological Site Monitoring and Avoidance Plan with the crew and explain their responsibilities and procedures for managing the identification of archaeological material or human remains.

## Monitoring Mobilization

Under this task, HRA will coordinate the monitoring effort with Spokane Parks as well as notify the appropriate Tribes of the schedule and offer them the opportunity to join in the field effort. Monitoring mobilization also entails pre- and post-monitoring tasks, as well as round trip travel between HRA's office and the project area.

HRA will conduct archaeological monitoring of project-related ground disturbance at Shields Park. The monitoring areas will be marked on field maps, recorded with GPS technology, and photo-documented using a standardized photographic log. Should archaeological materials be identified during monitoring, a field site form will be completed that describes the setting and character of all archaeological materials. Field site forms will include a description of artifacts as allowed by observation only. To the extent possible, they will be identified as to type, material, function, and cultural and chronological association. All diagnostic materials will be photographed. Site boundary polygons and the locations of all features shall be recorded using GPS technology and on a site sketch map. No artifacts will be collected.

Should human remains be encountered during construction, all work in the immediate vicinity will be stopped until the remains can be assessed by a forensic specialist, as needed (under a separate scope of work [SOW]). Should archaeological objects be identified that appear to be archaeologically significant, construction will also cease until Spokane Parks, SHPO, and appropriate Tribes can be consulted and the situation resolved (under a separate SOW).

## Monitoring Memo

At the conclusion of ground-disturbing activities, HRA will produce a memorandum report detailing the results of monitoring. The report will include a map and description of the areas monitored, appropriate photographs, the dates monitored by HRA, and a summary of the monitoring archaeologist's observations.

## Deliverables

HRA will submit electronic versions of the draft monitoring report for review, one in Word (.docx) and one in Adobe (.pdf) format. Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final documents, inclusive of all appropriate SHPO data (report cover sheet, GIS shapefiles, and resource forms).

**Final Deliverables:** 1 electronic copy in Adobe (.pdf) format  
1 SHPO cover sheet in Adobe (.pdf) format  
GIS shapefiles for SHPO submission

## Task 6. Additional Day of Archaeological Monitoring (Contingency)

Each day of archaeological monitoring needed beyond the 20 days scoped under Tasks 4 or 5 will be billed at a daily rate. Under contingency Task 6, HRA will provide 1 day of archaeological monitoring. The daily rate of \$1,765 includes labor and direct costs for one archaeologist to complete 9 hours of monitoring (including travel) and reporting.

## Schedule

HRA requires a minimum of five business days' notice to provide a monitor. Within ten weeks of completing the monitoring work at either park, HRA will complete a draft report and submit the final technical report within four weeks of receiving comments on the draft.

The final report schedule will remain the same.

## Cost and Assumptions

HRA's total cost for tasks outlined in this scope of work (SOW) is \$XXX to be billed on a time and materials basis.

The contingency Task is estimated to be \$1,765

A breakdown of the costs is shown in the following table.

Table 2. Costs.

<b>Task</b>	<b>Labor</b>	<b>Directs</b>	<b>Total</b>
Task 1: Project Management	\$3,279	\$13	\$3,292
Task 2: Monitoring and Site Avoidance Plan-Sekani Park	\$2,514	\$0	\$2,514
Task 3: Monitoring and Site Avoidance Plan-Shields Park	\$1,158	\$0	\$1,158
Task 4: Archaeological Monitoring and Reporting-Sekani Park	\$26,851	\$4,841	\$31,692
Task 5: Archaeological Monitoring and Reporting-Shields Park	\$29,390	\$4,936	\$33,516
<b>Total</b>	<b>\$63,192</b>	<b>\$9,790</b>	<b>\$72,172</b>
Task 6: Additional Day of Archaeological Monitoring (Contingency)	\$1,305	\$460	\$1,765
<b>Total with Contingency Task 6</b>	<b>\$64,497</b>	<b>\$10,250</b>	<b>\$74,747</b>

HRA's cost proposal is made with the following assumptions in mind, deviations from which may require a scope or cost modification:

- The project will be completed in 2025 using current 2025 labor rates. If the project extends into the 2026 calendar year, a cost modification may be required. HRA rates will automatically adjust each calendar year.
- This cost estimate and schedule is valid for up to 30 days. Any delays in accepting the bid and executing a contract could result in changes to the cost estimate and schedule.
- No archaeological permits will be needed for the work
- No artifacts will be identified and/or collected or analyzed.
- HRA requires a minimum of 5 business days' notice to provide a monitor; cancellation of a request for a monitor within one business day of scheduled monitoring will result in incurred mobilization and demobilization labor costs and incurred direct expenses, as well as an additional 8 hours of labor costs at the monitor's rate.
- The monitoring efforts will each require up to 20 daily mobilizations of one archaeologist to/from HRA's Spokane office location not to exceed 20 of total monitoring days. Monitoring days include 8 hours on location and 1 hour of driving.

- The monitoring schedule will be five days per week (Monday through Friday).
- No archaeological materials will be identified during monitoring that require formal agency or Tribal consultation or treatment.
- No human remains, archaeological resources, or potential archaeological resources requiring additional investigations, permits, or treatment will be investigated under this contract. Should such resources be identified during monitoring activities, all work in the immediate vicinity will stop until the potential impact can be resolved. Any additional archaeological investigation that may be needed to resolve the project's potential impact will require a contract modification or new contract.

	Location of firm in relation to size and scope of project	Team member tailored to project	Production capabilities	Similar project	Current workload	References	Ability, experience	Able to meet deadline	Staff readily available to meet deadline	Contract compliance	Total
Arch Invest.	2	2	2	2	3	1	3	3	3	5	26
HRA	5	5	5	5	3	3	5	3	3	5	42
ICF Municipal	3	3	3	2	3	3	3	3	3	5	31
SWCA Environmental	3	3	3	3	3	1	2	3	3	5	29
-	-	-	-	-	-	-	-	-	-	-	0
Ranked from 1-5, with 5 being the highest, best score.											
Notes:											
	Archaeological Investigations NW: minimal information in SOQ. Little to none monitoring experience.										
	Historical Resource Associates, Inc: Favorable SOQ with several staff having monitoring experience. Several projects and clients that include monitoring service.										
	ICF Municipal: rather standard SOQ but well written and well experienced. I considered this firm to be the "bar" to measure other firms by.										
	SWCA Environmental: near equal experience and expertise as ICF Municipal. Lower scores for missing references and little to no demonstrative abilities to perform monitoring services.										
Recommendation:											
B. Ellison	Recommend contract award to highest qualified company - Historical Resource Associates. for ability, experience, and projects specifically mentioned similar to the Make Beacon Hill Public Project.										

## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** HISTORICAL RESEARCH ASSOCIATES DBA HISTORICAL RESEARCHASSOCIATES, INC.**Business name:** HISTORICAL RESEARCH ASSOCIATES**Entity type:** [Profit Corporation](#)**UBI #:** 601-180-083**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 715 E SPRAGUE AVE  
STE 200  
SPOKANE WA 99202-2142**Mailing address:** PO BOX 7086  
MISSOULA MT 59807-7086**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Cle Elum General Business - Non-Resident</a>				<a href="#">Active</a>	Mar-31-2026	Apr-02-2025
<a href="#">Redmond General Business - Non-Resident</a>	RED15-000585			<a href="#">Active</a>	Jun-30-2025	Nov-10-2015
<a href="#">Spokane General Business</a>	T12107478BUS			<a href="#">Active</a>	Jun-30-2025	Oct-15-2012
<a href="#">Spokane Valley General Business - Non-Resident</a>				<a href="#">Active</a>	Jun-30-2025	Aug-29-2014

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
GREENWALD, EMILY	
KYS, CHARITY	
MILLER, HEATHER	
NIELSEN, REIDUN	
PERRIN, NATALIE	
RAGSDALE, EMILY	

**Owners and officers****Title**

SMITH, IAN

YOUNG, MORGEN

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

HISTORICAL RESEARCH ASSOCIATES

Active

Aug-09-2012

HISTORICAL RESEARCH ASSOCIATES, INC

Active

Oct-15-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/30/2025 6:08:52 AM

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Don't see what you expected?

**Check if your browser is supported**



HRAHIST-01

KHUTCHEON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2024

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

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

PRODUCER Missoula Office Marsh McLennan Agency LLC P.O. Box 4386 Missoula, MT 59808	CONTACT NAME: <b>Katie Hutcheon</b>	
	PHONE (A/C, No, Ext): <b>(406) 532-5959</b> FAX (A/C, No):	
	E-MAIL ADDRESS: <b>Katie.Hutcheon@MarshMMA.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Charter Oak Fire Insurance Company</b>	<b>25615</b>
INSURED  HRA Historical Research Associates P.O. Box 7086 Missoula, MT 59807	INSURER B : <b>Travelers Indemnity Co of Connecticut</b>	<b>25682</b>
	INSURER C : <b>Travelers Property Casualty Co of Amer</b>	<b>25674</b>
	INSURER D : <b>Montana State Fund</b>	<b>15819</b>
	INSURER E : <b>Houston Specialty Insurance Company</b>	<b>12936</b>
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6805C5603282342	1/1/2025	1/1/2026	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" 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			BA3635W365	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CUP703W5258	1/1/2025	1/1/2026	EACH OCCURRENCE \$ <b>5,000,000</b>
							AGGREGATE \$ <b>5,000,000</b>
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	032812562	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
E	Professional Liabili			MEOHS000418401	1/1/2025	1/1/2026	Occurrence/Aggregate
A	WA Stop Gap			6805C5603282342	1/1/2025	1/1/2026	Limits

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

Additional Insured per form CGD105 (attached)

30 Day Notice of Cancellation

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane  
Parks & Recreation  
808 W Spokane Falls Blvd  
Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

## **BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS:**

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
  - a. Limits of Insurance – The following limits of liability apply:
    1. The limits which you agreed to provide; or
    2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    2. Supervisory, inspection or engineering services.





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

**CONTRACT RENEWAL**  
**2 of 2**

Title: **ON-CALL ELECTRICIAN SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **ELECTRIC CITY, INC.**, whose address is 16019 East LaCrosse Lane, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide On-Call Electrician Services for City of Spokane Parks; and

WHEREAS, the original Contract allowed for two (2) additional one-year renewals, this being the last, therefore, this original Contract needs to be formally renewed by this written Contract Renewal document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 31, 2022, 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 Renewal shall become effective on June 1, 2025, and shall end May 31, 2026.

**3. COMPENSATION.**

The City shall pay a maximum amount not to exceed **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)**, excluding taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98 (see Exhibit A).

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

**ELECTRIC CITY, INC.**

**CITY OF SPOKANE  
PARKS AND RECREATION**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**  
Exhibit A – Certification regarding Debarment

## EXHIBIT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

License Information:

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

Entity name:

ELECTRIC CITY, INC.

Business name:

ELECTRIC CITY, INC.

Entity type:

[Profit Corporation](#)

UBI #:

602-782-445

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

16019 E LACROSSE LN  
SPOKANE VALLEY WA 99216-1600

Mailing address:

PO BOX 11707  
SPOKANE VALLEY WA 99211-1707

Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>	T11053007BUS			<a href="#">Active</a>	Nov-30-2025	Oct-15-2012
<a href="#">Spokane Valley General Business</a>				<a href="#">Active</a>	Nov-30-2025	Oct-24-2008

Owners and officers on file with the Department of Revenue

Owners and officers	Title
RIGSBY, BILLY	

Registered Trade Names

Registered trade names	Status	First issued
ELECTRIC CITY, INC.	Active	Dec-10-2007

The Business Lookup information is updated nightly. Search date and time: 4/28/2025 11:56:59 AM





ELECCIT-01

MNEIGHBORS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2025

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

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

PRODUCER Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: <b>Dylan Arre</b>	
	PHONE (A/C, No, Ext): <b>(509) 789-7442</b> FAX (A/C, No):	
	E-MAIL ADDRESS: <b>Dylan.Arre@MarshMMA.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Cincinnati Indemnity Company</b>	<b>23280</b>
INSURED  <b>Electric City, Inc.</b> <b>PO Box 11707</b> <b>Spokane, WA 99211</b>	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ECP 0173300	1/1/2025	1/1/2026	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 WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0173300	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			ECP 0173300	1/1/2025	1/1/2026	Aggregate 1,000,000
A	Intallation Floater			ECP 0173300	1/1/2025	1/1/2026	Disaster/Job Site 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Spokane is added as additional insured per attached form as respects to: Work under written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



STATE OF WASHINGTON

Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

April 30, 2025

WA UBI No.	602 782 445
L&I Account ID	853,876-01
Legal Business Name	ELECTRIC CITY INC
Doing Business As	ELECTRIC CITY INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Pending current quarter filing
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	ELECTCI930RS
License Expiration	12/16/2025

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

**Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee			<b>Committee meeting date:</b> April 30, 2025
<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 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)	N/A		<b>Master Plan Priority Tier:</b>	N/A (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	Catholic Housing Ventures / ground lease agreement Finch Arboretum			
<b>Begin/end dates</b>	Begins: 05/08/2025		Ends: 05/08/2045	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Proposed 20 year ground lease with Catholic Housing Ventures / Catholic Charities for an existing encroachment onto park property at Finch Arboretum. Execution of lease is contingent upon park board & city council approval. Revenues to be directed to the future improvement of Finch Arboretum.  Parks has leased land to the property immediately west of the Finch Arboretum for over 10 years, and when the property was purchased by a new owner in fall of 2022, the Park Board authorized a temporary encroachment permit within the area leased to the previous owner. The current owner desires to enter a long-term lease for the area for their continued use of this land.				
<b>Motion wording:</b> Motion to approve ground lease agreement with Catholic Housing Ventures.				
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Catholic Charities Name: Alex Reynolds    Email address: alex.reynolds@cceasternwa.org    Phone:				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name: Al Vorderbrueggen				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$5,600.00 annually    Budget code: 1950				
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>				

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		<b>Committee meeting date:</b> May 5, 2025
<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)	Commission Agreement with The Superlative Group, Inc.		
<b>Begin/end dates</b>	Begins: 05/08/2025	Ends: 05/07/2035	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Riverfront Park obtained The Superlative Group, effective May 2, 2024, to perform sales services for the sale of naming rights to the Spokane Pavilion. This agreement outlined a commission percentage based on an actual sale. The Superlative Group solicited and negotiated Spokane Pavilion Naming Rights with Gesa Credit Union. On March 13, 2025, Park Board approved a naming rights agreement with Gesa Credit Union. The Agreement establishes annual commission payments to the Superlative Group equaling 17% of the annual naming rights payment received from Gesa Credit Union.			
<b>Motion wording:</b> Approve Commission Agreement with The Superlative Group, Inc.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: The Superlative Group Name: Kyle Canter    Email address: canter@superlativegroup.com    Phone: (440) 221-5382			
<b>Distribution:</b> Parks – Accounting    Sean Gallagher (sgallagher@superlativegroup.com) Parks – Sarah Deatrach    Amy Lindsey (alindsey@spokanecity.org) Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code: See Exhibit C    1400-54341-76901-54201			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

## **COMMISSION AGREEMENT**

This Commission Agreement (this “Agreement”) is dated effective as of the last date of signature as set forth on the signature page below (the “Effective Date”) and is made and entered into by and between the City of Spokane Parks and Recreation Department (the “City”), a Washington municipal corporation, and The Superlative Group, Inc., an Ohio corporation, whose address is 2843 Franklin Boulevard, Cleveland, Ohio 44113 (the “Company”). Throughout this Agreement, the City and the Company shall be referred to individually as a “Party” and collectively as the “Parties”.

### **RECITALS**

WHEREAS, the City and the Company executed a certain Personal Service Agreement No. OPR 2024-0157 (the “PSA”) effective May 2, 2024, attached hereto as **Exhibit A** and incorporated herein by reference, pursuant to which the City engaged the Company to perform sales services for the sale of naming rights to the Spokane Pavilion;

WHEREAS, following execution of the PSA, the Company has secured a Naming Rights Agreement on behalf of the City for the Spokane Pavilion with Gesa Credit Union effective March 13, 2025 (the “NRA Effective Date”) (the “Naming Rights Agreement”) attached hereto as **Exhibit B** and incorporated herein by reference, pursuant to which the City is to receive valuable consideration from Gesa Credit Union; and

WHEREAS, pursuant to Section 5 of the PSA, following execution of the Naming Rights Agreement, the Parties are to memorialize in a separate agreement, the commission payments to be paid to the Company in consideration of it securing a Naming Rights Agreement with Gesa Credit Union on behalf of the City and the revenue that the City will continue to receive throughout the term of the Naming Rights Agreement.

NOW, THEREFORE, in light of the foregoing recitals, which are incorporated herein by this reference, the City and the Company hereby agree as follows:

1. **Term**: The “Term” of this Agreement shall commence on the Effective Date and shall expire upon the occurrence of all of the following: (i) the expiration of the Naming Rights Agreement or earlier termination per Section 25 of the Naming Rights Agreement; (ii) the City’s receipt of all Naming Rights Income to be paid to the City pursuant to the Naming Rights Agreement, whether the Naming Rights Agreement expires at the end of its term or is terminated earlier pursuant to its terms; and (iii) the Company’s receipt of the final commission payment due to it pursuant to this Agreement, which final payment may occur before the contracted expiration of the term of the Naming Rights Agreement should the Naming Rights Agreement be terminated sooner.
2. **Consideration**: As consideration to the Company for its sales services provided pursuant to the PSA, securing the Naming Rights Agreement on behalf of the City, and the revenue that the City will continue to receive throughout the term of the Naming Rights Agreement as a result of the Company’s sales services, the City agrees to pay the Company its due commission pursuant to the payment schedule attached hereto as **Exhibit C** and incorporated herein by reference.. Should City and Gesa Credit Union terminate their relationship per the terms of the

Naming Rights Agreement, City agrees to pay the Company its due commission out of the final payment City actually receives from Gesa Credit Union and no additional payments will be made to Company. As is set forth in the PSA, the Company is to be paid Seventeen Percent (17%) commission on all Naming Rights Income the City receives over the base term of the Naming Rights Agreement. In the event the Naming Rights Agreement is extended pursuant to its terms, the Company is to be paid Fifteen Percent (15%) commission on all Naming Rights Income the City receives over the extended term of the Naming Rights Agreement. The Parties agree that if at any time throughout the Term of this Agreement, Naming Rights Income to be paid to the City pursuant to the Naming Rights Agreement is modified in any way, the City will notify the Company in writing, and the Parties will amend this Agreement as necessary to account for such modification. "Naming Rights Income", as used throughout this Agreement, has the meaning set forth in the PSA.

- i. All commission payments made to the Company by the City are final upon payment by the City to the Company, and no commission payment (or any portion thereof) is subject to refund or return for any reason, including if the City and Gesa Credit Union terminate their relationship under the Naming Rights Agreement or if the City is required to refund to Gesa Credit Union any payments previously made by Gesa Credit Union.
3. Collection of Naming Rights Income: The City shall be solely responsible for and shall directly collect all Naming Rights Income. The City will remit any commission owed on Naming Rights Income to the Company within thirty (30) days of receipt of Naming Rights Income. Any payments shall be made by via direct deposit/ACH. At the time of payment to the Company, the City shall supply the Company with a statement showing the amount paid, the date of receipt, and the calculation of commission payable to Company.
4. Record Keeping: Each Party agrees that it will keep accurate and complete records and books of accounts showing all income it receives relating to this Agreement and the Naming Rights Agreement. Each Party or its representatives shall have the right at all reasonable times to inspect and make copies of the books and records of the other Party so far as such books and records shall relate to the computation of amounts to be paid to the Company and the City hereunder.
5. Transfer/Assignment: Neither Party shall assign or otherwise transfer this Agreement, nor any rights or obligations hereunder, except upon receipt of the prior express written approval of the other Party hereto.
6. Governing Law: This Agreement shall be construed and interpreted under the laws of the State of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
7. Construction: The Company and the City hereby acknowledge that both Parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provision being interpreted.

8. Severability: The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be limited to the extent necessary to render it valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect, without being impaired or invalidated in any way.
9. Waiver: No failure to exercise or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof or any other right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
10. Entire Agreement: This Agreement, including all exhibits, schedules, and any documents or instruments incorporated herein by reference constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between the Parties with respect to the subject matter hereof.
11. Amendment: This Agreement may be amended from time to time only upon a written agreement between the Parties.
12. Counterparts: This Agreement may be executed in two (2) or more counterparts (including, without limitation, by means of an electronic or facsimile signature), each of which shall be deemed an original, but all of which, when together constitute one and the same instrument.
13. Notice: Any notices required or permitted hereunder shall be considered as duly made if delivered by: (i) personal delivery in writing; (ii) by certified mail, postage-prepaid, return receipt requested; or (iii) via email, to the Party for which it is intended. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused; and notice sent by email shall be deemed received upon the date of receipt, if within the standard business hours of the receiving Party, or if outside of the standard business hours, on the next business day. Notices shall be addressed to the Parties at the following address:

i. The City:

City Of Spokane, Parks & Recreation Division  
Attn: Garrett Jones, Director of Parks & Recreation  
808 West Spokane Falls Blvd.  
Spokane, WA 99201  
gjones@spokanecity.org

With a Copy to: Jonathan Moog, Riverfront Park Director  
jmoog@spokanecity.org

ii. The Company:

The Superlative Group, Inc.

Attn: Kyle Canter, Chief Operating Officer  
2843 Franklin Boulevard  
Cleveland, OH 44113  
canter@superlativegroup.com

14. Survival: Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.
15. Confidentiality: Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will use its best efforts to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

**[Remainder of Page Intentionally Left Blank – Signature Page Follows]**

IN WITNESS WHEREOF, the City and the Company have executed and delivered this Agreement effective as of the last date of signature as set forth below.

The Superlative Group, Inc.

City of Spokane Parks and  
Recreation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kyle Canter

Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Exhibit A – Personal Services Agreement

Exhibit B – Naming Rights Agreement

Exhibit C – Payment Schedule

**EXHIBIT A**  
**PERSONAL SERVICES AGREEMENT**

**EXHIBIT B**  
**NAMING RIGHTS AGREEMENT**

**EXHIBIT C****PAYMENT SCHEDULE**

<b>Contract Year</b>	<b>Naming Rights Income Payable to the City</b>	<b>Due Date</b>	<b>Commission to be paid to the Company</b>
<b>Base Term</b>			
1	\$230,000.00	Within sixty (60) days of the NRA Effective Date	\$39,100.00
2	\$236,900.00	Anniversary of the NRA Effective Date	\$40,273.00
3	\$244,007.00	Anniversary of the NRA Effective Date	\$41,481.19
4	\$251,327.21	Anniversary of the NRA Effective Date	\$42,725.63
5	\$258,867.03	Anniversary of the NRA Effective Date	\$44,007.39
6	\$266,633.04	Anniversary of the NRA Effective Date	\$45,327.62
7	\$274,632.03	Anniversary of the NRA Effective Date	\$46,687.44
8	\$282,870.99	Anniversary of the NRA Effective Date	\$48,088.07
9	\$291,357.12	Anniversary of the NRA Effective Date	\$49,530.71
10	\$300,097.83	Anniversary of the NRA Effective Date	\$51,016.63
<b>Total (Base Term)</b>			<b>\$448,237.68</b>
<b>Extended Term</b>			
11	\$309,100.77	Anniversary of the NRA Effective Date	\$46,365.12
12	\$318,373.79	Anniversary of the NRA Effective Date	\$47,756.07

13	\$327,925.00	Anniversary of the NRA Effective Date	\$49,188.75
14	\$337,762.75	Anniversary of the NRA Effective Date	\$50,664.41
15	\$347,895.64	Anniversary of the NRA Effective Date	\$52,184.35
<b>Total</b>	<b>\$4,277,750.19</b>		<b>\$694,396.37</b>



# Park Board Contract Summary

Agenda Sheet for Park Board Meeting Date \*

02/08/2024

Clerk File

OPR 2024-0157

BID

Primary Contact

Primary Contact Email

Submitted By

Renewal

CR #

JONATHAN MOOG

JMOOG@SPOKANECITY.ORG

SDEATRICH

26041

Department \*

- ☐ Admin ☐ Finance ☐ Operations ☐ Recreation/Golf  
☒ Riverfront Park

Cross Ref

Contract Committee \*

- ☐ Finance ☐ Golf ☐ Land ☐ Recreation ☒ Riverfront  
☐ DVC/DVCAC ☐ UFTC ☐ Other

Contract Type \*

- ☒ New ☐ Renewal ☐ Amendment ☐ Extension  
☐ Purchase Without Contract ☐ Other

Beginning Date \*

Expiration Date \*

02/08/2024

08/08/2025

## Contractor/Consultant

Name\Contractor\Firm \*

Superlative Group, Inc.

Contact Name

Kyle Canter

Contact Email

canter@superlativegroup.com

Address

Remittance Address

City, State, Zip

Remittance City, State, Zip

Summary of Services

AGENDA ITEM NAME \*

SUPERLATIVE GROUP, INC – PAVILION SPONSORSHIP

AGENDA WORDING \*

Superlative Group, Inc / US Pavilion Sponsorship Sales Agreement (\$90,000, tax inclusive) – Amy Lindsey

BACKGROUND \*

This agreement retains The Superlative Group as the exclusive sponsorship sales service to solicit and negotiate US Pavilion naming rights opportunity with mission aligned partners. The Superlative Group was selected through a competitive bid process. The term and compensation of this agreement is 18-months with an optional 1-year extension with a \$5000 per month retainer plus travel expenses. Park Board will approve any recommended naming rights partner from this process through a separate agreement. Once approved, The Superlative Group will be paid 17% in commission payments on the initial term and 15% on any renewals specified in another agreement.

RECOMMENDATION \*

Approve US Pavilion Sponsorship Sales Agreement with the Superlative Group, Inc

Grant Related \*

NO

Lease \*

NO

New Vendor \*

YES

Public Works Related \*

NO

Fiscal Impact

Type	Amount	Budget Code *	Notes
EXPENDITURE	\$55,000.00	1400-54341-76901-54201	2024 AMOUNT
Type	Amount	Budget Code *	Notes
EXPENDITURE	\$35,000.00	1400-54341-76901-54201	2025 AMOUNT

Total Expense    Total Revenue

\$90,000.00

Supporting Documents

Quotes / Solicitation (RFP, RFQ, RFB) \*

YES

W-9 (for new contractors/consultants/vendors) \*

NO

Contractor is on the City's MRSC Roster \*

NO

ACH Forms (for new contractors/consultants/vendors) \*

NO

Spokane Business Registration attached to contract \*

YES

Insurance Certificate attached to contract (minimum \$1 million in General Liability) \*

YES

UBI #

604-499-806

Notes for Clerk's Office

**Electronic Approvals****Division Head Approval**

CONLEY, JASON K.

**Date**

02/12/2024

**Legal Department Approval**

SZAMBELAN, TIMOTHY

**Date**

02/12/2024

**Approved by Spokane Park Board  
on: 2/8/2024****Purchasing Approval****Date****Finance Approval**

DYSON, MEGAN

**Date**

02/15/2024

  
\_\_\_\_\_  
President Park Board**Grants Approval****Date****Lease Approval****Date****Distribution List****Spokane Park Board**

banderson@spokanecity.org

**Tax & Licenes**

tax&amp;licenses@spokanecity.org

**Additional Distribution**

jkconley@spokanecity.org

**Parks Accounting**

parksaccounting@spokanecity.org

**Additional Distribution**

alindsey@spokanecity.org

**Additional Distribution****Additional Distribution**

sdeatrich@spokanecity.org

**Additional Distribution**

City Clerk's No. OPR 2024-0157



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

**PERSONAL SERVICE AGREEMENT**

**EXCLUSIVE SPONSORSHIP  
SALES SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **THE SUPERLATIVE GROUP, INC.**, whose address is 2843 Franklin Boulevard, Cleveland, Ohio 44113 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Exclusive Sponsorship Sales Services; Spokane Pavilion Naming Rights Partnership, in accordance with RFP 5943-23, and Company's Response which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. COORDINATION AND LIAISON.**

Company shall fully coordinate all services under this Agreement with the Director of the City of Spokane Parks and Recreation Department, or his or her designee (the "Director"), and, as directed by the Director, with a designated supervisory manager or director for the City agency or agencies directly responsible for the affected City asset.

**3. SERVICES TO BE PERFORMED:**

a. Company shall diligently undertake and perform the sponsorship sales services as set forth on Exhibit B (the "Scope of Work") to the City's satisfaction; provided, however, that any exclusive rights provided to Company within the Scope of Work shall be subject to the City's right to seek and obtain sponsorship opportunities and sales directly from potential sponsors. Further, notwithstanding anything to the contrary contained in this Agreement, Company shall not be compensated for sponsorship opportunities and sales which are obtained solely by the City. If the Company assists the City in securing a Naming Rights Agreement with an entity that the City solicited, the Company shall be entitled to the commission set forth in Section 5 on Naming Rights Income for such Naming Rights Agreement.

b. Sponsorship opportunities that are obtained by Company shall be memorialized in a written contract in the form provided and pre-approved by the City, which contracts shall

be executed by the City and the Naming Rights Partner in accordance with the City's Charter and the Spokane Municipal Code ("Naming Rights Agreement"). A "Naming Rights Agreement" shall be further defined as those contracts or agreements, including renewals, extensions, and modifications thereof, by which any entity enters to receive naming rights (together with any additional and ancillary presenting sponsor rights, official sponsor rights, or any other rights, benefits, or recognition, in whole or in part, related to such naming rights) to the Spokane Pavilion. The City shall provide the Company with a copy of any Naming Rights Agreement and any modification or renewal thereof effected at any time.

c. Company shall not arrange a sponsorship that would violate other City obligations or any law, rule, policy, or executive order of the City. Further, Company shall not do anything in the performance of the services contemplated hereunder that would tend to discredit, dishonor, reflect adversely upon, or in any way injure the good name, reputation, or business of the City.

d. The City reserves the absolute right in its sole discretion to refuse any sponsorship or naming rights opportunity presented by Company and the City shall not be liable for any commission fee in the event of such refusal.

e. Company is ready, willing, and able to provide the services required by this Agreement.

f. Company shall faithfully perform the services required by this Agreement in accordance with the terms of this Agreement and the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature.

#### **4. TERM OF AGREEMENT.**

The term of this Agreement begins on the last date of signature as set forth on the signature page below and shall run for eighteen (18) months, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed by agreement of the parties not to exceed one (1) additional one (1) year contract period.

#### **5. COMPENSATION / PAYMENT.**

City will pay Company a \$5,000 per month retainer plus reimbursable travel expenses which have been pre-approved by the City, not to exceed \$10,000 per year. Upon full execution of a Naming Rights Agreement, the City's obligation to pay retainer payments shall cease, effective the month following the month in which the Naming Rights Agreement is fully executed.

When a Naming Rights Partner has been selected and a Naming Rights Agreement has been approved and executed between City and Naming Rights Partner, City will pay Company Seventeen Percent (17%) commission on Naming Rights Income City actually receives pursuant to the approved Naming Rights Agreement for the entire initial term of the Naming Rights Agreement. City will then pay Company Fifteen Percent (15%) commission on Naming Rights Income City actually receives pursuant to the approved Naming Rights Agreement for the term of any and all renewals and extensions of the Naming Rights Agreement beyond the initial term, so

long as such renewal or extension is contemplated in the original Naming Rights Agreement or if the renewal or extension is not contemplated in the original Naming Rights Agreement, so long as the Company assists the City in the negotiation of the renewal or extension of the Naming Rights Agreement. Any and all consideration owed to the Company pursuant to this Agreement that is derived from Naming Rights Income, and the City's obligation to pay such consideration, shall survive the termination or expiration of this Agreement. The City's obligation to pay any retainer payments shall also survive the termination or expiration of this Agreement, in the event the payments have not been paid upon termination or expiration of this Agreement.

Any and all consideration owed to the Company pursuant to this Agreement that is derived from Naming Rights Income, and the City's obligation to pay such consideration, will be further set forth in a separate agreement to this Agreement once a Naming Rights Agreement is executed between the City and the Naming Right Partner. Following execution of the Naming Rights Agreement, the Company and the City will execute an agreement that will serve as the agreement from which the Company will be paid commission owed to it pursuant to the terms of this Agreement.

In the case of retainer payments, the Company shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Blvd., 5<sup>th</sup> Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City reasonably objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **6. TAXES, FEES AND LICENSES.**

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **7. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require

that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **9. INDEMNIFICATION.**

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **10. INSURANCE.**

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below:

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are

additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## 11. REIMBURSABLES

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

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

for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

The Company and its sub-Company shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its subcontractor shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

## **14. ASSIGNMENT AND SUBCONTRACTING.**

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

## **15. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. As stated in Section 5 above, any and all consideration owed to the Company pursuant to this Agreement that is derived from Naming Rights Income, and the City's obligation to pay such consideration, shall survive the termination or expiration of this Agreement. In addition, the City's obligation to pay any retainer payments shall also survive the termination or expiration of this Agreement, in the event the payments have not been paid upon the termination or expiration of this Agreement.

## **16. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

## **17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the

Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Notwithstanding anything in this Agreement to the contrary, this Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any proprietary information from the Company to the City. The Company shall retain the ownership rights to all proprietary information that it owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, trade secrets, technology, formulas, calculations, algorithms, or information pertaining to business operations and strategies, and information pertaining to customers and pricing.

In addition, this Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any intellectual property between the parties, unless set forth otherwise in this Agreement. The parties shall retain ownership right, title, and interest to all intellectual property that they owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, copyrights, patents, trademarks, and service marks.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

#### **18. ANTI KICK-BACK.**

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

#### **19. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall

have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**THE SUPERLATIVE GROUP, INC.**

**CITY OF SPOKANE  
PARKS AND RECREATION**

By Kyle Canter 2/20/2024  
Signature Date

By Jason Conley 5/2/2024  
Signature Date

Kyle Canter  
Type or Print Name

Jason Conley  
Type or Print Name

COO  
Title

Interim Parks Director  
Title

Attest:

Approved as to form:

[Signature]  
City Clerk

James Rickman  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Exhibit A – Certificate Regarding Debarment  
Exhibit B – Company's Response to RFP  
Exhibit C – Definitions and Clarifications

23-056a





## **EXHIBIT B**

## EXHIBIT C

### Definitions and Clarifications

**“Naming Rights Partner”** shall mean each entity secured by the Company that subsequently enters into a “Naming Rights Agreement” with the City. If any entity, including any charitable corporate foundation related to any Naming Rights Partner, elects to make a contribution in support of the Spokane Pavilion, then subject to the terms of the applicable Naming Rights Agreement, such entity making the contribution shall also be deemed a Naming Rights Partner and the contribution shall be deemed Naming Rights Income.

**“Naming Rights Income”** means all amounts paid or payable by or on behalf of any entity as consideration for the right to receive naming rights (together with any additional and ancillary presenting sponsor rights, official sponsor rights, or any other rights, benefits, or recognition, in whole or in part, related to such naming rights) to the Spokane Pavilion, regardless of whether such amounts are paid during the term of this Agreement or during any period following the last day of the term of this Agreement, pursuant to:

- Any Naming Rights Agreement which is executed with a Naming Rights Partner during the term of this Agreement;
- Any Naming Rights Agreement which is executed within twelve (12) months following the expiration or termination of this Agreement with any entity that was previously solicited by the Company to become a Naming Rights Partner and with which the Company had conducted good-faith discussions concerning the possibility of such entity becoming a Naming Rights Partner, and which entity is included by the Company on a list of entities delivered to the City by the Company within fifteen (15) days following the expiration or termination of this Agreement; and
- Any renewal, extension, or modification of any such contract or agreement described in the immediately preceding bullet points, so long as such renewal or extension is contemplated in the original Naming Rights Agreement or if the renewal or extension is not contemplated in the original Naming Rights Agreement, so long as the Company assists the City in the negotiation of the renewal or extension of the Naming Rights Agreement.

## Bid Response Summary

**Bid Number** RFP 5943-23  
**Bid Title** Exclusive Sponsorship Sales Service: Spokane Pavilion Naming Rights Partnership  
**Due Date** Monday, July 24, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** The Superlative Group, Inc.  
**Submitted By** Claire Reddy - Thursday, July 20, 2023 1:45:40 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 reddy@superlativegroup.com 2165929400

### Comments

### Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
	6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES

7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Claire Reddy Vice President of Client Services reddy@superlativegroup.com 216-592-9400
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Kyle Canter Chief Operating Officer canter@superlativegroup.com 440-221-5392
DOCUMENTS TO UPLOAD:		
2	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	City of Spokane RFP #5893-23 - The Superlative Group.pdf
3	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	WA Business License.pdf
5	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



EXCLUSIVE SPONSORSHIP

## SALES SERVICES

RFP #5893-23

Prepared for :



### CONTACT INFO

2843 Franklin Blvd.  
Cleveland, OH 44113  
United States

**E** : [canter@superlativegroup.com](mailto:canter@superlativegroup.com)  
**W** : [www.superlativegroup.com](http://www.superlativegroup.com)  
**O** : 216.592.9400



LEADING THE WAY



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City of Spokane  
Parks and Recreation Division  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

July 20, 2023

To whom it may concern,

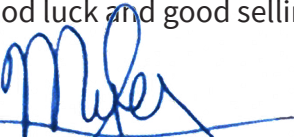
It is with pleasure that we submit The Superlative Group's proposal for City of Spokane's RFP #5893-23 for Exclusive Sponsorship Sales Services for the Spokane Pavilion Naming Rights Partnership.

As detailed throughout our proposal, we believe that our core competencies and distinguished history in corporate sponsorship and partnership development and execution, on behalf of municipalities and other government agencies, make us uniquely qualified to work with Spokane.

We look forward to the opportunity to meet with you and other stakeholders to answer questions, discuss the methodology our firm has developed and explain how we plan to leverage our expertise and experience to lead the City of Spokane in this exciting opportunity.

The Superlative Group is a corporation; we would operate out of our headquarters in Cleveland, OH, for the duration of this project. We comply with the Terms and Conditions set forth in the RFP.

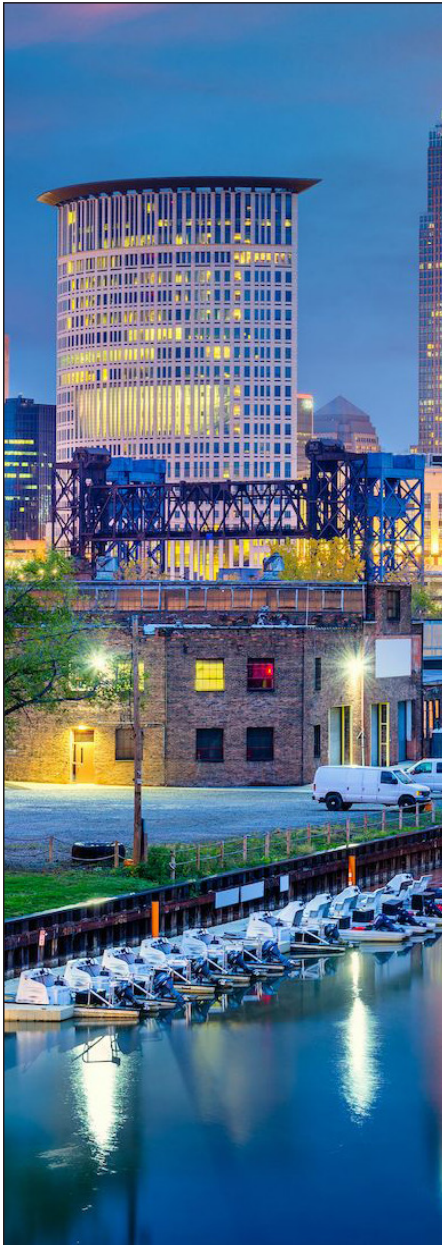
Good luck and good selling,



Myles C. Gallagher  
President & CEO  
gallagher@superlativegroup.com

## QUALIFICATIONS

# PARTNERSHIP PLAN



## SPONSORSHIP IS EVOLVING. WE'RE LEADING THE WAY.

Headquartered in Cleveland, OH, with a satellite office in London, UK, The Superlative Group is the foremost expert in the valuation and sale of Naming Rights and corporate sponsorships for public and private sector clients. Founded in 1994 by current President and CEO Myles Gallagher, Superlative is an industry-leading team of sales executives, valuation analysts, attorneys and accountants that manage the entire sponsorship marketing process from stakeholder engagement, industry research and valuation to negotiating, closing and stewarding of partnerships. For nearly 30 years, Superlative has delivered more than \$3 billion in Naming Rights, sponsorship and premium seating revenue for our clients.

**“Sponsorships continue to  
progress in value and complexity.  
Superlative is here to help.”**

QUALIFICATIONS

MISSION & VALUES

At Superlative, superior customer service has been woven into the fabric of our firm since its inception. As a result, Superlative’s culture and core beliefs are rooted in exceeding our clients’ expectations. Our client focus is evident by the manner in which we organize and manage our projects:

- **Understanding each client’s needs, objectives and desires;**
- **Building a sponsorship marketing and sales plan that meets those goals;**
- **Drawing upon our extensive experience to optimize Naming Rights and sponsorship inventory;**
- **Maximize sponsorship revenues through sales propositions and long-term agreements;**
- **Supplying senior management and on-site staff to direct and execute each plan**
- **Providing immediate feedback and ongoing reporting to each client as the project progresses.**



CORPORATE FACTS



**+ \$3 BIL**  
REVENUE GENERATED  
FOR OUR CLIENTS



**29**  
YEARS IN  
BUSINESS



**1,075**  
COMPLETED  
PROJECTS

## QUALIFICATIONS

# KEY PERSONNEL

### MYLES GALLAGHER, CEO & President

**Professional Qualifications:** 36 years of Naming Rights and Sponsorship experience, 29 years as President and CEO of The Superlative Group

**Educational Attainment:** B.A., John Carroll University

**Background:** A sales and marketing leader with 36 years of experience in Sports Marketing, Corporate Consulting, Entertainment Property representation and Municipal Marketing, Gallagher opened his full-service agency, The Superlative Group, Inc., in January 1994.

Before founding The Superlative Group, Gallagher played a key role in premium seating and sponsorship sales with the Cleveland Indians during their transition from Cleveland Municipal Stadium to Jacobs Field (now Progressive Field) in the early 90s.

Gallagher also served in IMG's Motorsports Division, responsible for driver endorsements and team representation, as well as the sales and marketing of Motorsports events, where he represented such brands as Eddie Cheever, Jackie Stewart, and Emerson Fittipaldi and directed sales of the Marlboro Grand Prix and other prestigious properties. Prior to IMG, Gallagher served as the youngest brand manager in the tire industry at Dunlop Tire Corporation.

Gallagher pioneered the field of Municipal Marketing and has led the transition of Naming Rights from a sports stadium niche to an integral part of public infrastructure financing.

### KYLE CANTER, Chief Operating Officer

**Professional Qualifications:** 17 years of experience in Naming Rights and sponsorship valuation, sales and consulting

**Educational Attainment:** B.A., Tiffin University

**Background:** As Chief Operating Officer of The Superlative Group, Canter is responsible for all aspects of business development, client management, strategic planning, staffing, financial forecasting and sales.

Canter has 17 years of experience in the Naming Rights, corporate sponsorship and premium seating analysis and sales arena. He's worked in the areas of municipal marketing, consulting, auto racing, rugby, basketball, baseball, hockey, music, beach volleyball and figure skating. His unique experience with municipal leaders at the federal, state and local levels combined with his understanding of C-suite leaders at some of the world's most successful and recognizable brands provide him an intuitive understanding of how executive teams value and analyze potential sponsorship and marketing partnerships. As corporate partnerships continue to expand, Canter has been a leader in the evolution of venue based corporate sponsorship programmes. He has worked across the professional and minor leagues negotiating and consulting on behalf of sponsors in all categories including healthcare, higher education, legal services, financial services, utilities, insurance, automotive, travel and more.

## QUALIFICATIONS

**PAT NIESER**, Executive Vice President, Corporate Partnerships & Development

**Professional Qualifications:** 16 years of experience in public and private sector Naming Rights, partnerships, and sponsorship sales

**Educational Attainment:** B.S., Ohio University; M.B.A., Ohio University, M.S.A., Ohio University

**Background:** Pat Nieser brings over 16 years of experience in the sponsorship sales world with time spent in the NCAA, MLB, NBA, NFL and digital sports field. He has also consulted, activated and valued marketing opportunities with the majority of his time prior to Superlative spent selling corporate partnerships with the Cincinnati Bengals. During his time in Cincinnati, Pat was involved in major projects such as a stadium-wide Wi-Fi network installation.

At The Superlative Group, Pat has secured several Naming Rights, beverage rights, and partnership agreements on behalf of clients in the municipal, parks & recreation, sports, entertainment, healthcare, transit, higher education and convention sectors. Some of Nieser's successes include Miami-Dade Arena, the SAFE Credit Union Convention Center & Theater District, Greater Cleveland RTA, Mountain American Expo Center, and more. He is also deeply involved in business development and consulting efforts for the firm and enjoys working with the Valuation Division while leading the sales team.

Nieser has enjoyed developing partnerships with the CPG, retail, automotive, healthcare, malt beverage, financial services, insurance, and technology industries. He received his Master of Sports Administration and Master of Business Administration degrees from Ohio University and has enjoyed supporting the American Cancer Society, A Kid Again, Sports Biz Camps, University School and Ohio University through various volunteer and fundraising initiatives.

**MATTHEW KORTE**, Vice President, Corporate Partnerships & Development

**Professional Qualifications:** 15 years of experience in sponsorship, sports sales and development

**Educational Attainment:** B.A., Miami University

**Background:** Matt Korte joined The Superlative Group in early 2019 as Director, Corporate Partnerships. In his current role as the Vice President of Corporate Partnerships and Development for The Superlative Group, Matt is responsible for all aspects of business development, client management, strategic planning and sponsorship sales. His experience includes stops in Minor League Baseball working with Mandalay Sports Properties and the Frisco Roughriders, the NCAA with Wake Forest University's Athletic Department and most recently the Cleveland Cavaliers of the NBA. Through the years, Matt's focus has been on ticket sales leadership, premium inventory sales, development, networking and fostering long-term partnerships. During his time with the Cavaliers, Matt was instrumental in The Q Transformation Project; spearheading multi-year agreements for new hospitality spaces following a \$200M+ renovation to Quicken Loans Arena.

Korte has enjoyed working with clients throughout numerous industry sectors, including, but not limited to; Municipal, Higher Education, Transit & Automotive, Healthcare, Construction and Financial Services. His client profile at Superlative has covered numerous sectors from city and county governments, performing arts and symphony orchestras, colleges and universities and multiple transit agencies, such as the San Diego Symphony, Roebbelen Event Center, Raleigh Convention & Performing Arts Center, San Diego Metropolitan Transit System, the City of Irvine and the City of Palmdale to name a few.

He received his B.A. in Political Science from Miami University where he was active within the Athletic Department and ISP/IMG. In his free time, he enjoys spending time with his wife, son and two German Shepherds.

## QUALIFICATIONS

**CLAIRE REDDY**, Vice President, Client Services

**Professional Qualifications:** 5 years of professional experience in client research and sales development and management

**Educational Attainment:** B.S., The Ohio State University

**Background:** As Vice President of Client Services, Claire Reddy is responsible for initial and continued client outreach and ongoing client support as well as the development of sales material and design work for Superlative. She has supported sale efforts for SAFE Credit Union Convention Center, Roebbelen Event Center, San Diego Symphony, San Diego MTS, Miami-Dade Arena, and more. Claire is vital to client servicing and acts as a direct link between the client and Superlative's executive team.

**DAVID BARTOLOME MARTINEZ**, Director of Corporate Partnerships & Development

**Professional Qualifications:** 15 years of professional experience in banking, financial analysis, business development, sports credit and risk analysis, and sport M&A consulting

**Educational Attainment:** B.S., Universidad de Zaragoza (Spain); MSc Sports Management and Marketing, Birkbeck – University of London

**Background:** Originally from Spain, David has lived in Ireland and the UK for almost 15 years. David started his professional career in banking at StateStreet in Ireland as a fund accountant. In 2011 he moved to London and started working for Bloomberg where he gained experience as a fixed income analyst for 18 months to transitioned into the fixed income specialist products department to become a business developing agent. For over 5 years, David helped penetrate fixed income platforms into Treasury houses, national debt management offices and international banks across Europe and Africa.

In 2014 and while working full time, David earned his Masters in Sports Management and Marketing at Birkbeck – University of London. In 2018, David joined 23 Capital, a boutique lending institution that provided financial solutions for European soccer. Within 23 Capital, David helped funding the transfers of Antoine Griezmann and Frenkie de Jong to FC Barcelona, Joao Felix to Atletico de Madrid, and provided tailored credit facilities to clubs such as Benfica, Watford and FC Barcelona. In 2020, David started his own consulting firm where he closely worked with investors who bid for European clubs like Sampdoria and Palermo (Italy), Cartagena, Burgos and Leganes (Spain), and Saint Etienne (France).

In 2022, he joined The Superlative Group where he is tasked with expanding the company's business lines in Europe.

## QUALIFICATIONS

**BRIAN MORACZ**, Director, Legal & Client Services

**Professional Qualifications:** 4 years of experience negotiating and drafting a variety of contracts in the sports industry.

**Educational Attainment:** B.A., The Ohio State University; J.D., Cleveland-Marshall College of Law

**Background:** As Director of Legal and Client Services, Brian Moracz is primarily responsible for negotiating, drafting, interpreting, and managing contracts on behalf of The Superlative Group, while also assisting in client outreach. Additionally, he supports The Superlative Group by providing general legal counsel and analysis.

Prior to joining The Superlative Group, Moracz focused mostly on transactional law while also practicing in a limited capacity as a litigator. His prior experience consists mostly of drafting and negotiating commercial real estate agreements, sponsorship agreements, merger and acquisition agreements, and entity operating agreements. In addition to legal work, Moracz has worked in a myriad of capacities throughout the sports industry, with experience in minor league baseball, collegiate athletics at both the university and conference level, and professional hockey.

**SEAN CAIN**, Director, Corporate Partnerships & Development

**Professional Qualifications:** 4 years of experience in collegiate athletics and sponsorship sales

**Educational Attainment:** B.B.A., Adrian College; M.B.A., Ohio University, M.S.A., Ohio University

**Background:** Sean Cain brings over 4 years of professional experience working in non-profit fundraising and sponsorship sales. During his time with Superlative, Sean has worked on strategic sales campaigns for the San Diego Symphony Orchestra, Mohegan Sun Gaming & Entertainment, The Connecticut Sun (WNBA), the University of Louisville Athletic Department, and more.

Before Superlative, Sean spent time working in governance at the NCAA. He then focused on college athletic fundraising at The University of Nevada, Reno, and Ohio University. Sean's consulting career started when he developed partnership sales initiatives with clients like the NY Jets, Atletico Madrid, Burnley FC, Angel City FC, and the MLS. Sean also has agency experience on the brand side, working on sponsorship activations with ESPN, US Bank, and more.

Sean received his Bachelor's in Business Administration from Adrian College and Master of Business Administration and Sports Administration from Ohio University. He enjoys supporting his community by coaching youth and collegiate football and has found passion in supporting St. Jude's Children's Hospital, The Jimmy V Foundation for Cancer Research, Special Olympics, and both his alma maters—financially and through service.

## QUALIFICATIONS

**SEAN GALLAGHER**, Director, Corporate Partnerships & Development

**Professional Qualifications:** 1 year of professional experience working under the elite Superlative sales team

**Educational Attainment:** B.S., Miami University

**Background:** Recently joining the Superlative sales team full time, Sean has been immersed in the company his entire life. He joins with over 3 years of intern experience where he worked under the sales team, drafting outreach materials, building outreach lists, and assisting with internal projects as needed. Sean is now supporting various sales campaigns under the Superlative Group portfolio in multiple sectors including, but not limited to parks and recreation, municipal, transit, micro-mobility, bikeshare and private-public infrastructure projects.

**KAMERON BROWN**, Manager, Client Services

**Professional Qualifications:** 1 year of professional experience in client research and the development of sales materials.

**Educational Attainment:** B.B.A., Kent State University

**Background:** Recently joining the team at Superlative full time, Kameron was an intern for the company 5 months prior. She continues to work alongside the Client Services team and continues work with the sales team in building outreach lists, producing outreach material, and assisting with client proposal development. With her background in graphic design, Kameron is also responsible for the development of sales material along with the design work for Superlative.



QUALIFICATIONS

OUR RELEVANT EXPERIENCE

CASE STUDY

RALEIGH CONVENTION & PERFORMING ARTS COMPLEX



PROJECT SCOPE

Naming Rights,  
Sponsorship Asset  
Inventory &  
Valuation

SUMMARY OF SERVICES

The Superlative Group was hired by the City of Raleigh to perform Naming Rights and sponsorship valuation and sales services for the Raleigh Convention and Performing Arts Complex and its assets. The complex is comprised of the Raleigh Convention Center, Duke Energy Center for the Performing Arts and the Red Hat Amphitheater. The team has completed the Phase I: Asset Inventory & Valuation. Upon delivery of the valuation report, the team moved into the Phase II Naming Rights & Sponsorship Sales Campaign for the RCPAC. Shortly after moving into sales, TSG secured an agreement for a new naming rights partner for the Center for the Performing Arts. The new partnership will span 20-years and deliver **\$14 million** in sponsorship revenue. Additionally, the team brought forward an exclusive pouring rights agreement that will generate **over \$1 million** in new revenue for RCPAC over a 10-year contract.

## CASE STUDY

# CITY OF SACRAMENTO



City of  
SACRAMENTO

## PROJECT SCOPE

Naming Rights,  
Sponsorship  
Asset Inventory,  
Valuation & Sales

## SUMMARY OF SERVICES

The Superlative Group was hired to conduct a valuation of assets inside and outside the Sacramento Community Theater that could benefit from corporate partnerships and sponsorships. The valuation team delivered the completed asset inventory and valuation to the City that identified the value of Theater Naming Rights and other key assets. The project team was subsequently re-hired by the City to re-visit Naming Rights and sponsorships for the Theater, Convention Center and Memorial Auditorium. The project team has completed a comprehensive report outlining key findings including top-tier partnerships and/or donor categories and key prospects for Naming Rights outreach. The sales team finalized a **25-year, \$23 million** Naming Rights deal with SAFE Credit Union for the Theater and Convention Center.

CASE STUDY

# CUYAHOGA COUNTY, OH



**PROJECT SCOPE**

Naming Rights,  
Sponsorship  
Asset Inventory,  
Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was hired as the exclusive Naming Rights consultant for the Cleveland Convention Center and Global Center for Health Innovation. The project team delivered a complete asset inventory and valuation. This included recommendation for the best approach to maximizing revenues, project asset prioritization, innovative ways to package assets for potential partners and determining a fair market value for Naming Rights to the Cleveland Convention Center and Global Center for Health Innovation. Superlative announced an agreement between the Cleveland Convention Center and FirstMerit Bank (now Huntington Bank) for Naming Rights, making the convention center the “FirstMerit Convention Center of Cleveland” (now “Huntington Convention Center of Cleveland”). The agreement is worth **\$10 million over 20 years.**

## CASE STUDY

# SALT LAKE COUNTY, UT



## PROJECT SCOPE

Naming Rights,  
Sponsorship  
Asset Inventory,  
Valuation & Sales

## SUMMARY OF SERVICES

The Superlative Group was hired by SMG, South Towne Exposition Center and Salt Palace Convention Center to value the assets and develop a marketing plan to sell Naming Rights to the convention centers. Within a few months, Superlative delivered a comprehensive asset inventory and valuation for Naming Rights to the centers as well as exhibition halls and pre-function areas. The project team also provided opportunities for category sponsorships throughout the facility. Superlative has secured a **10-year, \$1.59 million** pouring rights agreement with Coca-Cola and secured Mountain America Credit Union as the Naming Rights partner to the South Towne Exposition Center at **\$4 million over 10 years**.

## CASE STUDY

# MIAMI-DADE ARENA



## PROJECT SCOPE

Naming Rights,  
Sponsorship  
Asset Inventory,  
Valuation & Sales

## SUMMARY OF SERVICES

The Superlative Group was engaged by Miami-Dade County, FL, to value and sell the Naming Rights to American Airlines Arena, home of the Miami HEAT, in Miami, Florida. Once the comprehensive valuation was completed, Superlative secured a 19-year Naming Rights partnership totaling more than **\$215 million**. The arena is an international, versatile venue in a vibrant waterfront setting that has capacity for 21,000.

## CASE STUDY

# PLACER VALLEY TOURISM



**PLACER VALLEY**  
Tourism Enriching Communities

## PROJECT SCOPE

Naming Rights,  
Sponsorship  
Asset Inventory,  
Valuation & Sales

## SUMMARY OF SERVICES

The Superlative Group was hired by Placer Valley Tourism for detailed asset valuation to be followed by sponsorship and Naming Rights sales of their assets. Placer Valley redeveloped the county fairgrounds and rebranded the venue as @the Grounds to include a new sports complex and other highly visible attractions. Upon starting the sales campaign, Superlative secured an exclusive pouring rights agreement as well as an exclusive partnership for internet and telecommunication services for @the Grounds. With the 160,000-square foot event center opening in early 2020, The Superlative Group finalized a naming rights agreement that will generate in excess of **\$4 million over a 20-year** term agreement.

## CASE STUDY

## SAN DIEGO SYMPHONY

**PROJECT SCOPE**

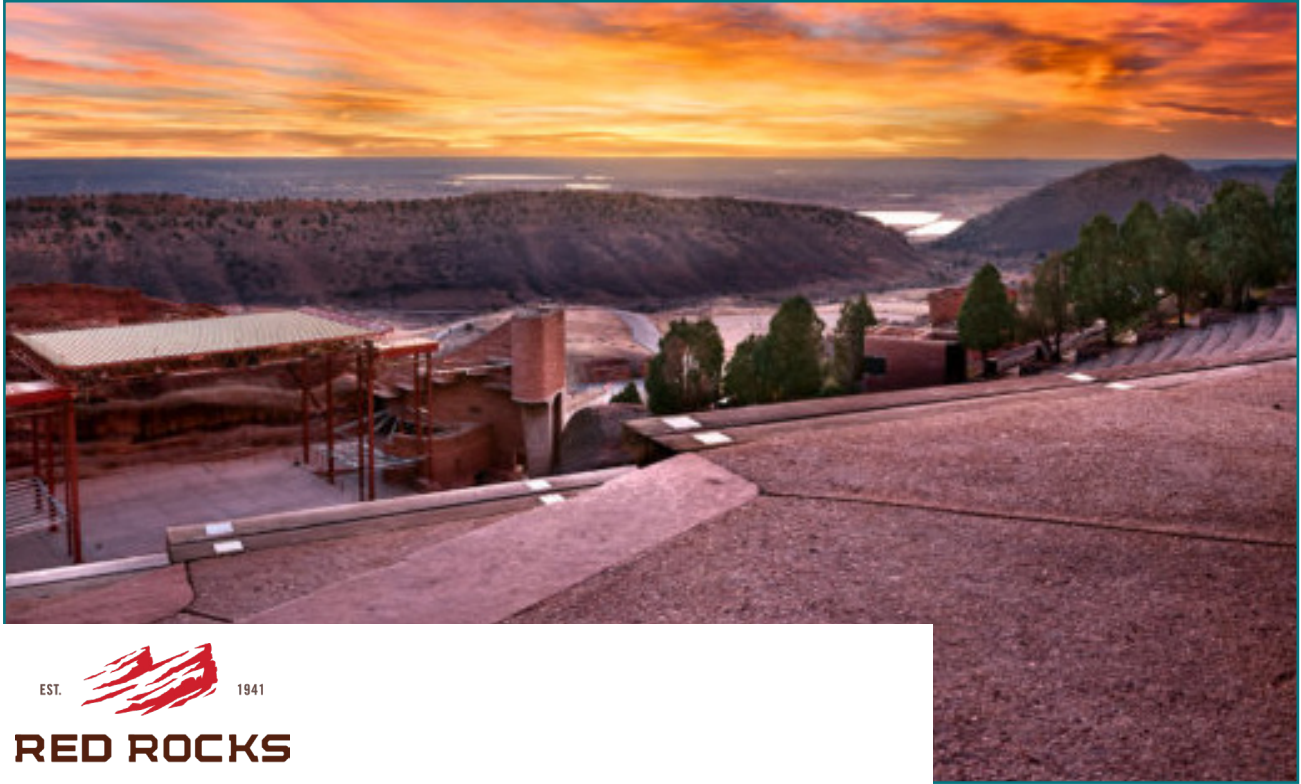
Naming Rights &  
Sponsorship Asset Inventory,  
Valuation & Sales

**SUMMARY OF SERVICES**

Superlative signed an agreement with the San Diego Symphony Orchestra to develop a holistic marketing and corporate fundraising strategy for the organization. The project includes a Fair Market Valuation of Naming Rights opportunities at the Jacobs Music Center—the Orchestra's home venue—and The Rady Shell at Jacobs Park, as well as an assessment of the potential revenue to be realised through premium seating sales at the Park, Concert Series Sponsorships and organization-wide Exclusive Partnerships in a variety of industry categories. The Superlative Group completed its Phase I analysis and is currently in Phase II strategic sales campaign for the Orchestra. To date, Superlative has secured an exclusive pouring rights agreement, hotel sponsorship, and multiple other partnerships including single-event and programmatic sponsorship for the inaugural summer season worth **over \$10 million** in total.

## CASE STUDY

# CITY & COUNTY OF DENVER, CO



## SUMMARY OF SERVICES

Superlative was hired as the exclusive agent to serve the City and County of Denver for its sponsorship sales and management services. Prior to the sales phase, Superlative created in-depth sponsorship valuation for the Denver Coliseum, Denver International Airport, Denver Performing Arts Complex, Red Rocks Amphitheatre and Denver Public Library. Valuation deliverables included valuing current sponsorship assets and the potential for new assets as well as Naming Rights potential for the Denver Performing Arts Complex, Denver Coliseum and Denver Convention Center. The project team handles all sponsorship activation and sales for Denver Arts & Venues. As the sole agency handling sponsorship for the venue, we handle the scheduling of all onsite activation, fulfillment of all assets as well as all year-end recaps. We also handle the sponsorship of DAV events, such as Yoga on the Rocks, the Five Points Jazz Festival, Film on the Rocks and Fitness on the Rocks. Some of the sponsorship agreements Superlative has secured include:

- **3-year agreement with Brown-Forman for nearly \$300,000**
- **2-year agreement with Southwest Airlines for \$240,000**
- **3-year agreement with Miller-Coors for \$1.1 million**
- **5-year agreement with Pepsi for \$1.3 million**
- **2-year agreement with Jeep for \$330,000**
- **3-year agreement with Treasury Wine Estates for \$204,000**
- **3-year agreement with Red Bull for \$180,000**
- **2-year agreement with Conoco for \$300,000**

CASE STUDY

# HOUSTON FIRST CORPORATION



Houstonfirst

## PROJECT SCOPE

Naming Rights,  
Sponsorship Asset  
Inventory, Valuation & Sales

## SUMMARY OF SERVICES

The Superlative Group was hired by Houston First to secure a pouring rights partner for a number of their theatres and entertainment facilities. The project team successfully secured Coca-Cola as the pouring rights partner under a **5-year, \$2.14 million** agreement. The project team was re-hired by Houston First to value assets and pursue Naming Rights and sponsorship partners. Assets include the George R. Brown Convention Center, Theater District (Wortham Theater and Jones Hall), Miller Outdoor Theater and a number of parking garages. Superlative has completed the Phase I Valuation report and has moved into the sales phase to procure the most valuable assets first.

## CASE STUDY

# ROCKFORD PARK DISTRICT, IL



## PROJECT SCOPE

Naming Rights,  
Sponsorship Asset  
Inventory, Valuation & Sales

## SUMMARY OF SERVICES

The Superlative Group was selected in June 2015 to serve as the sole Naming Rights and sponsorship consultant for the Rockford Park District's Sportscore Downtown and Sportscore II. The Rockford Park District is the third largest park and recreation system in Illinois and its network includes four sports complexes, five golf courses, four museums, two ice arenas, an equestrian center and numerous recreational paths and public gardens. The project team secured University of Wisconsin Health as the Naming Rights partner to the Sportscore Downtown at **10 years and \$2.1 million** as well as MercyRockford Health System on a **10-year, \$1.9 million** Naming Rights agreement to Sportscore I, Sportscore II and the Indoor Sports Center.

## CASE STUDY

# CITY OF WOODBURY, MN



## PROJECT SCOPE

Naming Rights,  
Sponsorship  
Asset Inventory &  
Valuation & Sales

## SUMMARY OF SERVICES

The Superlative Group was selected to secure Naming Rights and sponsorship partners for Minnesota United Football Club's soccer stadium (National Sports Center), indoor multisport complex (Bielenberg Sports Complex) and the team kits. The project team completed a full asset inventory and valuation on the Bielenberg Sports Complex prior to the sale of Naming Rights and sponsorships. Superlative secured a **10-year, \$3 million** Naming Rights agreement to the Beilenberg Sports Complex with HealthEast Care System.

## CASE STUDY

## CITY OF PALMDALE, CA



PALMDALE  
a place to call home

**PROJECT SCOPE**

Naming Rights,  
Sponsorship  
Asset Inventory,  
Valuation & Sales

**SUMMARY OF SERVICES**

The City of Palmdale hired The Superlative Group to serve as its exclusive sales and management agency to provide sponsorship sales and management services for City programs, events and facilities. Opportunities include on-site promotions, product sales, special events, sampling and more. The project team delivered a Phase I report, which identified and valued their current sponsorship assets, as well as identified potential new sponsorship assets to market and ultimately sell Naming Rights and sponsorships. Once the valuation was completed, the team moved into Phase II and immediately procured a City-wide Pouring Rights partnership totaling **over \$300,000**. In addition to the Pouring Rights agreement, the team also secured a Title Sponsorship totaling **\$275,000** for the City's new Fitness Court currently under construction at the Pelona Vista Park.

## CASE STUDY

## CITY OF IRVINE, CA

**PROJECT SCOPE**

Sponsorship Asset Inventory,  
Valuation & Sales

**SUMMARY OF SERVICES**

The Superlative Group was retained by the City of Irvine to complete an Assessment and Valuation of Amenities and Facilities at The Great Park. The City of Irvine, located in Orange County, California, has a population of nearly 224,000, and covers 65 square miles. The Great Park, situated on a section of the former Marine Corps Air Station El Toro, continues its evolution across approximately 1,300 acres as it attracts visitors to its ongoing amenities. The city-owned Great Park is an arts and sports recreational hub with 688 acres of parkland. Within that acreage is the development of a 194-acre Sports Complex. Recently, the project team secured a Presenting Sponsorship to the park with UCI Health. Over a possible 20-year agreement, the partnership will deliver **over \$13 million** in new revenue to the city while expanding offerings and activities across the venue.

## CASE STUDY

# CITY OF DALLAS PARKS & RECREATION

**PROJECT SCOPE**

Naming Rights,  
Sponsorship Asset  
Inventory & Valuation

**SUMMARY OF SERVICES**

The Superlative Group was recently hired by the City of Dallas Parks & Recreation to provide asset marketing and sponsorship consulting services for the Department. The City of Dallas Park and Recreation Department operates and manages one of the largest park systems in the country with over 20,000 acres of park land, 397 parks, and 41 recreation centers. The staff of the department manages and maintains athletic fields, aquatic centers, playgrounds, 158 miles of trails, tennis facilities, golf courses and dog parks. The department also hosts a variety of special events each year and welcomes over 30 million visitors throughout the entire park system. The project team has begun the Phase I Valuation.

## CASE STUDY

# WOLF TRAP FOUNDATION FOR THE PERFORMING ARTS

**WOLF  
TRAP**

FOUNDATION FOR THE PERFORMING ARTS

**PROJECT SCOPE**

Naming Rights,  
Sponsorship  
Asset Inventory,  
Valuation & Sales

**SUMMARY OF SERVICES**

Wolf Trap Foundation for the Performing Arts, the official partner to the National Park Service, retained the Superlative Group to provide Naming Rights and Sponsorship Asset identification and valuation services for its network of iconic venues, including the Filene Center, The Barns at Wolf Trap, Children's Theatre-in-the-Woods and the Center for Education. The project team has completed its Phase I analysis.

CASE STUDY

FISHERS PARKS, INDIANA



PROJECT SCOPE

Naming Rights,  
Sponsorship  
Asset Inventory &  
Valuation

SUMMARY OF SERVICES

The Superlative Group was recently hired by by Fishers Parks, Indiana, to serve as the exclusive sponsorship and Naming Rights representative of the City. The project team will complete a full asset database development, valuation and comprehensive Naming Rights and sponsorship program for the City’s Parks and Recreation Department. Fishers Parks offers a variety of recreational area and parks, including splash pads, sledding hills, Nickel Plate District Amphitheater, and more. The project team has completed Phase I Valuation and has moved into Phase II Sales.

## CASE STUDY

## CITY OF FRISCO, TX

**PROJECT SCOPE**

Naming Rights,  
Sponsorship Asset  
Inventory, Valuation & Sales

**SUMMARY OF SERVICES**

Superlative was hired by the City of Frisco to begin a citywide sponsorship program. The project team was tasked with valuing and assessing city events, facilities, parks and other intangible/intangible assets. Events included in the valuation include Frisco Freedom Fest, Prelude to Freedom Fest, Merry Main Street, Frosty, Daddy Daughter Dance, Easter Eggstravaganza and Mother Son Dance. Facilities and other assets include the Frisco Athletic Center, Frisco Fun Radio, Frisco Fun Guide, Harold Bacchus Community Park, Senior Center, Frisco Heritage Center and Frisco Fire Safety Town. A comprehensive asset inventory and valuation was delivered, and the sales phase has already resulted in a new, city-wide partnership with a major health care network for sponsorship of several community events, initiatives and a presenting partnership for the Frisco Fire Safety Town.

## CASE STUDY

# CITY OF DORAL, FL

**PROJECT SCOPE**

Naming Rights,  
Sponsorship Asset  
Inventory & Valuation

**SUMMARY OF SERVICES**

The Superlative Group was recently hired by the City of Doral, Florida, to complete a full asset database development, valuation and comprehensive Naming Rights and sponsorship policy for the City's Parks and Recreation Department with a focus on their new Amateur Sports Complex. The Department operates and maintains nine parks with an abundance of amenities for all ages and lifestyles including: a community center, lighted sports fields, basketball courts, volleyball courts, bike trails, exercise stations, playgrounds, pavilions, etc. The project team has completed their Phase I Valuation.

## CASE STUDY

## MINNESOTA ORCHESTRA



MINNESOTA  
ORCHESTRA

**PROJECT SCOPE**

Naming Rights,  
Sponsorship  
Asset Inventory &  
Valuation

**SUMMARY OF SERVICES**

The Superlative Group was retained by the Minnesota Orchestra to value the Naming Rights, sponsorships and other corporate partnership opportunities for the Orchestra. As the Orchestra continues to develop plans for future development, including a 20,000-seat outdoor theater, Superlative has remained engaged to assist in a project that will provide a natural platform to generate excitement in live music and outdoor entertainment in the Minneapolis-St. Paul area. The team completed the Phase I Valuation.

## CASE STUDY

## CITY OF CLEARWATER, FL



## PROJECT SCOPE

Naming Rights,  
Sponsorship Asset  
Inventory & Valuation

## SUMMARY OF SERVICES

Recently, Superlative was hired by the City of Clearwater, FL, to provide professional services related to asset inventory, valuation and the Naming Rights for Coachman Park. Coachman Park is a waterfront, open-air venue that hosts concerts, festivals and exhibitions year-round. It is currently under a \$15-million redevelopment, which is part of the City's \$85 million Imagine Clearwater Master Plan. The project team has completed Phase I and has moved into Phase II. Currently, there is a pending Naming Rights agreement worth **over \$16 million**.

## CASE STUDY

# CITY OF MIAMI GARDENS, FL

**PROJECT SCOPE**

Naming Rights,  
Sponsorship Asset  
Inventory & Valuation

**SUMMARY OF SERVICES**

The City of Miami Gardens recently retained Superlative to serve as their Naming Rights and sponsorship consultant. The project team is in the process of creating a comprehensive asset inventory and valuation of the Parks and Recreation Department's assets and events, as well as developing a sponsorship and Naming Rights policy. The project team recently completed the site visit and has completed the Valuation phase of the project. The project team will now move into sales.

CASE STUDY

# RECREATION & PARK COMMISSION OF THE PARISH OF EAST BATON ROUGE



**PROJECT SCOPE**

Naming Rights,  
Sponsorship  
Asset Inventory &  
Valuation

**SUMMARY OF SERVICES**

The Superlative Group was recently hired by the Recreation & Park Commission of the Parish of East Baton Rouge (“BREC”) to assist in performing a comprehensive asset inventory and valuation of BREC. Its assets include The Baton Rouge Zoo, trails, programmatic sponsorships, category partnerships, athletic complexes, rec centers, fitness centers, performance venues and future developments. Specifically for the Baton Rouge Zoo, the project team valued the Naming Rights for the renovated entrances and new habitats, pouring rights, category partnerships and programmatic partnerships. The project team has completed the Phase I Valuation.

CASE STUDY

# PIERCE TRANSIT



**PROJECT SCOPE**

Naming Rights,  
Sponsorship  
Asset Inventory,  
Valuation & Sales

SUMMARY OF SERVICES

The Superlative Group was hired by Pierce Transit in to provide naming rights and sponsorship consultancy services to develop a corporate partnership program for their new Bus Rapid Transit (BRT) route. Superlative finalized a Naming Rights partnership with MultiCare Health System in under a year. The agreement will provide Pierce Transit with **over \$11 million in revenue** over the course of the term while helping the health system provide access to care in the region. The Superlative Group is now focused on Naming Rights to stations across the new BRT line.

## CASE STUDY

# GONZAGA UNIVERSITY

**PROJECT SCOPE**

Campus Wide Corporate  
Partnership Asset Inventory  
& Valuation

**SUMMARY OF SERVICES**

Superlative was hired by Gonzaga University, located in Spokane, Washington, to serve as the exclusive university-wide corporate partnerships representative. The project team has performed a Phase I Valuation of the University's corporate partnership opportunities across campus. Superlative has also conducted an audit of the University's current sponsorship marketing activities, assist with the development of a coordinated campus sponsorship marketing initiative, and evaluate the viability of a sponsorship marketing program and associated revenue streams for Gonzaga. Superlative provided a comprehensive strategy and business plan for implementing a successful, coordinated sponsorship marketing program at the University. The project team has completed Phase I and launched Phase II.

## QUALIFICATIONS

# REFERENCES

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## METHODOLOGY

# OUR APPROACH

The Naming Rights and sponsorship industry is continually changing because we are changing it. Our approach challenges the outmoded belief that sponsorships are sold primarily by intangibles. We use an impressions-based valuation methodology that employs real-world values that can be later justified in a sales pitch. We speak the language sponsors speak, plain and simple. Every day, our executives are challenged to create innovative partnerships that will deliver optimum value to each client—whether it's a property or a sponsor.



## WHY CHOOSE THE SUPERLATIVE GROUP?



**GLOBAL REACH & RESOURCES**



**PROJECTS COMPLETED ON TIME & ON BUDGET**



**INCREASED VISIBILITY & REVENUE FOR OUR CLIENTS**

METHODOLOGY

# STRATEGIC SALES CAMPAIGN DEVELOPMENT

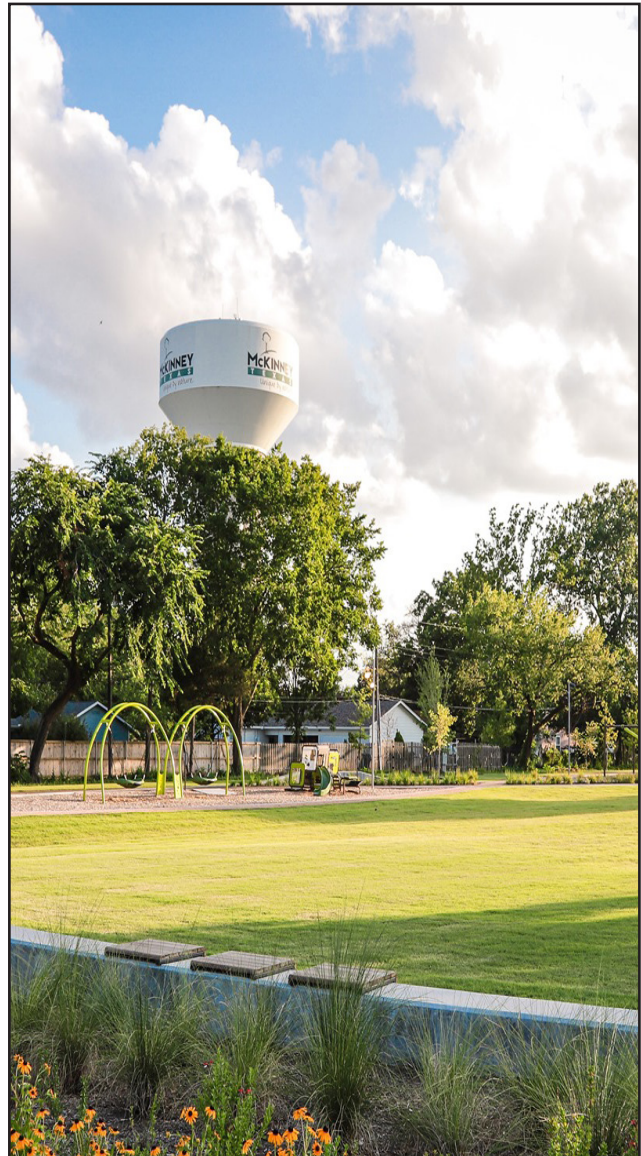
Superlative’s main priority is to generate maximum revenue for our clients. Superlative recommends beginning with the City of Spokane’s most valuable opportunities, which is the Naming Rights to the Spokane Pavilion, during the strategic sales campaign. Prioritizing assets in this manner ensures optimum revenue generation by taking the largest asks to market first. To ensure that coverage is comprehensive, Superlative uses a systematic approach to contact marketing partners



## METHODOLOGY

# PROSPECTING

- Collaborate closely with the City of Spokane's leadership and development teams on recommendations they may have;
- Exhaust Superlative's contact database of thousands of corporate contacts, which is continually updated;
- Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of the City;
- Promote sales campaign with a description of the City's initiatives through a myriad of resources;
- Create presentation material that will provide specific information for potential investments and/or partnerships with the City as part of the Naming Rights or sponsorship program, including:
  - Market/Demographic data;
  - Measured media value;
  - Value justification for unmeasured media;
  - Sponsorship benefits and options;
  - Options for renewal; and
  - Financial investment.



## NEGOTIATING & COMPLETING AGREEMENTS

Superlative will assist in any way that is comfortable for the City. Superlative's executives can be the upfront negotiator or advise the City's stakeholders, depending on your desire and needs. Our firm understands that any initiated sponsorship sales services must adhere to Parks and Recreation's Sponsorships, Donations, Naming Recognition of Parks and Recreation Areas or Facilities Policy.

## METHODOLOGY

# PRESENT AGREEMENTS

Superlative is well versed in the appropriate procedures for announcements to local and national media outlets. Superlative will work with the City to accurately present a negotiated Naming Rights and sponsorships to the appropriate executives and media. It is important that Naming Rights and sponsorships be communicated accurately, both financially and politically, while being cognizant of objections and concerns.

# CONTRACT FULFILLMENT

Superlative will work with the City to develop a system that accurately tracks the status of newly developed Naming Rights and corporate sponsorships. Our experience shows that contract fulfillment requires participation from development, legal and accounting functions to ensure high-quality partner relationships.



# MANAGE & AUDIT ONGOING RIGHTS

Superlative establishes post-contract review mechanisms to ensure that all benefits owed to the City are captured and that the organization is meeting its obligations under these contracts. Superlative is a strong advocate of audits, especially when payments are performance based.

## METHODOLOGY

# ACTIVATION & AUDIT

After delivery of a campaign agreement, the project team will assist the City in the activation and compliance of each aspect of that agreement. Specifically, Superlative will:

- Finalize agreement terms and conditions;
- Assist the City with the first year of activation of each Naming Rights and/or sponsorship;
- Assist in the development of payment schedules and compliance issues; and
- Provide other services as requested by the City.

# PROGRESS REPORTS

Superlative understands that effective communication with the client is a critical part of successful project delivery. As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meetings with target companies regarding any Naming Rights, corporate sponsorship or revenue-potential opportunity;
- On a monthly basis, to provide the City's an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call.

Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:

- Project timescales and sale priorities
- Status of progress of deliverables in Scope of Services
- Status of all activities, events and efforts
- Summary of meetings and presentations
- Summary of activity regarding market interest and feedback
- Summary of communications with potential partners
- Any deviations from project deliverables or schedule
- Plan of activities for next 30 days

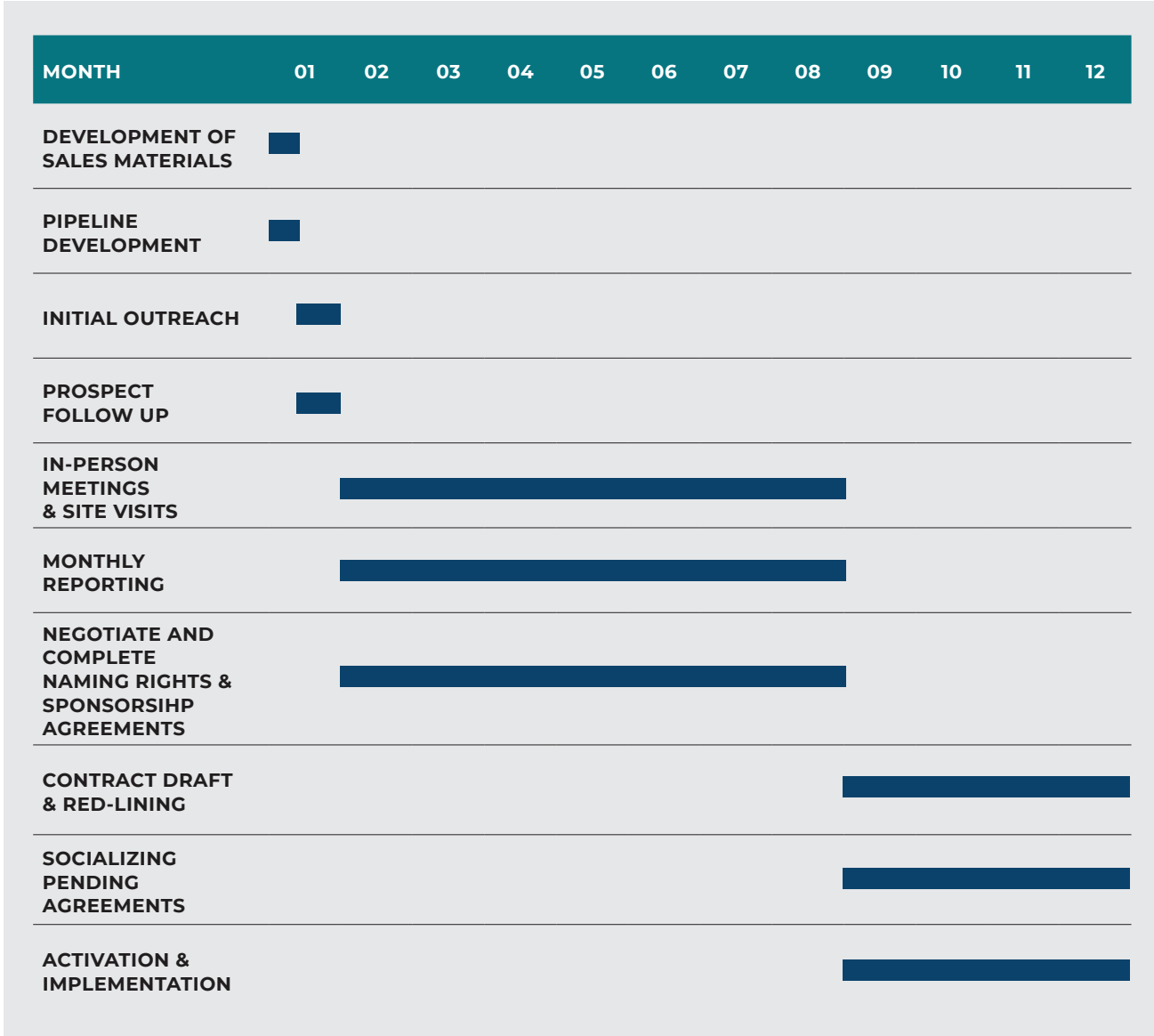
The Superlative Group will agree to the format with the City of Spokane's project team as part of our project initiation process.

METHODOLOGY

PROJECT TIMELINE

SALES CAMPAIGN

12 months, recommended minimum



## METHODOLOGY

# PHASE 2 SALES

### WEEKS 1 – 2

#### DEVELOPMENT OF SALES MATERIALS

Superlative's design team will begin developing presentations, one-sheets and other sales materials using information obtained through the park-provided valuation as well as our own research, including audience demographics, proposed sponsorship value and images obtained through site visits and the City.

#### PIPELINE DEVELOPMENT

Superlative's sales executives will work with the City's personnel to develop a database of sponsor contacts, to be reviewed and agreed upon by the City staff prior to Superlative making its first call.

### WEEKS 3 – 4

#### INITIAL OUTREACH

Superlative begins every new sales campaign with letters addressed to the C-Suite of prospect organizations. These letters are customized based on the prospect and contain hand-written notes. A general formatted letter is provided to the client ahead of time to allow for approval of the content of the outreach. The purpose of these letters is to introduce our firm as the exclusive sales agent representing the opportunity, provide an overview of the partnership goals and request an initial meeting.

#### PROSPECT FOLLOW UP

After initial outreach letters are delivered, Superlative will follow up via phone and email. Throughout this process, we work to secure initial calls and meetings with interested parties. Important to note, the initial outreach and follow up is always directed to the highest-ranking officials in an organization so that these transformative partnerships are properly vetted.

### MONTHS 2 – 8

#### IN-PERSON MEETINGS AND SITE VISITS

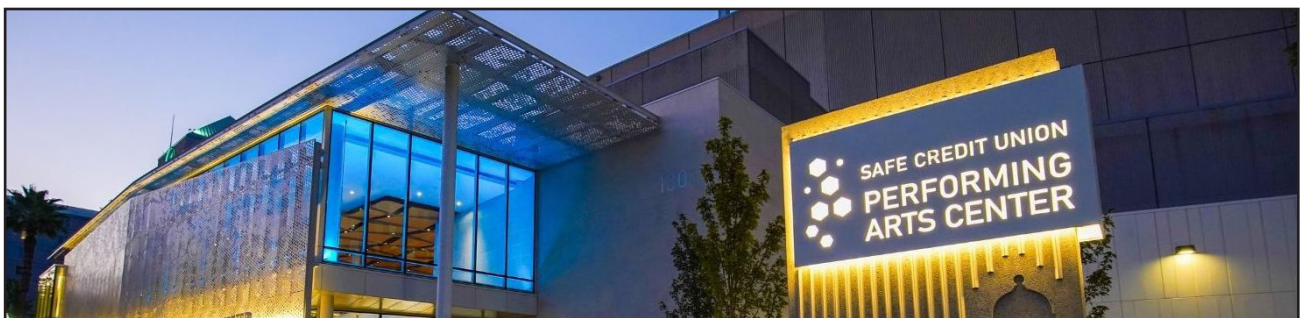
Superlative believes that the best and only way to ultimately build long-lasting, sustainable corporate partnerships is to develop relationships and trust with prospective partners. In order to accomplish this, our Sales Executives frequently travel to market to meet with entities in-person and, when beneficial, conduct site visits. Additionally, at the right point in the process, we invite our clients to take part in these meetings; again, always with the goal to develop relationships and build commonalities for future partnerships.

#### MONTHLY REPORTING

Superlative's sales executives will coordinate a regular conference call with the City leadership to provide regular updates on progress made to date. Additional calls may be requested on an ad hoc basis as sponsor interest and pitch meetings are secured. Superlative will provide an updated sales report the City's review prior to the call.

#### NEGOTIATE AND COMPLETE SPONSORSHIP AGREEMENTS

As noted above, Superlative's valuation process determines not only the fair market value of each opportunity, but also the range of contract value obtained by similar organizations from corporate sponsors. With the City's approval, Superlative will open negotiations at the ceiling of this range, or higher, and secure partnerships within the parameters of contract value provided, beginning with the City's most valuable assets first.



## METHODOLOGY

# PHASE 2 SALES

### *MONTHS 9 – 12*

#### **CONTRACT DRAFT AND RED-LINING**

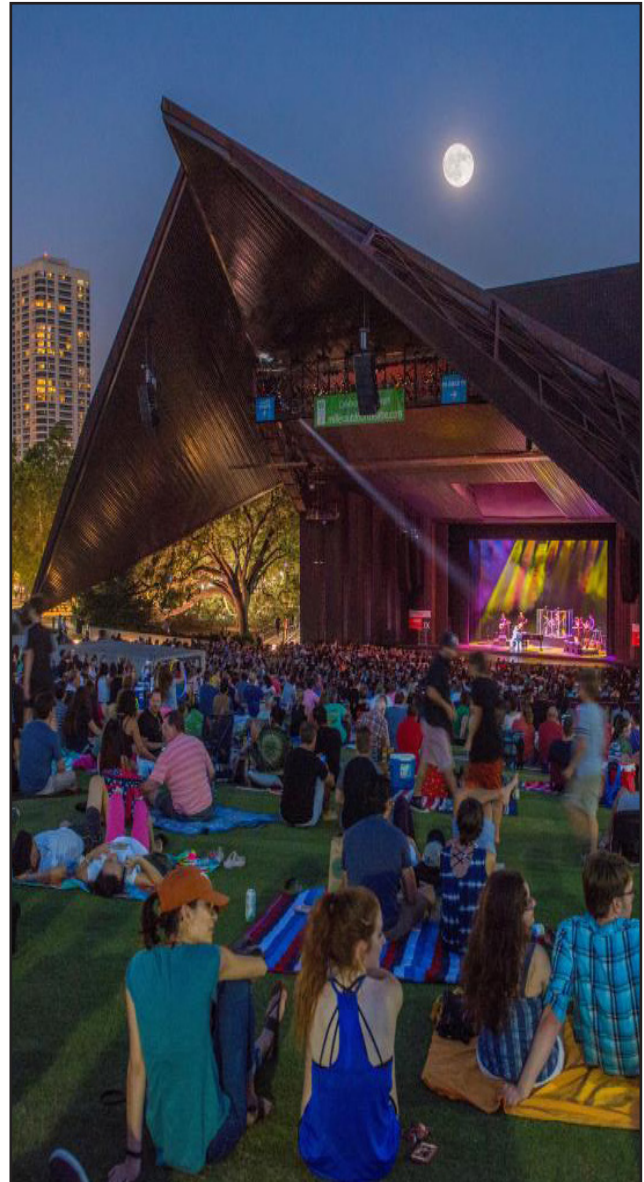
Superlative employs in-house counsel to assist in the drafting and editing of all sponsorship agreements. With a deep portfolio of benchmark agreements, we are able to draw on decades of experience in drafting sponsorship agreements that always seek to represent the best interest of our clients. As contract negotiations move forward, we are available to play an active or consultative role in the drafting or review of any pending agreement.

#### **SOCIALIZING PENDING AGREEMENTS**

Superlative understands the unique nature of implementing significant, long-term agreements and as a result takes a proactive role in socializing the major elements of the agreements with key stakeholders. Our Sales Executives will prepare briefing materials, conduct meetings, answer questions in order to fully explain the benefits of the partnership. We do this to ensure that pending agreements can be accepted and passed by governing boards, elected leaders or other leadership staff.

#### **ACTIVATION AND IMPLEMENTATION**

Upon execution of a contract, we remain invested in the activation process to ensure a seamless implementation of the partnership and that there is a smooth transition in managing the relationship. Ultimately, all of the sponsorship agreements we bring forth are relationships between our client and the new partner; we take an active role to ensure that relationship gets off to a successful start.





# PRICING PROPOSAL

## PHASE 2: SALES CAMPAIGN

### OPTION 1

- \$4,000/month retainer plus 20% commission on all sales
- All pre-approved travel reimbursed at cost

### OPTION 2

- \$7,500/month retainer plus 15% commission on all sales
- All pre-approved travel reimbursed at cost



## WE LOOK FORWARD TO **OUR PARTNERSHIP**

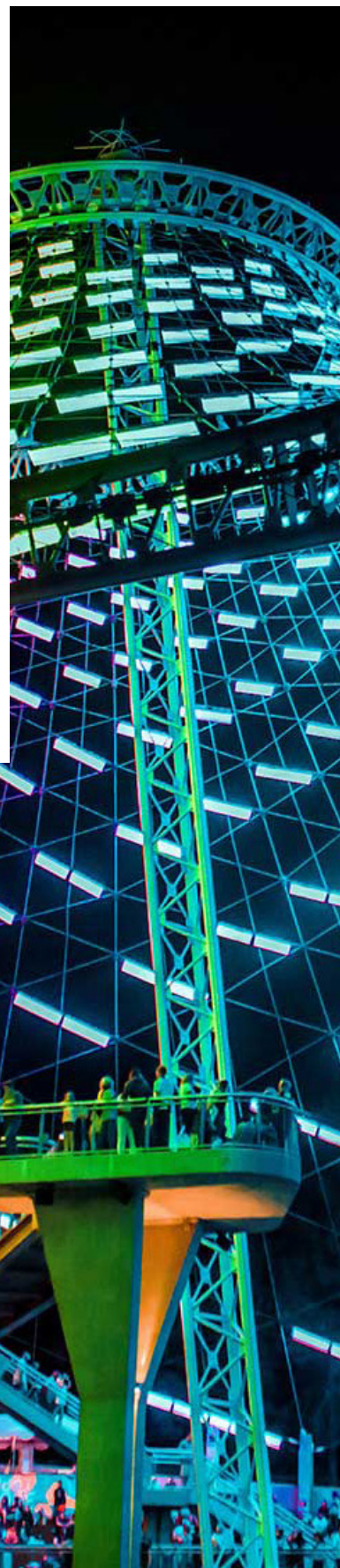
### **CONTACT INFO**

2843 Franklin Blvd.  
Cleveland, OH 44113  
United States

**E** : [canter@superlativegroup.com](mailto:canter@superlativegroup.com)

**W** : [www.superlativegroup.com](http://www.superlativegroup.com)

**O** : 216.592.9400



LEADING THE WAY

**Certificate Of Completion**

Envelope Id: 98C3B337EF3C4BEB8F4C38309D339765

Status: Completed

Subject: OPR 2024-0157 CONTRACT SUPERLATIVE GROUP INC

Source Envelope:

Document Pages: 61

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

**Record Tracking**

Status: Original

Holder: Daniel Rose

Location: DocuSign

2/19/2024 10:12:59 AM

drose@spokanecity.org

**Signer Events****Signature****Timestamp**

Bob Anderson

banderson@spokanecity.org

President Park Board

Security Level: Email, Account Authentication (None)

*Bob Anderson*Signature Adoption: Pre-selected Style  
Using IP Address: 174.165.140.123

Sent: 2/19/2024 10:20:38 AM

Viewed: 2/20/2024 11:58:57 AM

Signed: 2/20/2024 11:59:26 AM

**Electronic Record and Signature Disclosure:**

Accepted: 2/20/2024 11:58:57 AM

ID: 54230260-cb05-4a2c-b5f2-75a29579406e

Kyle Canter

canter@superlativegroup.com

COO

The Superlative Group, Inc.

Security Level: Email, Account Authentication (None)

*Kyle Canter*Signature Adoption: Pre-selected Style  
Using IP Address: 71.67.8.195

Sent: 2/20/2024 11:59:28 AM

Viewed: 2/20/2024 12:13:34 PM

Signed: 2/20/2024 1:54:54 PM

**Electronic Record and Signature Disclosure:**

Accepted: 2/20/2024 12:13:34 PM

ID: 05698528-c74a-4a0a-a126-4076a8412415

James Richman

jrichman@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication (None)

*James Richman*Signature Adoption: Pre-selected Style  
Using IP Address: 198.1.39.252

Sent: 2/20/2024 1:54:57 PM

Viewed: 2/20/2024 1:59:26 PM

Signed: 2/20/2024 2:01:20 PM

**Electronic Record and Signature Disclosure:**

Accepted: 2/20/2024 1:59:26 PM

ID: 13b49f1e-592c-4590-8f6a-ec600fafd2cd

Signer Events	Signature	Timestamp
Jason Conley jkconley@spokanecity.org Interim Parks Director Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 2/20/2024 2:01:23 PM Resent: 2/22/2024 10:40:45 AM Resent: 3/1/2024 12:47:01 PM Resent: 3/4/2024 8:12:47 AM Resent: 3/7/2024 8:34:32 AM Resent: 3/11/2024 10:09:26 AM Resent: 3/13/2024 4:56:22 PM Resent: 3/15/2024 11:56:07 AM Resent: 3/18/2024 9:29:27 AM Resent: 3/19/2024 11:19:20 AM Resent: 3/22/2024 8:06:30 AM Resent: 3/25/2024 8:58:32 AM Resent: 3/27/2024 8:11:30 AM Resent: 4/1/2024 8:13:58 AM Resent: 4/3/2024 9:22:18 AM Resent: 4/5/2024 8:24:00 AM Resent: 4/5/2024 4:25:19 PM Resent: 4/8/2024 8:20:45 AM Resent: 4/11/2024 8:13:22 AM Resent: 4/16/2024 9:24:58 AM Resent: 4/22/2024 8:09:29 AM Resent: 4/24/2024 4:29:58 PM Resent: 4/29/2024 8:27:31 AM Resent: 5/2/2024 8:56:55 AM Viewed: 5/2/2024 2:04:13 PM Signed: 5/2/2024 2:04:43 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 5/2/2024 2:04:13 PM  
ID: 2410a591-8d54-4459-8d81-bd918f66ae4e

Terri L. Pfister  
tpfister@spokanecity.org  
City Clerk  
City of Spokane  
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 198.1.39.252

Sent: 5/2/2024 2:04:46 PM  
Viewed: 5/2/2024 2:08:45 PM  
Signed: 5/2/2024 2:09:04 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/19/2024 10:20:38 AM
Certified Delivered	Security Checked	5/2/2024 2:08:45 PM
Signing Complete	Security Checked	5/2/2024 2:09:04 PM
Completed	Security Checked	5/2/2024 2:09:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact SHI International Corp OBO City of Spokane:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [klund@spokanecity.org](mailto:klund@spokanecity.org)

**To advise SHI International Corp OBO City of Spokane of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from SHI International Corp OBO City of Spokane**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SHI International Corp OBO City of Spokane**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



## Park Board Contract Summary

**Agenda Sheet for Park Board Meeting Date \***

03/13/2025

**Clerk File**

OPR 2025-0261

**BID****CR #****Primary Contact**

JON MOOG

**Primary Contact Email**

JMOOG@SPOKANECITY.ORG

**Submitted By**

SDEATRICH

**Renewal****Cross Ref****Department \***

- ☐ Admin ☐ Finance ☐ Operations ☐ Recreation/Golf  
☒ Riverfront Park

**Contract Committee \***

- ☐ Finance ☐ Golf ☐ Land ☐ Recreation ☒ Riverfront  
☐ DVC/DVCAC ☐ UFTC ☐ Other

**Contract Type \***

- ☒ New ☐ Renewal ☐ Amendment ☐ Extension  
☐ Purchase Without Contract ☐ Resolution ☐ Other

**Beginning Date \***

01/09/2025

**Expiration Date \***

12/31/2035

### Contractor/Consultant

**Name\Contractor\Firm \***

Gesa Credit Union

**Contact Name**

Don Miller

**Contact Email**

dmiller@gesa.com

**Address****Remittance Address****City, State, Zip****Remittance City, State, Zip**

Summary of Services

AGENDA ITEM NAME \*

GESA CREDIT UNION – PAVILION NAMING RIGHTS

AGENDA WORDING \*

Spokane Pavilion Naming Rights Agreement/Gesa Credit Union

BACKGROUND \*

City partnered with the Superlative Group (OPR# 2024-0157) in February 2024, a sponsorship sales agency, to secure a naming rights sponsor for the Spokane Pavilion. This collaboration has resulted in the proposed agreement with Gesa Credit Union, granting them naming rights to the Spokane Pavilion for an initial 10-year term with a potential extension for five additional years. In return for these rights, along with various marketing and promotional opportunities, Gesa Credit Union will provide City with \$2,636,692.25 over the initial term.

RECOMMENDATION \*

Approve naming rights agreement with Gesa Credit Union and rename the Spokane Pavilion to Gesa Credit Union Pavilion

Grant Related \*

NO

Lease \*

NO

New Vendor \*

YES

Public Works Related \*

NO

Fiscal Impact

Type	Amount	Budget Code	Notes
		1400-54341-76901-34797	

Total Expense	Total Revenue
\$0.00	\$2,636,692.25

Supporting Documents

Quotes / Solicitation (RFP, RFQ, RFB) \*

NO

Insurance Certificate attached to contract \*

YES

Spokane Business Registration attached to contract \*

YES

Notes for Clerk's Office

Entity= Garrett; Sponsor=Gesa

Electronic Approvals

Division Head Approval	Date	Approved by Spokane Park Board on: 3/13/2025
JONES, GARRETT	03/18/2025	
Legal Department Approval	Date	
SZAMBELAN, TIMOTHY	03/18/2025	
Purchasing Approval	Date	
Finance Approval	Date	
DYSON, MEGAN	03/18/2025	<u>Jennifer Ogden</u> President
Grants Approval	Date	
Lease Approval	Date	

Distribution List

Spokane Park Board	Tax & Licenes
jmogden@spokanecity.org	tax&licenses@spokanecity.org
Additional Distribution	Parks Accounting
dmiller@gesa.com; ballison@gesa.com	parksaccounting@spokanecity.org
Additional Distribution	Additional Distribution
jmoog@spokanecity.org	alindsey@spokanecity.org; gjones@spokanecity.org
Additional Distribution	Additional Distribution
sdeatrich@spokanecity.org	canter@superlativegroup.com

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		<b>Committee meeting date:</b> January 6, 2025
<b>Requester</b>	Jon 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)	Spokane Pavilion Naming Rights Agreement/Gesa Credit Union		
<b>Begin/end dates</b>	Begins: 01/09/2025	Ends: 12/31/2035	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> City partnered with the Superlative Group (OPR# 2024-0157) in February 2024, a sponsorship sales agency, to secure a naming rights sponsor for the Spokane Pavilion. This collaboration has resulted in the proposed agreement with Gesa Credit Union, granting them naming rights to the Spokane Pavilion for an initial 10-year term with a potential extension for five additional years. In return for these rights, along with various marketing and promotional opportunities, Gesa Credit Union will provide City with \$2,636,692.25 over the initial term.			
<b>Motion wording:</b> Approve naming rights agreement with Gesa Credit Union and rename the Spokane Pavilion to Gesa Credit Union Pavilion			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Sponsor- Gesa Credit Union Name: Don Miller    Email address: dmiller@gesa.com    Phone: 509-942-6121			
<b>Distribution:</b> Parks – Accounting    Amy Lindsey, alindsey@spokanecity.org Parks – Sarah Deatrich    Kyle Canter, canter@superlativegroup.com Requester: Jon Moog    Brandon Allison, ballison@gesa.com Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: 2,636,692.25    Budget code: 1400-54341-76901-34797			
<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 checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601-790-657    Business license expiration date: 5/31/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

## Facility Naming Sponsorships - Briefing Paper



### Purpose

- The Riverfront Park Master Plan recommends exploration of public and private sponsorships/donations to sustain the community's investment in the redevelopment of Riverfront.
- Naming rights funds go toward free educational, entertainment, and cultural programs (in 2024: 60+ community partners and 117 events), and care of 64 acres of open park space for 1M annual visitors
- This partnership includes an allocation of \$50,000 each year towards free and low-cost events that benefit the community and bring us together – from concerts and festivals to family events. There is also a focus on honoring our local healthcare workers, first responders, educators, and veterans.
- Amidst rising costs, Park Board views naming rights as one pathway to drive revenue, along with corporate programming partnerships and individual/family giving

### History of Facility Naming

11/2017: Contracted with Brett Sports to value and sell select facility naming opportunities

02/2018: Press Release seeking sponsors

02/2019: Contracted with Numerica Credit Union for naming of Skate Ribbon and SkyRide facility

07/2019: Park Board approved the U.S. Pavilion eligible for naming rights

2020-2021: Covid pause

09/2022 & 02/2023: Press Release seeking sponsors, no responsive bidders

02/2024: Park Board contracted with Superlative Group to seek Pavilion sponsor

03 – 07/2024: Expo 50<sup>th</sup> Celebration pause

09 – 12/2024: Sponsor secured through Superlative Group, negotiations completed

### Outreach

#### Press releases

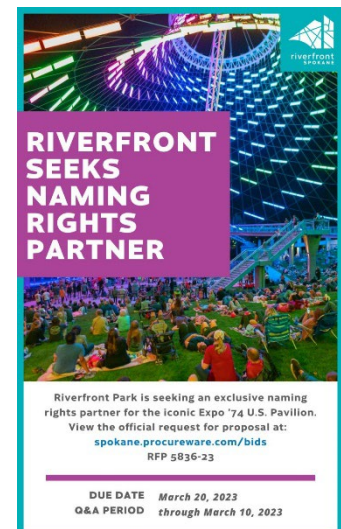
- 02/2018: [Riverfront Park Seeking Sponsors](#)
- 09/2022: [Riverfront Seeks Naming Rights Partner for U.S. Pavilion](#)
- 10/2022: Re-issued with deadline extension
- 02/2023: [Riverfront Seeks Naming Rights Partner for U.S. Pavilion](#)
- 03/2023: Re-issued with deadline extension

#### Media coverage

- 02/2018: [Spokesman](#), [KXLY](#), [KREM](#), [Inlander](#), [Journal of Business](#)
- 07/2019: [Spokesman](#)
- 09/2022: [Spokesman](#), [KHQ](#), [KXLY](#)
- 12/2022: [Spokesman](#)
- 01/2025: [KHQ](#), [KXLY](#), [KREM](#)

#### Social media, ads, referrals

- Multiple posts on [Linked In](#), [Facebook](#)
- Journal of Business ad 2022
- Gazette notifications 2022 & 2023
- 103 referrals to Superlative Group, 18 companies on RFP Interested Parties list



### Terms

- 10-year contract, with 5-year extension option
- \$190,000 in year 1 (after 17% commission), 3% annual escalation, plus \$50,000/year for community events (assumed in 2025 budget)
- Official name of facility: "Partner Name" Pavilion
- Permanent sign space determined by SMC, plus temporary signs, following park design standards
- Event tickets, rentals, booth space, social media recognition, and similar

## NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT (the “Agreement”), made and entered into this 13<sup>th</sup> of March, 2025 (the “Effective Date”) by and between the City of Spokane Parks and Recreation Department, a Washington municipal corporation with an office address of 808 West Spokane Falls Boulevard, Spokane, WA 99201 (“Entity”) and Gesa Credit Union, a Washington State Chartered Credit Union with an office address at 51 Gage Blvd., Richland, WA 99352 (“Sponsor”). Entity and Sponsor are sometimes together referred to herein as the “Parties” and individually as a “Party”.

### WITNESSETH:

WHEREAS the Entity owns and operates an outdoor multi-purpose performance venue (further described in Section 2) located at 574 West N. Howard Street, Spokane, Washington 99201 referred to as the Spokane Pavilion (the “Facility”); and

WHEREAS, Entity has the right to sell Naming Rights and other sponsorship and associated rights to the Facility; and

WHEREAS, Sponsor desires to purchase Naming Rights to the Facility and other sponsorship and associated rights with respect to the Facility, all as more fully set forth herein; and

WHEREAS, Entity desires to sell Naming Rights and other sponsorship and associated rights to the Facility to the Sponsor, in consideration for the covenants and agreements set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings.

“**Affiliate**” means a Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person. As used in this definition, the term “controls” or “controlled by” means the possession of the power to direct the management and policies of the Person, whether through ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the Preamble.

“**Base Term**” has the meaning set forth in Section 3.

“**Contract Year**” means each twelve (12) month period beginning on the Effective Date and each anniversary thereof.

**“Direct Competitor”** means any Person (other than Sponsor) that principally or exclusively (as opposed to incidentally) provides or offers products and/or services within the Exclusive Category.

**“Effective Date”** has the meaning set forth in the Preamble.

**“Entitlements”** means the entitlements set forth in **Exhibit B**.

**“Entity”** has the meaning set forth in the Preamble.

**“Entity Default”** has the meaning set forth in Section 25(c).

**“Entity Trademarks”** means Entity’s name or other logos or trademarks, as set forth in Section 16(a).

**“Exclusive Category”** means, with respect to the Facility, the financial services category, including, but not limited to, banks, credit unions, mortgage brokers, investment/trust service providers, and credit card providers.

**“Extended Term”** has the meaning set forth in Section 3.

**“Facility”** has the meaning set forth in the Recitals.

**“Facility Developments”** means any facility, or any portion thereof, that is planned, developed, and/or constructed at, or in association with, the Facility after the Effective Date.

**“Facility Logos”** has the meaning set forth in Section 10(a). The Facility Logo shall also include any future changes to the Facility Logo, in accordance with this Agreement.

**“Facility Social Media Accounts”** has the meaning set forth in Section 15(b).

**“Facility Trademarks”** has the meaning set forth in Section 14(a).

**“Facility Website”** has the meaning set forth in Section 15(a).

**“Force Majeure Event”** has the meaning set forth in Section 31.

**“Independent Marks”** has the meaning set forth in Section 14(c).

**“Insolvency Event”** means, with respect to Sponsor, the occurrence of any of the following: (a) Sponsor shall commence a voluntary case concerning itself under any Insolvency Law; (b) an involuntary case is commenced against Sponsor and the petition is not controverted within fifteen (15) days, or is not dismissed within sixty (60) days, after commencement of the case; (c) a custodian is appointed for, or takes charge of, all or substantially all of the property of Sponsor or commences any other proceedings under any Insolvency Law relating to Sponsor or there is commenced against Sponsor any such proceeding which remains undismissed for a period of sixty (60) days; (d) any order of relief or other order approving any such case or proceeding is entered; (e) Sponsor is adjudicated insolvent or bankrupt; (f) Sponsor suffers any appointment of any custodian, receiver or the like for it or any substantial part of its property to continue undischarged

or unstayed for a period of sixty (60) days; or (g) Sponsor makes a general assignment for the benefit of creditors.

**"Insolvency Law"** means any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Law of any jurisdiction, whether federal, state or foreign, and whether now existing or hereafter in effect.

**"Knowledge"** means with respect to Sponsor, that the executive officers and directors of Sponsor are aware or reasonably should have been aware of a particular fact or matter after conducting reasonable due diligence and inquiry.

**"Laws"** means any federal, state, local, or foreign constitution, treaty, law, statute, ordinance, resolution, rule, code, regulation, order, writ, decree, injunctions, judgment, stay, or restraining order, provisions and conditions of permits, licenses, registrations, and other operating authorizations, and any judgment, opinion, or ruling of, any governmental authority, in each case, whether currently in effect or which may hereinafter be enacted as existing or amended.

**"Name"** has the meaning set forth in Section 4(a). The Name shall also include any future name changes.

**"Naming Rights"** means the right, subject to prior written mutual agreement between the Parties, to name the Facility.

**"Old Facility Logo"** has the meaning set forth in Section 10(c).

**"Party"** has the meaning set forth in the Preamble.

**"Person"** means any natural person, corporation, partnership, limited partnership, limited liability company, estate, trust, joint venture, association, government (and any branch, agency or instrumentality thereof), governmental entity or other form of entity or business organization.

**"Primary Logo"** has the meaning set forth in Section 10(a).

**"Public Statements"** has the meaning set forth in Section 37.

**"Rights Fee"** has the meaning set forth in Section 8.

**"Riverfront Park"**, also known as "Riverfront Spokane," is a public urban park in downtown Spokane, Washington that is owned and operated by the Entity and is located at 507 N Howard Street, Spokane, Washington 99201

**"Secondary Logos"** has the meaning set forth in Section 10(a).

**"Signage"** has the meaning set forth in Section 11(a).

**"Sponsor"** has the meaning set forth in the Preamble.

**"Sponsor Default"** has the meaning set forth in Section 25(a).

**“Sponsor Trademarks”** means Sponsor’s name or other logos or trademarks, as set forth in Section 17(a).

**“Style Guide”** has the meaning set forth in Section 10(b).

**“Subordinate Rights”** has the meaning set forth in Section 4(c).

**“Term”** has the meaning set forth in Section 3.

**“Third Party Intellectual Property”** has the meaning set forth in Section 18(a).

**“Third Party Signs”** has the meaning set forth in Section 11(f).

**“Transfer”** has the meaning set forth in Section 28(a).

**“Uncontrolled Portions”** has the meaning set forth in Section 6(a).

2. Spokane Pavilion. Entity hereby represents that Entity owns and operates the Facility. Facility is a 5,100-person capacity outdoor multi-purpose performance venue located within Riverfront Park and located at 574 West N. Howard Street, Spokane, Washington 99201; a map of the Facility is included as **Exhibit A**. Nothing herein contained shall obligate Entity to operate the Facility or any of its facilities on any day or for any particular number of hours per day. Entity reserves the right to alter the operating schedule of days and hours of the Facility at any time and without notice to Sponsor. Should there be any cancellation of a scheduled public event Entity will notify Sponsor as soon as possible.

3. Term. The term of this Agreement shall commence on the Effective Date and continue for ten (10) Contract Years, unless extended or sooner terminated in accordance with the terms hereof (the “Base Term”). If this Agreement is extended pursuant to Section 3(a), the extension period shall be referred to as the “Extended Term”. The Base Term and any and all Extended Terms shall together or individually to be referred to herein as the “Term”.

- a. Extension Option. Notwithstanding the foregoing, the Parties shall have the right to extend the Term of this Agreement upon the terms and conditions set forth herein, as further set forth in Section 3(b).
- b. Extended Term. If at any time before the last day of Contract Year 8, Sponsor wishes to extend the Term, they must provide Entity with written notice (in accordance with Section 19) of their desire to extend the Term. If the Entity agrees to such extension, then the Entity will provide written notice to the Sponsor, and the Parties shall execute an amendment to this Agreement extending the term by an additional five (5) Contract Years, effective immediately after the expiration of Contract Year 10.

4. Grant of Rights.

a. Grant of Naming Rights. Entity hereby grants to Sponsor during the Term the exclusive Naming Rights to Facility pursuant to the terms and conditions of this Agreement. As

of the Effective Date, the official name of Facility shall be the “Gesa Credit Union Pavilion” (the “Name”), unless amended or changed in accordance with this Agreement. The Facility shall be referred to as the Name in all marketing and promotional materials (materials including print and electronic publications, print and electronic program guides, brochures, visitor guides, flyers, and the like, on websites, social media, press releases, electronic or static billboards, merchandise, uniforms, badges, letterhead, event credentials and tickets, and similar materials, and other related areas) and Signage. Both Parties agree that the Name should not be abbreviated, except as the Parties may agree as set forth in the Style Guide, and to use good faith efforts, contractually or otherwise, to require that third parties (including those third parties that enter into an agreement to rent or use Facility) include the Name in all advertising or other dissemination of information regarding Facility.

b. Name Change. In no event shall the Name be changed or altered by Sponsor without the prior written approval of Entity which approval shall not be unreasonably withheld.

c. Subordinate Rights. Notwithstanding the grant of Naming Rights, Entity shall have the unlimited right to offer, grant, sell or otherwise convey naming rights, presenting sponsor, official sponsor, sponsorship rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, to any subordinate portion of the Facility (the “Subordinate Rights”) to any third party; *provided however*, that Entity shall not grant any Subordinate Rights to a Direct Competitor within the Exclusive Category.

d. Limitation of Rights. The Parties hereby understand and agree that the Entitlements and branding rights set forth in this Agreement shall only apply to the Facility as it currently exists as of the Effective Date, which is set forth in **Exhibit A**; they shall not apply to any Facility Developments. Any and all branding opportunities to Facility Developments shall be negotiated and memorialized in a separate written agreement.

5. Exclusivity. From the Effective Date through the end of the Term, subject to Section 6 below, and as long as no Sponsor Default exists, Entity hereby agrees that it shall not grant to any Direct Competitor any right or license to market or promote any products or services within the Exclusive Category anywhere at the Facility.

6. Exceptions to Exclusivity. Notwithstanding anything to the contrary herein, any right of exclusivity granted to Sponsor in this Agreement shall be limited based on the following:

- a. Sponsor acknowledges and agrees that Entity cannot control the Facility, and components thereof, when promoters, tenants, and other third parties use the Facility or any of the facilities therein or when the Facility is open to the public (“Uncontrolled Portions”). Therefore, competing brand logos, products, signage, and other promotion or recognition, including those of Direct Competitors, may be promoted and otherwise visible, throughout the Term, in the Uncontrolled Portions and will not constitute a breach of this Agreement.
- b. Entity may, without breaching this Agreement, enter into rental, lease, or use agreements for use of the Facility or its facilities therein with entities who may

compete, have sponsors that compete, or host events or other functions that have sponsors that compete with Sponsor, including Direct Competitors.

7. Entitlements. Commencing on the Effective Date and throughout the Term of this Agreement, Entity shall provide to Sponsor and Sponsor shall be entitled to the Entitlements set forth in **Exhibit B**.

8. Compensation to Entity. In consideration of the rights, privileges, and benefits granted under this Agreement, Sponsor shall pay to Entity compensation during the Term as set forth in **Exhibit C** (“Rights Fee”). The Rights Fee shall be due and payable in one (1) installment per Contract Year. In the first Contract Year, the Rights Fee shall be due and payable within sixty (60) days of the Effective Date. In all subsequent Contract Years, the Rights Fee shall be due and payable upon the commencement of each Contract Year.

a. Community Engagement. In addition to the Rights Fee, Sponsor agrees to spend Fifty Thousand Dollars (\$50,000) per Contract Year for the purpose of promoting the partnership between the Parties through marketing and promotional activities at the Facility and community engagement opportunities. The marketing and promotional activities and community engagement opportunities shall be mutually agreed upon by the Parties.

9. Payments.

a. All payments shall be paid by way of check made payable to “City of Spokane” and mailed to Entity at its address set forth in Section 19, or such other address as is designated by Entity in writing and in advance. The commission payment to The Superlative Group, Inc. shall be paid by Entity in accordance with the terms of OPR 2024-0157.

b. Any payment required to be made by Sponsor that is not paid within ten (10) days from the date such payment becomes due and owing shall bear interest at an annual rate of twelve percent (12%) per annum or, if lower, the maximum allowed by law, from the due date to the date payment is actually made. The right of Entity to receive interest under this Section shall be in addition to all other rights it may have as a result of Sponsor’s failure to make payments when due.

10. Facility Logos.

a. Facility Logos. During the Term, Entity and Sponsor shall develop, at Sponsor’s sole cost and expense, a logo or other similar design or device incorporating “Gesa”, “Gesa Credit Union,” “Pavilion,” and such additional appropriate words or designs that relate to or identify Sponsor and Entity (the “Primary Logo”). Sponsor may develop, at Sponsor’s sole cost and expense, derivative graphic designs and devices related to the Primary Logo to be used periodically for ancillary marketing and promotional purposes pursuant to this Agreement, subject to the prior written approval of Entity (the “Secondary Logos”; collectively with the Primary Logo, the “Facility Logos”). In all events, the Facility Logos shall be included in all marketing and promotional materials produced by Sponsor related to the Facility. In all events, the Facility Logos shall be mutually agreed upon by Entity and Sponsor. In no event shall any of the Facility Logos be changed or altered by Sponsor without the prior written approval of Entity.

b. Use of the Facility Logos & Name. As soon as reasonably practical after the Effective Date, Entity and Sponsor shall develop a style guide that sets forth approved uses of the Facility Trademarks and the Independent Marks (“Style Guide”). Any use of the Facility Trademarks and Independent Marks by either Party shall comply with the Style Guide in all material respects. Any use of the Facility Name, Facility Logo, or Independent Marks by either Party that departs in any material respect from the agreed upon Style Guide shall, in each case, be submitted to the other Party for its prior written approval, in accordance with the approval rights set forth in Sections 16 and 17, respectively.

c. Use of Old Facility Logo & Name. Entity shall have the right to deplete any inventory (e.g., brochures, flyers, letterhead, etc.) of produced materials using the Facility name and logo that was used prior to this Agreement (“Old Facility Logo”), not to exceed forty-five (45) days past the Effective Date. Prior to forty-five (45) days past the Effective Date, Entity shall provide Sponsor with the opportunity to purchase Old Facility Logo inventory, without markup, for destruction. Entity shall order any and all new inventory after the Effective Date with the Name and Facility Logo (as appropriate, depending on the nature of the item).

## 11. Signage.

a. Facility Signage. In connection with the Entitlements granted to Sponsor hereunder, Sponsor shall be entitled to have certain signage or other forms of exposure of the Name and Facility Logos placed conspicuously in, on and around the Facility and as otherwise specified in **Exhibit B** (the “Signage”). The content, appearance, location, material, quantity and size of all Signage shall be mutually agreed upon by Sponsor and Entity. The appearance, location, and size of any and all Signage shall be consistent with local regulations and applicable Laws, including building codes.

b. Production and Installation. Sponsor shall be responsible for paying all costs and expenses associated with the design, permitting, preparation, production, fabrication, delivery, mounting and installation of all Signage, which amounts shall be in addition to, and not a part of, the Rights Fee (as defined in Section 8). Sponsor shall hire one or more contractors reasonably acceptable to Entity to mount and install the Signage, the costs of which shall be the responsibility of Sponsor. In the event that any currently existing signage is in need of removal and replacement in order to install the Signage, Sponsor shall be solely responsible for the costs and expenses of such removal and replacement. Any and all currently existing signage that is removed pursuant to this Section shall be the sole and exclusive property of Entity and shall be returned to it at the sole cost and expense of Sponsor.

c. Maintenance. Following the design, permitting, preparation, production, fabrication, delivery, mounting and installation of the Signage, Entity shall be responsible for paying the costs and expenses associated with the routine maintenance of all Signage.

d. Removal and Replacement of Signage. As stated in Section 11(b), Sponsor shall be responsible for all costs and expenses associated with the removal, destruction, discarding, or replacement of any signage existing as of the Effective Date. Additionally, in the event that the Signage is in need of removal, destruction, discarding, and replacement due to the substitution, modification or change of the Name or Facility Logos during the Term, Sponsor shall be

responsible for all costs and expenses associated with such removal, destruction, discarding, or replacement. In the event that the Signage is in need of removal, destruction, discarding, and replacement during the Term for any reason beyond the substitution, modification, or change of the Name or Facility Logos, as determined in the sole discretion of Entity, Entity shall be responsible for all costs and expenses associated with such removal, destruction, discarding, or replacement. Upon termination or expiration of this Agreement, Sponsor shall be responsible for costs and expenses associated with (i) the removal, destruction, discarding, or replacement of all Signage; and (ii) the reinstallation of the signage that existed prior to the execution of this Agreement. Any and all Signage that is removed pursuant to this Section shall be the sole and exclusive property of Entity and shall be returned to it at the sole cost and expense of Sponsor.

e. Third Party Signs. Sponsor and Entity shall use reasonable commercial efforts to cause any existing and future third party roadway, wayfinding or other signs referencing Facility to identify Facility by the Name and Facility Logos; *provided however*, that, for the avoidance of any doubt, the Parties shall not be deemed in breach of this Agreement in the event any such third party fails to identify such signage.

f. Third Party Signs as of the Effective Date. Notwithstanding anything herein to the contrary, Entity and Sponsor understand and acknowledge that, prior to the Effective Date, references to Facility as the “Spokane Pavilion” or “U.S. Pavilion” have been physically incorporated in various third party signs, sidewalks, kiosks, and/or building structures that cannot be modified or changed except at considerable cost and expense (the “Third Party Signs”), and the Parties agree that the failure to modify such signs will not constitute a breach of this Agreement. To the extent Sponsor desires that any Third Party Signs in existence as of the Effective Date be replaced or modified to include the Name and/or the Facility Logo, and the cost to replace and/or modify any such Third Party Sign is not borne by the controlling body that owns or controls such Third Party Sign, then the cost and expense of designing, purchasing, constructing, and installing any replacement or modified Third Party Signs shall be paid for by Sponsor.

12. Subsequent Name Change. If Sponsor or its successor or assignee changes or causes the change of the Name or Facility Logos in accordance with the terms of this Agreement, including receiving Entity’s prior written approval in accordance with this Agreement, Sponsor shall pay, or cause its successor or assignee to pay, all costs and expenses associated therewith, including, without limitation, the cost and expense of: (a) removing, destroying and/or discarding Signage reflecting the prior Name and/or Facility Logos, (b) preparing, producing, replacing, mounting and installing new or altered Signage to reflect the changed Name and/or Facility Logos, (c) removing, destroying or discarding merchandise, equipment and other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Facility with the new Name) related to the Facility branding, promotion and publicity displaying the prior Name and/or Facility Logos, and (d) preparing, producing, replacing and distributing merchandise, equipment or other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Facility with the new Name) related to the Facility branding, promotion and publicity reflecting the changed Name and/or Facility Logos; and (e) attorneys’ fees, other professionals’ fees, and the cost of obtaining any required consents and approvals

associated with such change as well as all other out of pocket costs and expenses relating to Signage, promotions, branding, advertising and marketing.

13. Third Party Marketing and Promotional Materials. Entity and Sponsor agree that each shall use commercially reasonable efforts during the Term to cause the media, advertisers, promoters, sponsors, service providers, parties holding events at the Facility, and other third parties to identify Facility by the Name and to incorporate the Name and Facility Logos into all advertising and promotional materials that identify the Facility published or distributed by such party; *provided however*, that any failure of such parties to refer to Facility by the Name and incorporate the Facility Logos shall not be considered a breach of this Agreement.

14. Trademarks.

a. Ownership of Facility Trademarks. Entity and Sponsor agree that Sponsor shall own all right, title and interest in the Name, Facility Logos, and/or any stylized form or combination thereof, as may be modified throughout the Term, including the trademarks and copyrights associated therewith (“Facility Trademarks”). Sponsor shall license or acquire from the creator(s) of the Facility Logos “artist’s design” sufficient rights, including rights in any copyright, to permit unrestricted use of the trademarks associated with the Facility Trademarks. For the avoidance of doubt, each Party shall retain all right, title, and interest in its respective Independent Marks that are incorporated into the Name and Facility Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, the Old Facility Logo, the name “Spokane Pavilion,” and the Entity Trademarks; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

b. License to Use Facility Trademarks. During the Term, Sponsor hereby grants to Entity an unlimited, nonexclusive, irrevocable, royalty-free license (with right to sublicense to the extent permitted by this Agreement) to use the Facility Trademarks, as hereafter changed, amended, or created hereunder so long as such use is in accordance with the Style Guide and the approvals set forth in this Agreement.

c. Independent Trademarks. Except as to the Facility Trademarks or as expressly provided in this Agreement, Entity and Sponsor shall retain all ownership, right and title in their respective trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like (“Independent Marks”), and neither Party shall use any Independent Mark that is owned by, or licensed or sublicensed to, the other Party without the other Party’s prior written consent, subject to the Style Guide and the approval process set forth in Section 16 and 17 of this Agreement. Each Party agrees that any use of the other Party’s Independent Marks under this Agreement will inure to the benefit of and be on behalf of the owning Party and will terminate upon the expiration or prior termination of this Agreement. Except as expressly provided herein, the Parties will not have any rights or interests in the other Party’s Independent Marks.

d. Unauthorized Use of Independent Trademarks. Notwithstanding anything herein to the contrary, the use of the Independent Marks shall be subject at all times to the reasonable approval of the owning Party. If Entity or Sponsor becomes aware of any unauthorized use of the Independent Marks, then such Party shall promptly notify the other Party of such unauthorized use of the Independent Marks of which the notifying Party has actual knowledge. Both Entity and

Sponsor shall use commercially reasonable efforts to prevent and/or correct any unauthorized use of the Independent Marks.

15. Facility Websites and Social Media.

a. Facility Website. Entity shall (and shall cause any third party, if applicable) change the URL and content on the website for the Facility (the “Facility Website”), as applicable, to reflect Sponsor and the Name and/or Facility Logo. Entity shall manage, during the Term, URL, the day-to-day operation of the Facility Website (subject to mutual agreement on reasonable style guidelines) and ensure maintenance of website uptime.

b. Facility Social Media Accounts. Entity shall (and shall cause any third party, if applicable) change the social media accounts for Facility (including, but not limited to, accounts with Facebook, Instagram, Twitter AKA “X”, LinkedIn, Snapchat, and TikTok) to reflect Sponsor and the Name (the “Facility Social Media Accounts”). Entity shall manage, during the Term, the day-to-day operation of the Facility Social Media Accounts. The Agreement shall include all social media accounts created over the course of the Term.

16. Entity Approval Rights.

a. Sponsor acknowledges and agrees that Entity has an interest in maintaining and protecting the image and reputation of the Facility and Entity, and that in order to accomplish this purpose, Sponsor must in all cases assure itself that the (i) Name, (ii) the Facility Logo, and (iii) the Entity’s name or other logos or trademarks (“Entity Trademarks”) are at all times used in a manner consistent with the Style Guide. Sponsor agrees that Entity shall have the right to examine and to approve or disapprove in advance of use the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed to be used by Sponsor that incorporate the Name or Facility Logo, Entity Trademarks, or that make reference in any way to Entity and that depart in any material respect from the Style Guide. Sponsor shall not produce, publish or in any manner use or distribute any such advertising, promotional or other materials that have not been submitted to and approved in writing in advance by Entity.

b. Sponsor shall submit to Entity, via email or at the address set forth in Section 19, for Entity’s examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Facility Logo, Entity Trademarks, or that refer to Entity together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Entity shall promptly examine and either approve or disapprove such submissions and shall promptly notify Sponsor in writing of its approval or disapproval. Entity shall not unreasonably disapprove any such submission and, if disapproved, Entity shall advise Sponsor of the specific reasons for disapproval in each case. Entity’s approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement.

17. Sponsor Approval Rights.

a. Entity acknowledges and agrees that Sponsor has an interest in maintaining and protecting the image and reputation of the Facility and Sponsor, and that in order to accomplish this purpose, Entity must in all cases assure itself that the (i) Name, (ii) the Facility Logo, and (iii)

Sponsor name, logo and trademarks (“Sponsor Trademarks”) are all times used in a manner consistent with the Style Guide. Entity agrees that Sponsor shall have the right to examine and to approve or disapprove in writing and in advance of use of the contents, appearance and presentation of any and all materials proposed to be used by Entity that use or incorporate the Name or Facility Logo, Sponsor Trademarks, or that make reference in any way to Sponsor and that depart in any material respect from the Style Guide. Entity therefore agrees that it will not produce, publish or in any manner use or distribute any such materials that have not approved in writing in advance by Sponsor.

b. Entity shall submit to Sponsor, at the address set forth in Section 19, for Sponsor’s examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Name or Facility Logo, Sponsor Trademarks, or that refer to Sponsor, together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Sponsor shall promptly examine and either approve or disapprove such submissions, and Sponsor shall promptly notify Entity in writing of its approval or disapproval. Sponsor shall not unreasonably disapprove any such submission and, if disapproved, Sponsor shall advise Entity of the specific reasons for disapproval in each case. Sponsor’s approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement.

#### 18. Third Party Intellectual Property Rights.

a. Sponsor acknowledges and agrees that no rights have been granted to Sponsor to use the names, logos, copyrights, designs, trademarks, or other identifications (other than the Name or Facility Logo) used at the Facility by any third party that may be granted Subordinate Rights or that may schedule or conduct any event at the Facility (“Third Party Intellectual Property”). Sponsor shall not use any such Third Party Intellectual Property unless and until Sponsor shall have obtained, at its sole expense, from the owner of such proprietary rights whatever approval, license, waiver or release may be required to permit Sponsor to use such Third Party Intellectual Property.

b. Indemnification. Sponsor shall protect, indemnify, defend and save harmless Entity, its authorized agents, officers, board members, and representatives from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys’ fees, arising out of, or in any way connected with, any claim or action relating to the contents of any materials produced or distributed by Sponsor in accordance with this Agreement, or alleging infringement by Sponsor of the Third Party Intellectual Property.

19. Submissions and Notices. Any notices required or permitted hereunder shall be considered as duly made if delivered by nationally recognized delivery service, personal delivery in writing or by certified mail, postage-prepaid, return receipt requested to the Party for which it is intended. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the Parties at the following address:

To Entity

Garrett Jones  
Director of Parks & Recreation  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

With a Copy to: Jonathan Moog, Riverfront Park Director

To Sponsor

Gesa Credit Union  
  
51 Gage Blvd.  
  
Richland, WA 99352  
  
Attn: Legal

With a Copy to:

Gesa Credit Union  
  
51 Gage Blvd.  
  
Richland, WA 99352  
  
Attn: Community Relations

20. Insurance. During the Term of this Agreement, Sponsor shall maintain in force at its own expense, the following insurance coverages:

- a. Workers Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City of Spokane, its officers and employees are additional insureds, but only with respect to Sponsor's services to be provided under this Agreement;
- c. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this Agreement;

- d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles.
- e. The insurance requirements outlined in this section shall be limited to the scope and entitlements of the provisions contained in this Agreement.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Sponsor or its insurer(s) to the City of Spokane. As evidence of the insurance coverage(s) required by this Agreement, the Sponsor shall furnish acceptable Certificates of Insurance (COI) to the City of Spokane at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Sponsor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Sponsor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

21. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates (and their respective agents, servants, employees, officers, directors and other officials) from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of any claim, suit, arbitration, governmental inquiry or other proceeding initiated by a third party against an indemnified party by reason of or relating to the indemnifying party's use of the other party's intellectual property other than as permitted hereunder or the negligence or willful misconduct of the indemnifying party or its Affiliates, or the officers, directors, partners, agents or employees of each, in connection with its or their performance relating to this Agreement.

22. Limitation of Liability. Other than as set forth in Sections 18(b), 21, and 38, under no circumstances shall Entity or Sponsor be liable to the other Party or any other Person for special, incidental, consequential or indirect damages, loss of good will or business profits, or exemplary or punitive damages.

23. Reservation of Rights. All rights not herein specifically granted to Sponsor by Entity shall be and remain the property of Entity to be used in any manner as it may deem appropriate.

24. Representations and Warranties.

a. Representations and Warranties of Sponsor. Sponsor represents and warrants to Entity that: it is a corporation in good standing under the laws of the state of Washington and is duly authorized to transact business in the state of Washington; it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; all necessary corporate approvals for the execution, delivery, and performance by Sponsor of this Agreement have been obtained, and no consent or approval of any other Person is required for execution of and performance by Sponsor of this Agreement; this Agreement has been duly executed and delivered by Sponsor and constitutes a legal, valid and binding obligation of Sponsor enforceable in accordance with its terms; the execution, delivery and performance of this Agreement by Sponsor will not conflict with its articles of incorporation, by-laws or other charter and governing

documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Sponsor is a party or by which Sponsor is bound; it owns sufficient right, title and interest in and to the Sponsor Trademarks and to grant to Entity the right and license to use the Sponsor Trademarks as contemplated by this Agreement; and there is no litigation pending or, to the Knowledge of Sponsor threatened against Sponsor which would prevent or hinder the consummation of the transactions contemplated by this Agreement or its obligations hereunder.

b. Representations and Warranties of Entity. Entity represents and warrants to Sponsor that: it has the full power and legal authority to enter into and perform this Agreement in accordance with its terms; the execution and delivery of this Agreement on behalf of Entity has been duly authorized; all necessary approvals for the execution, delivery, and performance by Entity of this Agreement have been obtained; this Agreement has been duly executed and delivered by Entity and constitutes a legal and binding obligation of Entity enforceable in accordance with its terms; all votes, approvals and proceedings required to be taken by or on behalf of Entity to authorize Entity to execute and deliver this Agreement and to perform its covenants, obligations and agreements hereunder have been duly taken; it owns sufficient right, title and interest in and to the Entity Trademarks and to grant to the Sponsor the right and license to use the Entity Trademarks as contemplated by this Agreement; and Entity is authorized to enter into this Agreement and to grant to Sponsor all of the rights, benefits, privileges and Entitlements contemplated to be granted to Sponsor hereunder.

## 25. Termination and Effect.

a. Default Event by Sponsor. The occurrence of any one or more of the following events or actions will constitute a default of this Agreement by the Sponsor (“Sponsor Default”):

- i. Failure to Make Payment. Sponsor fails to pay the Rights Fee, or any other amount required under this Agreement when due, if such failure continues for a period of ten (10) days after Entity gives Sponsor written notice of such failure;
- ii. Other Material Breach. Sponsor breaches any other material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Sponsor within sixty (60) days following receipt of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Sponsor fails to (i) submit a cure plan reasonably acceptable to Entity and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach;
- iii. Corporate Cessation. Cessation of Sponsor to conduct business, or if Sponsor is subject to any attachment, execution or other judicial seizure or sale of any substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof;

- iv. Insolvency. an Insolvency Event occurs with respect to Sponsor;
- v. Wrongful Assignment. Sponsor's assignment of this Agreement in violation of Section 28;
- vi. Morals. Should a member of Sponsor's Chief Executive Team (President/CEO, CRO, COO, CFO, CIO, CRO/Chief Counsel) (i) commit an offense, or become involved in any business or industry, involving moral turpitude under any Laws; (ii) do or commit any act or thing, or become involved in any business or industry, that, in the reasonable and good faith opinion of the Entity, is immoral, deceptive, scandalous or obscene or will tend to degrade, disparage, or impair the name, reputation, image, goodwill, proprietary rights, or integrity of Sponsor (or by reference or implication, Entity or Facility); (iii) do, or refrain from doing anything that would prejudice or negatively affect the reputations of Entity or Entity's Facility; or (iv) become involved in any business or industry that prohibits Entity from having a sponsorship relationship under any applicable Laws.

b. Termination Rights and Remedies of Entity. In the event of a Sponsor Default, Entity shall have the right to exercise any one or more of the following remedies:

- i. immediately terminate this Agreement upon written notice to the Sponsor
- ii. to retain any and all amounts, including, but not limited to, the Rights Fee, that have already been paid as of the date of termination;
- iii. Because the nature of entering into and granting the rights and benefits under this Agreement involves a complex and time-consuming legal and corporate process and, in the event of a Sponsor Default resulting in the early termination of this Agreement, the Entity will incur considerable cost and expense in effectuating a change of the Name and Facility Logo and soliciting and entering into a subsequent naming rights agreement with a third party; Entity shall have the right to receive from Sponsor liquidated damages equal to the amount of the Rights Fee for the three (3) subsequent Contract Years. If less than three years remaining, then liquidated damages shall be equal to the remaining contract years following the date of termination; and
- iv. Remove and destroy all Signage or materials displaying or containing Sponsor Marks at the sole cost and expense of Sponsor, as set forth in Section 11(d).

c. Default Event by Entity. The occurrence of any one more of the following events or actions will constitute a default of this Agreement by Entity ("Entity Default"):

- i. Material Breach. Entity breaches any material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Entity within sixty (60) days following receipt

of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Entity fails to (i) submit a cure plan reasonably acceptable to Sponsor and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach.

- ii. Reverse-Morals Clause. The terms of the Morals Clause set forth in Section 25(a)(vi) of this Naming Rights Agreement also apply to Entity's Executive Leadership to include the Mayor, Chief of Staff, CFO and City Administrator.

d. Termination Rights and Remedies of Sponsor. In the event of an Entity Default, Sponsor shall have the right to exercise any one or more of the following remedies:

- i. Immediately terminate this Agreement upon written notice to the Entity;
- ii. To enforce any other rights provided for herein with respect to such Entity Default;
- iii. Seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Entity Default; and
- iv. Exercise any other right or remedy at law or inequity with respect to such Entity Default

e. Failure to Terminate. Failure to terminate this Agreement pursuant to this Section 25 shall not constitute a waiver of any remedies the non-Defaulting Party would have been entitled to demand in the absence of this Section, whether by way of damages, termination or otherwise.

f. Announcement upon Termination. In the event of any termination of this Agreement, Entity shall have the right to announce in press releases and otherwise that this Agreement is terminated and the reasons for the termination subject to Sponsor's right to examine and to approve or disapprove in writing and in advance, which approval shall not be unreasonably withheld, delayed or conditioned.

26. Waiver. The failure of either Party at any time to demand strict performance by the other Party of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other Party of such terms, covenants and conditions.

## 27. Rights after Expiration or Termination.

a. Upon the expiration or termination of this Agreement, unless stated otherwise in this Agreement, the rights and obligations of the Parties under this Agreement shall cease immediately, including but not limited to, all of the rights of Sponsor to the use of the Name, Entity Trademarks, and Facility Trademarks. Sponsor shall not thereafter make any use whatsoever of the Name, Facility Trademarks, or Entity Trademarks or make any other reference in advertising

to the Facility or Entity. Notwithstanding the foregoing, however, the Parties may continue to distribute any existing printed materials if such materials were produced and printed only in reasonable anticipation of the requirements of the respective Parties for the Term, however the materials shall not be distributed for longer than thirty (30) days after the expiration or termination of the Term.

b. For the avoidance of doubt, each Party shall retain all right, title, and interest in, and shall have the right to continued use after termination or expiration of this Agreement to, its respective Independent Marks, including, but not limited to, those that are incorporated into the Name and Facility Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, the Old Facility Logo and Entity Trademark; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

## 28. Assignment.

a. This Agreement and all rights and Entitlements granted under this Agreement by Entity are personal to Sponsor and shall not be sold, assigned, sublicensed, pledged, encumbered or otherwise transferred (each, a “Transfer”), directly or indirectly, to any Person (including, without limitation, to any Affiliate of Sponsor) without the prior written consent of Entity. In the event Entity provides prior written consent of a Sponsor Transfer, then, as a condition of Transfer, the transferee shall assume in writing for the benefit of Entity all obligations in respect of the rights assigned or transferred to such acquirer or successor under this Agreement pursuant to an instrument reasonably satisfactory to Entity. Sponsor shall not Transfer this Agreement to an Affiliate of Sponsor, unless, in addition to Entity’s prior written consent, Sponsor shall remain responsible for all obligations of Sponsor under this Agreement, and such Transfer shall not relieve Sponsor of any of its obligations under this Agreement. Any attempted Transfer of this Agreement or any of the rights or Entitlements granted under this Agreement, or of a controlling interest in Sponsor, is in violation of this Section, shall be void, and shall entitle Entity to terminate this Agreement upon written notice of termination.

b. Entity shall have the right to Transfer this Agreement without the consent of Sponsor. In any such event, however, Entity shall provide Sponsor with written notice no later than thirty (30) days before any such Transfer.

c. Any change to the Name as the result of this Section, shall be governed by Sections 4 and 12.

29. Parties Bound and Benefited. This Agreement shall bind and benefit the Parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.

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

31. Force Majeure. If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, (a) war (including civil war or revolution), invasion, armed conflict, violent act of a foreign enemy, military or armed blockade, or military or armed takeover; (b) riot, insurrection, civil commotion, civil disturbance, or act of terror or sabotage; (c) nuclear explosion or meltdown, or radioactive, chemical or biological contamination; (d) fire, explosion or other serious casualty; (e) severe weather or other natural disasters (including, but not limited to, hurricane force winds, tornadoes, floods, earthquakes, tsunami, named windstorms, or snow or ice storms); (f) events resulting in the declaration of a state of emergency; (g) governmental restrictions; (h) pandemics, epidemics, public health crisis or emergency; (i) strike, lock-out, or labor dispute; (j) acts of God; or (k) other cause beyond the parties' reasonable control ("Force Majeure Event"), then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party shall be excused from performance of such obligation for a period of time equal to the period during which the Force Majeure Event delays, prevents, prohibits, or materially impairs such performance so long as such Party gives the other Party prompt written notice of the cause of the delay. In such event, the Parties will make reasonable efforts to determine sufficient "make good" rights which shall constitute a substitute for the obligations that the restricted Party was delayed, prevented, prohibited, or materially impaired from providing to the other Party as the result of a Force Majeure Event.

32. Significance of Headings. Section headings and numbering contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though such Section headings had been omitted.

33. Contract Interpretation and Construction. Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both Parties, and no presumption or burden of proof shall arise favoring or disfavoring one Party by virtue of the authorship of any of the provisions of this Agreement.

34. No Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or landlord/tenant relationship between Entity or Sponsor. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. This Agreement does not and will not be construed to entitle either Party or any of their respective employees to any benefit, privilege, or other amenities of employment by the other.

35. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, without giving effect to the principles of conflict of laws. Any dispute regarding this Agreement shall only be brought in a state or federal court of competent jurisdiction in the state of Washington. Each Party hereby irrevocably submits to the exclusive jurisdiction of any such court for purposes of any action arising out of this

Agreement. Sponsor agrees not to challenge this Section, and not to attempt to remove any legal action outside of Washington for any reason.

36. Alternative Dispute Resolution. Any dispute or misunderstanding that may arise under this Agreement, concerning either Party's performance and/or compliance with the express and/or implied terms of this Agreement, shall first be through negotiations. If the Parties cannot agree upon a decision within a reasonable period of time, either Party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of Entity to terminate the Agreement. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

37. Public Statements. Neither Entity nor Sponsor shall directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either Party. The Parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures (the "Public Statements") made by either Party related to performance under this Agreement. Each Party further agrees that any such Public Statement will be made in furtherance of the good faith performance of this Agreement and the contractual relationship of the Parties.

38. Confidentiality. Sponsor certifies and agrees that all information communicated to it by Entity and its agents, whether before or after the Effective Date, has been and will continue to be treated as confidential, has been and will continue to be used only for purposes of this Agreement, and has not been and will not be disclosed by Sponsor without the prior written consent of Entity, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the control of Sponsor.

39. Public Records. All Parties hereto acknowledge that Entity is a political entity in the State of Washington and as such is subject to RCW Chapter 42.56 (the Public Records Act) and other Laws related to the keeping and access to public records.

40. Subservience. Notwithstanding anything to the contrary contained in this Agreement, this Agreement (as clarification, including, without limitation, all rights, benefits and any exclusivities) is subject in all respects to all applicable Laws, including, but not limited to, the Revised Code of Washington, the Spokane Municipal Code, and all present and future contracts entered into by, all other entities, governing bodies or organizations having jurisdiction over the rights and benefits granted to Sponsor herein.

41. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

42. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law: (a) the Parties shall substitute for the affected provision a legal, valid, and enforceable provision which approximates the intent and economic effect of the affected provision as nearly as possible; (b) such provision shall be fully severable;

(c) if the Parties cannot substitute a replacement provision as described in (a) above, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

43. Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. Additionally, this Agreement may not be amended, changed, or modified except by a writing signed by both Parties, or their respective successors or assigns.

44. Survival. The provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, Sections 11, 18, 21, 22, 23, 25, 26, 27, 28, 36, 37, 38, 39, and 42. In addition, any payment obligation of either Party that (a) accrues or arises prior to or at the time of expiration or earlier termination of this Agreement and (b) that is contemplated under the terms of this Agreement to be paid after such expiration or earlier termination shall survive such expiration or earlier termination until paid.

45. Counterparts and Facsimile/Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by any Party until each of the Parties has executed and delivered its respective counterpart. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

*[Signatures Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and/or officials and agree to be bound by its terms.

**ENTITY**

**SPONSOR**

By: Garrett Jones  
Name: Garrett Jones  
Title: Director of Parks and Recreation  
Date: 3/24/2025

By: Don Miller  
Name: Don Miller  
Title: President / CEO  
Date: 3/21/2025

Attachments to this Agreement:

Exhibit A – Facility Map

Exhibit B – Entitlements

Exhibit C – Payment Chart

Exhibit D - Certificate of Debarment

Approved as to form:

Tim Szambelan  
Timothy E. Szambelan Assistant City Attorney

Attest:



Lavie Farnsworth  
Acting City Clerk  
(Acting)

**Exhibit A**  
**Facility Map**



## **Exhibit B**

### **Entitlements**

#### **Category Exclusivity**

- Exclusivity at the Facility, subject to the terms of this Agreement, in the Exclusive Category, as defined in this Agreement.

#### **Facility Naming Rights**

- Exclusive name of the Facility, to be known as the “Gesa Credit Union Pavilion”

#### **Launch Campaign**

- Entity will organize a Facility naming rights public relations and marketing launch campaign.
  - Contents of marketing materials and events (including, for example, press releases, ribbon cutting events) to be mutually agreed upon by the Parties.
  - Sponsor representatives shall be included in all public-facing campaign pieces (including, for example, quotes in press releases and involvement in ribbon cutting).

#### **Signage**

- Facility Logo or Name on main Facility exterior identifying signage
- Facility Logo or Name on box office signage
- Facility Logo or Name on vertical stage scrim signage
- Name on Riverfront Park wayfinding signage
- Facility Logo or Name permanently displayed on outdoor digital marquee
- One (1) year-round promotional advertisement on wayfinding signage, with the contents and form of advertisement to be agreed upon by the Parties
- Sponsor logo and/or name on pavilion concrete wall graphic for two (2) months per Contract Year; graphic to have Washington Street visibility
- Sponsor logo and/or name and promotional advertisement on attraction digital boards, with the contents and form of the advertisement to be agreed upon by the Parties
- One (1) year-round promotional advertisement on the Riverfront Park entry kiosk, with the contents and form of the advertisement to be agreed upon by the Parties

#### **Social and Digital Assets**

- Sponsor inclusion on four (4) branded social media posts per Contract Year; the contents, form, and frequency of the social media posts to be agreed upon by the Parties
- Sponsor inclusion on Facility and Riverfront Park websites; Sponsor inclusion to be on landing pages and will include the use of featured images. Contents, form, and frequency of inclusion to be agreed upon by the Parties.
- One (1) promotional advertisement with a pass-through link on both the Facility and Riverfront Park websites, with the contents and form of the advertisement to be agreed upon by the Parties
- Facility Logo or Name on digital tickets, with the size and location of the Facility Logo to be agreed upon by the Parties

### **Optional On-Site Opportunities**

- Sponsor to receive a 10' x 10' promotional booth at the Facility at ten (10) agreed upon events per Contract Year, with Sponsor opportunity for on-site affinity card sign ups/promotions/etc. The location of the booth to be mutually agreed upon by the Parties. Specific events are subject to the approval of Entity.
- Sponsor shall have the right to install one (1) permanent ATM / ITM to be at the Facility year-round, with the location to be agreed upon by the Parties
- Parties to collaborate on ways to activate the brand partnership in the local marketplace

### **Tickets and Hospitality**

- Sponsor to receive eight (8) tickets to all shows that are a part of the Pavilion Summer Concert Series each Contract Year
- Sponsor to receive one (1) VIP/hospitality event at the Pavilion Summer Concert Series or other mutually agreed upon event per Contract Year.
  - Thirty (30) person maximum
  - Seven Hundred Fifty Dollar (\$750) food and beverage credit
  - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.
- Sponsor to receive one hundred (100) complimentary attraction (e.g., Numerica Skate Ribbon, Sky Ride or Loooff Carousel) tickets per Contract Year.
  - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.
  - Value of tickets may not be applied toward additional activations in lieu of receiving tickets.

### **Facility Use**

- Use of Facility up to one (1) time per Contract Year
  - Dates, times, and specific space shall be based on availability and mutually agreed upon by the Parties.
  - The rental fee shall be waived for the above uses, but Sponsor shall be responsible for all other costs, including, without limitation, staffing, tech, food, and beverage.
  - If the use rights included in this section are not exhausted in any Contract Year, such rights shall expire at the end of such Contract Year and shall not rollover into any subsequent Contract Year.

### **Tailored Benefits**

- Gesa Credit Union card holders to receive discounted tickets to Entity-produced events (excluding concerts), with extent of discount to be agreed upon by the Parties.
- On-site affinity card promotion highlighting Spokane local heroes and schools, with form and contents of promotion to be agreed upon by the Parties. Promotion could be utilized through various Entitlements, such as, the Riverfront Park entry kiosk, Riverfront Park digital marquee, and wayfinding signage. Costs of marketing and promoting the promotion will be borne by Sponsor. For clarity these activities are included in the activities referenced in Section 8.a.

**Exhibit C**  
**Payment Chart**

<b>Contract Year</b>	<b>Rights Fee</b>
<b>Base Term</b>	
<b>Contract Year 1</b>	<b>\$230,000.00</b>
<b>Contract Year 2</b>	<b>\$236,900.00</b>
<b>Contract Year 3</b>	<b>\$244,007.00</b>
<b>Contract Year 4</b>	<b>\$251,327.21</b>
<b>Contract Year 5</b>	<b>\$258,867.03</b>
<b>Contract Year 6</b>	<b>\$266,633.04</b>
<b>Contract Year 7</b>	<b>\$274,632.03</b>
<b>Contract Year 8</b>	<b>\$282,870.99</b>
<b>Contract Year 9</b>	<b>\$291,357.12</b>
<b>Contract Year 10</b>	<b>\$300,097.83</b>
<b>Extended Term (If exercised)</b>	
<b>Contract Year 11</b>	<b>\$309,100.77</b>
<b>Contract Year 12</b>	<b>\$318,373.79</b>
<b>Contract Year 13</b>	<b>\$327,925.00</b>
<b>Contract Year 14</b>	<b>\$337,762.75</b>
<b>Contract Year 15</b>	<b>\$347,895.64</b>



## Certificate Of Completion

Envelope Id: 8EBC43C1-7384-4C0C-B053-50DCCFAA40A6

Status: Completed

Subject: OPR 2025-0261 - CONTRACT - GESA CREDIT UNION - PAVILION NAMING RIGHTS

Source Envelope:

Document Pages: 31

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &

drose@spokanecity.org

Canada)

IP Address: 198.1.39.252

## Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

3/21/2025 11:00:16 AM

drose@spokanecity.org

## Signer Events

## Signature

## Timestamp

Jennifer Ogden

jmogden@spokanecity.org

President

Security Level: Email, Account Authentication  
(None)

*Jennifer Ogden*

Signature Adoption: Pre-selected Style  
Using IP Address: 76.121.143.140

Sent: 3/21/2025 11:01:23 AM

Viewed: 3/21/2025 2:37:55 PM

Signed: 3/21/2025 2:38:24 PM

## Electronic Record and Signature Disclosure:

Accepted: 3/21/2025 2:37:55 PM

ID: cd79b430-d15f-4c67-9134-85ea330b31c1

Don Miller

dmiller@gesa.com

President / CEO

Security Level: Email, Account Authentication  
(None)

*Don Miller*

Signature Adoption: Pre-selected Style  
Using IP Address: 75.141.8.10

Sent: 3/21/2025 2:38:26 PM

Viewed: 3/21/2025 2:40:01 PM

Signed: 3/21/2025 4:56:48 PM

## Electronic Record and Signature Disclosure:

Accepted: 3/21/2025 2:40:01 PM

ID: 0a766435-a0b2-4617-ada1-5f16565adbd4

Tim Szambelan

tszambelan@spokanecity.org

Timothy E. Szambelan Assistant City Attorney

City of Spokane

Security Level: Email, Account Authentication  
(None)

*Tim Szambelan*

Signature Adoption: Pre-selected Style  
Using IP Address: 67.168.51.9  
Signed using mobile

Sent: 3/21/2025 4:56:50 PM

Viewed: 3/23/2025 12:06:46 PM

Signed: 3/23/2025 12:07:13 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Garrett Jones

gjones@spokanecity.org

Director of Parks and Recreation

City of Spokane Parks

Security Level: Email, Account Authentication  
(None)

*Garrett Jones*

Signature Adoption: Pre-selected Style  
Using IP Address: 198.1.39.252

Sent: 3/23/2025 12:07:14 PM


Viewed: 3/23/2025 9:54:53 PM

Signed: 3/24/2025 12:28:44 PM

## Electronic Record and Signature Disclosure:

Accepted: 3/23/2025 9:54:53 PM

ID: 80682f96-525b-495f-bbef-aafbc8870e7c

Signer Events	Signature	Timestamp
Laurie Farnsworth lfarnsworth@spokanecity.org Acting City Clerk City of Spokane Security Level: Email, Account Authentication (None)	<i>Laurie Farnsworth</i> 	Sent: 3/24/2025 12:28:47 PM Resent: 3/24/2025 1:30:43 PM Viewed: 3/25/2025 8:24:28 AM Signed: 3/25/2025 8:24:59 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 198.1.39.252

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/21/2025 11:01:23 AM
Envelope Updated	Security Checked	3/24/2025 1:30:42 PM
Envelope Updated	Security Checked	3/24/2025 1:30:42 PM
Envelope Updated	Security Checked	3/24/2025 1:30:42 PM
Certified Delivered	Security Checked	3/25/2025 8:24:28 AM
Signing Complete	Security Checked	3/25/2025 8:24:59 AM
Completed	Security Checked	3/25/2025 8:24:59 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact SHI International Corp OBO City of Spokane:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [klund@spokanecity.org](mailto:klund@spokanecity.org)

**To advise SHI International Corp OBO City of Spokane of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from SHI International Corp OBO City of Spokane**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SHI International Corp OBO City of Spokane**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

## &lt; Business Lookup

## License Information:

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

**Entity name:** THE SUPERLATIVE GROUP, INC.

**Business name:** THE SUPERLATIVE GROUP, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 604-499-806

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2843 FRANKLIN BLVD  
CLEVELAND OH 44113-2916

**Mailing address:** 2843 FRANKLIN BLVD  
CLEVELAND OH 44113-2916

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Lakewood General Business - Non-Resident</a>				Active	Aug-31-2025	Aug-21-2019
<a href="#">Spokane General Business - Non-Resident</a>				Active	Aug-31-2025	Aug-26-2022

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
CANTER, KYLE	
GALLAGHER, MYLES C.	
KENNERLY, ROSS	
KORTE, MATTHEW	
LAW, JOSH	
NIESER, PAT	

The Business Lookup information is updated nightly. Search date and time: 4/30/2025 1:20:27 PM





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2025

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 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> Armada Risk Partners, LLC 1300 East 9th Street Suite 1650 Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 216-350-5050 <b>E-MAIL ADDRESS:</b> service@armadarisk.com	<b>FAX (A/C, No):</b>
<b>INSURED</b> The Superlative Group, Inc. 2843 Franklin Blvd Cleveland OH 44113	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Continental Casualty Company INSURER B : NATIONAL FIRE INS CO OF HARTFORD INSURER C : NATIONAL FIRE INS CO OF HARTFORD INSURER D : TRAVELERS CAS & SURETY CO INSURER E : CNA INSURER F :	<b>NAIC #</b> 20443 20478 20478 19038

**COVERAGES****CERTIFICATE NUMBER:** 1347159163**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
C	<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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		7013660767	5/25/2024	5/25/2025	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 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7013660767	5/25/2024	5/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7013660655	5/25/2024	5/25/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		7013660767	5/25/2024	5/25/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Cyber Professional Liability			107767225 652216287	1/13/2024 4/25/2024	4/13/2025 4/25/2026	Privacy & Security 2,000,000 Priv. Breach Notific. 2,000,000 Each Occ / Aggregate 3,000,000

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

The City of Spokane, its agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Agreement. 30 Day Notice of Cancellation applies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Golf Committee			<b>Committee meeting date:</b> May 6, 2025
<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 2024-0921			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	N/A		<b>Master Plan Priority Tier:</b> N/A (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Zetin Contractors / Downriver Golf Course Cart Path Renovation - Phase 1 Amendment #3 (\$15,290 plus applicable tax)			
<b>Begin/end dates</b>	Begins: 05/08/2025		Ends: 06/06/2025 <input type="checkbox"/> 06/01/2525	
<b>Background/history:</b> Amend contract with Zetin Contractors to increase project scope as needed to mitigate unforeseen conditions encountered during construction, including: <ul style="list-style-type: none"> <li>-Remove portion of existing concrete wall encountered on #10 to accommodate new path.</li> <li>-Remove stumps encountered beneath pathway on #10.</li> <li>-Add additional curb on hole #10 to accommodate cart pulloff.</li> <li>-Excavate &amp; backfill damaged fiber optic conduit.</li> <li>-Over excavate soft soils on #18, provide geotextile fabric &amp; additional crushed rock for a solid cart path base.</li> <li>-Add boulders on hole #10 to discourage golf cart corner cutting.</li> <li>-Add traffic channelizers and do not enter signs to cart paths near parking lot.</li> </ul>				
<b>Motion wording:</b> Motion to approve Zetin Contractors contract amendment #3 for the Downriver Golf Course Cart Path Renovation - Phase 1 project in the amount of \$15,290 plus applicable tax.				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Zetin Contractors, LLC. Name: Shawn Walker    Email address: swalker@zetin.net    Phone:				
<b>Distribution:</b> Parks – Accounting    Mark Poirier Parks – Sarah Deatrich    swalker@zetin.net Requester: Nick Hamad    Thea Prince Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$15,290.00 plus applicable tax    Budget code: 4600-55100-94000-56301-99999				
<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 type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-435-502    Business license expiration date: 9/30/25 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				

Zetin Contractors, LLC  
4015 E Francis Ave.  
Spokane, WA 99217

Job>> Down River RFC SHEET

Change Order Estimate

Spokane, WA 99217		Qty	U/M	Labor		Equipment		Material		Lower Tier		Totals
				Unit	Extension	Unit	Extension	Unit	Extension	Unit	Extension	
Date	Demo out Wall on 10 to 12" below FG.											
	Foreman	7.00	HR	70.25	491.72				-		-	491.72
	Operator	6.00	HR	66.86	401.16				-		-	401.16
	906M Cat Loader	1.00	HR	66.86	66.86	38.55	38.55		-		-	105.41
	Dump Truck 10-20 YRDS	0.25	HR	69.24	17.31	98.35	24.59		-		-	41.90
	303 Mini	2.00	HR	66.86	133.72	28.75	57.50				-	191.22
	REMOVE STUMPS								-			-
	Foreman	5.00	HR	70.25	351.23				-		-	351.23
	L-1 JD 544 40520 Loader	5.00	HR	66.65	333.23	56.55	282.75		-		-	615.98
	Dump Truck 10-20 YRDS	3.00	HR	69.24	207.73	98.35	295.05		-		-	502.78
	R-3 Dynapac CA152D 66" Roller	1.00	HR	65.19	65.19	36.85	36.85		-		-	102.04
	Z101 -2013 Ford F350	1.00	HR	66.86	66.86	42.45	42.45		-		-	109.31
	EX-6 308 CAT 2013 Excavator	4.00	HR	66.86	267.45	48.50	194.00		-		-	461.45
	ADD CURB ON 10 T										-	-
	Foreman	2.00	HR	70.25	140.49				-	-	-	140.49
	906M Loader	0.50	HR	66.86	33.43	38.55	19.28		-	-	-	52.71
	R-3 Dynapac CA152D 66" Roller	1.00	HR	65.19	65.19	36.85	36.85		-	-	-	102.04
	Z302 -W2 International Water Truck	0.50	HR	69.12	34.56	42.45	21.23		-		-	55.78
									-	-	-	-
	DIG AND BACKFILL FIBER											-
	303 Mini	2.00		66.86	133.72	28.75	57.50				-	191.22
									-		-	-
	OVER EX LAY FABRIC AND 3" MINUS ON 10 AND 18								-		-	-
	L-1 JD 544 40520 Loader	5.00	HR	66.65	333.23	56.55	282.75		-		-	615.98
	303 Mini	5.00	HR	66.86	334.30	28.75	143.75					
	Dump Truck 10-20 YRDS	8.00	HR	69.24	553.94	98.35	786.80		-		-	1,340.74
	Z303 - 2006 Ford F750 Water Truck	2.50	HR	69.12	172.79	42.45	106.13		-		-	278.92
	R-3 Dynapac CA152D 66" Roller	2.50	HR	65.19	162.99	36.85	92.13		-		-	255.11
	Materials											-
	Dump Fee	16.00	CY					12.00	192.00			192.00
	Fabric	1.00	LS					225.00	225.00			225.00
	Jack Hammer	1.00	LS					125.00	125.00			125.00
	3" MINUS	87.60	TN					6.00	525.60		-	525.60
	Subcontractors											-
	SPM	1.00	LS							2,905.00	2,905.00	2,905.00
	Hidden rivers added rocks	1.00	LS							2,118.60	2,118.60	2,118.60
	JETT add Curb #10	29.00	LF							25.00	725.00	725.00
	JETT Taper down curbs	10.00	LF							25.00	250.00	250.00
	JETT add access point on #1 T	10.00	LF							25.00	250.00	250.00

Sub Total Lower Tier								6,248.60	
Subtotal Self Performed		4,367		2,518		542			
Lower Tier Markup	8%							500	
Sub Total		4,367	-	2,518	-	542		6,748	6,748
Over Head & Profit	15%	655	-	378	-	81			
Total Self Performed		5,022		2,896		623			8,541
		-	-	-	-	-			-
								SUB TOTAL	15,290
									-
TOTAL									\$ 15,290



PACIFIC - SUMNER - BREMERTON - YAKIMA - KENNEWICK - SPOKANE

## CHANGE ORDER

Date: 4/23/2025

SPM Job #: 28226

RE: Change Order #2

Project: P24-0924-A DOWNRIVER GOLF COURSE CART PATH RENOVATION

Item	Description	Quantity	Unit	Unit Price	Total
INC.	ADDED TYPE 3 CHANNELIZERS	17.00	EA	\$ 210.00	\$ 3,570.00
INC.	INSTALLATION ONLY OF WHEELSTOPS	23.00	EA	\$ 70.00	\$ 1,610.00
INC.	INSTALLATION SIGNS & POSTS	2.00	EA	\$ 635.00	\$ 1,270.00
				<b>Total</b>	<b>\$ 6,450.00</b>

Specialized Pavement Marking, Inc. proposes to furnish all labor, equipment and materials necessary to complete referenced project. Quote good for 30 days from above date, after which time a price adjustment may be necessary.

**Proposal Excludes Layout, Traffic Control and Temporary Flexible Pavement Markers.**

By:   
Mark Price, President

Accepted by: \_\_\_\_\_



April 24, 2025

Zetin Contractors  
4015 E Francis Ave  
Spokane, WA 99217

Attn: Shawn Walker

Re: Downriver Golf Course Cart Pathways

---

**Add Boulders at #10**

---

Added Materials						
- Boulders	8.0	Ea	@	90.00	/Ea = \$	720.00
Added Labor						
- Onsite Laborer	6.0	Hrs	@	58.50	/Hr = \$	351.00
- Equipment Operator	6.0	Hrs	@	69.60	/Hr = \$	417.60
Added Equipment						
- Mini Excavator	6.0	Hrs	@	50.00	/Hr = \$	300.00
Subtotal of Added items						\$ 1,788.60
- Overhead & Profit			@	15%	= \$	268.29
Subtotal						\$ 2,056.89
- Insurance			@	3%	= \$	61.71
<b>Total of All items</b>						<b>\$ 2,118.60</b>

A handwritten signature in blue ink, appearing to be 'JB' or 'Jeff Brady', is written over a horizontal line.

Jeff Brady



License Information:

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

**Entity name:** ZETIN CONTRACTORS, LLC

**Business name:** ZETIN CONTRACTORS LLC

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

**UBI #:** 603-435-502

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 4015 E FRANCIS AVE  
SPOKANE WA 99217-6536

**Mailing address:** 4015 E FRANCIS AVE  
SPOKANE WA 99217-6536

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Deer Park General Business - Non-Resident</a>				<a href="#">Active</a>	Sep-30-2025	Apr-24-2023
<a href="#">Minor Work Permit</a>				<a href="#">Active</a>	Aug-31-2025	Aug-05-2024
<a href="#">Spokane General Business</a>				<a href="#">Active</a>	Sep-30-2025	Sep-16-2014
<a href="#">Spokane Valley General Business - Non-Resident</a>				<a href="#">Active</a>	Sep-30-2025	Sep-26-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BROWN, EZEKIEL	

The Business Lookup information is updated nightly. Search date and time: 5/6/2025 8:51:14 AM



ZETINCO-01

KBOWEN1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2025

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

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

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME:		
	PHONE (A/C, No, Ext): (509) 747-3121	FAX (A/C, No): (509) 623-1073	
	E-MAIL ADDRESS: nowspkinfo@hubinternational.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Western National Mutual Insurance Company		15377
INSURED  Zetin Contractors, LLC 4015 E. Francis Ave. Spokane, WA 99217	INSURER B : Alaska National Insurance Company		38733
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP1372598	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							WA STOP GAP	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPP1369183	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	UMB1061498	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liabil			24EPS12905	5/1/2024	5/1/2025	aggregate	1,000,000

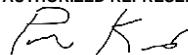
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF SPOKANE DOWNRIVER GOLF COURSE CART PATH RENOVATION - PHASE 1

City of Spokane, its officers, agents and officials named as additional insured. Waiver of subrogation applies. Umbrella follows form

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane 808 West Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet.....	2
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item 2. Exclusions, Paragraph g. is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “property damage” arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of “mobile equipment”.

## B. Damage To Property Coverage Extensions

Item 2. **Exclusions**, Paragraph j. is replaced by the following:

### j. **Damage To Property**

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to “property damage” to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for “property damage” under this provision:

- (1) \$25,000 any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”;
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or “suit”. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

The insurance provided for “property damage” from the use of elevators and for “property damage” to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

## C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

## COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

### D. Personal And Advertising Injury

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

**b. Material Published With Knowledge Of Falsity**

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

### E. Supplementary Payments – Coverages A and B

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

**b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II – WHO IS AN INSURED AMENDMENTS

### A. Employee Bodily Injury To A Co-Employee

Paragraph **2. a. (1)** is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### B. Newly Acquired Organizations

Paragraph **3. a.** is replaced by the following:

- a.** Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

**C. Blanket Additional Insured – Vendors – As Required By Contract**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
      - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
      - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
      - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
      - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - (i) The exceptions contained in Subparagraphs (4) or (6); or
        - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  3. This Provision C. does not apply:
    - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
    - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
    - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
  4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:

    - a. The minimum amount required by the contract or agreement; or
    - b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **D. Blanket Additional Insured – Lessor Of Leased Equipment**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:

"Bodily injury" or "property damage" arising out of:

- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
- (2) Any express warranty made by the Lessor;
- (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
- (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
- (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **E. Blanket Additional Insured – Managers Or Lessors Of Premises**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

## **SECTION III – LIMITS OF INSURANCE AMENDMENTS**

### **A. Damage To Premises Rented To You**

Paragraph 6. is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
  - a. \$300,000; or
  - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

### **B. Medical Expense Limit**

Paragraph 7. is replaced with the following:

- 7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
  - a. \$10,000; or
  - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

### A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim or loss is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation; or
  - (4) A member or manager, if you are a limited liability company.

### B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

#### 6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### D. Waiver of Subrogation

Item 8. **Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

## SECTION V – DEFINITIONS AMENDMENTS

### A. Insured Contract Amended

Paragraph 9. **a.** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

### B. Personal And Advertising Injury Redefined

Paragraph 14. **d. and e.** are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTORS –  
OPERATIONS AND COMPLETED OPERATIONS –  
WITH ADDITIONAL INSURED REQUIREMENT  
IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. Additional Insured – Operations**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

**B. With respect to Additional Insured - Operations**, coverage is limited as follows:

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

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

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**2. Additional Insured – Completed Operations**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

### 3. **Primary and Noncontributory**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### 4. **Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations**

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

## BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

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

## **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION I – COVERED AUTOS COVERAGE AMENDMENTS**

##### **A. Temporary Substitute Vehicle Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

#### **SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

**C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

<b>Co-Employee</b>	<b>Lawsuit</b>	<b>Defense</b>	<b>Cost</b>
<b>Reimbursement</b>			

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

**2. Towing**

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

**B. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

**C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**D. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

**E. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE,**  
**A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**F. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE,**  
**A. Coverage** is amended by adding the following:

**5. Hired Auto Physical Damage**

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

**G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage,** is amended by adding the following:

**6. Rental Reimbursement**

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

#### **H. Accidental Airbag Deployment Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

##### **7. Accidental Airbag Deployment Coverage**

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

#### **I. Auto Loan/Lease Gap Coverage**

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage**, is amended by adding the following:

##### **8. Auto Loan/Lease Gap Coverage**

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

#### **J. Audio, Visual and Data Electronic Equipment – Limit Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the \$1,000 limit with a \$2,500 limit.

### **SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

#### **A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

#### **B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us**, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud**, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance**, paragraph **b.** is deleted and replaced by the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow.
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

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

**E. Primary and Noncontributory If Required By Written Contract or Written Agreement**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.**, the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1)** Such “insured” is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.



STATE OF WASHINGTON

Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

May 2, 2025

WA UBI No.	603 435 502
L&I Account ID	292,311-02
Legal Business Name	ZETIN CONTRACTORS LLC
Doing Business As	ZETIN CONTRACTORS LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2025 "11 to 20 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	ZETINCL861O4
License Expiration	09/26/2026

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

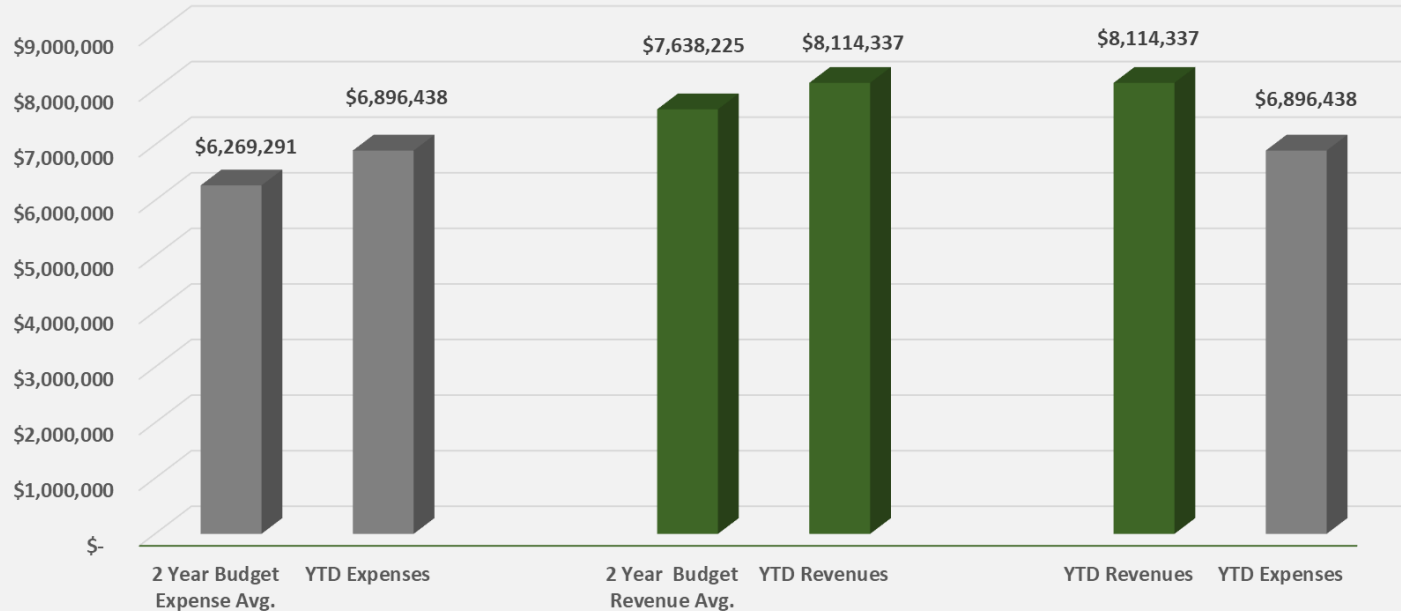
**Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).



City of Spokane  
**PARKS**  
& RECREATION

*April '25  
Financials*

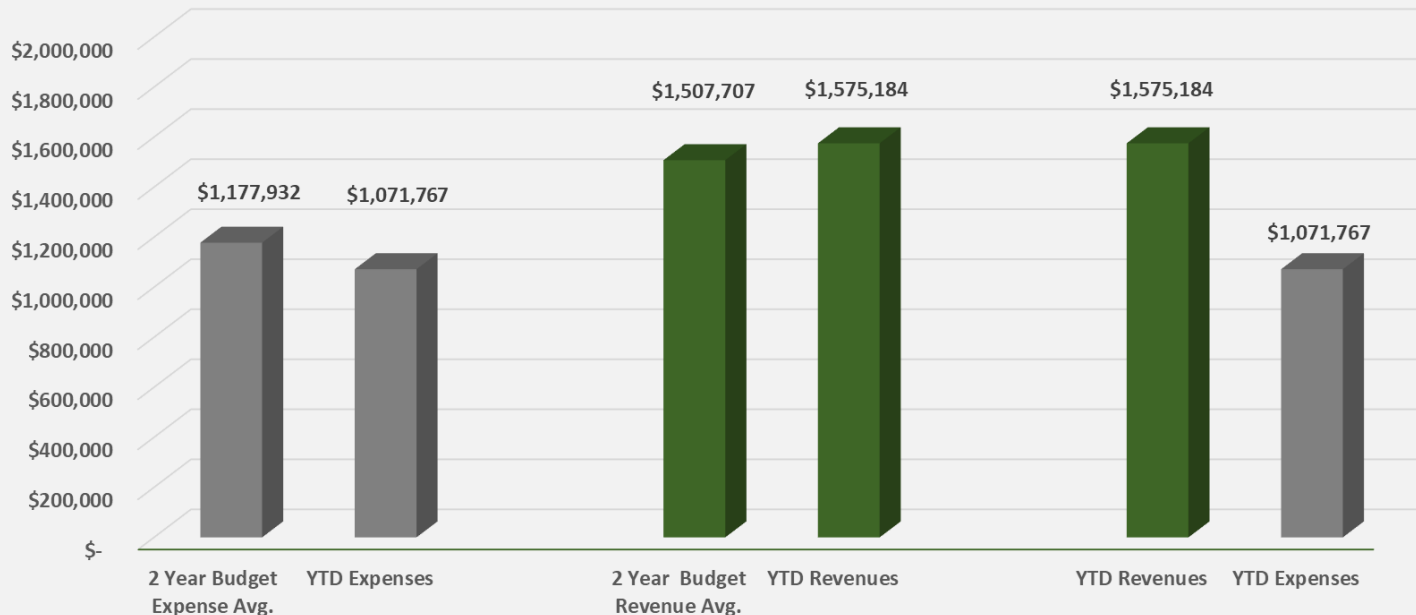
# Parks Financials



## Key Concepts:

- April was flat with a net loss of \$1,702.
- The largest revenue increase was in Riverfront Park from sponsorship fees, parking, concessions and merchandise. The largest expense increase was interfund charges, which is primarily a timing variance (what month of the quarter the expense is pulled).
- Year-to-date, revenues exceed expenses by \$1,217,899.

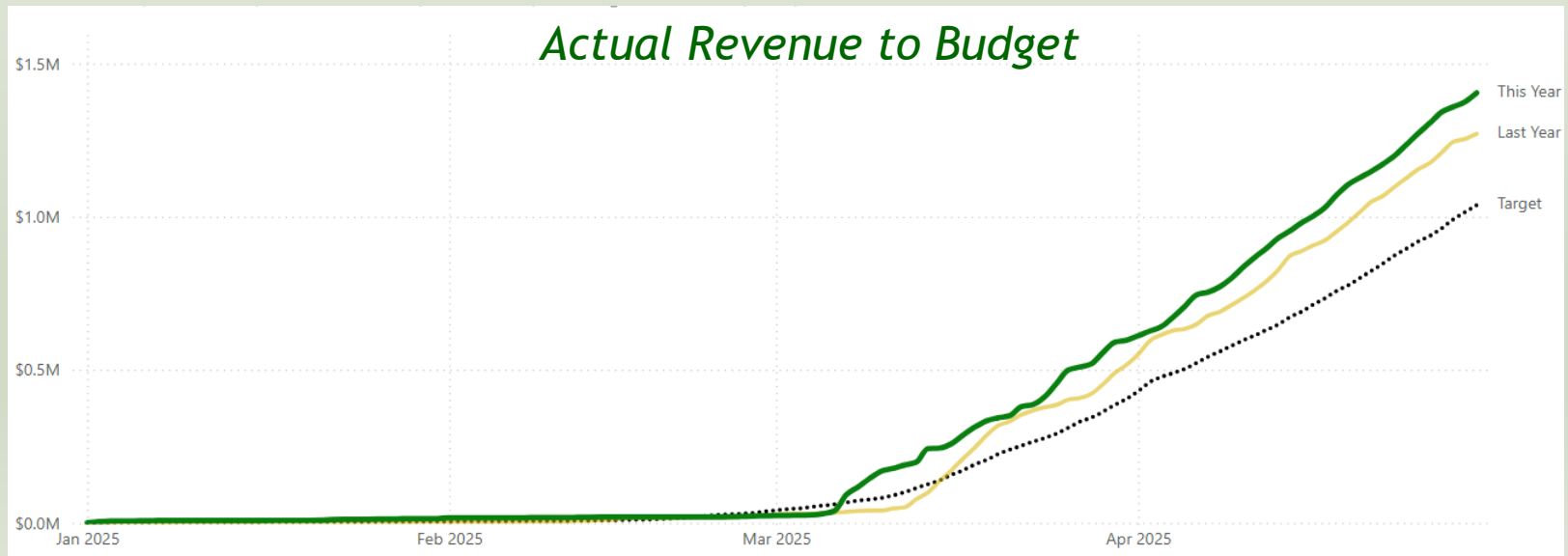
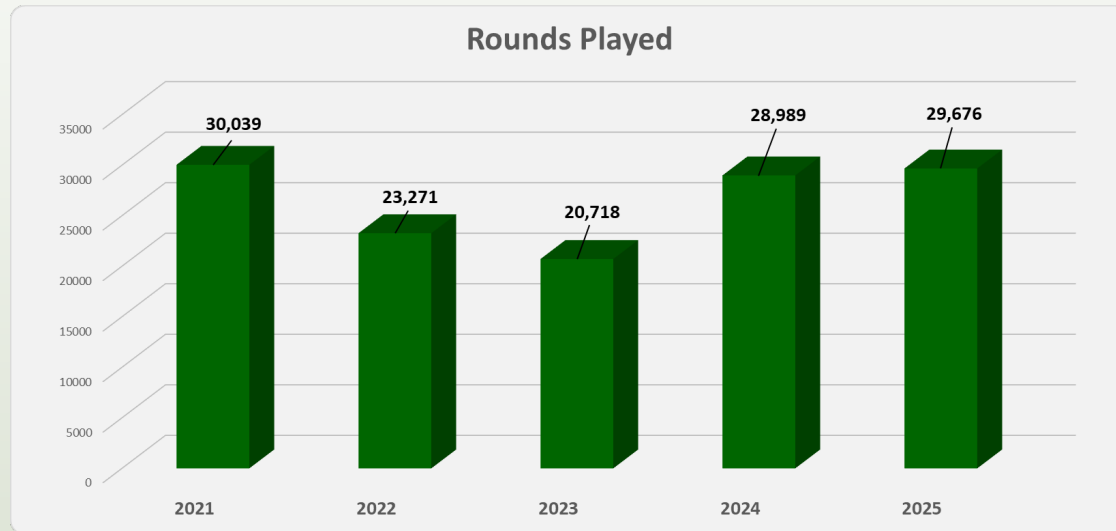
# Golf Financials



## Key Concepts:

- April had a net gain of \$215,774.
- Year-to-date revenues are \$70,312 ahead of last year with expenditures \$148,410 ahead of last year (primarily from capital improvements such as cart paths).
- Year-to-date, golf revenues are exceeding expenses by \$503,417 (FIF excluded).

# *Golf Scorecard*





City of Spokane  
**PARKS**  
& RECREATION



*Questions Or  
Comments?*

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront			<b>Committee meeting date:</b> May 5, 2025
<b>Requester</b>	Berry Ellison			<b>Phone number:</b> 509 625-6276
<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 2020-0635			
<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)	Intent to amend the Papillon Building, LLC, pedestrian and corridor reciprocal easement with Time Extension (\$0.00)			
<b>Begin/end dates</b>	Begins: 05/08/2025		Ends: 05/01/2027	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> <p>In 2020, the Park Board approved a reciprocal easement between the City and Papillon Building, LLC. The easement allows unobstructed pedestrian access from Riverfront Park to the proposed Papillon Building in exchange for site improvements with natural rockery retaining walls, concrete flatwork, lighting and electrical, and other value-added amenities. Unforeseen delays such as pandemic and economic uncertainty plagued the project for several years. However, as the economy has recovered, work has restarted with grading, drainage, and flatwork. The project is in process, and making progress. Due to the delay, the original completion date is nearing and additional time is needed to complete the project. this amendment allows ample time to complete the project and address warranty items and final acceptance by Parks Dept and Authorities Having Jurisdiction.</p> <p>This action is an intent to amend the agreement. If approved the Amendment will be drafted and circulated for signatures by Park Board President, Spokane Facilities District, and Papillon. This will be the second amendment to the agreement.</p>				
<b>Motion wording:</b> <p>Move to approve intent to amend the Papillon Building, LLC, pedestrian and corridor reciprocal easement with time extension to May 1st, 2027, without cost.</p>				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Papillon Building, LLC, Public Facilities District Name: Sheldon Jackson, Stephani Curran Email address: sheldon@selkirkdev.com; scurran@spokanepfd.org Phone: 503 247-1319				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: bellison@spokanecity.org Grant Management Department/Name:				
sheldon@selkirkdev.com scurran@spokanepfd.org jmoog@spokanecity.org nhamad@spokanecity.org gjones@spokanecity.org				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$0.00 Budget code: No Cost				
<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"/> Business license Expiration date: <input type="checkbox"/> Insurance Certificate				

# AGENDA SHEET FOR PARK BOARD MEETING OF: June 11, 2020



Submitting Division  
Parks & Recreation

Contact Person  
Pamela Clarke

Phone No.  
625-6241

Department: ☐ Finance ☐ Operations ☐ Recreation/Golf ☒ Riverfront Park

Committee: ☒ Finance ☐ Golf ☐ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☒ New ☐ Renewal ☐ Amendment ☐ Extension ☐ Other

Beginning date: 06-11-2020 Expiration date: 06-11-2025 Open ended ☐

CLERKS' FILE 2020-0635  
RENEWAL \_\_\_\_\_  
CROSS REF \_\_\_\_\_  
ENG \_\_\_\_\_  
BID \_\_\_\_\_  
REQUISITION \_\_\_\_\_

## AGENDA WORDING:

Selkirk Development Easement/Riverfront Park north bank

RECEIVED

JUL 27 2020

CITY CLERK'S OFFICE

## BACKGROUND:

Parks Dept and the Developer agree that the development of this easement will enhance the use and enjoyment of the Park Property and Papillon Property. Both wish to enter into this Easement and Agreement creating the easement and allowing for construction and maintenance of improvements that will provide pedestrian access, connection of open corridors and public spaces (including public access to restrooms) for the private property and the public. It is understood: (1) their redevelopment efforts will be mutually benefited by the easements provided herein; (2) the exchange of benefits cannot be reasonably or particularly valued; and (3) the mutuality of the benefits will benefit and burden the parties in equal proportion and no monetary consideration is due from one party to any other.

## RECOMMENDATION:

Move to approve the Selkirk Development public access easement, as presented, for the north bank of Riverfront Park

**ATTACHMENTS:** Include in packets. See back of Agenda Sheet for specific supporting document requirements.

## SIGNATURES:

Berry Ellison

Requester - Berry Ellison

Dept. Manager \_\_\_\_\_

Garrett Jones

Director of Parks & Recreation - Garrett Jones

Megan Qureshi

Parks Accounting - Megan Qureshi

Legal Dept. - James Richman

## DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager:

Requester: Berry Ellison

JLbrown@spokanecity.org

gjones@spokanecity.org

llegrant@bwarch.com

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

Jennifer Ogden

President - Jennifer Ogden

June 11, 2020

**Fiscal Impact**

Expenditure:

Budget neutral

**Budget Account**

Revenue:

☐

Existing vendor

☐

New vendor – If so, please include vendor packet

☐**Supporting documents:**☐

Quotes/Solicitation (RFP, RFQ, RFB)

☐

Contractor is on the City's A&amp;E Roster City of Spokane

☐

Spokane Business registration expiration date: \_\_\_\_\_

☐

W-9 (for new contractors/consultants/vendors)

☐

ACH Forms (for new contractors/consultants/vendors)

☐

Insurance Certificate (minimum \$1 million in General

Liability)

AFTER RECORDING RETURN TO:

Papillon Building, LLC  
1516 W. Riverside Ave., Suite 200  
Spokane, WA 99201

## RECIPROCAL EASEMENT

This Reciprocal Easement ("Easement") is made and executed this 11<sup>th</sup> day of June, 2020 ("Effective Date") by and between the City of Spokane, Parks Department ("Park Board"), the Spokane Public Facilities District ("SPFD"), and Papillon Building, LLC, a Washington limited liability company, which term includes its successors and assigns ("Papillon"), hereinafter jointly referred to as "Parties".

### Recitals

A. The City of Spokane, through the Spokane Park Board, owns certain real property located in the City of Spokane, Spokane County, Washington, which is a portion of property commonly known as Parcel Nos. 35181.0032 and 35181.4237, as more particularly described on the attached Exhibit A ("Park Property"). The Park Property is part of a site that is being redeveloped in part as a regional playground in Riverfront Park, and a portion in conjunction with the Spokane Public Facilities District's Sportsplex.

B. Papillon owns certain real property located in the City of Spokane, Spokane County, Washington, commonly known as Parcel Nos. 35181.4407, 35181.4404, 35181.4405, a portion of which is more particularly described on the attached Exhibit B ("Papillon Property"), and the subject of this Easement. Papillon is developing its property as a multi-use development, which is expected to include, but not necessarily be limited to, a tower for office, residential, hotel use, and/or restaurant use, public space and access, as well as a parking structure ("Papillon Development"). Collectively, the Park Property and the Papillon Property shall be referred to as the "Burdened Properties."

C. A portion of the Park Property is in the possession of Spokane Public Facilities District (SPFD), under that certain Ground Lease dated January 9, 2020 ("SPFD Lease"). A Memorandum of Lease dated January 9, 2020 was filed with the Spokane County Auditor as Auditor's Number \_\_\_\_\_. The Parties have conferred with the SPFD and the SPFD has affirmed that this Easement will not interfere with, or cause a breach of the Lease, and the SPFD has no objection to the creation of the easement, subject to the terms set forth below.

D. The Parties acknowledge and understand as follows: (1) their redevelopment efforts will be mutually benefited by the easements provided herein; (2) the exchange of benefits cannot be

reasonably or particularly valued; and (3) the mutuality of the benefits will benefit and burden the parties in equal proportion and no monetary consideration is due from one party to any other.

E. The Parties acknowledge and understand that the development of the easements will enhance the use and enjoyment of the Park Property (including adjoining Riverfront Park and the Sportsplex) and the Papillon Development ("**Benefitted Properties**") and wish to enter into this Easement providing for conveyance of the easements and allowing for construction and maintenance of improvements that will provide pedestrian access, connection of open corridors and public spaces for the Benefitted Properties and the general public as illustrated in **Exhibit C**, the Site Plan.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein and of the benefits derived by the Parties, they covenant and agree as follows:

1. **RECIPROCAL EASEMENTS.** The Park Board and Papillon do hereby grant, convey and deliver to the other and reserve to themselves non-exclusive easements in, through and over the real property described and illustrated in **Exhibits A, B, and C**, hereinafter referred to as the "**Easement Area**," subject to the terms, covenants and conditions herein. The easements shall apply to all interests now owned or hereafter acquired in the Easement Area.

a. The easement on Papillon Property shall be referred to as the "**Pedestrian Easement**" which shall ensure the public at large has a continuous right of entry and unobstructed access upon and through the Papillon Property and restroom facilities constructed thereon.

b. The easement on Park Property shall be referred to as the "**Open Corridor Easement**." Papillon shall, at its sole cost and expense, construct, install, inspect, repair, remodel, and maintain the Permitted Improvements in the Open Corridor Easement, which provides adequate area for set-backs and connectivity between the Papillon Property, Pedestrian Easement, Riverfront Park, and Sportsplex. Park Property shall not be used as a staging area for construction of the Papillon Development and any construction fencing shall not be placed any further than fifteen (15) feet inside of the boundaries of the Park Property.

2. **PURPOSE.** The Reciprocal Easements are granted for the purpose of facilitating construction and maintenance of the improvements described herein and illustrated in Exhibit C ("**Permitted Improvements**") in order to provide pedestrian access, and connection of open corridors and public spaces for the Benefitted Properties and the general public.

3. **TERM.** This Easement and rights granted herein shall run with the Park Property and Papillon Property and shall be perpetual in duration (unless terminated by the Park Board or SPFD as provided below), and shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The Park Board or SPFD may terminate this Easement if Papillon has not obtained a building permit for the Permitted Improvements within five (5) years from the Effective Date and thereafter complete said improvements with reasonable diligence. The time for

commencement and completion of the Permitted Improvements may be extended through written agreement of the Parties.

4. RESERVATION OF RIGHTS. The Parties acknowledge this Easement is subordinate and subject to the terms and conditions set forth in the Ground Lease with the SPFD entitled to enforce and exercise all rights and obligations set forth in this Easement. The Park Board, on behalf of the SPFD, does hereby reserve for its own benefit and that of the SPFD, the following rights, remedies and exclusive use of the Easement Area, which contains, in part, the Sportsplex Service Yard to include a 12' concrete retaining wall and other improvements (and utilities) as depicted on the Site Plan. See Exhibit C.

a. At all times, the SPFD shall have exclusive use and control of the Sportsplex Service Yard for the benefit of the Sportsplex (set forth on Exhibit C) without interference by Papillon, the Park Board or any member of the general public. Except that Papillon may install and maintain electricity transformers as approved by the SPFD, and may also access the area temporarily to facilitate construction of the Papillon Development, provided it gives SPFD 48-hours advance notice of its request to access the Service Yard. SPFD in its sole and absolute discretion shall determine the use, maintenance, repair, replacement and all activity that may occur within the Sportsplex Service Yard.

b. The Sportsplex Service Yard is principally included in the Easement Area for the purpose of assisting Papillon's compliance with development setbacks between two buildings, and to allow the installation of wall treatments and facades as contemplated in this Agreement.

c. In the event Papillon, its successors or assigns violates terms of this Easement and/or this Reservation, the SPFD shall provide written notice of such violation to Papillon. Within twenty-four (24) hours of receipt of the notice, Papillon shall comply with the matters set forth in the notice, provided such notice exercises rights and privileges held by the SPFD in this Easement and Agreement. The SPFD reserves all rights and remedies set forth in this Easement to include making application for an injunction, declaratory judgment or other remedies allowed by law to a court with subject matter jurisdiction. Papillon hereby stipulates that the failure to comply with the SPFD notice constitutes an irreparable and immediate injury to the and hereby stipulates to the "grounds for issuance" of an injunction set forth in RCW 7.40.020, as amended.

5. COVENANTS. The Parties mutually agree to the following.

a. Development of Easement Area. Papillon shall, at Papillon's sole cost and expense, design, construct, warrant and otherwise develop the Easement Area as illustrated in Exhibit C. The Permitted Improvements shall be designed and built in compliance with all local, state, and federal laws. Prior to commencing construction or redevelopment of the Permitted Improvements, Papillon shall submit construction plans for the Open Corridor Easement to the Park Board and SPFD for their review and approval. The Park Board and SPFD shall review and approve plans within 90 days from the date such are provided by Papillon. If the Park Board and/or SPFD requires more time to review it shall notify Papillon

within 30 days of receipt of the plans of the need for additional time. In any event, the Park Board's and/or SPFD's approval of the plans shall not be unreasonably delayed or withheld. It is expected that the Permitted Improvements in the Pedestrian Easement and Open Corridor Easement will be constructed simultaneously with the Papillon Development and the parties will cooperate to ensure timely review and approval so not to delay other aspects of construction.

b. Maintenance. Papillon shall, at its sole cost and expense, maintain and repair the Easement Area and Permitted Improvements in good order, sound structural and operating condition, in reasonable conformance with the standard that is appropriate for improvements of similar construction and use in the vicinity of the Papillon and Park Properties, including the Spokane Veteran's Memorial Arena and Sportsplex. Maintenance and repair includes, but is not limited to, cleaning, removing litter, sweeping, snowplowing, repairing surface and structural damage and cracks that result from reasonable wear and tear and making replacements as needed.

c. Emergency. In an emergency, the Park Board and/or SPFD or their agents shall have the right, but not the obligation, to enter the Easement Area for the purpose of installation, maintenance, repair, removal and replacement of the improvements or utilities in the easement area, if those have been neglected by Papillon and present a risk to the public health, safety or welfare. Thereafter, the Park Board and/or SPFD may demand that Papillon pay all reasonable costs and expenses incurred by the Park Board and/or SPFD in performing such maintenance, repair, removal and replacement, plus interest at the maximum rate allowed by law. Papillon shall pay the amount demanded by the Park Board and/or SPFD within thirty (30) days of the Park Board's or SPFD's demand.

d. Development of Joint Access. Each Party, at its cost and expense, may design, construct and otherwise develop points of access between the Easement Area and its adjoining properties in order to facilitate mutual and unobstructed access across and among the properties and their respective uses, as well as to other public rights of way and streets (collectively herein "**Joint Access**"). Joint Access shall be open and available for use by the public in the same manner and during the same hours as Riverfront Park, subject to the terms of this Easement.

e. Conforming Easement to "As Built" Construction. Following construction of the Papillon Development and the Permitted Improvements and any points of Joint Access, Papillon shall provide a survey that depicts the precise location of the Easement Area and improvements constructed therein. The as-built survey will be incorporated into this Easement by reference, and shall control the location of the Easement Area.

f. Conveyance of Improvements. If requested by the Park Board, Papillon shall convey to the Park Board any improvement or fixture that it builds on Park Property. Conveyance shall be made without reasonable delay upon the Park Board's request and without the obligation to pay monetary consideration, consideration having been made and

acknowledged together with this Easement. If after conveyance the Park Board seeks to modify the improvements, it shall consult with and obtain Papillon's approval prior to beginning work on a modification.

g. Use and Occupancy. The easements granted herein together with the Permitted Improvements shall be free and open to the public during regular park hours, and may be used and occupied by persons for reasonable periods consistent with the customary use and occupancy of a public park and/or public sports complex. Provided, in the event Papillon finds that any person is using the Papillon Property in a manner that violates any term of this Easement, causes harm, creates a nuisance, or endangers the public health, safety or welfare, Papillon may require the person(s) to be removed from the Papillon Property.

h. Interference. No Party may grant other interests, rights or easements that allow the use of the easement areas or areas adjacent thereto that unreasonably interfere with the uses permitted through this Easement or the covenants set forth in this Section.

i. Obstructions. The Park Board agrees that the Park Property will remain free of vertical structures, such that Papillon can add aesthetic features (window glazing or other wall treatment) to its planned Papillon Development in compliance with the required building setbacks under the International Fire Code as adopted by the City of Spokane. Papillon shall retain the right to improve the Papillon Property together with its adjoining property and the Papillon Development, and to construct, install, inspect, repair and maintain private improvements and perform any other related functions or duties provided such do not materially interfere with the use and enjoyment of the Papillon Property by the Public.

6. INSURANCE. Papillon shall, at its sole expense, obtain and keep in force throughout the term of this Easement commercial general liability insurance on an occurrence basis with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) General Aggregate, naming the City of Spokane, Park Board, and SPFD including their respective officers, employees, contractors, agents, and other such persons or entities as the Park Board may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to Papillon's use and occupancy of the Easement Area. The Park Board or the SPFD, upon written notice to Papillon, no sooner than five (5) years from the Effective Date, may require modification of the liability limits for the insurance policy to reasonably reflect market conditions in Spokane, Washington.

7. INDEMNIFICATION. Papillon shall indemnify, defend and hold the Park Board and SPFD, and their respective successors, assigns, tenants, and representatives harmless from all claims arising from Papillon's improvement to, use, occupancy, management and maintenance of the Easement Area or from any activity, work or thing done, permitted or suffered by Papillon in or about the Easement Area, except to the extent such claim resulted from the act or omission of the Park Board's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Papillon's employees, agents or contractors.

The Park Board shall indemnify, defend and hold Papillon and SPFD, and their respective successors, assigns, tenants, and representatives harmless from all claims arising from the Park Board's use or occupancy of the Open Corridor Easement, or from any activity, work or thing done, permitted or suffered by the Park Board in or about the Open Corridor Easement, except to the extent such claim resulted from the act or omission of Papillon's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the Park Board's employees, agents, or contractors.

8. MEDIATION. If any party has a claim or dispute under this agreement, written notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within fifteen (15) business days of the notice, the Parties shall engage a mediator to assist in resolving the dispute. The mediator's fees and costs shall be shared equally by the Parties. Thereafter, the Parties may exercise available legal remedies.

9. CORPORATE AUTHORITY. Each Party represents and warrants that he/she/it is duly authorized to execute and deliver this Easement in accordance with a duly adopted resolution of the Party's board, manager, or member(s), as the case may be, in accordance with its governing documents, and that this Easement is binding upon each Party in accordance with its terms.

10. NOTICES. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below:

**PARK BOARD:**

City of Spokane, Park Board  
Attn: Parks and Recreation Director  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

**SPFD:**

Spokane Public Facilities District  
Attn: Chief Executive Officer  
720 West Mallon Avenue  
Spokane, WA 99201

**PAPILLON:**

Papillon Building, LLC  
Attn: Sheldon Jackson  
1516 W. Riverside, Suite 200  
Spokane, Washington 99201

The foregoing addresses may be changed by written notice to the other Parties as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

11. ENTIRE AGREEMENT/ ASSIGNMENT. This Easement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the easement area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Easement, or waiver of any of its terms, shall be effective unless in writing duly executed by the Parties.

12. DEFAULT AND REMEDIES. The failure by Papillon to observe or perform any of the covenants, conditions or provisions of this Easement to be observed or performed by Papillon, where such failure shall continue for a period of sixty (60) days after written notice thereof by Parks and/or SPFD to Papillon, shall constitute a default and breach of the Easement by Papillon; except when Papillon has begun the process to cure, which cannot be feasibly completed within 60 days, and thereafter diligently pursue completion of the cure. Upon the occurrence of a default by Papillon, Parks and/or SPFD may perform such acts or work as the Park Board and/or SPFD deems necessary to restore the easement area and improvements to the conditions which is required under this Easement, and demand that Papillon pay all reasonable costs and expenses incurred by the Park Board and/or SPFD, plus interest at the maximum rate allowed by law, which amounts Papillon shall pay to the Park Board and/or SPFD, as the case may be, within thirty (30) days of the Park Board's and/or SPFD's request. This remedy is not exclusive and the Park Board's and/or SPFD's exercise of any right or remedy due to a default or breach by Papillon shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which the Park Board and/or SPFD may have under this Easement or by law.

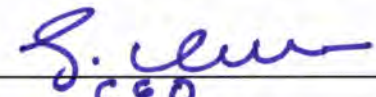
13. ATTORNEYS' FEES. In any action, except for mediation, brought under this Easement, the prevailing party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action as determined by a court with jurisdiction over the subject matter of the dispute. For purposes of this Easement, the term "attorney fees and costs" shall mean the reasonable fees and expenses of legal counsel to the prevailing party and costs awarded by statute or rule.

This Easement is effective the day and year set forth above.

**PARK BOARD:**

By:   
Its: Chair

**Spokane Public Facilities District:**

By:   
Its: CEO

**PAPILLON:**

By:   
Its: Manager  
Attest:

Approved as to form:

[Signature]  
City Clerk  
STATE OF WASHINGTON )

[Signature]  
Assistant City Attorney

) ss.  
County of Spokane )

On this 27<sup>th</sup> day of July, 2020, before me personally appeared Jennifer Ogden, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Printed Name: Jillann Hansen  
Notary Public in and for the State of WA,  
residing at Spokane  
My Appointment expires 06-17-2023

STATE OF WASHINGTON )  
) ss.  
County of Spokane )

On this 25<sup>th</sup> day of June, 2020, before me personally appeared Stephanie Curran, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the Spokane Public Facilities District, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Printed Name: Brittany A Garwood  
Notary Public in and for the State of WA,  
residing at Spokane  
My Appointment expires \_\_\_\_\_

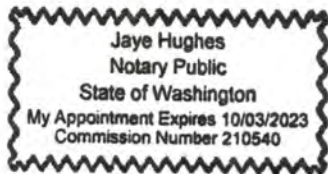
STATE OF WASHINGTON )  
) ss.  
County of \_\_\_\_\_ )



On this 13<sup>th</sup> day of July, 2020, before me personally appeared

Sheldon Jackson, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Papillon Building, LLC, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Jaye Hughes  
Printed Name: Jaye Hughes  
Notary Public in and for the State of WA,  
residing at Spokane, WA  
My Appointment expires 10/03/2023

EXHIBIT A

Legal Description and Illustration of Park Property

EXHIBIT A

OPEN CORRIDOR EASEMENT

A parcel of land located within the Northeast quarter of Section 18, Township 25 North, Range 43 East, Willamette Meridian, being more particularly described as follows;

Beginning at a point on the South line of the Plat of Keystone Addition, as recorded in Book A of Plats, Page 16, Records of Spokane County, Washington. Said point being the Southeast corner of Lot 28, Block 8 of said plat.

Thence following the eastern boundary of said lot 28, North 0°09'34" East, a distance of 100.00 feet, to the Northeast corner of said lot 28;

Thence continuing along an extension of said east line, North 0°09'34" East, a distance of 18.50 feet;

Thence running South 89°42'37" East, parallel with and 19.00 feet South of the centerline of Cataldo Avenue, a distance of 20.00 feet. Said Cataldo avenue being vacated under City of Spokane ordinance number C35820;

Thence running South 0°09'34" West, a distance of 65.29 feet;

Thence South 75°50'00" East, a distance of 12.52 feet;

Thence South 14°10'00" West, a distance of 51.68 feet, to a point on the South line of said plat of Keystone Addition;

Thence continuing South 14°10'00" West, a distance of 18.09 feet;

Thence South 36°18'35" West, a distance of 53.96 feet;

Thence South 14°24'32" West, a distance of 22.95 feet;

Thence South 71°51'35" West, a distance of 23.73 feet;

Thence North 14°24'32" East, a distance of 63.87 feet;

Thence North 75°35'23" West, a distance of 36.24 feet;

Thence North 89°50'26" West, a distance of 27.16 feet, to a point on the Eastern right of way of Howard Street;

Thence following said right of way, North 17°20'35" West, a distance of 20.97 feet, to a point on the South boundary of said plat of Keystone Addition;

Thence leaving said right of way, South 89°50'26" East, along said South plat boundary, a distance of 50.0 feet, to the Point of Beginning, and the terminus of this description;

Said parcel contains 6,869.07 square feet, or 0.16 acres, more or less.

# EXHIBIT a

**VACATED CATALDO AVENUE**

**HOWARD STREET**

**30**  
**31**  
**32**  
**33**

**29**  
**28**  
**27**  
**26**

**89° 42' 37" E**  
**20.00'**  
**18.50'**  
**118.50'**  
**100.00'**  
**50.00'**  
**589° 50' 26" E**  
**50.00'**  
**117° 20' 35" W**  
**16.20'**  
**11.17'**  
**89° 50' 26" W**  
**27.16'**  
**75° 35' 23" W**  
**36.24'**  
**14° 24' 32" E**  
**63.87'**  
**23.73'**  
**71° 51' 35" W**  
**14° 24' 32" W**  
**22.95'**  
**36° 18' 35" W**  
**53.86'**  
**18.09'**  
**51.68'**  
**14° 10' 00" W**  
**12.52'**  
**75° 50' 00" E**  
**65.29'**  
**500° 09' 34" W**

PROJ #: 19-2387  
DATE: 06/09/20  
DRAWN: DAC  
APPROVED: DAC  
SCALE: 1"=40'

EASEMENT EXHIBIT  
BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 18,  
TOWNSHIP 25 NORTH,  
RANGE 45 EAST, W.M.

**WCE**

WHIPPLE CONSULTING ENGINEERS  
21 S. PINES ROAD  
SPOKANE VALLEY, WA 99206  
PH: 509-893-2617 FAX: 509-926-0227

PROJ #: 19-2387  
DATE: 06/09/20  
DRAWN: DAC  
APPROVED: DAC  
SCALE: 1"=40'

EASEMENT EXHIBIT  
BEING A PORTION OF THE  
NORTHEAST QUARTER OF SECTION 18,  
TOWNSHIP 25 NORTH,  
RANGE 45 EAST, W.M.



**WHIPPLE CONSULTING ENGINEERS**  
21 S. PINES ROAD  
SPOKANE VALLEY, WA 99206  
PH. 509-893-2617 FAX: 509-926-0227

EXHIBIT B

Legal Description and Illustration of Papillon Property

## EXHIBIT B

### PEDESTRIAN EASEMENT

A tract of land located in the Northeast quarter of section 18, Township 25 North, Range 43 East, Willamette Meridian, being a portion of Block 8 of the Plat of Keystone Addition to Spokane Falls, as recorded in Book A of Plats, Page 16, Records of Spokane County, being more particularly described as follows;

Commencing at the Northwest corner of lot 30 of said block 8;

Thence South 89°50'26" East, a distance of 100.00 feet, to the Northeast corner of said lot 30;

Thence North 0°09'34" East, along an extension of the line common to lots 29 and 30 of said block 8, a distance of 18.50 feet, to a point on the south line of the West Sportplex Access and Utility Easement, as reserved under ordinance C35820, vacating portions of Cataldo Avenue;

Thence South 89°50'26" East along said easement, a distance of 18.75 feet, to the True Point of Beginning of the following described tract;

Thence continuing South 89°50'26" East along said South line of easement, a distance of 10.00 feet;

Thence leaving said easement, South 0°09'34" West, a distance of 18.50 feet, to a point on the South right of way line of said vacated Cataldo Avenue;

Thence continuing South 0°09'34" West, a distance of 51.92 feet;

Thence South 89°50'26" East, a distance of 9.75 feet;

Thence South 0°09'34" East, a distance of 48.08 feet, to a point on the South line of said block 8;

Thence North 89°56'26" West along said South line of block 8, a distance of 10.00 feet;

Thence leaving said South line of block 8, North 0°09'34" East, a distance of 42.26 feet;

Thence North 89°50'26" West, a distance of 3.50 feet, to a point on the line common to lots 28 and 29, of said block 8;

Thence continuing North 89°50'26" West, a distance of 6.25 feet;

Thence North 0°09'34" East, a distance of 23.36 feet;

Thence North 89°50'26" West, a distance of 8.08 feet;

Thence North 0°09'34" East, a distance of 9.30 feet;

Thence North 89°50'26" West, a distance of 6.95 feet;

Thence North 0°09'34" East, a distance of 9.28 feet;

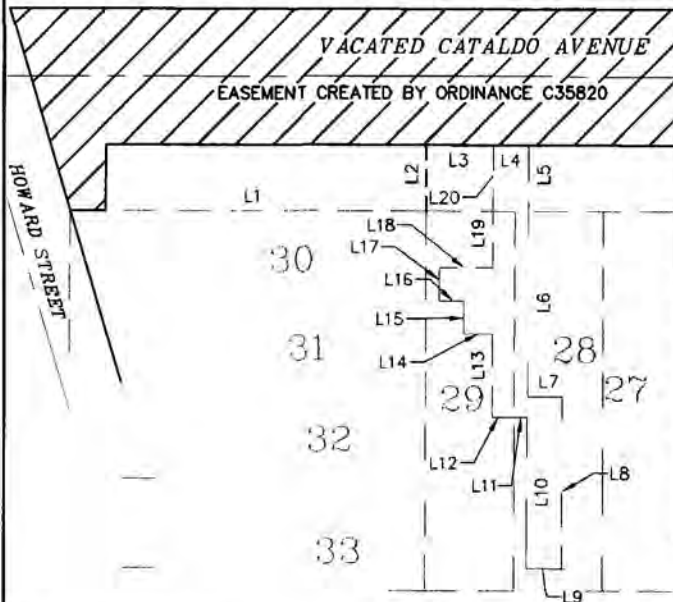
Thence South 89°50'26" East, a distance of 15.03 feet;

Thence North 0°09'34" East, a distance of 15.80 feet, to a point on the South right of way of said vacated Cataldo Avenue;

Thence continuing North 0°09'34" East, a distance of 18.50 feet, to the True Point of Beginning and the terminus of this description:

Said parcel contains 1,456.3 square feet, or 0.03 acres, more or less.

# exhibit b easement



Parcel Line Table		
Line #	Length	Direction
L1	100.00	S89° 50' 28"E
L2	18.50	N00° 09' 34"E
L3	18.75	S89° 50' 28"E
L4	10.00	S89° 50' 28"E
L5	18.50	S00° 09' 34"W
L6	81.88	S00° 09' 34"W
L7	9.78	S89° 50' 28"E
L8	48.08	S00° 09' 34"W
L9	10.00	N89° 50' 30"W
L10	42.28	N00° 09' 34"E

Parcel Line Table		
Line #	Length	Direction
L11	9.80	N89° 50' 30"W
L12	9.38	N89° 50' 30"W
L13	39.38	N00° 09' 34"E
L14	9.08	N89° 50' 30"W
L15	9.30	N00° 09' 34"E
L16	9.98	N89° 50' 30"W
L17	9.38	N00° 09' 34"E
L18	15.03	S89° 50' 28"E
L19	15.80	N00° 09' 34"E
L20		N00° 09' 34"E

L10 42.28 N00° 09' 34"E

L20 18.50 N00° 09' 34"E

DATE: 06/08/20  
PROJ #: 19-2387  
DRAWN:  
APPROVED: BAE

exhibit b  
easement  
BEING A PORTION OF



WHIPPLE CONSULTING ENGINEERS

SCALE: 1"=40'

THE NORTHEAST QUARTER OF SECTION 18  
TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M.

21 SOUTH PINES  
SPOKANE VALLEY, WASHINGTON 99206  
PH: 509-893-2617 FAX: 509-926-0227

## EXHIBIT C

### Illustration of Papillon Development and Permitted Improvements

# EXHIBIT C



- 1 COLORED CONCRETE PAVING
- 2 RAISED CONCRETE BENCH
- 3 EXTERIOR STAIRS
- 4 PATIO ABOVE (LEVEL 2)
- 5 PROPOSED LANDSCAPE AREA
- 6 PROPOSED BASALT ROCK OR CONCRETE RETAINING WALL
- 7 CONCRETE STAIR W/ DECORATIVE RAILING SYSTEM
- 8 TERRACED SEATING AREA (BASALT ROCK)
- 9 PROPOSED SITE LIGHTING (FIXTURES SIMILAR TO PROMENADE FIXTURES)
- 10 PROPOSED INFORMATION KIOSK
- 11 PROPOSED STREET TREES
- 12 PROPOSED SEPARATED BIKE LANE
- 13 PROPOSED SPEED RAMP
- 14 PROPOSED SCREEN WALL
- 15 PROPOSED PLANTERS/RIGHT BOLLARDS
- 16 ACCESSIBLE PARKING STALL AND SIGNAGE
- 17 OUTDOOR SEATING AREA
- 18 PROPOSED GROTTO W/ CANETARY LIGHTING, GREEN WALL AND BUILT IN SEATING
- 19 CONCRETE SIDEWALK
- 20 PROPOSED CONNECTION TO RAMP
- 21 PROPOSED CONNECTION TO RAMP (B LEVEL 2)
- 22 SPORTSPLEX SERVICE YARD
- 23 CONCRETE RETAINING WALL (SPORTSPLEX SCOPE OF WORK)
- 24 EXISTING PROMENADE
- 25 EXISTING BUTTERFLY SCULPTURE
- 26 CONCRETE RAMPWALK (SPORTSPLEX SCOPE OF WORK), SHOWN FOR REFERENCE ONLY
- 27 PUBLIC RESTROOMS
- 28 DEDICATED PUBLIC ACCESS
- 29 PAPILLON AND (E) PARK BUILDING PROPOSED TRANSFORMER LOCATIONS

Area Indicated as Pedestrian Easement per Exhibit

Scope of work - Sportsplex Facility



BWA BERNARDO HILLS  
ARCHITECTS PC

**Selkirk Development - South Papillon**  
Spokane, WA | BWA: 19-06-131 | Design Review v1.0 | May 2020

# AGENDA SHEET FOR PARK BOARD MEETING OF: Jan. 13, 2022



Submitting Division  
Parks & Recreation

Contact Person  
Berry Ellison

Phone No.  
625-6276

Department: ☐ Finance ☐ Operations ☐ Recreation/Golf ☒ Riverfront Park

Committee: ☒ Finance ☐ Golf ☐ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☐ New ☐ Renewal ☒ Amendment ☐ Extension ☐ Other

Beginning date: 01/13/2022 Expiration date: Open ended ☒

CLERKS' FILE	OPR 2020-0635
RENEWAL	
CROSS REF	
ENG	
BID	
REQUISITION	

## AGENDA WORDING:

Intent to amend the Papillon Building, LLC, pedestrian and corridor reciprocal easement

RECEIVED  
JAN 18 2022

CITY CLERK'S OFFICE

## BACKGROUND:

In 2020, the Park Board approved a reciprocal easement between the City and Papillon Building, LLC. The easement allows unobstructed pedestrian access from Riverfront Park to the proposed Papillon Building in exchange for site improvements and maintenance. At that time, easement boundary lines were based on preliminary schematic designs. In 2021, the Park Board approved an expanded scope of site improvements with natural rockery retaining walls, concrete flatwork, lighting and electrical, and other value-added amenities. An easement boundary adjustment is necessary to capture the scope of improvements that will be installed and maintained by Papillon Building, LLC.

## RECOMMENDATION:

Move to approve the intent to amend the Papillon Building, LLC pedestrian and corridor reciprocal easement based on the current design without cost.

**ATTACHMENTS:** Include in packets. See back of Agenda Sheet for specific supporting document requirements.

## SIGNATURES:

Berry Ellison

Requester - Berry Ellison

Dept. Manager

Garrett Jones

Director of Parks & Recreation - Garrett Jones

Megan Qureshi

Parks Accounting - Megan Qureshi

James Richman

Legal Dept. - James Richman

## DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager:

Requester: Berry Ellison

sheldon@selkirkdev.com

modle@spokanecity.org

Damian@selkirkdev.com

jmoog@spokanecity.org

llegrant@bwarch.com

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

Jennifer Ogden

President - Jennifer Ogden

Jan. 13, 2022

**Fiscal Impact****Expenditure:**Budget neutral

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**Budget Account**

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**Revenue:**

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☐ Existing vendor☐ New vendor – If so, please include vendor packet ☐**Supporting documents:**☐ Quotes/Solicitation (RFP, RFQ, RFB)☐ Contractor is on the City's A&E Roster City of Spokane☐ Spokane Business registration expiration date: \_\_\_\_\_UBI#: 604-470-255☐ W-9 (for new contractors/consultants/vendors)☐ ACH Forms (for new contractors/consultants/vendors)☐ Insurance Certificate (minimum \$1 million in General Liability)

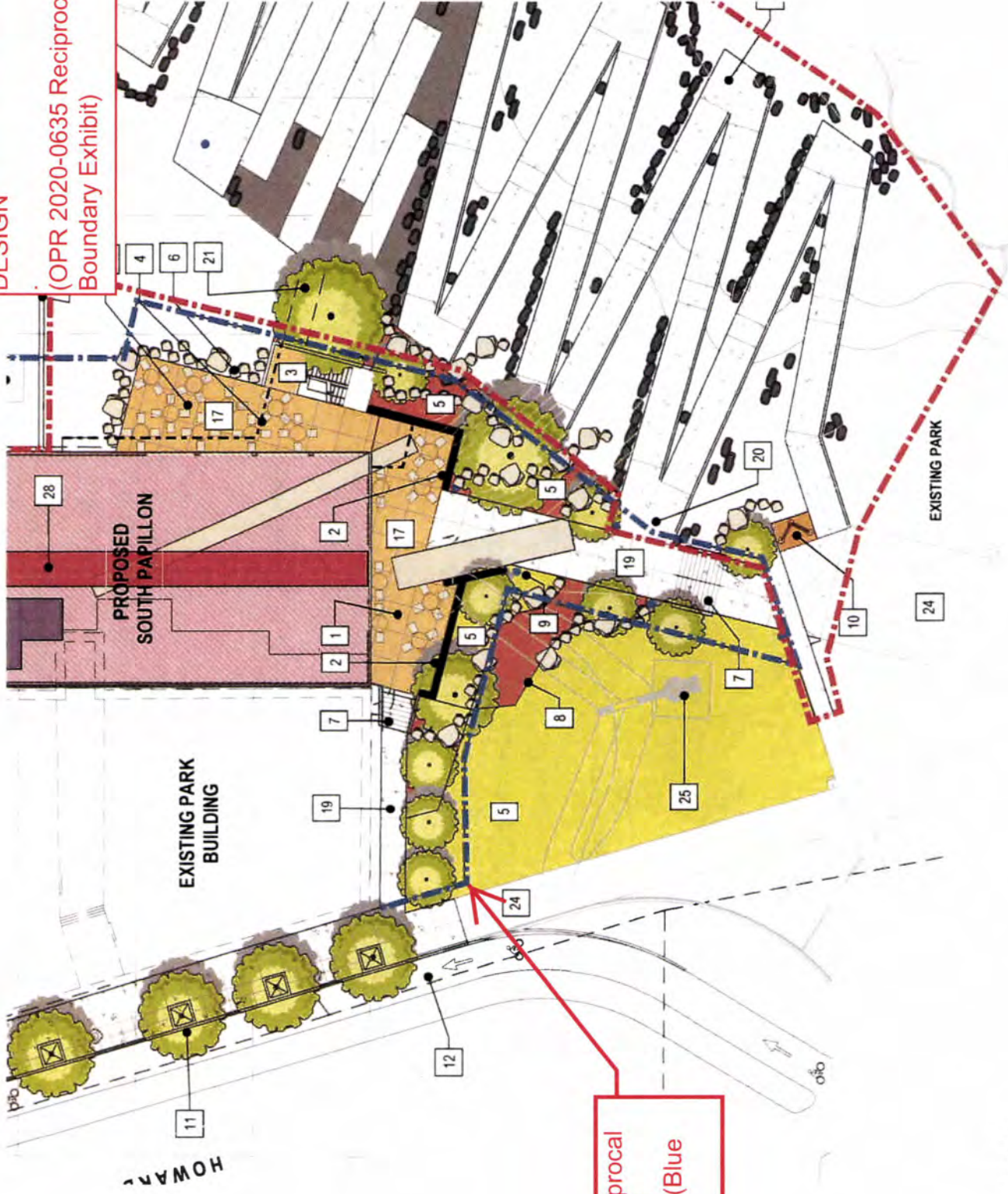


City of Spokane  
**PARKS  
& RECREATION**

Updated: 10/21/2019 3:23 PM

2020 PLAN AND SCHEMATIC  
DESIGN

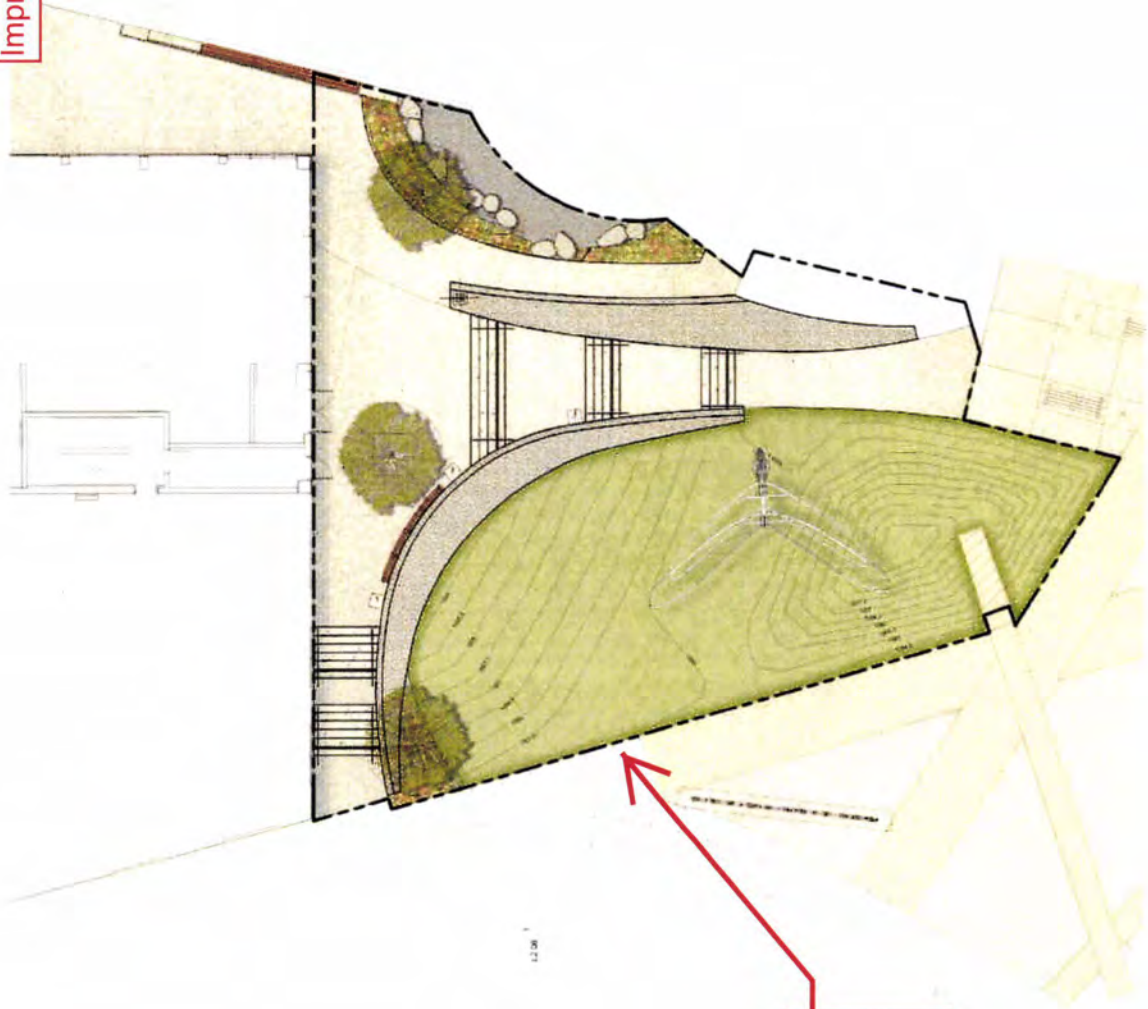
(OPR 2020-0635 Reciprocal Easement  
Boundary Exhibit)



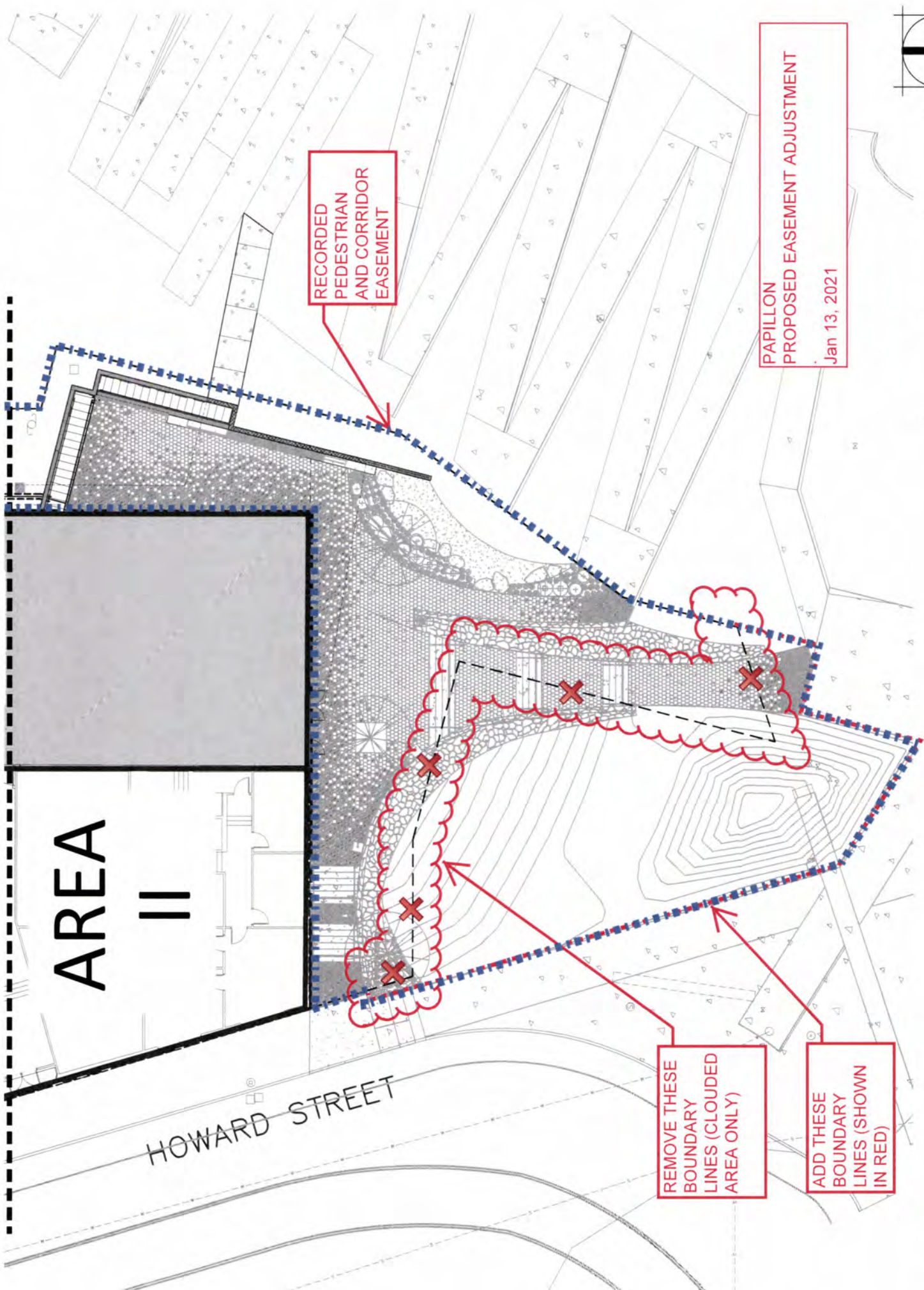
2020 Reciprocal  
Easement  
Boundary (Blue  
Line)

11 ΔN

2021 PLAN AND DESIGN  
DEVELOPMENT  
(OPR 2021-0513 Landscape  
Improvements Exhibit)



Expanded scope of  
landscape  
improvements  
(Black Line)



RECORDED  
PEDESTRIAN  
AND CORRIDOR  
EASEMENT

PAPILLON  
PROPOSED EASEMENT ADJUSTMENT  
Jan 13, 2021

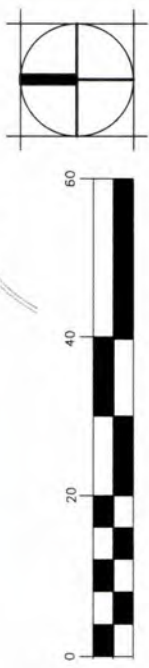
REMOVE THESE  
BOUNDARY  
LINES (CLOUDED  
AREA ONLY)

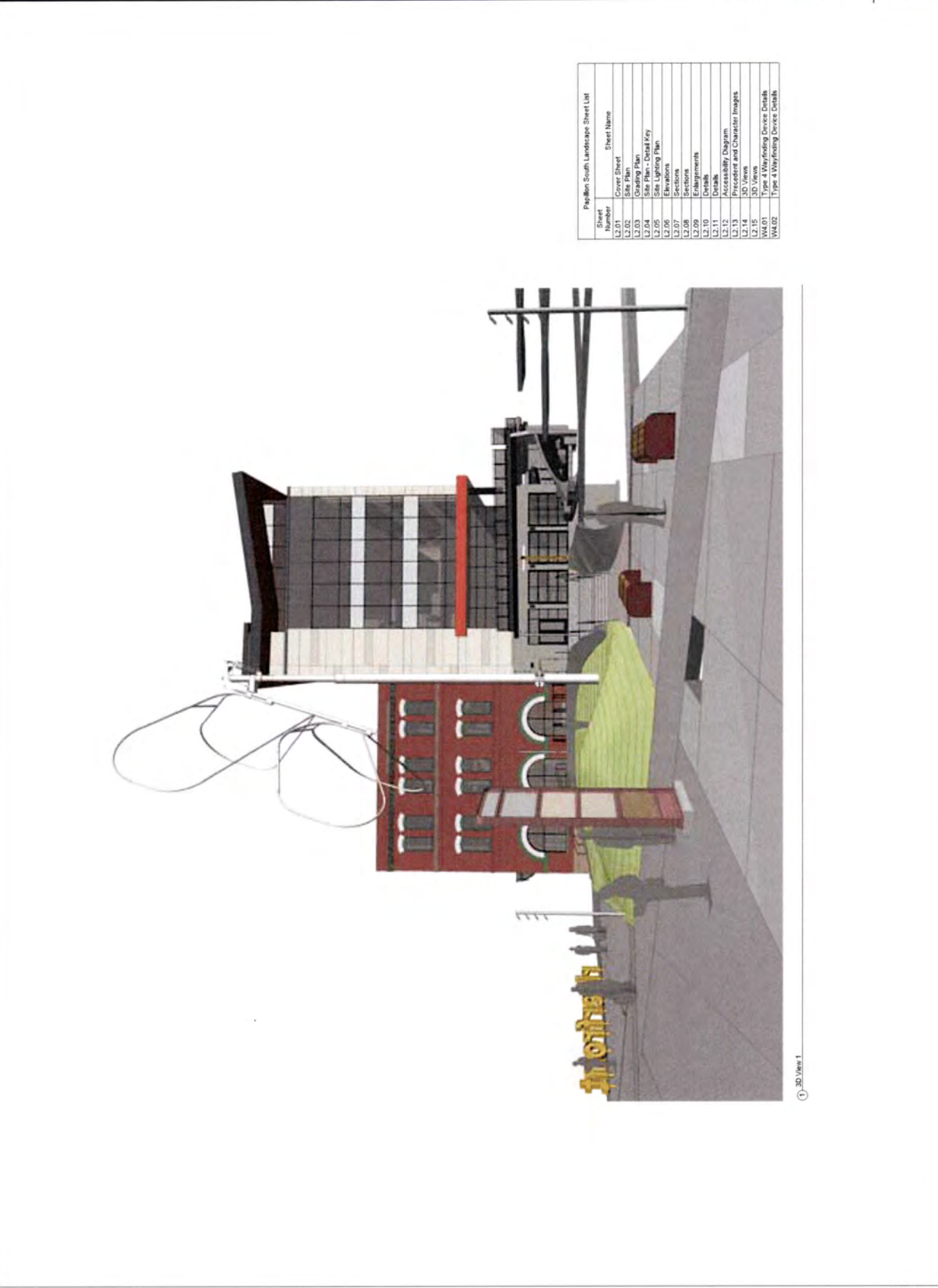
ADD THESE  
BOUNDARY  
LINES (SHOWN  
IN RED)

HOWARD STREET

AREA  
II

OVERALL

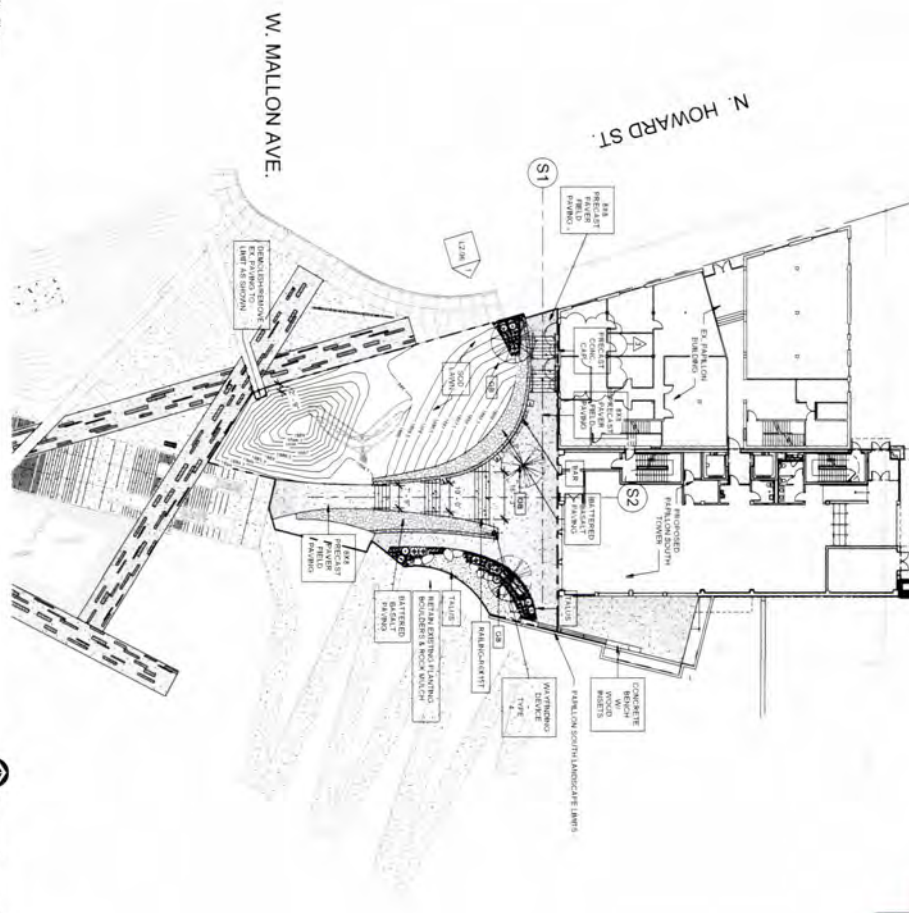




Papillon South Landscape Sheet List

Sheet Number	Sheet Name
L2.01	Cover Sheet
L2.02	Site Plan
L2.03	Grading Plan
L2.04	Site Plan - Detail Key
L2.05	Site Lighting Plan
L2.06	Elevations
L2.07	Sections
L2.08	Plantings
L2.09	Plantings
L2.10	Details
L2.11	Details
L2.12	Accessibility Diagram
L2.13	Precedent and Character Images
L2.14	3D Views
L2.15	3D Views
WA.01	Type 4 Wayfinding Device Details
WA.02	Type 4 Wayfinding Device Details





1. LANDFILL SITES  
LIMITED TO SOO LANE, NO OTHER  
PRODUCTS OR FREE PLANTING IS  
ALLOWED.
2. ALLERIE PLANTING, SOO LANE AND  
FREE PLANTING ARE REQUIRED FOR  
DEVELOPMENT OF ANY ADJUSTMENTS  
NECESSARY TO FILLING AND LANDFILL.
3. SOO LANE AND FREE PLANTING ARE  
REQUIRED TO BE MAINTAINED FOR  
SOO LANE AND FREE PLANTING.
4. SOO LANE AND FREE PLANTING ARE  
REQUIRED TO BE MAINTAINED FOR  
SOO LANE AND FREE PLANTING.
5. SOO LANE AND FREE PLANTING ARE  
REQUIRED TO BE MAINTAINED FOR  
SOO LANE AND FREE PLANTING.
6. SOO LANE AND FREE PLANTING ARE  
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REQUIRED TO BE MAINTAINED FOR  
SOO LANE AND FREE PLANTING.
8. SOO LANE AND FREE PLANTING ARE  
REQUIRED TO BE MAINTAINED FOR  
SOO LANE AND FREE PLANTING.
9. SOO LANE AND FREE PLANTING ARE  
REQUIRED TO BE MAINTAINED FOR  
SOO LANE AND FREE PLANTING.
10. SOO LANE AND FREE PLANTING ARE  
REQUIRED TO BE MAINTAINED FOR  
SOO LANE AND FREE PLANTING.

Grading Plan  
1" = 10'-0"



**BWA** Bernardo Wills  
ARCHITECTS PC

Project No: 19-06-1  
Drawn By: DS-14  
Date: 05-14-21  
**L2.0:**



Selkirk Development  
Papillon South Landscape

908 N. Howard Street  
Spokane, WA 99201

PERMIT SUBMITTAL  
MAY 18, 2021

Grading Plan

Revision Date:  
Design Revisions 08-23-21  
Plan Review Rev: 11-12-21

In Association With:

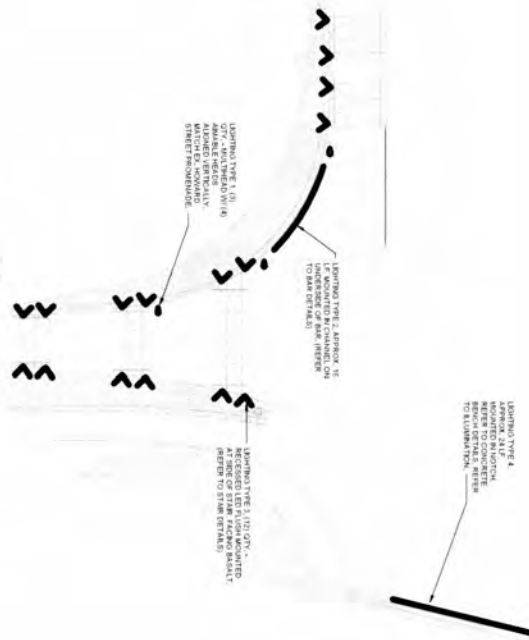
**berger**  
1807 First Alley, Ste. 2  
Spokane, WA 99201  
206.221.6877  
bergerpartnership.com



© COPYRIGHT BERNARDO WILLS ARCHITECTS PC 2012



① Lighting Plan  
T = 10'-0"



Howard St. Elevation  
1/4" = 1'-0"



**BWA** Bernardo | Wills

ARCHITECTS PC



Selkirk Development  
Papillon South Landscape

908 N. Howard Street  
Spokane, WA 99201

PERMIT SUBMITTAL  
MAY 18, 2021

Elevations

Revision Date:  
Design Revisions 06-23-21  
Plan Review Rev. 11-12-21

In Association With:

**berger**

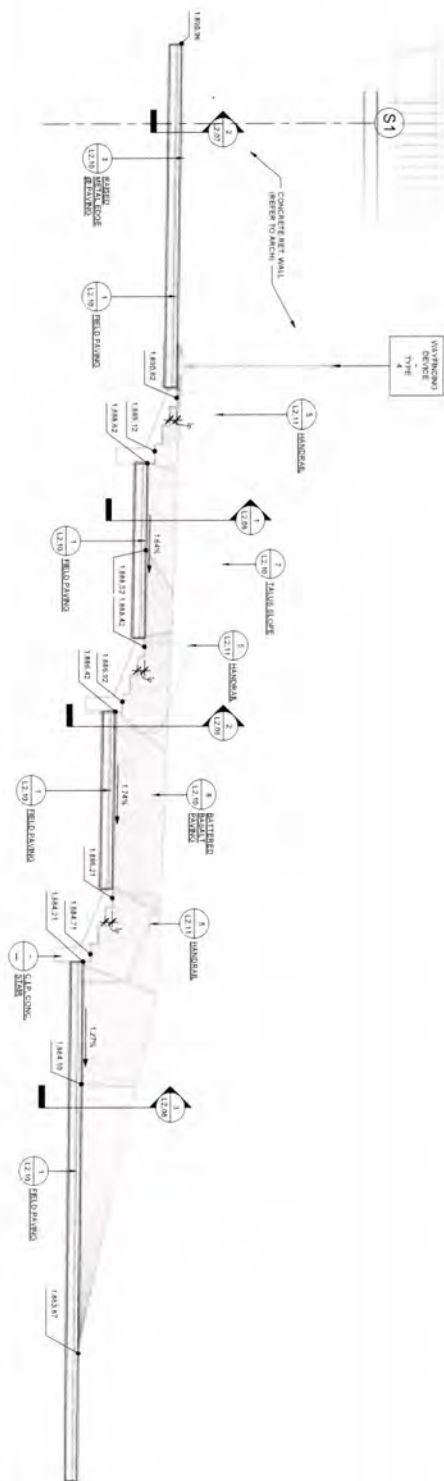
1927 First Alley, Ste. 2  
Seattle, WA 98101  
bergerpartnership.com



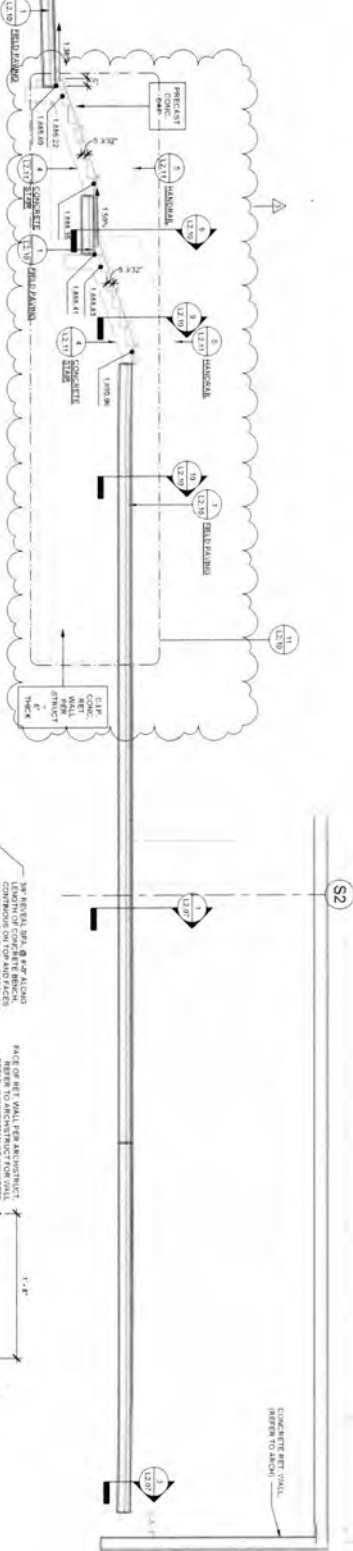
COPYRIGHT BERNARDO WILLS ARCHITECTS, PC 2012

**L2.06**  
Project No: 19-06-1  
Drawn By: OS-18  
Date: 05-18-21

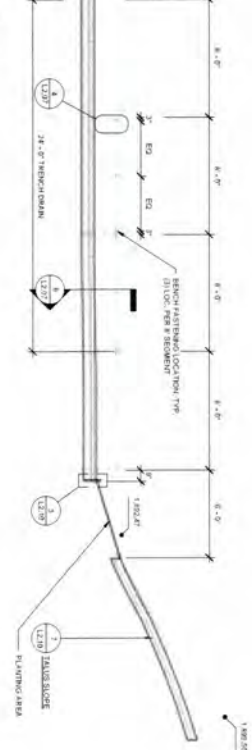
1 Section @ Grid 6  
1/4" = 1'-0"



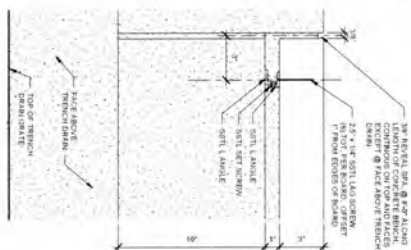
2 Section @ Grid 1  
1/4" = 1'-0"



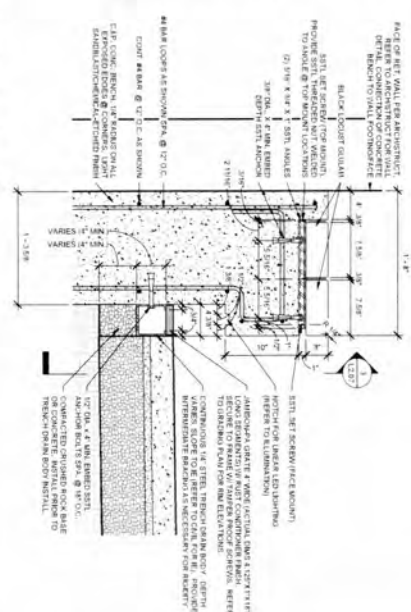
3 Concrete Retain Overall Section  
1/4" = 1'-0"



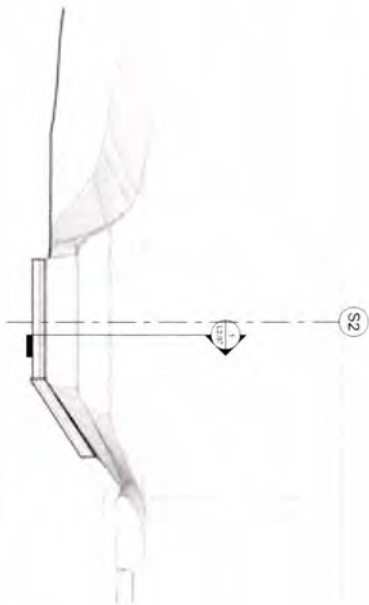
4 Retaining & Curb Detail Elevation  
3/8" = 1'-0"



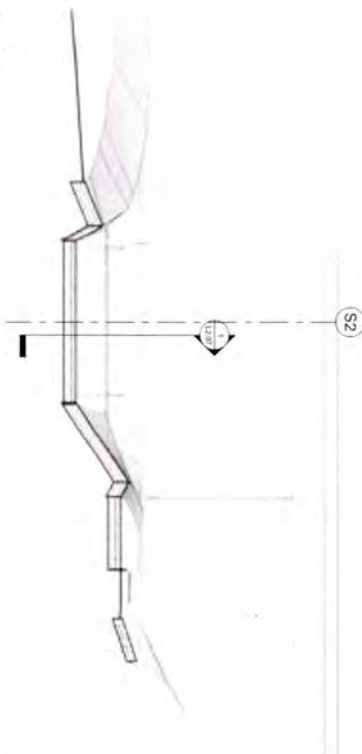
5 Concrete Retain Section @ Trench Drain  
1/2" = 1'-0"



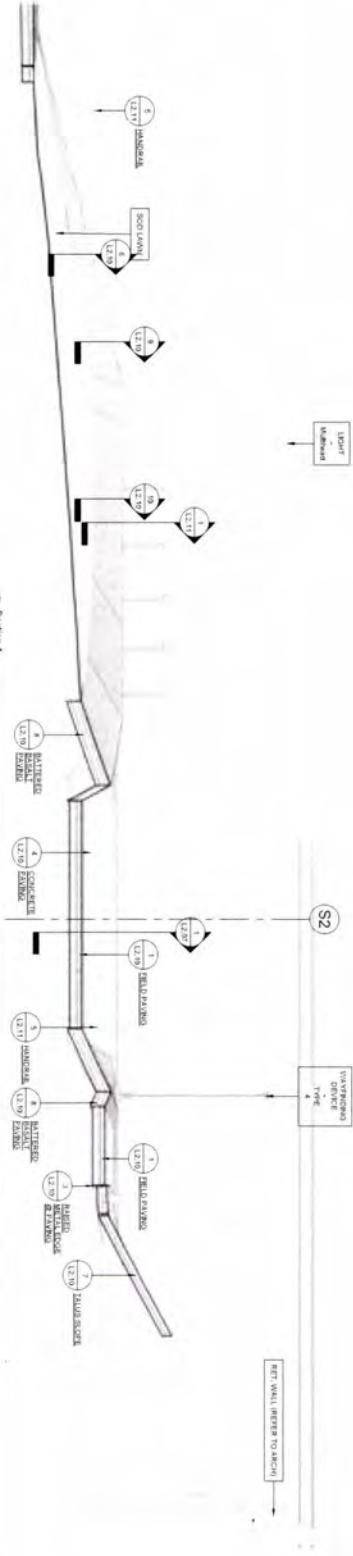
③ Section 3  
1/4" = 1'-0"



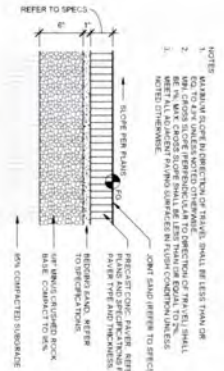
② Section 2  
1/4" = 1'-0"



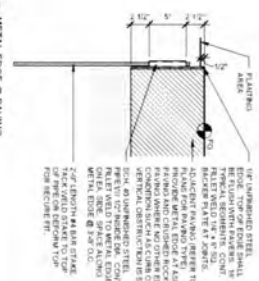
① Section 1  
1/4" = 1'-0"



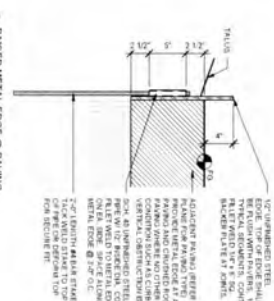




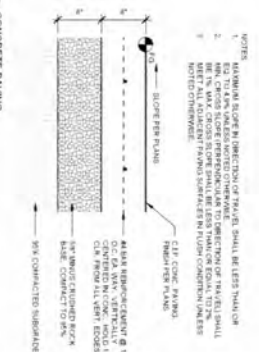
1 FIELD PAVING  
1 1/2\"/>



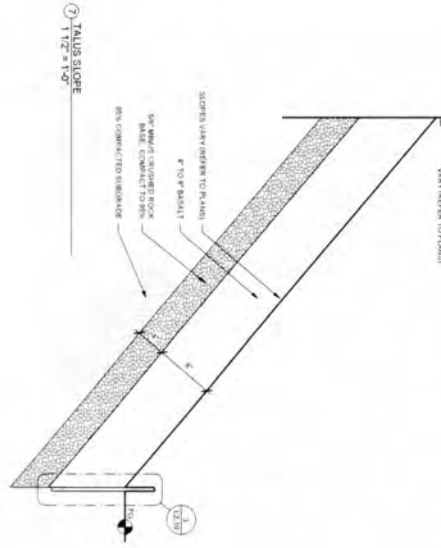
2 METAL EDGE @ PAVING  
1 1/2\"/>



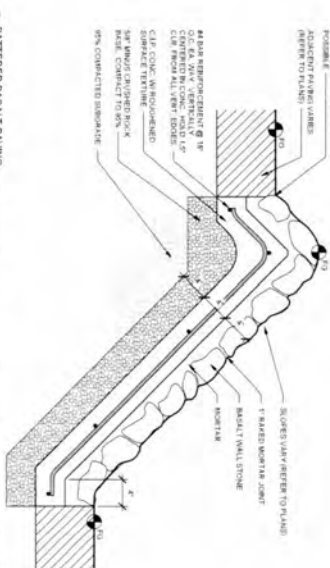
3 BASED METAL EDGE @ PAVING  
1 1/2\"/>



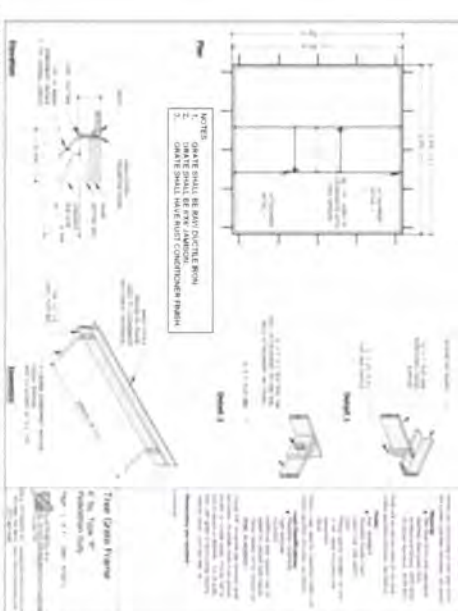
4 CONCRETE PAVING  
1 1/2\"/>



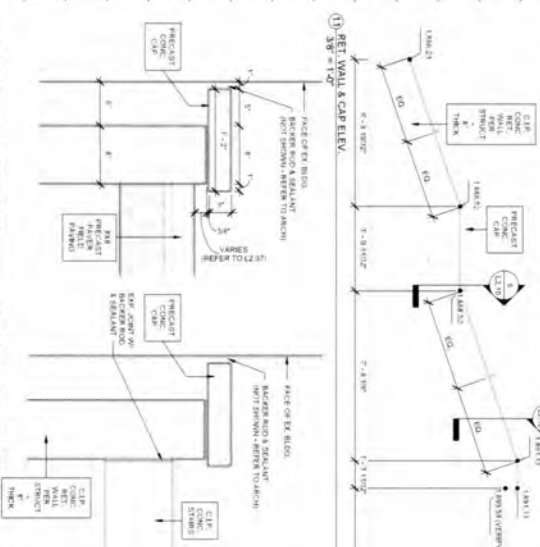
5 TALUS SLOPE  
1 1/2\"/>



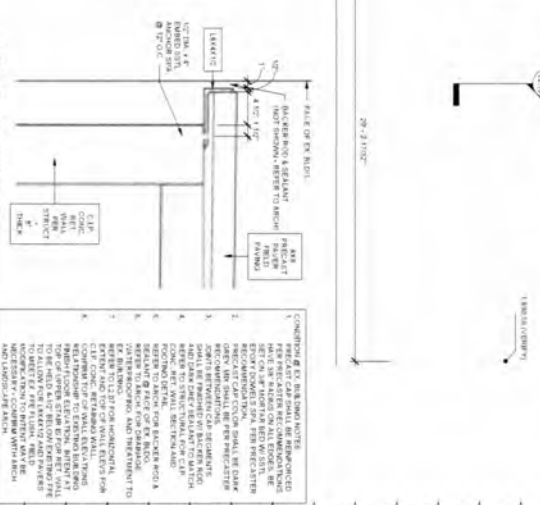
6 BATTERED BASALT PAVING  
1 1/2\"/>



7 TREE PLANT  
1 1/2\"/>



8 RET. WALL & CAP ELEV.  
1 1/2\"/>

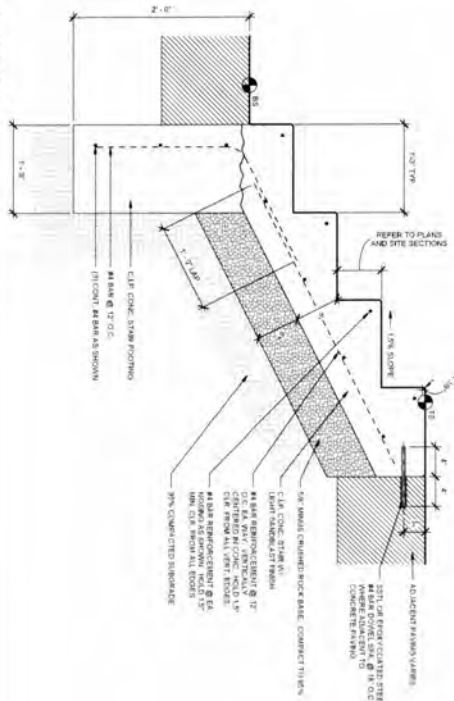


9 RET. WALL & CAP @ EX. BLDG. STAIRS  
1 1/2\"/>

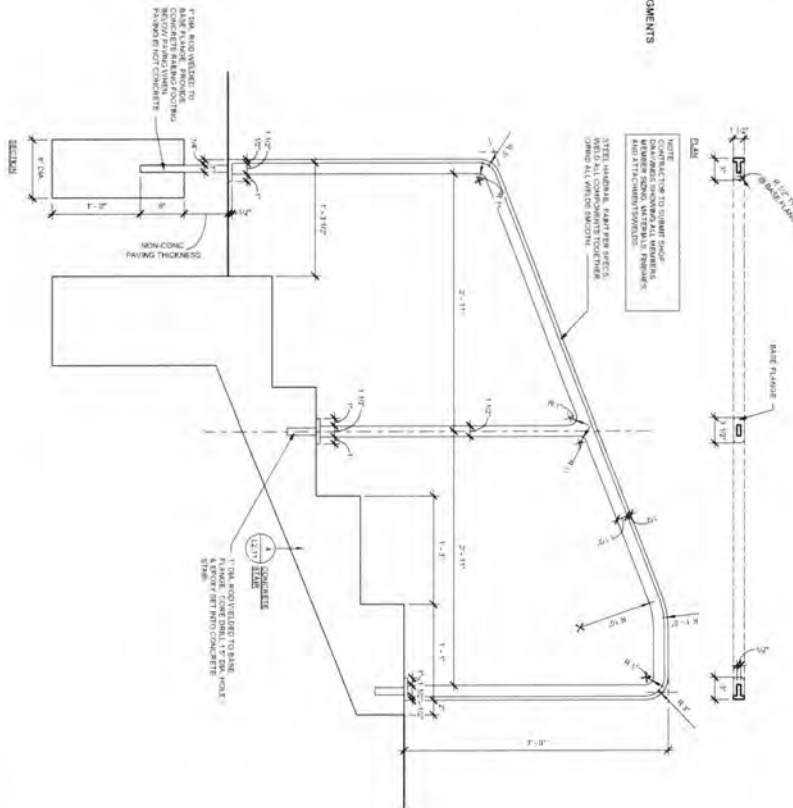


10 RET. WALL @ EX. BLDG. PAVERS  
1 1/2\"/>

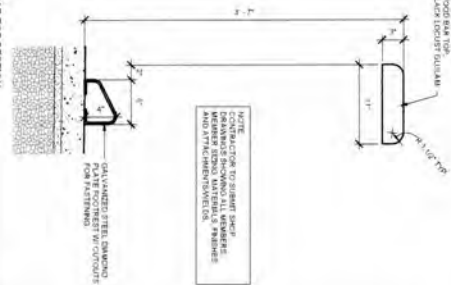
② CONCRETE STAIR  
1/2" = 1'-0"



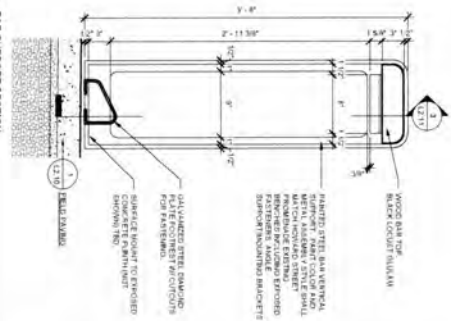
⑤ HANDRAIL  
1/2" = 1'-0"



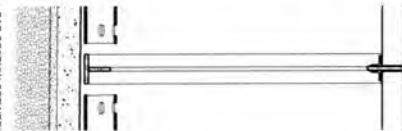
① BAR TOP SECTION  
1/2" = 1'-0"

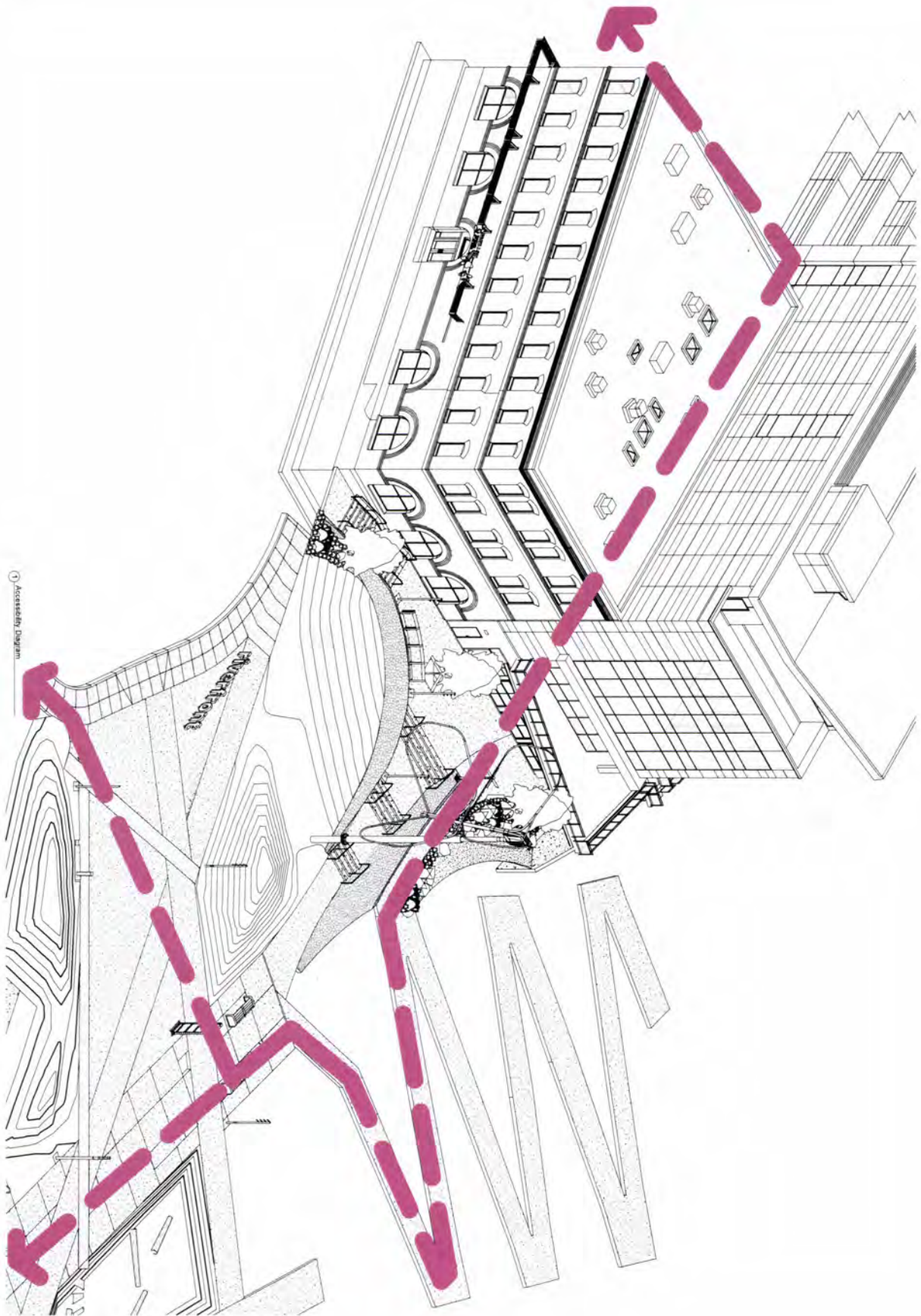


② BAR SUPPORT SECTION  
1/2" = 1'-0"



③ BAR SECTION BETWEEN SEGMENTS  
1/2" = 1'-0"





① Accessibility Diagram



PRESENT PARKER FIELD PLAZA & ADJACENT LANE



TITLE



3A



SETTLE @ HALL



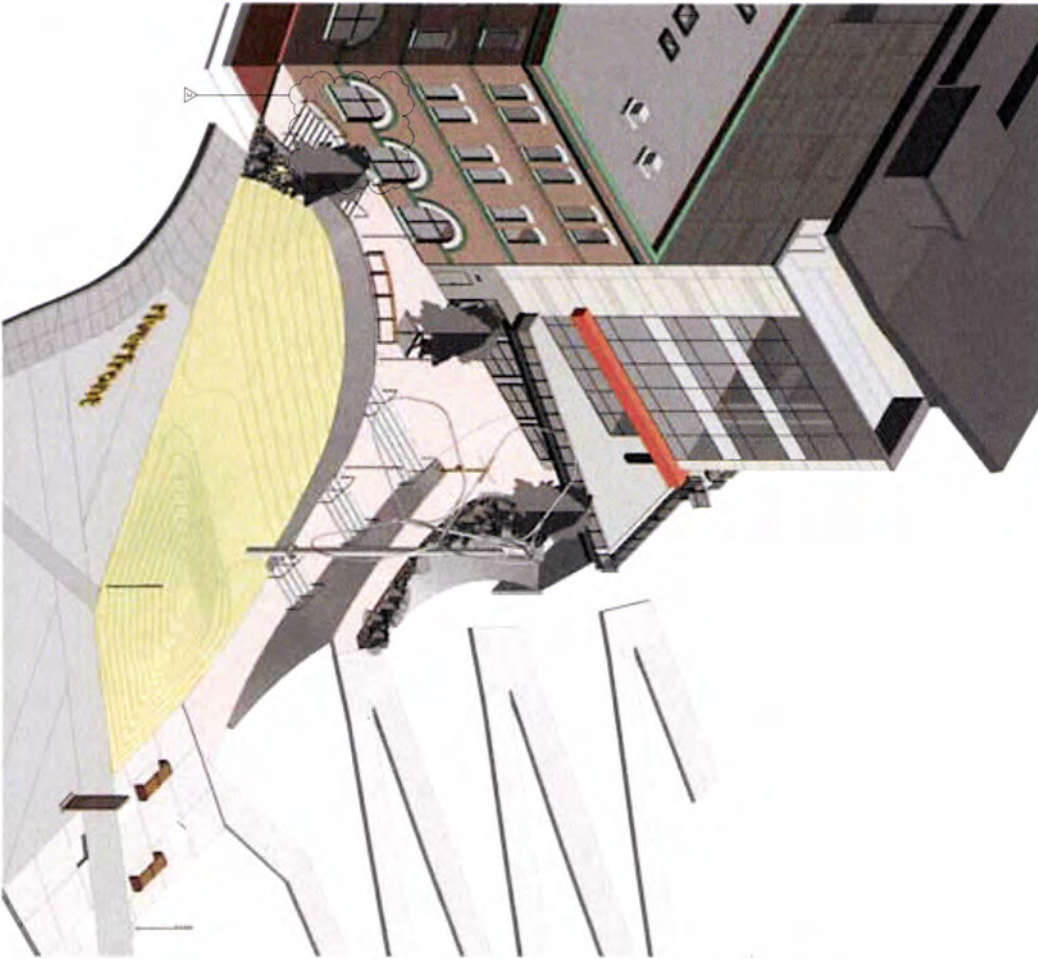
BATTERED BRICK COURTESY WALK FROM



100 STREET, 100 PARKING



1 Overall Mo



2 Grading Correction



3 Ret. Wall & Cap @ Ex. Bldg

