City of Spokane
PARKS & RECREATION

Spokane Park Board Agenda

3:30 p.m. Thursday, October 8, 2026
In-person: Council Chambers, lower-level City Hall
Webex virtual meeting: Call in: 408-418-9388; Access code: **2496 400 6724**

Park Board Members:

Bob Anderson – President
Barb Richey – Vice President
Garrett Jones – Secretary
Greta Gilman
Sally Lodato
Gerry Sperling
Doug Kelley
Lindsey Shaw
Lee Williams
Dean Davis
Greg Gordon
Paul Dillon – City Council Liaison

Agenda

1. ***Call to order / Roll call:*** Bob Anderson

2. ***Additions or deletions to the agenda***

3. ***Public comment***

4. ***Consent agenda:***
   A. Administrative/committee-level items:
      1) September 10, 2026, regular Park Board meeting minutes
      2) Claims – September 2026
      3) C & C Yard Care / Tree Planting - On Call - As Needed 1 year contract renewal / NTE $200,000 per year - Amber Ramirez

4) Delk Management LLC / Tree Planting - On Call - As Needed 1 year contract renewal / NTE $200,000 per year - Amber Ramirez
5) The F.A. Bartlett Tree Experts / Tree Planting - On Call - As Needed 1 year contract renewal / NTE $200,000 per year - Amber Ramirez
6) 2027 Riverfront Spokane Fees and Charges - Amy Lindsey
7) Doppelmayr USA Master Agreement / Numerica SkyRide parts and service (NTE $100,00/yr over 3 years) - Mike Prince
8) Equipment purchases via the Department of Ecology Air Quality Grant - not to exceed $460,000. - Carl Strong

5. ***Special guests:***
   A. None

6. ***Financial report and budget update:*** Rich Lentz

7. ***Special discussion / Action items:***
   A. Special action items:
      1) A joint resolution with Council and the Park board urging inclusion of the Thorpe Rd. TLT property in the Governor's budget – Garrett Jones

   B. Special discussion items:
      1) Franklin Park & Madison Elementary Project Overview – Nick Hamad

8. ***Committee reports / Action items:***

   Urban Forestry Tree Committee: September 29, 2026 – Lindsey Shaw
   A. Action items: Three of three action items are presented on the consent agenda.

   Land Committee: The September 30, 2026, meeting was canceled. – Greta Gilman
   A. Action items: None

   Recreation Committee: The September 30, 2026, meeting was canceled – Sally Lodato
   A. Action items: None

   Riverfront Park Committee: October 5, 2026 – Gerry Sperling
   A. Action items: Two of three items are presented on the consent agenda.
      1) Jonas Ticketing Inc. contract amendment / Attraction Management Software ($16,093.80 plus applicable taxes) – Vanessa Esparza

   Golf Committee: October 6, 2026 – Barb Richey
   A. Action items:
      1) Kyle Kelly dba 2ks Golf Management / The Creek at Qualchan Golf Professional contract / over $50,000 – Mark Poirier

   Finance Committee: October 6, 2026 – Bob Anderson
   A. Action items: One of three items are presented on the consent agenda.
      1) Parks and Golf 2027 Budget Proposal - Rich Lentz

2) Buell Recreation, LLC. / Westgate Park Playground Equipment Purchase ($119,896.59) – Heather Smith

Development & Volunteer Committee: The DVC does not meet in October. – Lee Williams

A. Action items: None

9. ***Reports:***
   A. President – Bob Anderson

   B. Liaisons:
      1) Conservation Futures – Doug Kelley
      2) Parks Foundation – Lindsey Shaw
      3) City Council – Paul Dillon

   C. Director – Garrett Jones

10. ***Executive session:***
    A. None

11. ***Correspondence:***
    A. None

12. ***Adjournment***

13. ***Meeting dates:***
    A. Committee Meetings:

Urban Forestry Tree Committee: 4:15 p.m. November 3, 2026, Finch Arboretum Woodland Center and virtually via Webex.

Land Committee: 3:30 p.m. November 4, 2026, Finch Arboretum Woodland Center and virtually via Webex.

Recreation Committee: 2:15 p.m. November 4, 2026, Finch Arboretum Woodland Center and virtually via Webex.

Riverfront Park Committee: 4:30 p.m. November 9, 2026, Riverfront Park Pavilion conference room and virtually via Webex.

Golf Committee: 8:00 a.m. November 10, 2026, Finch Arboretum Woodland Center and virtually via Webex.

Finance Committee: 3:00 p.m. November 10, 2026, Finch Arboretum Woodland Center and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. November 11, 2026, Finch Arboretum Woodland Center and virtually via Webex.

B. Park Board meeting: 3:30 p.m. November 12, 2026, 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 Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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CITY OF SPOKANE PARK AND RECREATION DIVISION
SEPTEMBER 2026 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - October 8, 2026

PARKS & RECREATION:			
	SALARIES & WAGES	$	1,333,725.54
	MAINTENANCE & OPERATIONS	$	404,719.29
	CAPITAL OUTLAY		
	DEBT SERVICE PAYMENTS	$	-
	PARK CUMULATIVE RESERVE FUND	$	500,529.63
RFP BOND 2015 IMPROVEMENTS:			
	CAPITAL OUTLAY	$	-
GOLF:			
	SALARIES & WAGES	$	221,253.76
	MAINTENANCE & OPERATIONS	$	548,719.15
	CAPITAL OUTLAY	$	13,022.76
	DEBT SERVICE PAYMENTS	$	-
	TOTAL EXPENDITURES:	**$**	**3,021,970.13**

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Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	UFTC	**Committee meeting date**: 9/29/2026	
Requester	Amber Ramirez	**Phone number**: 509-363-5499	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◯ New ◉ Renewal/ext. ◯ Lease ◯ Amendment/change order ◯ Other		
City Clerks file (OPR or policy #)	OPR 2024-1033		
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goal A, Obj. 2	**Master Plan Priority Tier**: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	C & C Yard Care / Tree Planting - On Call - As Needed 1 year contract renewal / NTE $200,000 per year		
Begin/end dates	Begins: 10/15/2026	Ends: 10/15/2027	☐ 06/01/2525

Background/history:

On September 2023, the U.S. Department of Agriculture announced a $6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to plant trees in areas of Spokane that have the most need for canopy cover, to replace dead trees that have been removed and create equitable access to the benefits that trees provide. Trees will be planted as park trees, street trees and on public properties such as schools.

Motion wording:

Motion to approve C & C Yard Care / Tree Planting - On Call - As Needed 1 year contract renewal / NTE $200,000 per year

Approvals/signatures outside Parks: ◉ Yes ◯ No

If so, who/what department, agency or company: C & C Yard Care

Name: Chris Corigliano Email address: chrisc@candcyardcare.com Phone: 509-999-4415

Distribution:

Parks – Accounting
Parks – Sarah Deatrich
Requester: Amber Ramirez
Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ◯ **Revenue**

Amount:	Budget code:
200,000	Expense: 1390-95855-76903-54201
200,000	Revenue: 1390-95855-76903-33310

Vendor: ◉ Existing vendor ◯ New vendor

Supporting documents:

- ☑ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the City's A&E Roster - City of Spokane
- ☐ UBI: Business license expiration date:
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☑ Insurance Certificate (min. $1 million in General Liability)

City Clerk's No. OPR 2024-1033

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

CONTRACT AMENDMENT AND RENEWAL
1 of 2

Title: TREE PLANTING – ON CALL – AS NEEDED

THIS CONTRACT AMENDMENT-RENEWAL is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, a Washington municipal corporation (the "City"), and **C & C YARD CARE, INC.,** whose address is 5210 North Florida Street, Spokane, Washington, 99217 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Agreement, as described below, wherein the Contractor agreed to provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department (the "Agreement"); and

WHEREAS, the initial Agreement provided for two (2) additional one-year renewals, with this being the first of those renewals; and

WHEREAS, a correction to the original Agreement is required to add applicable federal Agreement provisions required by 2 CFR 200.327 and Appendix II to Part 200; requiring the original Agreement to be formally amended by this written document.

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

1. CONTRACT DOCUMENTS.
The original Agreement, dated November 21, 2024 and November 22, 2024, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment-Renewal shall become effective on November 14, 2026, and shall run through November 13, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS** (**$200,000.00**), plus applicable sales tax, and in accordance with the Pricing Response in Exhibit C from the original Agreement, for everything furnished and done under this Contract Amendment-Renewal. This is the maximum amount to be paid under this Agreement Amendment-Renewal, and shall not be exceeded without the prior written authorization of the

City, memorialized with the same formality as the original Agreement and this Contract Amendment-Renewal document.

4. INCORPORATION.
Effective as of the date of this Contract Amendment-Renewal, the terms set forth herein are incorporated and made part of the Agreement. Except as expressly modified by this Contract Amendment-Renewal, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Contract Amendment-Renewal and the Agreement, this Amendment controls. For drafting purposes, the Contract Amendment-Renewal and the Agreement together shall be referenced as the "Agreement."

5. REMEDIES.
If Contractor fails to comply with any term or condition of this Agreement, the City may, in addition to any other remedies available at law or under this Agreement, require correction of the noncompliance; withhold payment for work not properly performed; recover amounts paid for defective or nonconforming work; assess damages or other sanctions authorized by this Agreement or applicable law; and pursue any other administrative, contractual, or legal remedy available to the City. Either Party's exercise of any remedy shall not limit its right to pursue other remedies available at law or under this Agreement. In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

6. TERMINATION FOR CAUSE AND CONVENIENCE
In accordance with 2 CFR 200.338 and 200.339, the City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FEMA guidelines, policies or directives as may become applicable at any time;
b. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
c. Ineffective or improper use of funds provided under this Agreement; or
d. Submission by the Contractor to the City reports that are incorrect or incomplete in any material respect.
e. In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the City or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.
f. If the Agreement is terminated or partially terminated, both the City and Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, City shall report any terminations for the Contractor's material failure

to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the Office of Management and Budget ("OMB") designated integrity and performance system accessible through the System for Award Management (currently FAPIIS) as required under 2 CFR 200.340.

7. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such

other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

i. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

j. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

k. The applicant further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal.

8. DAVIS BACON ACT.

Compliance with the Davis-Bacon Act.

a. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the

Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

9. COPELAND ANTI-KICKBACK ACT.

Compliance with the Copeland "Anti-Kickback" Act.

a. **Contractor**. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

b. **Subcontracts**. The Contractor or qualified subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

c. **Breach**. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

a. **Overtime requirements**. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b**.** **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of Twenty-Seven Dollars ($27) each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c**.** **Withholding for unpaid wages and liquidated damages**. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal Agreement with the same prime contractor, or any other federally-assisted Agreement subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The Contractor agrees to report each violation to the City and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA**.**

12. FEDERAL WATER POLLUTION CONTROL ACT.

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
b. The Contractor agrees to report each violation to the City and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA).

13. DEBARMENT AND SUSPENSION.

a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. LOBBYING.

The Contractor hereby certifies that:
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement; and
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. By signing this document, the Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

By signing this document, the Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

15. PROCUREMENT OF RECOVERED MATERIALS.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

b. Meeting Agreement performance requirements; or
c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. ACCESS TO RECORDS.
The following access to records requirements apply to this Agreement:

a. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
b. The Contractor agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
c. The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
d. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.
The Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.
This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal low, regulations, executive orders, FEMA policies, procedures, and directives.

19. NO OBLIGATION BY FEDERAL GOVERNMENT.
The Federal Government is not a Party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other Party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
The Contractor acknowledges that 31 U.S. Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

21. CONTRACTOR VERIFICATION AND CERTIFICATION.

The Contractor's authorized representative shall complete the selections below. By signing this Amendment, the Contractor certifies, to the best of its knowledge after reasonable inquiry, that each selected statement is true for work performed under the Agreement through the date of signature and that it will comply with applicable requirements for remaining work. The Contractor shall disclose any exception in writing to the City.

Contract Work Hours and Safety Standards Act (Please elect one):

☐ Covered mechanics or laborers performed work, and the Contractor has complied with Section 3.A and will continue to comply.

☐ No mechanics or laborers performed covered work; explain:

_____

Clean Air Act and Federal Water Pollution Control Act (Please Select One):

By executing this Agreement, the Contractor verifies that work under the Agreement has complied with applicable requirements of both Acts.

Removal and disposal status:

☐ Removal or disposal occurred under the Agreement and complied with applicable requirements.

☐ No removal or disposal occurred under the Agreement. If either statement requires qualification, attach an explanation.

Byrd Anti-Lobbying Amendment:

By executing this Agreement, the Contractor certifies that no federal appropriated funds have been or will be used for lobbying prohibited by 31 U.S.C. § 1352. If non-federal funds were or will be used for covered lobbying, Standard Form LLL must be submitted to the City.

22. 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.

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

C & C YARD CARE, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name

Title	Title

Attest: City Clerk	Approved as to form: Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A – Certification Regarding Debarment

26-264c

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: C & C YARD CARE, INC.

Business name: C & C YARD CARE

Entity type: Profit Corporation

UBI #: 601-907-479

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5210 N FLORIDA ST
SPOKANE WA 99217-6710

Mailing address: PO BOX 18768
SPOKANE WA 99228-0768

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
Cheney General Business - Non-Resident	BUS2019-053			Active	Oct-31-2026	Jul-01-2019
Minor Work Permit				Active	Oct-31-2026	Jun-05-2018
Nursery Retail Plant Seller/Installer				Active	Oct-31-2026	Nov-17-2021
Spokane General Business	T12045428BUS			Active	Oct-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident	01108			Active	Oct-31-2026	Feb-11-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CORIGLIANO, CHRIS	
CORIGLIANO, JENNIFER	

The Business Lookup information is updated nightly. Search date and time: 9/24/2026 1:28:14 PM

C&CYARD-01 TDIVYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2026

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	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 : Middlesex Insurance Company	23434
INSURED	INSURER B :	
C & C Yard Care Inc. 5210 N. Florida Street Spokane, WA 99217-6710	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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	A0187061	12/21/2025	12/21/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						**WA STOP GAP**	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	A0187061	12/21/2025	12/21/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X		A0187061	12/21/2025	12/21/2026	AGGREGATE	$ 1,000,000
	[ ] DED [X] RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**Pesticide/Herbicide**			A0187061	12/21/2025	12/21/2026	**Aggregate**	**2,000,000**
A	**Rented/Leased Equip**			A0187061	12/21/2025	12/21/2026	**Any One Item/Occurre**	**100,000**

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

RE: All Operations.

City of Spokane is included as an additional insured, Coverage is Primary and non-contributory and Waiver of Subrogation applies per the attached forms/endorsements. Per Project Aggregate applies to General Liability policy, per attached forms/endorsements.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Return to Agenda

Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	UFTC	**Committee meeting date**: 9/29/2026	
Requester	Amber Ramirez	**Phone number**: 509-363-5499	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◯ New ◉ Renewal/ext. ◯ Lease ◯ Amendment/change order ◯ Other		
City Clerks file (OPR or policy #)	OPR 2024-0911		
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goal A, Obj. 2	**Master Plan Priority Tier**: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Delk Management LLC / Tree Planting - On Call - As Needed 1 year contract renewal / NTE $200,000 per year		
Begin/end dates	Begins: 10/15/2026	Ends: 10/15/2027	☐ 06/01/2525

Background/history:

On September 2023, the U.S. Department of Agriculture announced a $6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to plant trees in areas of Spokane that have the most need for canopy cover, to replace dead trees that have been removed and create equitable access to the benefits that trees provide. Trees will be planted as park trees, street trees and on public properties such as schools.

Motion wording:

Motion to approve Delk Management LLC / Tree Planting - On Call - As Needed 1 year contract renewal / NTE $200,000 per year

Approvals/signatures outside Parks: ◉ Yes ◯ No

If so, who/what department, agency or company: Delk Management LLC

Name: Rob Saty Email address: rob@delkmanagement.com Phone: 509-863-2922

Distribution:

Parks – Accounting
Parks – Sarah Deatrich
Requester: Amber Ramirez
Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ◯ **Revenue**

Amount:	Budget code:
200,000	Expense: 1390-95855-76903-54201
200,000	Revenue: 1390-95855-76903-33310

Vendor: ◉ Existing vendor ◯ New vendor

Supporting documents:

- ☑ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the City's A&E Roster - City of Spokane
- ☐ UBI: Business license expiration date:
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☑ Insurance Certificate (min. $1 million in General Liability)

City Clerk's No. OPR 2024-0911

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

CONTRACT AMENDMENT-RENEWAL
1 of 2

Title: TREE PLANTING – ON CALL – AS NEEDED

This Contract Amendment-Renewal is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, a Washington municipal corporation (the "City"), and **DELK MANAGEMENT, LLC,** whose address is P.O. Box 1026, Otis Orchards, Washington, 99027 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Agreement, as described below, wherein the Contractor agreed to provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department (the "Agreement"); and

WHEREAS, the initial Agreement provided for two (2) additional one-year renewals, with this being the first of those renewals; and

WHEREAS, a correction to the original Agreement is required to add applicable federal Agreement provisions required by 2 CFR 200.327 and Appendix II to Part 200; requiring the original Agreement to be formally amended by this written document.

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

1. CONTRACT DOCUMENTS.
The original Agreement, dated October 17, 2024, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment-Renewal shall become effective on October 15, 2026, and shall run through October 14, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS** (**$200,000.00**), plus applicable sales tax, and in accordance with the Pricing Response in Exhibit C from the original Agreement, for everything furnished and done under this Contract Amendment-Renewal. This is the maximum amount to be paid under this Contract Renewal, and shall not be exceeded without the prior written authorization of the City,

memorialized with the same formality as the original Agreement and this Contract Amendment-Renewal document.

4. INCORPORATION.
Effective as of the date of this Contract Amendment-Renewal, the terms set forth herein are incorporated and made part of the Agreement. Except as expressly modified by this Contract Amendment-Renewal, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Contract Amendment-Renewal and the Agreement, this Amendment controls. For drafting purposes, the Contract Amendment-Renewal and the Contract together shall be referenced as the "Agreement."

5. REMEDIES.
If Contractor fails to comply with any term or condition of this Agreement, the City may, in addition to any other remedies available at law or under this Agreement, require correction of the noncompliance; withhold payment for work not properly performed; recover amounts paid for defective or nonconforming work; assess damages or other sanctions authorized by this Agreement or applicable law; and pursue any other administrative, contractual, or legal remedy available to the City. Either Party's exercise of any remedy shall not limit its right to pursue other remedies available at law or under this Agreement. In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate

6. TERMINATION FOR CAUSE AND CONVENIENCE.
In accordance with 2 CFR 200.338 and 200.339, the City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FEMA guidelines, policies or directives as may become applicable at any time;
b. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
c. Ineffective or improper use of funds provided under this Agreement; or
d. Submission by the Contractor to the City reports that are incorrect or incomplete in any material respect.
e. In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the City or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.
f. If the Agreement is terminated or partially terminated, both the City and Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

In addition, City shall report any terminations for the Contractor's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the Office of Management and Budget ("OMB") designated integrity and performance system accessible through the System for Award Management (currently FAPIIS) as required under 2 CFR 200.340.

7. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

i. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

j. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

k. The applicant further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal.

8. DAVIS BACON ACT.

Compliance with the Davis-Bacon Act.

a. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

9. COPELAND ANTI-KICKBACK ACT.

Compliance with the Copeland "Anti-Kickback" Act.

a. **Contractor**. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

b. **Subcontracts**. The Contractor or qualified subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

c. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

a. **Overtime requirements**. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of Twenty-Seven Dollars ($27) each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. **Withholding for unpaid wages and liquidated damages.** The (**write in the name of the Federal agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted Agreement subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section..

d. **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

12. FEDERAL WATER POLLUTION CONTROL ACT.

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
b. The contractor agrees to report each violation to the City and understands and agrees that the contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA).

13. DEBARMENT AND SUSPENSION.

a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by **(insert name of recipient/subrecipient/applicant**). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

14. LOBBYING.

The Contractor hereby certifies that:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing this document, the Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

15. PROCUREMENT OF RECOVERED MATERIALS.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency (“EPA”) designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

b. Meeting Agreement performance requirements; or

c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program. .

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. ACCESS TO RECORDS.

The following access to records requirements apply to this Agreement:

a. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.

The Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal low, regulations, executive orders, FEMA policies, procedures, and directives.

19. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a Party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other Party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S. Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

21. CONTRACTOR VERIFICATION AND CERTIFICATION.

The Contractor's authorized representative shall complete the selections below. By signing this Amendment, the Contractor certifies, to the best of its knowledge after reasonable inquiry, that each selected statement is true for work performed under the Agreement through the date of

signature and that it will comply with applicable requirements for remaining work. The Contractor shall disclose any exception in writing to the City.

Contract Work Hours and Safety Standards Act (Please elect one):

☐ Covered mechanics or laborers performed work, and the Contractor has complied with Section 3.A and will continue to comply.

☐ No mechanics or laborers performed covered work; explain:

_____

Clean Air Act and Federal Water Pollution Control Act (Please Select One):

By executing this Agreement, the Contractor verifies that work under the Agreement has complied with applicable requirements of both Acts.

Removal and disposal status:

☐ Removal or disposal occurred under the Agreement and complied with applicable requirements.

☐ No removal or disposal occurred under the Agreement. If either statement requires qualification, attach an explanation.

Byrd Anti-Lobbying Amendment:

By executing this Agreement, the Contractor certifies that no federal appropriated funds have been or will be used for lobbying prohibited by 31 U.S.C. § 1352. If non-federal funds were or will be used for covered lobbying, Standard Form LLL must be submitted to the City. The City may substitute its standard contractor declaration for this certification if Legal requires it.

22. 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.

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

DELK MANAGEMENT, LLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest: _____ City Clerk	Approved as to form: _____ Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A – Certification Regarding Debarment

26-265b

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: DELK MANAGEMENT LLC

Business name: DELK MANAGEMENT LLC DBA DELK

Entity type: Limited Liability Company

UBI #: 603-121-565

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6206 N HARVARD RD
NEWMAN LAKE WA 99025-8545

Mailing address: PO BOX 1026
OTIS ORCHARDS WA 99027-1026

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Asotin County General Business - Non-Resident				Active	Jun-30-2027	Jun-30-2023
Cheney General Business - Non-Resident				Active	Jun-30-2027	Jul-06-2023
Colville General Business - Non-Resident				Active	Jun-30-2027	Jun-30-2023
Deer Park General Business - Non-Resident				Active	Jun-30-2027	Jun-23-2025
Liberty Lake General Business - Non-Resident				Active	Jun-30-2027	Jun-26-2013
Minor Work Permit				Active	Apr-30-2027	Apr-09-2026
Nursery Retail Plant Seller/Installer				Active	Jun-30-2027	Mar-02-2023
Pullman General Business - Non-Resident				Active	Jun-30-2027	Jun-30-2023
Republic General Business - Non-Resident				Active	Jun-30-2027	Jul-10-2023
Ritzville General Business - Non-Resident				Active	Jun-30-2027	Jun-30-2023

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business - Non-Resident				Active	Jun-30-2027	Jun-24-2013
Spokane Valley General Business - Non-Resident				Active	Jun-30-2027	Jun-17-2011

Owners and officers on file with the Department of Revenue

Owners and officers	Title
THORPE, COREY	Manager

Registered Trade Names

Registered trade names	Status	First issued
DELK OUTDOORS	Active	Jun-30-2023

The Business Lookup information is updated nightly. Search date and time: 9/24/2026 1:31:06 PM

Contact us

How are we doing?
Take our survey!

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

DELKMAN-01 KBLAKE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2026

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

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

PRODUCER	CONTACT NAME: Katie Blake
Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	PHONE (A/C, No, Ext): (509) 462-7892 FAX (A/C, No): E-MAIL ADDRESS: katie.blake@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Mutual Insurance Company	15377
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Delk Management LLC
PO Box 1026
Otis Orchards, WA 99027-1026

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	0001707975	3/31/2026	3/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	0001709314	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	0001716660	3/31/2026	3/31/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001707975	3/31/2026	3/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Spokane is included as an Additional Insured on the General Liability and Auto Liability. Coverage is provided on a primary basis and is non-contributory on the GL and AL policies. All policies include a waiver of subrogation.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Return to Agenda

Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	UFTC	**Committee meeting date**: 9/29/2026	
Requester	Amber Ramirez	**Phone number**: 509-363-5499	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◯ New ◉ Renewal/ext. ◯ Lease ◯ Amendment/change order ◯ Other		
City Clerks file (OPR or policy #)	OPR 2024-0901		
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goal A, Obj. 2	**Master Plan Priority Tier**: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	The F.A. Bartlett Tree Experts / Tree Planting - On Call - As Needed 1 year contract renewal / NTE $200,000 per year		
Begin/end dates	Begins: 10/15/2026	Ends: 10/15/2027	☐ 06/01/2525

Background/history:

On September 2023, the U.S. Department of Agriculture announced a $6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to plant trees in areas of Spokane that have the most need for canopy cover, to replace dead trees that have been removed and create equitable access to the benefits that trees provide. Trees will be planted as park trees, street trees and on public properties such as schools.

Motion wording:

Motion to approve The F.A. Bartlett Tree Experts / Tree Planting - On Call - As Needed 1 year contract renewal / NTE $200,000 per year

Approvals/signatures outside Parks: ◉ Yes ◯ No

If so, who/what department, agency or company: The F.A. Barltett Tree Care Experts

Name: Lori-Ann Scott Email address: lscott@Bartlett.com Phone: 509-892-0110

Distribution:

Parks – Accounting
Parks – Sarah Deatrich
Requester: Amber Ramirez
Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ◯ **Revenue**

Amount:	Budget code:
200,000	Expense: 1390-95855-76903-54201
200,000	Revenue: 1390-95855-76903-33310

Vendor: ◉ Existing vendor ◯ New vendor

Supporting documents:

- ☑ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the City's A&E Roster - City of Spokane
- ☐ UBI: Business license expiration date:
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☑ Insurance Certificate (min. $1 million in General Liability)

City Clerk's No. OPR 2024-0901

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

CONTRACT AMENDMENT-RENEWAL
1 of 2

Title: TREE PLANTING – ON CALL – AS NEEDED

THIS CONTRACT AMENDMENT-RENEWAL is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, a Washington municipal corporation (the "City"), and **THE F.A. BARTLETT TREE EXPERT COMPANY,** whose address is 11120 East Empire Avenue, Suite 3, Spokane Valley, Washington, 99206 (the "Contractor"), individually hereafter referenced as a "Party," and together as the "Parties".

WHEREAS, the Parties entered into a contract, as described below, wherein the Contractor agreed to provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department (the "Contract"); and

WHEREAS, the initial Contract provided for two (2) additional one-year renewals, with this being the first of those renewals; and

WHEREAS, a correction to the original Contract, as defined in Section 1 below, is required to add applicable federal contract provisions required by 2 CFR 200.327 and Appendix II to Part 200, with this Contract Amendment-Renewal formally amending the original Contract to reflect these changes.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated October 17, 2024, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this Contract Amendment-Renewal as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment-Renewal shall become effective on October 15, 2026, and shall run through October 14, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS** (**$200,000.00**), plus applicable sales tax, and in accordance with the Pricing Response in Exhibit C from the original Contract, for everything furnished and done under this Contract Amendment-Renewal. This is the maximum amount to be paid under this Contract

Amendment-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 Contract Amendment-Renewal document.

4. INCORPORATION.
Effective as of the date of this Contract Amendment-Renewal, the terms set forth herein are incorporated and made part of the Contract. Except as expressly modified by this Contract Amendment-Renewal, all terms and conditions of the Contract remain in full force and effect. In the event of a conflict between this Contract Amendment-Renewal and the Contract, this Amendment controls. For drafting purposes, the Contract Amendment-Renewal and the Contract together shall be referenced as the "Agreement."

5. REMEDIES.
If Contractor fails to comply with any term or condition of this Agreement, the City may, in addition to any other remedies available at law or under this Agreement, require correction of the noncompliance; withhold payment for work not properly performed; recover amounts paid for defective or nonconforming work; assess damages or other sanctions authorized by this Agreement or applicable law; and pursue any other administrative, contractual, or legal remedy available to the City. Either Party's exercise of any remedy shall not limit its right to pursue other remedies available at law or under this Agreement. In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

6. TERMINATION FOR CAUSE AND CONVENIENCE.
In accordance with 2 CFR 200.338 and 200.339, the City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FEMA guidelines, policies or directives as may become applicable at any time;
b. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
c. Ineffective or improper use of funds provided under this Agreement; or
d. Submission by the Contractor to the City reports that are incorrect or incomplete in any material respect.
e. In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the City or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.
f. If the Agreement is terminated or partially terminated, both the City and Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

In addition, City shall report any terminations for the Contractor's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the Office of Management and Budget ("OMB") designated integrity and performance system accessible through the System for Award Management (currently FAPIIS) as required under 2 CFR 200.340.

7. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

i. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

j. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

k. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal

8. DAVIS BACON ACT.

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

9. COPELAND ANTI-KICKBACK ACT.

Compliance with the Copeland "Anti-Kickback" Act.

a. **Contractor**. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

b. **Subcontracts**. The Contractor or qualified subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

c**.** **Breach**. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

a. **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of Twenty-Seven Dollars ($27) each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. **Withholding for unpaid wages and liquidated damages**. The (**write in the name of the Federal agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

12. FEDERAL WATER POLLUTION CONTROL ACT.

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
b. The contractor agrees to report each violation to the City and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA).

13. DEBARMENT AND SUSPENSION.

a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. LOBBYING.

The Contractor hereby certifies that:
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

By signing this document, the Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

15. PROCUREMENT OF RECOVERED MATERIALS.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

b. Meeting Agreement performance requirements; or

c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. ACCESS TO RECORDS.

The following access to records requirements apply to this Agreement:

a. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.

The Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a Party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other Party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S. Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

21. CONTRACTOR VERIFICATION AND CERTIFICATION.

The Contractor's authorized representative shall complete the selections below. By signing this Amendment, the Contractor certifies, to the best of its knowledge after reasonable inquiry, that each selected statement is true for work performed under the Contract through the date of signature and that it will comply with applicable requirements for remaining work. The Contractor shall disclose any exception in writing to the City.

Contract Work Hours and Safety Standards Act (Please Select One):

☐ Covered mechanics or laborers performed work, and the Contractor has complied with Section 3.A and will continue to comply.

☐ No mechanics or laborers performed covered work; explain:

_____

Clean Air Act and Federal Water Pollution Control Act (Please Select One):

By executing this Agreement, the Contractor verifies that work under the Agreement has complied with applicable requirements of both Acts.

Removal and disposal status:

☐ Removal or disposal occurred under the Agreement and complied with applicable requirements.

☐ No removal or disposal occurred under the Agreement. If either statement requires qualification, attach an explanation.

Byrd Anti-Lobbying Amendment:

By executing this Agreement, the Contractor certifies that no federal appropriated funds have been or will be used for lobbying prohibited by 31 U.S.C. § 1352. If non-federal funds were or will be used for covered lobbying, Standard Form LLL must be submitted to the City.

22. 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.

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

THE F.A. BARTLETT TREE EXPERT COMPANY	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest: _____ City Clerk	Approved as to form: _____ Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A – Certification Regarding Debarment

26-266c

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: THE F.A. BARTLETT TREE EXPERT COMPANY

Business name: BARTLETT TREE EXPERTS

Entity type: Profit Corporation

UBI #: 602-831-916

Business ID: 001

Location ID: 0003

Location: Active

Location address:
11120 E EMPIRE AVE
STE 3
SPOKANE VALLEY WA 99206-4583

Mailing address:
11120 E EMPIRE AVE
STE 3
SPOKANE VALLEY WA 99206-4583

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
Cheney General Business - Non-Resident				Active	May-31-2027	Mar-25-2025
Spokane General Business - Non-Resident				Active	May-31-2027	May-01-2018
Spokane Valley General Business				Active	May-31-2027	Jan-19-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BARTLETT JR., ROBERT	Chairman of the Board, Director
DONNELLY, CAROL J.	Treasurer, Director
FARIN, MATTHEW J.	Vice President
INGRAM, JAMES B	President, Director
KIJEK, CAROL A.	Secretary
PALOMBA, GARY C.	

Registered Trade Names

Registered trade names	Status	First issued
BARTLETT TREE EXPERTS	Active	Jul-08-2008
URBAN FORESTRY SERVICES - BARTLETT CONSULTING	Active	Jul-30-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/24/2026 1:32:25 PM

Contact us

How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2026

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 York International Agency, LLC Attn. bartlettcert@yorkintl.com 500 Mamaroneck Avenue Harrison NY 10528	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 914-376-2200 **FAX (A/C, No):** 914-376-2891 **E-MAIL ADDRESS:**
INSURED The F.A. Bartlett Tree Expert Company 1290 East Main Street Stamford CT 06902	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Federal Insurance Company — 20281 **INSURER B :** Travelers Property Casualty Company of America — 25674 **INSURER C :** Travelers Casualty and Surety Company — 19038 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1093230864 **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	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	TC2J-GLSA-1005A129-TIL-25	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 5,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	TC2JCAP1005A130TIL25	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 3,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		X	79752542	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-7N673715 UB-7N781486	12/1/2025 12/1/2025	12/1/2026 12/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: All Operations

City of Spokane is included as an additional insured with respect to Commercial General Liability, Automobile Liability, and Umbrella Liability for work performed by The F.A. Bartlett Tree Expert Company where required by written contract. Coverage is primary and non-contributory. Waiver of Subrogation applies in favor of the additional insureds.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brenda Vinsant

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Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	Riverfront Park	**Committee meeting date**: October 5, 2026	
Requester	Amy Lindsey	**Phone number**: 509-625-6372	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◉ New ◯ Renewal/ext. ◯ Lease ◯ Amendment/change order ◯ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goal L, Objective 1	**Master Plan Priority Tier**: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	2027 Riverfront Spokane Fees and Charges		
Begin/end dates	Begins:	Ends:	☑ 06/01/2525

Background/history:

Riverfront Spokane provides public attractions and venues for rent to third party event organizers. Fees collected from these activities count towards the cost recovery of providing and maintaining venues and attractions for the community. Discounts are available to qualifying groups. New fee and charges would be go into affect upon approval from the Park Board and phased in between this summer and winter of 2026.

Motion wording:

Approve 2027 Riverfront Spokane fees and charges

Approvals/signatures outside Parks: ◯ Yes ◉ No

If so, who/what department, agency or company:

Name: Email address: Phone:

Distribution:

Jonathan Moog

Parks – Accounting

Parks – Sarah Deatrich

Requester: Amy Lindsey

Grant Management Department/Name:

Fiscal impact: ◯ **Expenditure** ◉ **Revenue**

Amount: NA

Budget code: NA

Vendor: ◉ Existing vendor ◯ New vendor

Supporting documents:

- ☐ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the City's A&E Roster - City of Spokane
- ☐ UBI: Business license expiration date:
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☐ Insurance Certificate (min. $1 million in General Liability)

Return to Agenda

Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	Riverfront Park Committee	**Committee meeting date**: October 5, 2026	
Requester	Michael Prince	**Phone number**: (509)934-0505	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◉ New ◯ Renewal/ext. ◯ Lease ◯ Amendment/change order ◯ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goal K, Objective 1	**Master Plan Priority Tier**: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	Doppelmayr USA Master Agreement / Numerica SkyRide parts and service (NTE $100,000/yr over 3 years)		
Begin/end dates	Begins: 10/01/2026	Ends: 09/30/2029	☐ 06/01/2525

Background/history:

The Numerica Skyride requires parts and service which are unique to the attraction and with specifications determined and certified by the manufacturer. Doppelmayr is the only provider in the area capable of supporting parts and service for the Numerica Sky Ride. As a subsidiary of the Doppelmayr/Garaventa Group, Doppelmayr USA offers replacement parts, maintenance, and full service for all Doppelmayr rope-propelled transport systems, including the Sky Ride. This agreement establishes a master agreement for on-call parts and services not to exceed $100,000 annually.

Motion wording:

Approve Master Agreement with Doppelmayr USA

Approvals/signatures outside Parks: ◉ Yes ◯ No

If so, who/what department, agency or company: Doppelmayr USA

Name: James Griffith Email address: james.griffith@doppelmayrusa.com Phone: (385)272-7462

Distribution:

Parks – Accounting
Parks – Sarah Deatrich
Requester: Michael Prince
Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ◯ **Revenue**

Amount: $100,000

Budget code: 1400-54312-76810-54201

Vendor: ◉ Existing vendor ◯ New vendor

Supporting documents:

- ☐ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the MRSC Roster - City of Spokane
- ☐ UBI: Business license expiration date:
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☐ Insurance Certificate (min. $1 million in General Liability)

City Clerk's No. _____

City of Spokane

PUBLIC WORKS AGREEMENT

Title: PARTS AND SERVICE FOR SKYRIDE

This Agreement is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **DOPPELMAYR USA,** whose address is 3160 West 500 South, Salt Lake City, Utah 84104 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Parts and Service for the Riverfront Park Sky Ride; and

WHEREAS, the Contractor was selected through Sole Source Justification.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on October 1, 2026, and ends on September 30, 2029, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's shall perform On-Call Parts and Service for the Riverfront Park Sky Ride.

The Work is subject to City review and approval. The Contractor 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 Contractor's progress.

4. COMPENSATION / PAYMENT.
Total annual compensation for Contractor's on-call services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS** (**$100,000.00**), plus sales tax if applicable, per year, 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 Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. TAXES, FEES AND LICENSES.

A. Contractor 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 Contractor'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.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).

B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

https//fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for

changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

8. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor 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.

11. 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 Contractor 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.

12. INDEMNIFICATION.

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

13. INSURANCE.

During the period of the Contract, the Contractor 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. **Workers' Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and **Employers Liability Insurance (Stop Gap)** in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract.

    i. Acceptable supplementary Umbrella Insurance coverage combined with Contractor's General Liability Insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Contract; 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 as applicable.

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 Contractor or its insurer(s) to the City. Except with regard to Professional Liability (when required) and Worker's Compensation Insurance, each of the policies shall endorse the City of Spokane as an "Additional Insured" specifically for Contractor's services under this Contract, 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. As evidence of the insurance coverage(s) required by this Contract, the Contractor shall furnish acceptable Certificates of Insurance (COI) upon request by the City.

14. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each

of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

15. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor 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 Contractor shall pay all income and other taxes as due.

16. ASSIGNMENT AND SUBCONTRACTING.
The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor 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 Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. TERMINATION.
Either Party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other Party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

18. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

19. 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.

20. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either Party.

21. 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.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.
In the event of a breach by either Party, of any of their obligations under this Agreement, each Party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
B. The Contractor, 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.
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 Contractor after the time the same shall have become due nor payment to the Contractor 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 Contractor. 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.

I. 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).

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.

DOPPELMAYR USA	**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Debarment Certification
Exhibit B – Sole Source Justification Form
26-243

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.

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

EXHIBIT B

SOLE SOURCE JUSTIFICATION FORM

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

Description of Product/Service: Parts and Service for Sky Ride

Requisition Number:

Estimated amount of this purchase: $ 100,000 per year

Contract Period (for services) 10/1/2026 - 9/30/2029

Department: Park and Rec Contact Person: Michael Prince

Requested Vendor: Doppelmayr USA

Is an existing vendor? yes ☑ no ☐

Vendor's Address: 3160 West 500 South, Salt Lake City UT 84104

Vendor Contact Name: James Griffith Phone: (801)973-7977

Please provide the following information in order to document justification of a sole source purchase.

If the estimated amount is above City Council approval thresholds then an accompanying sole source resolution must be created and presented to City Council per City Council rules.

Upon approval Purchasing will coordinate publishing of intent to award requirements per policy.

Work, contracts, orders cannot be approved until the publishing requirements and related approvals have been met.

Confirm the City standard terms and conditions for the defined scope of work has been submitted to the requested vendor to ensure compliance with applicable statutes and policies.

1. Scope of Work: Provide a description of the product(s) or service(s) being procured.

Numerica Sky Ride is a Doppelmayr-manufactured ropeway system, meaning it uses proprietary components and technology. Only Doppelmayr's network of authorized service centers and engineers can provide:
Original Doppelmayr parts for all system components
Factory-trained service engineers for installation, adjustment, and repair
Comprehensive maintenance packages to ensure safety, comfort, and operational efficiency

2. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Doppelmayr is the only provider capable of supporting parts and service for the Numerica Sky Ride. As a subsidiary of the Doppelmayr/Garaventa Group, Doppelmayr USA offers replacement parts, maintenance, and full service for all Doppelmayr rope-propelled transport systems, including the Sky Ride.

3. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributers or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

Numerica Sky Ride is a Doppelmayr-manufactured ropeway system, meaning it uses proprietary components and technology. Only Doppelmayr's network of authorized service centers and engineers who are authorized to provide spare parts and service for the ropeway system.

4. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

Doppelmayr has been the only vendor. Doppelmayr USA will not certify third party parts as an as-equal equivalent to original manufacturer parts.

5. Explain why the price for this product or service is considered to be fair and reasonable. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

Over the past three years, Riverfront Park and Doppelmayr have developed a strong, mutually beneficial working relationship that has delivered significant cost savings for the city. This partnership has been built on trust, clear communication, and a shared focus on achieving the best possible value for the project. Through long-term engagement and relationship-building, Doppelmayr was able to secure the most favorable contract terms for Riverfront Park, ensuring the city paid the lowest possible price for its ropeway or mobility solution. The established rapport built has allowed for smoother, more effective negotiations, reducing the need for repeated discussions and minimizing delays.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

The Numerica SkyRide generates over $1,200,000 in revenue for RFP and hosts over 130,000 riders a year. If the sole source is not approved then Riverfront would not be able to aquire parts and services needed to keep the Ride in operation. Additionally, any use of unauthorized parts and service by Doppelmayr would potentially place the City at risk of liability should an accident occur because city has choosen to operate the outside the manufacture's specifications.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on investigation and subsequent request to declare a sole source for this purchase.

Michael Prince Digitally signed by Michael Prince
Date: 2026.08.17 11:26:49 -07'00'

Signature of Requestor Date
(must be an authorized Department Buyer)

Jonathan Moog Digitally signed by Jonathan Moog
Date: 2026.08.18 08:20:26 -07'00'

Signature of Department Head or Designee Date

Jason Nechanicky Digitally signed by Jason Nechanicky
Date: 2026.08.25 12:24:20 -07'00'

Approval by Purchasing Date

Approval by Grants Management Date
(Required for grant funded purchases)

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: DOPPELMAYR USA, INC.

Business name: DOPPELMAYR USA, INC.

Entity type: Profit Corporation

UBI #: 602-200-664

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3160 W 500 S
SALT LAKE CITY UT 84104-4443

Mailing address: 3160 W 500 S
SALT LAKE CITY UT 84104-4443

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
Spokane General Business - Non-Resident	T12043806BUS			Active	Sep-30-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
JOHNS, KEITH	President, Director
SORENSEN, JODEE	Secretary, Treasurer

The Business Lookup information is updated nightly. Search date and time: 10/6/2026 11:01:33 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2026

4/1/2027

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 Lockton Companies, LLC 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1302480 Doppelmayr USA, Inc. 3160 West 500 South Salt Lake City, UT 84104	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Insurance America, Inc. — 24554 INSURER B : Liberty Insurance Corporation — 42404 INSURER C : LM Insurance Corporation — 33600 INSURER D : Continental Casualty Company — 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 3566184 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	N	N	US00007330LI26A	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY [ ] SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	AS5-Z91-482373-026 Hired/Phys Damage ACV	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	N	N	US00007607LI26A	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	AOS: WC7-Z91-482373-016 CA: WC7-Z91-482373-016	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Leased/Rented Equipment	N	N	4020740879	4/1/2026	4/1/2027	$650K Limit Per Occurrence $250K Limit Per Item	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane and its agents, officers and employees are added as Additional Insured as respects operations of the Named Insured.

CERTIFICATE HOLDER

3566184
City of Spokane, WA
Spokane WA

CANCELLATION See Attachment

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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Return to Agenda

Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	Finance Committee	**Committee meeting date**: October 6, 2026	
Requester	Al Vorderbrueggen	**Phone number**: X5464	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◯ New ◯ Renewal/ext. ◯ Lease ◯ Amendment/change order ◉ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goal K, Objective 5 Sustain	**Master Plan Priority Tier**: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Equipment purchases via the Department of Ecology Air Quality Grant - not to exceed $460,000.		
Begin/end dates	Begins: 10/10/2026	Ends: 12/31/2026	☐ 06/01/2525

Background/history:

In cooperation with Gonzaga University, the city of Spokane has received a fully-reimbursable Air Quality Grant from the State of Washington Dept. of Ecology for up to $460,000 for electric turf equipment to replace high-emission diesel equipment. All purchases will be made through state contracts. The equipment and some charging infrastructure will be included in the grant.

Motion wording:

Motion to approve the purchase of one Mean Green EVO96 electric mower for $69,806.52 including tax to be fully reimbursed by the State of Washington Dept. of Ecology Grant.

Approvals/signatures outside Parks: ◯ Yes ◉ No

If so, who/what department, agency or company:

Name: Email address: Phone:

Distribution:

Parks – Accounting
Parks – Sarah Deatrich
Requester: Al Vorderbrueggen
Grant Management Department/Name:
Larry Marsh - lmarsh@spokanecity.org
Rich Lentz - rlentz@spokanecity.org

Fiscal impact: ◉ **Expenditure** ◯ **Revenue**

Amount:	Budget code:
Expense $69,806.52	1400-95364-94760-56401
Revenue $$69,806.52	1400-95364-99999-33431

Vendor: ◉ Existing vendor ◯ New vendor

Supporting documents:

☑ Quotes/solicitation (RFP, RFQ, RFB)

☐ Business license Expiration date: ☐ Insurance Certificate

Jennings Equipment Inc.

Puyallup
1030 River Rd
Puyallup, WA. 98371
(253) 845-8801

Chehalis
244 Hamilton Rd.
Chehalis, WA. 98532
(360) 748-3110

DATE:
9/9/2026

QUOTE ID:
SPOKANE-EVO96 N-090926

PURCHASING / SELLING AUTH.
WA STATE CONTRACT # 28123

PREPARED FOR :

City of Spokane
2304 E Mallon Ave
Spokane, WA. 99202-5007
Al Vorderbrueggen
509-363-5464

PREPARED BY:

Andy Harris
Government Sales Rep.
Cell / text : 253-606-5642
andyh@jenningsequipment.com

MODEL	DESCRIPTION	MSRP	QTY	QTY TOTAL	DISCOUNT	LINE TOTAL
EVO96R440	New Mean Green "EVO" electric zero turn mower with folding wings 96" rear discharge deck, 44kWh battery pack.	$ 71,499.99	1	$ 71,499.99	8.00%	$ 65,779.99
MGELC260	220V 105 amp charger.	$ 2,199.99	1	$ 2,199.99	8.00%	$ 2,023.99
PROMO	Promotional discount 12/30/26		1	$ -		$ (5,780.00)
				$ -		$ -

SET -UP /TEST RUN	$ 560.00
DELIVERY	$ 1,400.00
SUBTOTAL	$ 63,983.98
3210 TAX RATE	9.10%
SALES TAX	$ 5,822.54
TOTAL	**$ 69,806.52**

DELIVER TO:
Spokane, WA.

NOTES / SPECIAL INSTRUCTIONS:



Return to Agenda

Spokane Park Board Briefing Paper

Committee	N/A	**Committee meeting date**: N/A	
Requester	Garrett Jones	**Phone number**:	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◯ New ◯ Renewal/ext. ◯ Lease ◯ Amendment/change order ◉ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)		**Master Plan Priority Tier**: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	A joint resolution with Council and the Park board urging inclusion of the Thorpe Rd. TLT property in the Governor's budget		
Begin/end dates	Begins: 10/08/2026	Ends:	☑ 06/01/2525

Background/history:

During the 2024 Washington State Legislation session, the City Of Spokane applied for the Thorpe Road Property to be part of the Trust Land Transfer (TLT) program because of the ecological value and public benefits. In September of this year, Commissioner of Public Lands Dave Upthegrove joined local leaders and community members to celebrate the Trust Land Transfer program after the Board of Natural Resources voted to submit six projects, including the Thorpe property in Spokane, to the state legislature for funding. In the aftermath of the Spokane Complex Fires it is critical we preserve natural areas in the Wildland-Urban Interface (WUI) that face wildfire risk.

Motion wording:

Motion to approve a joint resolution with Council and the Park board urging inclusion of the Thorpe Rd. TLT property in the Governor's budget

Approvals/signatures outside Parks: ◉ Yes ◯ No

If so, who/what department, agency or company: City Council President

Name: Betsy Wilkerson Email address: bwilkerson@spokanecity.org Phone:

Distribution:

Betsy Wilkerson

Parks – Accounting

Parks – Sarah Deatrich

Requester: Garrett Jones

Grant Management Department/Name:

Fiscal impact: ◯ **Expenditure** ◯ **Revenue**

Amount: N/A

Budget code: N/A

Vendor: ◯ Existing vendor ◯ New vendor

Supporting documents:

☐ Quotes/solicitation (RFP, RFQ, RFB)

☐ Business license Expiration date: ☐ Insurance Certificate

RESOLUTION NO. 2026-_____

A Joint Resolution between Spokane City Council and the Spokane Parks and Recreation Division supporting the Washington State Department of Natural Resources land exchange of the Thorpe Road Property in Spokane's Latah Valley for a Trust Land Transfer.

WHEREAS, the Department of Natural Resources currently owns 199 acres located on Thorpe Road ("Thorpe Road Property") within the City of Spokane, District 2; and

WHEREAS, the Thorpe Road Property is beloved green space of high ecological and recreational value to the Spokane community; and

WHEREAS, during the 2024 Washington State Legislation session, the City Of Spokane applied for the Thorpe Road Property to be part of the Trust Land Transfer (TLT) program because of the ecological value and public benefits; and

WHEREAS, in September of this year, the Board of Natural Resources voted to submit six projects, including the Thorpe property in Spokane, to the state legislature for funding;and

WHEREAS, in the aftermath of the Spokane Complex Fires it is critical we preserve natural areas in the Wildland-Urban Interface (WUI) that face wildfire risk; and

WHEREAS, the Spokane City Council has received hundreds of comments from elected officials, residents, businesses, organizations and tribal communities all supporting the exchange of the Thorpe Road Property Trust Land Transfer for the Thorpe Property and that it remains a conservation area.

NOW, THEREFORE, BE IT RESOLVED, the Spokane City Council and the Spokane Parks and Recreation Division authorize a joint letter to the Office of Financial Management to request inclusion of the Thorpe Road property in the Governor's 2027-2029 biennial budget proposal.

BE IT ALSO RESOLVED, the Spokane City Council and the Spokane Parks and Recreation Division request the Washington State Legislature fund the transfer of the Thorpe Road property to Spokane Parks for the appraised value of $3.9 Million as part of the 2027 Capital Budget.

Adopted by the Park Board this _____ day of _____, 2026.

Passed by the City Council this ____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Return to Agenda

Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	Riverfront Park Committee	**Committee meeting date**: 10/5/2026	
Requester	Vanessa Esparza	**Phone number**: 509-625-6621	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◯ New ◯ Renewal/ext. ◯ Lease ◉ Amendment/change order ◯ Other		
City Clerks file (OPR or policy #)	OPR 2025-0840		
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goal L, Objective 1	**Master Plan Priority Tier**: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	Jonas Ticketing Inc. contract amendment / Attraction Management Software ($16,093.80 plus applicable taxes)		
Begin/end dates	Begins: 12/01/2025	Ends: 11/30/2028	☐ 06/01/2525

Background/history:

Riverfront Park contracted with Jonas Ticketing Inc., effective December 1, 2025. Implementation was delayed due to the Global Payments contract, which was not finalized until August 2026, resulting in additional training and project management costs. Additionally, Riverfront Park will assume Guest Relations operations at the Visitor Center, creating a need for an additional point-of-sale system. This will result in $14,113.80 in additional training and hardware costs, as well as $1,980 in annual subscription costs.

Motion wording:

Approve the Jonas Ticketing Inc. contract amendment / Attraction Management Software ($16,093.80 plus applicable taxes)

Approvals/signatures outside Parks: ◉ Yes ◯ No

If so, who/what department, agency or company: Jonas Ticketing Inc.

Name: Melissa Theis Email address: melissa@centaman.com Phone: 509-218-6216

Distribution:

Julie@centaman.com

Parks – Accounting

Parks – Sarah Deatrich

Requester: Vanessa Esparza

Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ◯ **Revenue**

Amount:	Budget code:
$14,113.80 (Training and Hardware)	1400-30210-76103-53104
$1,980 (Annual Subscription)	1400-30210-76103-53104

Vendor: ◉ Existing vendor ◯ New vendor

Supporting documents:

☑ Quotes/solicitation (RFP, RFQ, RFB)

☑ Business license Expiration date: ☑ Insurance Certificate

City Clerk's No. OPR 2025-0840

CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT

Title: **Parks Event Hosted Ticket Software Subscription Services**

THIS CONTRACT AMENDMENT is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION**, a Washington municipal corporation (the "City"), and **JONAS TICKETING INC. dba CENTAMAN** whose address is 600 West Jackson Blvd. Suite 100, Chicago IL 60661,(the "Supplier/Company") individually hereafter referenced as a "Party", and together, as the "Parties".

WHEREAS, the Parties entered into a Contract, as defined in Section 1 below, wherein the Supplier/Company agreed to provide the City with hosted event ticket software subscription services; and

WHEREAS, the Parties have mutually agreed to revise the implementation schedule and to adjust the fees under the original Contract to reflect these revisions by formally amending the Contract under this Contract Amendment.

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

1. CONTRACT DOCUMENTS.
The Contract, dated November 25, 2025, OPR 2025-0840, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this Contract Amendment as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on December 1, 2026, and shall run through November 30, 2028.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FOURTEEN THOUSAND ONE HUNDRED THIRTEEN AND 80/100 DOLLARS** (**$14,113.80**) for services and hardware provided through November 30, 2026, along with an annual recurring fee of **ONE THOUSAND NINE HUNDRED EIGHTY AND NO/100 DOLLARS ($1,980.00)** for the subscription, plus applicable sales tax, pursuant to the Supplier/Company's Order Form #42218 dated September 18, 2026, which is attached as Attachment A, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Contract Amendment, excluding shipping at

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

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

JONAS TICKETING INC. dba CENTAMAN, INC.	**CITY OF SPOKANE PARKS AND RECREATION**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A - Supplier/Company's Order Form dated September 18, 2026

26-269b

ATTACHMENT A

Order Form

Reference O#042218
Prepared 18-Sep-2026 by Julie Rabold
Project Extension | City of Spokane

This Order Form is only valid and binding on the parties when executed by both parties and shall be governed by the Agreement signed between the Customer and Supplier on 25 November, 2025 (the Agreement).

Customer	
Customer: City of Spokane 808 W Spokane Falls Boulevard Spokane WA 99201	Shipping Address: City of Spokane (Riverfront Park) 808 W Spokane Falls Boulevard Riverfront Park Spokane WA 99201

Order Summary and Fees	One-Time	Recurring
Services	$6,170.00	$0.00
Hardware	$7,943.80	$0.00
Subscriptions	$0.00	$1,980.00
Total (USD)	$14,113.80	$1,980.00

Special Terms and Conditions

- Prices exclude any sales taxes/GST/VAT which will be added where applicable. If Customer is exempt from certain taxes then Customer shall provide Supplier with a certificate of exemption issued by the applicable taxing authority.

Customer: Supplier:

Payment Method

- Supplier will issue invoice(s) in accordance with this Order Form and the Customer agrees to pay all Fees in accordance with the Agreement.

Purchase Order

- The Customer is not required to submit a Purchase Order with this Order Form.

Refer to the Order Form Details schedules attached to this Order Form for product-specific terms.

This Order Form is only valid and binding when executed by both parties and is subject to the terms and conditions of the Agreement. This Order Form will become effective when all the parties have signed it. The date this Order Form is signed by the last party to sign it (as indicated by the date stated or under that party's signature) will be deemed the date of this Order Form. By executing this Order Form, the undersigned represents and warrants that they have full power and authority to enter this Agreement on behalf of the Party they represent, and that such Party shall be bound by the terms of this Order Form and the Agreement.

City of Spokane *(the Customer)*	**Jonas Ticketing Inc. dba Centaman** *(the Supplier)*
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Order#:	

Order Form Details

Reference O#042218

Subscription Services	Rate	Qty	Annual Fee
Centaman POS - Enterprise Terminal License	$1,980.00	1	$1,980.00
		Total (USD)	$1,980.00

Subscription Order Form Terms and Conditions

- The Initial Term of the Services on this Order Form shall be aligned with the Customers existing Services.
- Services will commence upon the Installation of the software onto Customer servers for on-premise installations, or provisioning of the database and supply of account credentials to the Customer for Hosted or SaaS installations (the Service Start Date). The first period Subscription Fees will be due at this time and invoiced/charged in accordance with the Agreement. Future Subscription Fees will be invoiced by Supplier prior to the applicable anniversary of Service Start Date (unless otherwise specified in the Agreement this will be 14 days prior for monthly subscriptions and 45 days prior for all other subscriptions).
- Fees for Subscription Services will be calculated and paid by the Customer Annually.Unless otherwise specified in the Agreement, Supplier will invoice Customer forty-five (45) days prior to each anniversary of the Service Start Date, for payment on or before the commencement of the next Subscription Services period.
- Unless listed in Special Terms and Conditions, Fees may be subject to an annual price adjustment in accordance with the Agreement.
- Un-used subscription fees are not refundable.

Customer: Supplier:

Services	Rate	Qty	Total
POS/Workstation Install: Remote Install by Centaman Staff (per terminal)	$300.00	1	$300.00
Operations Team / System Changes to Configuration as needed	$185.00	2	$370.00
Project Management Extension | Status meetings, scheduling & project coordination (2 Additional Months: Aug 16-Sept 15 2026)	$1,250.00	1	$1,250.00
Project Management Extension | Status meetings, scheduling & project coordination (2 Additional Months: June 15-Aug 15 2026)	$2,500.00	1	$2,500.00
Project Management Extension | Status meetings, scheduling & project coordination (2 Additional Months: Sept 16-Nov 30 2026)	$1,250.00	1	$1,250.00
Train the Trainer Cashier Training (Not for Cashier) Team did not attend previous training session.	$250.00	2	$500.00
		Total (USD)	$6,170.00

Implementation and Professional Services Order Form Terms and Conditions

- Professional services will be charged based on services delivered. Additional services will be billed at applicable rates and un-used sessions will not be charged for.
- Implementation Fees will be invoiced monthly during the project for services completed during that period.
- Where services are to be delivered on-site then the listed prices exclude expenses incurred by Supplier for on-site travel. The Customer will pay for expenses incurred in accordance with the Onsite Policies provided in the Agreement.

Customer: Supplier:

Hardware	Rate	Qty	Total
Barcode Scanner (USB/1d)	$246.00	1	$246.00

Hardware	Rate	Qty	Total
Cash Drawer: Heavy Duty/Standard	$150.00	2	$300.00
Inventory Label Printer: Zebra ZD22043	$650.40	1	$650.40
Point of Sale Terminal - 15in Senor - i7/8GBRAM/SSD/Win10	$2,580.00	1	$2,580.00
Receipt Printer: Epson Thermal (USB)	$598.30	2	$1,196.60
Ticket Printer: BOCA Lemur 46	$2,970.80	1	$2,970.80
Shipping @ Cost (Enterprise Hardware)	$0.00	1	$0.00
		Total (USD)	$7,943.80

Hardware Order Form Terms and Conditions

- For standard orders, 100% of item price is billed to Customer on shipping. For orders over $25,000 the Customer will pay 50% deposit on order and balance prior to shipping, unless pre-approved.
- Items may ship in multiple shipments.
- Shipping and insurance expenses are not included in the total (unless indicated above) and will be added:
  - At Cost for paper consumables, ticket stock, ticket printers, kiosks, and any rush orders.
  - At 5% of the item cost for all other items.
- Pricing is for supply only. Unless otherwise included, customer is responsible for installation and configuration of all items.
- Customer is responsible for hardware maintenance and support. Visit our Customer Support Portal for hardware manufacturer details.
- Hardware comes with a 1-5 year return-to-base manufacturer warranty (varies based on item).
- Supplier assigns all warranties to the Customer on payment of invoice.
- Returns will only be accepted within 30 days of receipt and subject to inspection and return of all packaging and materials. Customer will pay a restock fee as well as shipping charges.
- Supplier may alter pricing for Hardware items at any time prior to shipping should there be a substantial shift in Suppliers cost to source the Products. Any price change will be presented by Supplier in writing, and Customer will have opportunity to accept new price or cancel those items where the price has changed without penalty.

Customer: Supplier:

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: JONAS TICKETING INC.

Business name: JONAS TICKETING INC.

Entity type: Corporation

UBI #: 605-917-779

Business ID: 001

Location ID: 0001

Location: Active

Location address:
600 W JACKSON BLVD
STE 100
CHICAGO IL 60661-5609

Mailing address:
600 W JACKSON BLVD
STE 100
CHICAGO IL 60661-5609

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
Spokane General Business - Non-Resident				Active	Jun-30-2027	Jul-10-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MACKINNON, JEFF	Director

The Business Lookup information is updated nightly. Search date and time: 10/5/2026 11:44:19 AM

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Take our survey!

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Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2026

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 Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8 CANADA CN102165922-Cyber-GAWU-26-27 Jonas	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED JONAS TICKETING INC. dba Centaman Inc. 600 West Jackson Blvd Suite 100 CHICAGO, IL 60661	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Federal Insurance Company — 20281 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** Chubb Insurance Company Of Canada — 1560196 **INSURER D :** XL Specialty Insurance Company — 37885 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-004199098-12 **REVISION NUMBER:** 19

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			9950-48-39 WUC	09/27/2026	09/27/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 25,000 1,000,000 2,000,000 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7360-03-97	09/27/2026	09/27/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			78183369	09/27/2026	09/27/2027	EACH OCCURRENCE AGGREGATE	$ $	9,000,000 9,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		(27)71764342	09/27/2026	09/27/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Prof Liab/ Tech E&O/Cyber			US00158153EO26A	09/27/2026	09/27/2027	Limit: SIR: $2,500,000		10,000,000
C	Crime			8222-7301	09/27/2026	09/27/2027	Deductible: $500,000/Limit:		5,000,000

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

City of Spokane is included as additional insured (except workers compensation, Crime, Professional Liability and Errors & Omissions) where required by written contract.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Boulevard,
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	Golf	**Committee meeting date**: 10/6/26	
Requester	Mark Poirer	**Phone number**: 509-625-4653	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◉ New ◯ Renewal/ext. ◯ Lease ◯ Amendment/change order ◯ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)		**Master Plan Priority Tier**: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Kyle Kelly dba 2ks Golf Management / The Creek at Qualchan Golf Professional contract / over $50,000		
Begin/end dates	Begins: 01/01/2027	Ends: 12/31/2031	☐ 06/01/2525

Background/history:

Professional service contracts greater than $50,000 require a Request for Proposal (RFP) process administered by City Purchasing Department.

Current contracting golf professional at The Creek at Qualchan, Mark Gardner, has announced his retirement end of year 2026.

Parks and Recreation Golf issued an RFP for golf professional contract services for the years 2027-2031 (5-years) which includes an optional 5-year renewal.

Parks and Recreation Golf received 4 qualified responses. Kyle Kelly, Golf Professional dba 2ks Golf Management, scored the highest in both the written proposal and oral presentation to selection panel.

Motion wording:

To approve a 5-year contract, with an optional 5-year extension, between the City of Spokane and Golf Professional Kyle Kelly dba 2ks Golf Management LLC.

Approvals/signatures outside Parks: ◉ Yes ◯ No

If so, who/what department, agency or company:

Name: Kyle Kelly Email address: 2ksgolfmanagement@gmail.com Phone: 760-898-1652

Distribution:

Parks – Accounting
Parks – Sarah Deatrich
Requester: Mark Poirier
Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ◯ **Revenue**

Amount: over $50,000 (see contract details)

Budget code: TBD

Vendor: ◯ Existing vendor ◉ New vendor

Supporting documents:

- ☑ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the MRSC Roster - City of Spokane
- ☑ UBI: 606 217 258 Business license expiration date: 9/30/27
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☐ Insurance Certificate (min. $1 million in General Liability)

City Clerk's No._____

City of Spokane
Parks and Recreation Division

2027 AGREEMENT FOR OPERATION OF QUALCHAN GOLF COURSE

THIS Agreement made and entered into this 1st day of January 2027, by and between the **SPOKANE PARKS AND RECREATION DIVISION**, a municipal corporation of the State of Washington, (the "Parks and Recreation" or the "Parks and Recreation Division"), and **KYLE KELLY, PGA GOLF PROFESSIONAL d/b/a 2K'S GOLF MANAGEMENT, LLC,** (the "Professional"). Hereafter together referenced as the "Parties", and individually a "Party".

WHEREAS**,** the Parks and Recreation Division is the owner of The Creek at Qualchan Municipal Golf Course (the "Golf Course"), which ownership includes the land upon which said Golf Course is located, the buildings and other improvements which are a part thereof; and

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

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

NOW, THEREFORE**,** pursuant to the requirements of the Charter of the Parks and Recreation Division, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1. CONTRACT DOCUMENTS.

This Agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the "Contract Documents", PROVIDED THAT, specific and applicable federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The Contract Documents are incorporated into this Agreement as fully as if they were set forth herein.

Section 2. CONCESSION AND LEASE GRANTED.

The Parks and Recreation Division hereby grants to the Professional the concession to operate the clubhouse facilities, pro shop, practice range and the restaurant at The Creek

at Qualchan Municipal Golf Course at 301 East Meadowlane Road, Spokane, Washington.

2.1 The Concession Location. The concession shall be conducted on the golf course known as The Creek at Qualchan Municipal Golf Course ("Concession").

2.2 Condition of Premises. The Professional and Golf Manager will conduct a walkthrough inspection before January 1, 2027 to determine if any repairs are necessary. If repairs are mutually determined necessary, the Parks and Recreation Division will make necessary arrangements and be financially responsible to complete those immediate repairs before April 1, 2027. Any repairs not noted or discovered in the mutual walkthrough inspection will be the sole financial responsibility of the Professional who inspected and examined the Premises, facilities, appurtenances, and fixtures thereon; Professional accepts the same in their present "AS-IS" condition; further, Professional agrees the City assumes no liability for damages or lost revenue to the Professional resulting from any conditions that existed prior to the date of his signature on the walkthrough inspection report; and further, Professional agrees to make no claims against the City for golf course conditions that existed prior to the date of signature. The Professional shall not make any alterations, changes, or additions to the clubhouse facilities, pro shop, practice range, restaurant, or any other property or facility, or to any fixtures or equipment owned by the Parks and Recreation Division without prior written consent of the Golf Manager, PROVIDED THAT, any alterations, changes, or additions consented to shall be subject to section 3.9(g) of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.

Section 3. OPERATING RESPONSIBILITIES OF PROFESSIONAL.

The following duties and responsibilities shall be the obligation of the Professional, his agents, representatives and employees.

3.1 Lessons. To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other PGA/LPGA qualified golf instructor, must be available to conduct lessons during normal operating hours throughout the golfing season. Lessons will ONLY be taught by PGA, LPGA members or apprentices in good standing with the PGA.

3.2 Men's and Ladies' Clubs.

a. The Professional must offer a minimum of one (1) clinic per season for each Men's and Ladies' Clubs.

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

3.3 Practice Range.

a. The Professional must supply ONE THOUSAND (1,000) dozen (12 balls per dozen) top-quality, clean range balls, at all times during the golfing season.

b. Range balls shall be picked up daily or as appropriate to ensure availability and must be easily accessible to the golfing public.

3.4 Pro Shop.

a. The Professional must display, sell, rent, and otherwise supply to the public all golf goods, clothing, merchandise, golf equipment, golf pull carts, and golf cars, all of which must be kept in good condition, offered in sufficient variety, and kept up to date, per Section 3.10, below.

b. The Pro Shop must be staffed with at least two (2) people during "prime time" to meet, without delay, the needs of the golfing public unless there is inclement weather and the Professional determines that one (1) staff member is sufficient. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The Pro Shop must be OPEN and staffed no later than daylight at all times during the golfing season.

c. Pro Shop employees must be friendly, well-dressed, and courteous to golfers; maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone mannerisms. Employees will not be allowed to use tobacco products of any kind while on shift. Professional will ensure all employees maintain a high level of customer service.

d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

3.5 General Responsibilities.

a. Cooperate with the Golf Manager to participate in the successful operation of the Pro Shop, golf course, golf course premises, clubhouse, restaurant and golf professional activities and meet the goals and expectations of the Golf Committee and Spokane Park Board as defined in this Agreement.

b. Supporting and enforcing Parks and Recreation Division policies to staff and the golfing public.

c. Regulate the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.

d. Enforce all rules and operations established by the Park Board of the Parks and Recreation Division, including adherence to the free play policy approved by the Park Board.

e. Collect all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, sign golfers in, and shall be performed in accordance with Section 8.1 (below), delineating timely transfer of fees and/or payments to the Parks and Recreation Division.

f. Report tournament, fee, and sponsorship schedules to the Golf Manager each month.

g. Turn the heat down to sixty (60) degrees when the Clubhouse/restaurant is closed.

h. Provide and staff a starter for the 1st tee when deemed necessary. Professionals needs to be available to the public golfers.

i. Keeping the Golf Course open for the prescribed hours of play as described in the Parks and Recreation Golf Operations Manual.

j. All services rendered by the Professional shall be in accordance with the PGA Code of Ethics.

k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include at least two (2) PGA Members or PGA Associates in good standing. No staff under 21 years of age will be allowed at the desk during the day until 6:00 p.m., unless approved by the Golf Manager. Desk staff will be over 19 years of age after 6:00 p.m., unless approved by the Golf Manager.

I. The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the Golf Manager and Park Board.

m. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Division in having an efficient and successful operation at the Golf Course.

n. The Professional may conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, restaurant or Golf Pro Shop for any other purpose so long as the Professional obtains the prior express written consent of the Golf Manager. All outside activities on Golf Course premises need prior approval, and revenue received will be

divided with the Professional receiving sixty percent (60%) and the Parks and Recreation Division forty percent (40%).

o. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Golf Manager.

p. The Professional or designee shall make a daily physical inspection of the Clubhouse/restaurant, adjacent Parks and Recreation Division grounds, and Golf Course during the playing season, and shall report any unusual or unsafe conditions observed during said inspection to the Golf Manager immediately. Such reports shall be followed up in writing and the Professional shall at all times be safety conscious for the life of the Agreement. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse/restaurant area.

q. Use good faith efforts to promote increased play and income during identified slow-play periods.

r. Upon City request, the Professional shall provide documentation that dollars ($) were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse/Restaurant services.

s. Professional or PGA affiliate shall be available for consistent contact with Men's and Ladies' Clubs, Tournament Chairperson(s) and outside groups.

t. The Professional or PGA certified designee must cooperate with and be easily accessible daily by the golfing public and organized groups.

u. The Professional or his/her designee must communicate with the Golf Course Superintendent or designee on a daily basis regarding course conditions, practice range conditions, tournaments, and special events. Disputes between the Professional and the Golf Course Superintendent will be resolved by the Golf Manager.

v. Equal treatment of all golfers.

w. Handle reservations in a fair and open manner as per Parks and Recreation Division guidelines.

x. Promote Men's and Ladies' Club memberships and leagues.

y. Consistently attend Men's and Ladies' Club meetings and events.

z. Ensure that all signage in and around the clubhouse/restaurant and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Manager.

3.6 Sponsorships. It is in the best interests of both the Professional and the Parks and Recreation Division to support appropriate sponsorship and co-promotional opportunities on the Golf Courses. The Parks and Recreation Division may at any time enter into a sponsorship agreement to promote the operation of the golf course and may share a percentage of the revenue with the Professional, depending on the nature of the sponsorship. If the Professional finds an appropriate sponsorship, the Parks and Recreation Division may agree to enter into an agreement with that sponsor and will share with the Professional the proceeds from that sponsorship. The amount of any sharing will be as mutually agreed between the Professional and the Golf Manager.

3.7 Management Duties.

a. Professional must be current in the PGA Certification Program.

b. Marshal the Golf Course daily, except during inclement weather and obvious slow times, to monitor play and check receipts.

c. Cooperate with the Parks and Recreation Division's Junior program, including testing for knowledge of golf rules and courtesies, and providing a qualified PGA/LPGA instructor for the Parks and Recreation Division - City sponsored Junior golf program. This is either the Professional or his/her Assistant(s) responsibility.

d. Play in Pro/Ams, or allow staff to play in Pro/Ams; to promote the golf course and provide club members an opportunity to participate in said events.

e. Ensure a high-caliber, quality staff and institution of an ongoing staff-training program, as provided by PGA.

f. Make a good faith effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals.

3.8 Food Service.

a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the restaurant and for furnishing an adequate stock of food & beverage (F & B) supplies for the operation of the restaurant. The Professional may provide F & B services at other locations throughout the Golf Course, with the express prior written consent of the Golf Manager.

b. The restaurant operation shall be friendly, courteous, and efficient; with quality service, F & B items and clean appearance. Staff shall have a neat and clean appearance.

~~c.~~ Prices charged shall be consistent with comparable operations in the area.

d. The Professional will be solely responsible for obtaining all required F & B permits and licenses and complying with the Spokane Regional Health District Food Safety program.

e. Restaurant food and beverage services must be available from the first tee time of the day until the completion of daily play. Exceptions may be made for inclement weather. All other exceptions must be approved by Golf Manager.

3.9 Pro shop, Clubhouse/restaurant maintenance.

a. Maintenance of restaurant/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing and electrical.

b. The Professional shall be responsible for providing routine maintenance and janitorial services for the Golf Clubhouse/restaurant and Pro Shop. The janitorial services shall include, but not be limited to: cleaning of windows (inside and outside), shampooing and cleaning of all carpets at least once a year, annual cleaning of all chairs, daily maintenance of all lavatories, washbasins, other interior furnishings equipment, and fixtures. The Professional agrees to keep the Pro Shop, Clubhouse, and restaurant in a clean and sanitary condition at all times in a manner to the satisfaction of the Parks and Recreation Division.

c. The Professional agrees to keep the lavatories in the clubhouse/restaurant open at all times the Golf Course or Clubhouse/restaurant is open for business.

d. The Professional shall keep the bulletin/reader board updated monthly and free of out-of-date notices on a daily basis.

e. The Professional agrees to keep a neat and tidy workspace throughout all portions of the Pro Shop and Restaurant areas. No personal items not pertaining to the golf operations business shall be stored at any time in the building(s).

f. The Professional will be responsible for one hundred percent (100%) of all personal telephones, fax machines, computer equipment and

services. Additionally, the Professional will be responsible for fifty percent (50%) of the Parks and Recreation Division telephone service. The Parks and Recreation Division will pay the natural gas and electricity charges and will reimburse the professional for one hundred (100%) of internet expenses related to operating the provided point of sale system.

g. The Parks and Recreation Division encourages capital project improvements by the Professional. Prior to capital project approval the Parks and Recreation Division will determine the value of the improvement and will work out a depreciation schedule, where if the Professional leaves prior to the total depreciation of the improvement, the Parks and Recreation Division will buy-out the remaining value. All improvements will be clearly defined and become an agreed upon written Addendum to this Agreement.

h. The Parks and Recreation Division will pay for the installation of a monitored burglar alarm system at the Clubhouse/restaurant and the Professional will pay the monthly service charge for the system.

3.10 Golf Carts.

a. The Professional shall make a minimum of fifty (50) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. Carts will not be more than five (5) years old unless with written permission from the Golf Manager and the appearance and condition of the fleet is in satisfactory condition and passes an annual inspection with the Golf Manager and Professional.

b. The Professional may purchase or lease new golf carts during the term of this Agreement and the Parks and Recreation Division has the option to purchase or assume lease of those carts upon expiration or early termination of this or subsequent agreements, at current appraised value, from the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:

i) The Parks and Recreation Division must approve the purchase price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to the Parks and Recreation Division; and

ii) The carts purchased will be subject to a five-year (5) amortization of the agreed upon purchase price; and

c. Arrangement shall be made by the Professional for fueling of the golf carts. Professional may choose to provide his/her own fuel, which shall only be dispensed from an approved above ground fuel tank. If Professional

installs his/her own tank, location must be prior approved by the Parks and Recreation Division. The Professional may request to purchase fuel from the Parks and Recreation Division. All fueling arrangements will be made between the Professional and the Golf Manager.

Section 4. TERM.

This Agreement shall commence on January 1, 2027, and shall terminate December 31, 2031. The Golf Manager, with the approval of the Park Board may extend this Agreement for one (1) additional five (5) year term. Any extensions will be conditioned on the Professional's previous Term's operation having been performed to sole discretion of the Park Board and the Golf Manager's satisfaction. The Golf Professional will advise the Golf Manager, in writing, no later than February 1, 2031, of his or her desire to extend the Agreement. The extension request shall not be entertained if the Golf Professional is in any form of default. This does not preclude the Parks Division from issuing Requests For Proposals (RFP) for the following term.

4.1 Annual Evaluation. The Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than February 15th of each year and prior to any Agreement extension. Results of the annual evaluation will be discussed and shared with the Golf Committee.

Section 5. GOLF MANAGER.

The Golf Manager shall be the designated representative of the Parks and Recreation Division for the purpose of supervising and managing the Golf Course grounds, Clubhouse/restaurant operations, and to ensure compliance with the terms and conditions of this Agreement. The Professional shall first address any concerns to the Golf Manager.

5.1 Maintenance. The Parks and Recreation Division shall be responsible for the maintenance of Golf Course grounds, the practice range, parking area, snow removal in the parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, helping with general litter clean-up of the parking area, replacement of light bulbs, minor plumbing of restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole expense of the Professional. If the Professional and Golf Manager disagree on the definition of appropriate maintenance, a mutually agreed third-party will be consulted to reach a resolution.

5.2 Golf Course Marshal. The Parks and Recreation Division may, at its own cost and expense, provide a golf marshal at the course who shall ensure all players have paid the necessary fees and been issued receipts, as well as provide other customer service as directed by the Golf Manager.

5.3 Rules and Regulations. The Park Board of the Parks and Recreation Division shall fix, by resolution, rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse/restaurant, including but not limited to: minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number), minimum numbers of hours the Golf Pro Shop and restaurant are to be kept open each day and each week, amount of all fees, including but not limited to: Greens fees, private cart daily fees, annual private cart permit fees and season ticket fees.

Section 6. COLLECTION OF FEES BY PROFESSIONAL.

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

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

6.3 At the end of the year, a financial report shall be sent to the Parks and Recreation Division of Spokane.

6.4 The Professional shall follow the collection of fees process as currently directed by Parks and Recreation Division, to include the City of Spokane Cash Handler Policy and Procedures Manual.

Section 7. COMMISSION / SPLIT CONSIDERATION.

7.1. Consideration paid to Parks and Recreation for the first three years of the term (2027-2029).

Parks and Recreation Division shall be entitled to the following proceeds:

a. THREE PERCENT (3%) of gross receipts from the operation of the practice range;

b. ONE PERCENT (1%) of gross receipts from rental of golf carts and pull-carts;

c. ONE PERCENT (1%) of gross receipts from Pro Shop sales, which include club rentals;

d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons;

e. FORTY PERCENT (40%) of gross receipts from facility rentals. This includes the upstairs apartment, should it be rented by the Professional during the Term of this Agreement.

f. EIGHTY PERCENT (80%) of gross receipts for the rental of the golf course for weddings;

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

h. ONE HUNDRED PERCENT (100%) of Green Fees.

7.2. Consideration paid to the Professional for the first three years of the term (2027-2029).

The Professional shall be entitled to the following:

a. NINETY-SEVEN PERCENT (97%) of gross receipts from the operation of the driving range.

b. NINETY-NINE PERCENT (99%) of gross receipts from rental of golf carts and pull carts.

c. NINETY-NINE PERCENT (99%) of gross receipts from Pro Shop sales, including club rentals.

d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons.

e. SIXTY PERCENT (60%) of gross receipts from facility rentals. This includes the apartment, should it be rented by the Professional during the Agreement.

f. TWENTY PERCENT (20%) of the gross receipts for the rental of the golf course for weddings.

g. ZERO PERCENT (0%) of Green fees.

h. ONE HUNDRED PERCENT (100%) of Food and Beverage (F & B) Sales.

7.3. Consideration paid to Parks and Recreation for the last two years of the term (2030-2031).

Parks and Recreation Division shall be entitled to the following proceeds:

a. FIVE PERCENT (5%) of gross receipts from the operation of the practice range;

b. TWO PERCENT (2%) of gross receipts from rental of golf carts and pull-carts;

c. TWO PERCENT (2%) of gross receipts from Pro Shop sales, which include club rentals;

d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons;

e. FORTY PERCENT (40%) of gross receipts from facility rentals. This includes the upstairs apartment, should it be rented by the Professional during the Term of this Agreement.

f. EIGHTY PERCENT (80%) of gross receipts for the rental of the golf course for weddings;

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

h. ONE HUNDRED PERCENT (100%) of Green Fees.

7.4. Consideration paid to the Professional for the last two years of the term (2030-2031).

The Professional shall be entitled to the following:

a. NINETY-FIVE PERCENT (95%) of gross receipts from the operation of the driving range.

b. NINETY-EIGHT PERCENT (98%) of gross receipts from rental of golf carts and pull carts.

c. NINETY-EIGHT PERCENT (98%) of gross receipts from Pro Shop sales, including club rentals.

d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons.

e. SIXTY PERCENT (60%) of gross receipts from facility rentals. This includes the apartment, should it be rented by the Professional during the Agreement.

f. TWENTY PERCENT (20%) of the gross receipts for the rental of the golf course for weddings.

g. ZERO PERCENT (0%) of Green fees.

h. ONE HUNDRED PERCENT (100%) of Food and Beverage (F & B) Sales.

Section 8. INDEMNIFICATION, INSURANCE, BOND.

8.1 Indemnification.

The Professional shall defend, indemnify, and hold Parks and Recreation 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 Professional's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the Professional to indemnify Parks and Recreation against and hold harmless the Parks and Recreation from claims, demands or suits based solely upon the negligence of Parks and Recreation, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Professional's agents or employees and Parks and Recreation, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Professional, its agents or employees. The Professional specifically assumes liability and agrees to defend, indemnify, and hold Parks and Recreation harmless for actions brought by the Professional's own employees against Parks and Recreation and, solely for the purpose of this indemnification and defense, the Professional specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Professional 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 harmless Parks and Recreation provided for in this section shall survive any termination or expiration of this agreement.

8.2 Insurance.

During the period of the Agreement, the Professional 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 Worker's Compensation coverage for all their subject workers and Employers Liability Insurance (Stop Gap) in the amount of $1,000,000.

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate 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 Professional's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with the Professional'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;

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; and

D. **Professional Liability Insurance** (Errors and Omissions) 1,000,000 per claim/aggregate. 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 Professional or its insurer(s) to the City. Except with regard to Professional Liability (when required) and Worker's Compensation Insurance, each of the policies shall endorse the City of Spokane as an "Additional Insured" specifically for the Professional'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 Professional shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. **As evidence of the insurance coverage(s) required by this**

Agreement, the Professional shall furnish the agreed Certificates of Insurance (COI) within five (5) business days of the commencement of this Agreement.

8.3 Bond. The Professional shall continuously maintain at his sole expense a Surety/payment guarantee or employee dishonesty Bond covering collection of fees on the Premises for the benefit of the Parks and Recreation Division. The Bond shall be in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) and must cover all employees. The Professional must additionally provide broad form money and securities coverage, both inside and outside the Premises in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00).

8.4 Proof of the above requirements must be provided to the Parks and Recreation Division upon execution of this Agreement. The policies required hereinshall provide not less than thirty (30) days prior written notice to the Parks and Recreation Division of any cancellation, expiration, modification, or reduction in coverage or liability limits.

Section 9. INDEPENDENT CONTRACTOR.

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

Section 10. TERMINATION.

The Parks and Recreation Division reserves the right to terminate this Agreement upon the failure of the Golf Professional to perform any of the terms and conditions of this Agreement. Either Party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other Party. In the event of such termination, the City shall pay the Professional for all work previously authorized and performed prior to the termination date.

i) Enter the Golf Pro Shop and Golf Course and take immediate possession thereof;

ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to the Parks and Recreation Division, which shall have accrued to the time of termination of the Professional's rights.

a. The Professional is subject to immediate termination if the Professional violates any fiduciary duty to the Parks and Recreation Division, including but not limited to, by allowing play at less than the posted rates (excluding discounted rates approved by the Golf Manager).

b. The Professional is subject to immediate termination if the Professional or any employee is knowingly found to be in violation of food service regulations and/or alcohol service regulations/laws and/or a State issued audit finding solely due to the actions of the Professional.

c. The Professional may terminate this Agreement by giving ninety (90) days prior written notice. Such notice shall be given to the Golf Manager.

Section 11. TIME TO BE DEVOTED BY PROFESSIONAL.

a. General. It is mutually understood the primary function of the Professional shall devote such time as necessary to satisfactorily and wholly carry out the duties of this Agreement.

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

c. Non-Golf and Off-Season Activities. Golf Professional acknowledges that it is the Parks and Recreation Division's intent to potentially implement, at its expense, non-golf recreational programs such as hiking, biking, cross-country skiing, snowshoeing, and other similar programs on or near the Golf Course facilities. The Parks and Recreation Division will consult with the Professional to develop said programs and identify potential operational issues with said activities to minimize conflicts with golf operations.

Section 12. REFUSE CHARGES.

The Professional will pay the Clubhouse/restaurant refuse charges during the playing season. On or before December 1, it will be the responsibility of the Professional to notify, in writing, the City Solid Waste Management Division to stop regular pick-up and to be certain that service will be changed as necessary to an

"on-call" basis. The Superintendent will then be responsible for contacting the Solid Waste Management Division when pick-up is necessary. The Parks and Recreation Division will pay for these "on-call" services, when authorized by the Superintendent. On or before March 1, when the restaurant again re-opens, the Professional will be responsible for notifying, in writing, the Solid Waste Management Division to resume regular pick-ups.

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

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

Section 13. TAXES, FEES AND LICENSES.

The Professional 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 Professional'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.

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.

Section 14. ASSIGNMENT AND SUBCONTRACTING.

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

Section 15. 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.

Section 16. ANTI-KICKBACK.

No officer or employee of Parks and Recreation or 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.

Section 17. NON-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 Parks and Recreation of any performance by the Professional after the time the same shall have become due nor payment to the Professional for any portion of the Work shall constitute a waiver by Parks and Recreation of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Parks and Recreation in writing.

Section 18. LIENS.

The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the Premises and shall keep the Premises free and clear of all liens for work performed thereon.

Section 19. DISPUTES.

If Parks and Recreation objects to all or any portion of an invoice, it shall notify the Professional 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.

Section 20. NONDISCRIMINATION.

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

Section 21. AUDIT/RECORDS.

The Professional and its sub-contractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Professional and its sub-contractors shall provide access to authorized Parks and Recreation 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.

Section 22. DEBARMENT AND SUSPENSION.

The Professional 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.

Entered into Agreement on this _____ day of _____, 2026.

KYLE KELLY, PGA GOLF PROFESSIONAL d/b/a 2K'S GOLF MANAGEMENT, LLC	CITY OF SPOKANE PARKS AND RECREATION DIVISION
By: _____	By: _____
Title: _____	Title: _____
Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are a part of this Agreement:

Exhibit A - Debarment Certification

26-258

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.

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

License Information:

New search Back to results

Entity name: 2K'S GOLF MANAGEMENT LLC

Business name: THE CREEK AT QUALCHAN

Entity type: Limited Liability Company

UBI #: 606-217-258

Business ID: 001

Location ID: 0001

Location: Active

Location address: 301 E MEADOWLANE RD
SPOKANE WA 99224-8275

Mailing address: 301 E MEADOWLANE RD
SPOKANE WA 99224-8275

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 dat
Spirits/Beer/Wine Restaurant Lounge +				Pending	Sep-30-2027	
Spokane General Business				Active	Sep-30-2027	Sep-23-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KELY, KYLE MARTIN	Manager, Member

Registered Trade Names

Registered trade names	Status	First issued
THE CREEK AT QUALCHAN	Active	Sep-23-2026

The Business Lookup information is updated nightly. Search date and time: 10/1/2026 11:11:04 AM

Return to Agenda

Spokane Park Board Briefing Paper

City of Spokane PARKS & RECREATION

Committee	Finance	**Committee meeting date**: October 6, 2026	
Requester	Rich Lentz	**Phone number**: 509-625-6544	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◯ New ◯ Renewal/ext. ◯ Lease ◯ Amendment/change order ◉ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goals A-L	**Master Plan Priority Tier**: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	Parks and Golf 2027 Budget Proposal		
Begin/end dates	Begins: 01/01/2027	Ends: 12/31/2027	☐ 06/01/2525

Background/history:

The attached documentation contains the proposed 2027 budget for Parks (which includes Right of Way and Levy) and Golf annual budgets.

Motion wording:

Approve the Parks and Golf 2027 operating budgets as proposed.

Approvals/signatures outside Parks: ◯ Yes ◉ No

If so, who/what department, agency or company:

Name: Email address: Phone:

Distribution:

Parks – Accounting
Parks – Sarah Deatrich
Requester: Rich Lentz
Grant Management Department/Name:

Fiscal impact: ◉ **Expenditure** ◯ **Revenue**

Amount: Budget code:

Vendor: ◯ Existing vendor ◯ New vendor

Supporting documents:

- ☐ Quotes/solicitation (RFP, RFQ, RFB)
- ☐ Contractor is on the City's A&E Roster - City of Spokane
- ☐ UBI: Business license expiration date:
- ☐ W-9 (for new contractors/consultants/vendors
- ☐ ACH Forms (for new contractors/consultants/vendors
- ☐ Insurance Certificate (min. $1 million in General Liability)

Return to Agenda

Spokane Park Board Briefing Paper

Committee	Finance Committee	**Committee meeting date**: 10/06/2026	
Requester	Heather Smith	**Phone number**: 509.724.3585	
Type of agenda item	◯ Consent ◯ Discussion ◯ Information ◉ Action		
Type of contract/agreement	◉ New ◯ Renewal/ext. ◯ Lease ◯ Amendment/change order ◯ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goal A; Obj. 1, Goal K; Ob. 1	**Master Plan Priority Tier**: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Buell Recreation, LLC. / Westgate Park Playground Equipment Purchase ($119,896.59)		
Begin/end dates	Begins: 10/06/2026	Ends: 07/30/2027	☐ 06/01/2525

Background/history:

The City of Spokane Parks Department requested proposals from multiple vendors for replacement playground equipment at Westgate Park, and the recommended option reflects the preference of the public.

The "Westgate Park Playground Equipment Purchase" includes Buell Recreation playground equipment selected by residents of northwest Spokane.

A partial replacement of the play area was originally included in the 2026 adopted park capital project list and funded by the neighborhood park improvement levy. However, the 2026 Old Trails fire damaged the existing play structure, swing set, and safety surfacing, necessitating their full removal. While the Parks Department awaits FEMA reimbursement for the fire-related damage at Westgate Park, it is proceeding with a full replacement of the playground equipment using parks levy funds.

Motion wording:

Motion to approve Buell Recreation, LLC. contract for Westgate Park Playground Equipment Purchase & Installation in the amount of $119,896.59 including tax

Approvals/signatures outside Parks: ◉ Yes ◯ No

If so, who/what department, agency or company: Buell Recreation, LLC.

Name: Libby Allen Email address: libby@buellrecreation.com Phone: 503.922.1650

Distribution:

Parks – Accounting
Parks – Sarah Deatrich
Requester: hmsmith@spokanecity.org
Grant Management Department/Name:
Nick Hamad

Fiscal impact: ◉ **Expenditure** ◯ **Revenue**

Amount: $119,896.59

Budget code: 1950-54920-56504-48215

Vendor: ◯ Existing vendor ◉ New vendor

Supporting documents:

☐ Quotes/solicitation (RFP, RFQ, RFB)

☐ Business license Expiration date:

☐ Insurance Certificate

ESTIMATE

Buell Recreation LLC
7327 SW Barnes Rd #601
Portland, OR 97225

admin@buellrecreation.com
+1 (503) 922-1650
www.buellrecreation.com

Spokane, City of

Bill to
City of Spokane
2304 E Mallon
Spokane, WA 99202

Ship to
Westgate Park
5402 W Conestoga Ave
Spokane, WA 99208

Estimate details
Estimate no.: G26-0491A
Estimate date: 09/18/2026
Expiration date: 10/18/2026

PROJECT: Westgate Park
Sales Representative: Libby Allen

#	Product/service	Description	Qty	Rate	Amount
1.	**Play Structure**	BCI Burke Structure per proposal #907-222208-5	1	$54,808.00	$54,808.00
2.	**550-0228**	Evolution Arch Swing	1	$3,267.00	$3,267.00
3.	**550-0229**	Evolution Arch Swing Added Bay	1	$2,145.00	$2,145.00
4.	**550-0099**	Molded Rubber Infant Swing Seat, 7' or 8' beam height, with chain	1	$241.00	$241.00
5.	**550-0111**	Molded Rubber Belt Swing Seat	2	$134.00	$268.00
6.	**550-0171**	Freedom Swing Seat with chain for 8' toprail	1	$1,291.00	$1,291.00
7.	**550-0225**	Cirrus Swing	1	$8,114.00	$8,114.00
8.	**560-0073**	Nido Spinner	1	$4,480.00	$4,480.00
9.	**560-2573**	KidForce Spinner	1	$1,024.00	$1,024.00
10.	**560-2592**	Verve Climber V XS	1	$3,965.00	$3,965.00
11.	**Sourcewell Discount**	Sourcewell Contract Discount per Contract #101625-BUR	1	−$7,960.30	−$7,960.30
12.	**Discount**	Special Pricing Discount	1	−$9,528.70	−$9,528.70
13.	**Freight**	Shipping	1	$7,206.00	$7,206.00

14.	**Discount**	Courtesy Discount on Freight	1	−$500.00	−$500.00
15.	**Complete Installation**	Complete Installation to include: -Receive and offload equipment -All labor and concrete material necessary for the installation of play equipment -Provide and install geotextile fabric -Receive and install/spread 175 CY of EWF -Clean-up & safety check -Prevailing Wages Installation Pricing is based on manufacturer's recommendations. Direct access is required for large construction vehicles. PLEASE NOTE: -Customer is responsible for calling 888-DIG-SAFE a minimum of 72 hours before installation is to begin -Customer is responsible for accepting delivery, storage of equipment and transporting equipment from storage to the site, if storage is other than installation site. -Unforeseen subsurface obstructions may incur additional charges. -Any changes, additions, or delays to this proposal will affect pricing. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until change order(s) are fully executed. -If you are planning to post a construction camera, please disclose. EXCLUSIONS: -Site Prep- Installation assumes a flat, dirt surface with no grading preparation required. We are not responsible for any site preparation. -Demo of any Kind -Digging thru safety surfacing, drain rock or underground formalities -Disposal of soil from footing holes (figured to be disposed of on site) -Security fencing and overnight security are not included. -Portable restrooms -Permits and Engineered Drawings if required. -Payment or Performance Bonds -Davis Bacon, Union or other Special Wages unless Indicated -Third Party Inspections	1	$32,375.00	$32,375.00
16.	**EWF**	175 CY Certified Engineered Wood Fiber Surfacing Note: Freight is calculated based on one truckload required. Depending on the	1	$9,159.00	$9,159.00

		maximum EWF weight, loads may be shortened or additional freight costs may be required due to potential wet weather impacting the EWF weight.			
17.	**Sourcewell Discount**	Sourcewell Contract Discount per Contract #101625-BUR	1	−$457.95	−$457.95
18.	**EWF Terms**	Quotes are valid for 30 days from date of quotation. Please note, weather conditions may impact the load sizes. Please ensure ample clearances for tractor trailer deliveries (10'Wx14'H Min). Additional fees may apply if there are delivery issues.	1	$0.00	$0.00
19.	**Clearance**	Please ensure there are ample clearances for tractor trailer deliveries, some trucks are 10'wx14'h x 65'l. Extra charges will incur if smaller trucks are required for access or multiple drops. Please discuss before ordering.	1	$0.00	$0.00
20.	**Contact**	Contact Must be Present to sign for deliveries unless prior arrangements are made. Drivers Contact:_____ Contact Phone#:_____	1	$0.00	$0.00
21.	**Cancelled Orders**	Orders cancelled less than 48 hours in advance of delivery will be charged freight.	1	$0.00	$0.00
22.	**Buell Billing**	Please make Purchase Order to Buell Recreation and email to your representative or sales@buellrecreation.com. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein. Please provide the following with your signed quote/purchase order: -Payment per terms if required -Color selections -Shipping Address -Site Contact Name and Phone Number -Any Other Key information requested	1	$0.00	$0.00
23.	**Lead Time**	Lead Time is approx. 6 weeks from receipt of your completed order and payment (if required). Lead times can fluctuate so please inquire upon time of ordering.	1	$0.00	$0.00
24.	**Terms Govt.**	Govt. Purchase Order with payment due 30 days from product shipment and services such as installations due upon completion. Equipment may be invoiced separately from other services and are payable in advance of project/supply or completion. No retainage.	1	$0.00	$0.00

25.	**Sourcewell Contract**	Sourcewell Publicly Solicited Contract #: 101625-BUR City of Spokane Member ID# 33592 https://www.sourcewell-mn.gov/	1	$0.00	$0.00

Note to customer

PLACING AN ORDER: Upon ordering please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable. Please mark any changes on the quote such as billing/shipping address, drivers contact and color selection. IF INSTALLATION IS INCLUDED: This quote does not include Prevailing Wages, Davis Bacon Wages or Performance Bonds unless noted. Owner is responsible for site preparation unless otherwise noted.

Subtotal	$109,896.05
Sales tax	$10,000.54
Total	**$119,896.59**
Expiry date	10/18/2026

Accepted date

Accepted by

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

WESTGATE PARK

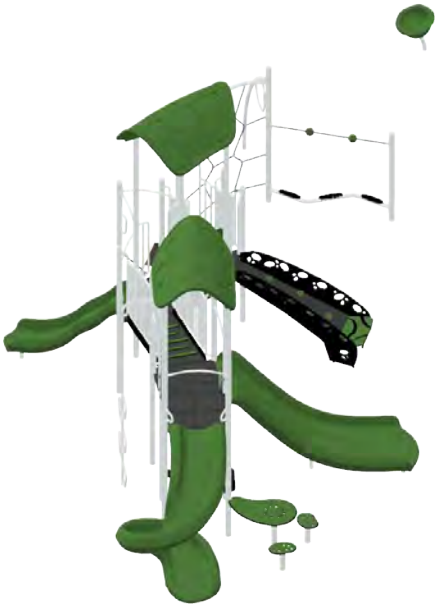
5402 W Conestoga Ave | Spokane, WA 99208











Buell Recreation
7327 Barnes Road #601 | Portland, OR 97725 | 503-922-1650

Buell Recreation
Real People. Real Play. For Everyone.

September 16, 2026

Heather Smith
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3301

Dear Heather Smith:

Buell Recreation is delighted to provide City of Spokane with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Buell Recreation is confident that this proposal will satisfy City of Spokane's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City of Spokane. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Libby Allen
Sales Representative

Buell Recreation
7327 Barnes Road #601
Portland, OR 97725
www.buellrecreation.com
www.bciburke.com

Phone: 503-922-1650
Fax: 866-597-0033
Email: libby@buellrecreation.com

COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or v**isit bciburke.com/rep**. Our passion is bringing play to communities like yours and we can't wait to help you get started!

equalis GROUP

GSA Contract Holder
Contract 47QSMA20D0BNL | 47QSMA20D0BNM

GOVMVMT

OMNIA PARTNERS

Sourcewell
Awarded Contract
Contract # 010521-BUR







FEATURED PLAY EVENTS



CRESCENT SPINNER PANEL
Create the perfect play area for children with Burke's Interactive Play Panels. The play panels encourage exploration, interaction and develop fine-motor skills for children with all abilities.



ROCK 'N' ROLL SLIDE
This exclusive slide adds excitement to your playgrounds. It features 'Burke Built™' quality, and the double-wall compounded plastic construction means it is stronger and will last longer.



Synergy Hammock
Designed as a fun piece for children to explore movement or take a break, the Synergy Hammock is a great addition to any playspace.

FEATURED PLAY EVENTS



Verve® V XS
Verve Climbers provide random paths for children to climb on the inside or outside, vertically or traverse.



Freedom Swing Seat
The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat.



KidForce Spinner
The KidForce Spinner provides an exciting motion element on any playground. Using their own weight and momentum, children can spin these unique seats in 360° circle.

DESIGN SUMMARY

Buell Recreation is very pleased to present this Proposal for consideration for the Westgate Park located in Spokane. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Spokane. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Westgate Park
- Project Number: 907-222208-5
- User Capacity: 93
- Age Groups: 2 to 12
- Dimensions: 94' 5" x 60' 10"
- Designer: John Uelmen

Buell Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Westgate Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 907-222208-5 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Westgate Park project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

SERIES LINE: Synergy | Burke Basics

GROUP:
Structure | Freestanding

DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen

SITE PLAN VIEW

AREA: 4,750 SQUARE FEET
PERIMETER: 281 LINEAR FEET

PLEASE NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS PLAYGROUND LAYOUT IS TO BE PLACED. UNLESS OTHERWISE NOTED THE PLAY AREA IS ASSUMED TO BE LEVEL.

OVERALL BOUNDING OF USE ZONES
Area: 5733.2 sq.ft.
Perimeter: 310.2 ft.
STRUCTURE SIZE: 60' 10"x94' 5"
POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
17	11 / 6	10 / 0	0 / 0	13 / 4	7 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

SERIES LINE: Synergy | Burke Basics

GROUP: Structure

DESIGNED FOR AGES: 2 to 12

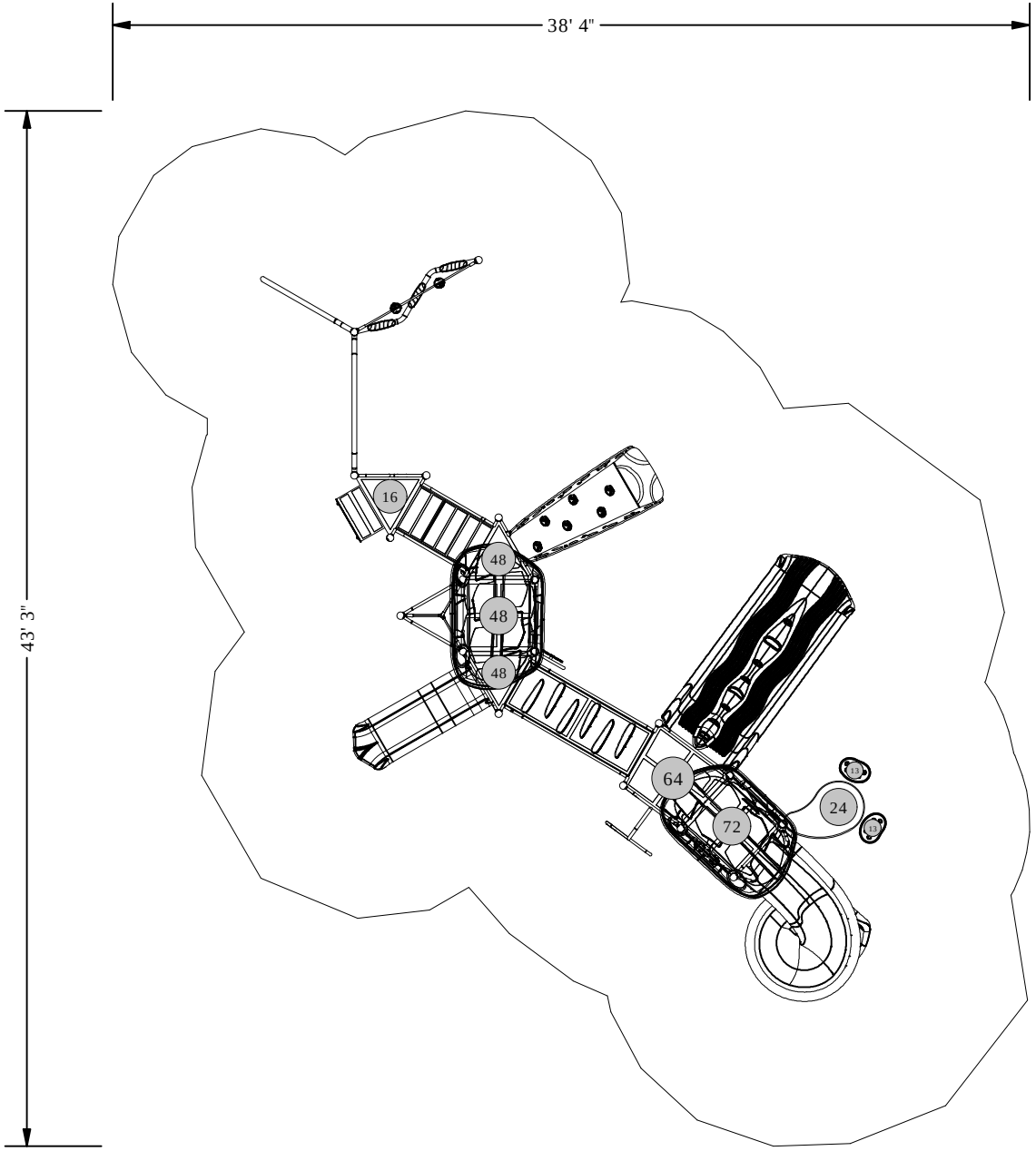
Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen

SITE PLAN VIEW



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STRUCTURE SIZE: 60' 10"x94' 5"
POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
17	11 / 6	10 / 0	0 / 0	13 / 4	7 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen

SITE PLAN VIEW

OVERALL BOUNDING OF USE ZONES
Area: 5733.2 sq.ft.
Perimeter: 310.2 ft.
STRUCTURE SIZE: 60' 10"x94' 5"
POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

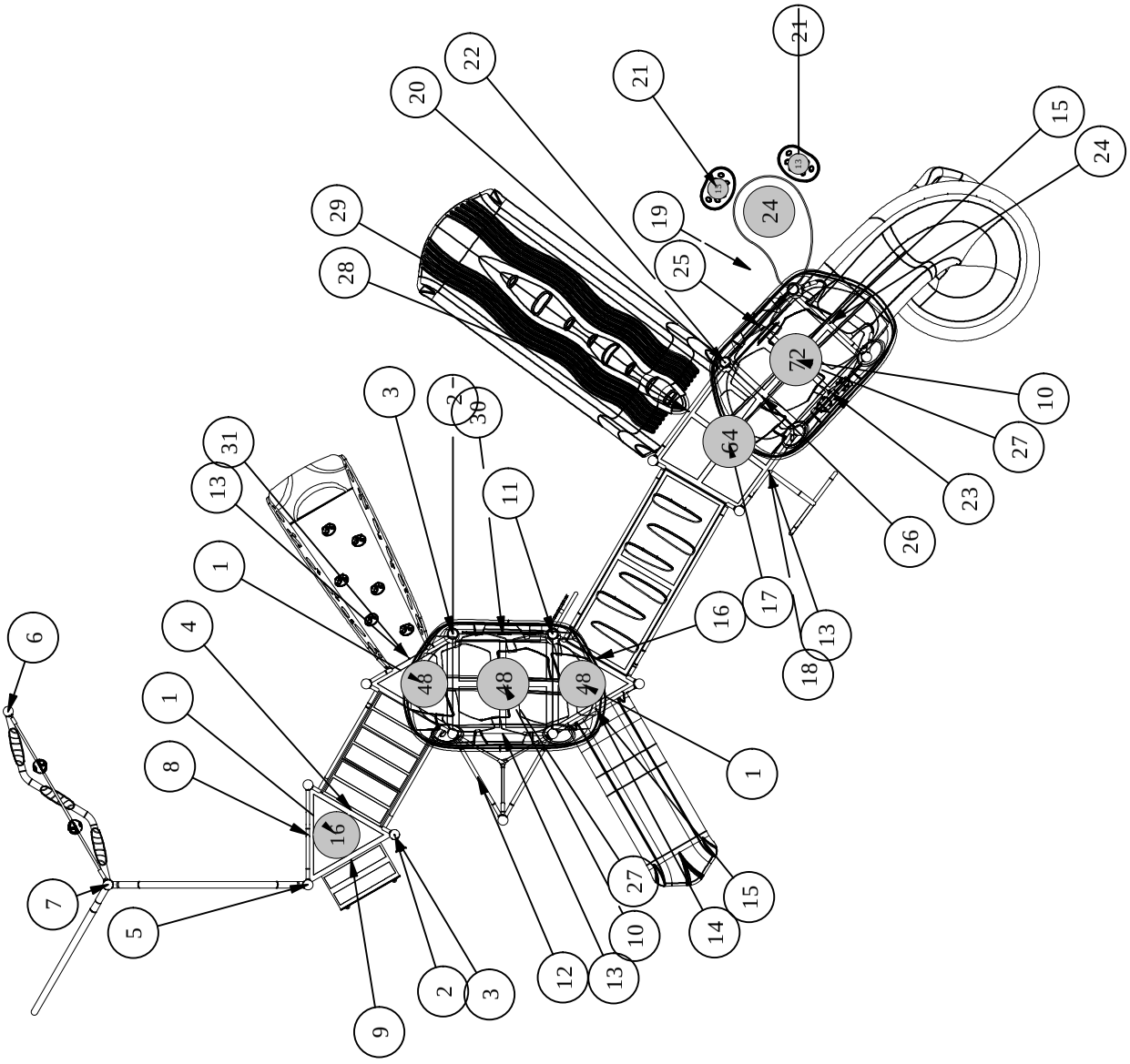
PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
17	11 / 6	10 / 0	0 / 0	13 / 4	7 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

ITEM	COMP.	DESCRIPTION
1	290-0106	TRIANGLE PLATFORM
2	690-1000	METAL STRUCTURE ID LABEL
3	690-0212	METAL 2-12 WARNING LABEL
4	390-0107	32" TRANSITION STAIR W/BARRIERS
5	390-0343	NetLink
6	390-0342	LEDGE LINK
7	390-0338	UPPER BODY HANGSPOT
8	290-0104	OFFSET ENCLOSURE
9	390-0226	SINGLE STEP
10	290-0102	SQUARE PLATFORM
11	590-0140	SPINNER CRESCENT PANEL
12	390-0335	ROPE TRIANGLE CLIMBER, 48"
13	290-0110	CLIMBER ENCLOSURE
14	490-0132	ROCK N ROLL SLIDE 40"-48"
15	490-0141	SLIDE SIT DOWN BAR
16	390-0007	TERREX CLIMBER
17	290-0103	TRAPEZOID PLATFORM
18	390-0309	SNAKE CLIMBER 56"-72"
19	580-1356	LIL NOVO BEAN TABLE
20	590-0400	SYNERGY COUNTER
21	580-1355	LIL NOVO BEAN BENCH
22	490-0189	HAMMOCK SEAT
23	590-0125	RAIN WHEEL PANEL, ABOVE PLATFORM
24	490-0231	EXTREME TWIST SPIRAL SLIDE
25	590-0129	CAR PANEL, ABOVE PLATFORM
26	290-0101	8" CLOSURE PLATE
27	490-0230	NISO ROOF
28	490-0187	CONTOUR SLIDE, 64"-72"
29	490-0138	DOUBLE SLIDE SIT DOWN BAR
30	590-0160	ACORN PANEL, 2-SIDED ABOVE PLATFORM
31	390-0339	RockReach, 48"



SERIES LINE: Synergy | Burke Basics

COMPONENT VIEW

GROUP:
Structure

DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen

ITEM	COMP.	DESCRIPTION
1	560-0073	NIDO SPINNER
2	560-2592	VERVE CLIMBER V XS
3	550-0228	EVOLUTION ARCH SWING
4	550-0228 -END_R	EVOLUTION ARCH SWING
5	550-0229	EVOLUTION ARCH SWING ADDED BAY
6	550-0228 -MID	EVOLUTION ARCH SWING
7	550-0228 -END_L	EVOLUTION ARCH SWING
8	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
9	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN
10	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
11	550-0225	CIRRUS SWING
12	550-0186 -END	VOLITO
13	560-2573	KIDFORCE SPINNER

SERIES LINE: Burke Basics

COMPONENT VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026
Buell Recreation
907-222208-5
Designer: John Uelmen

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SERIES LINE: Synergy | Burke Basics

ELEVATION VIEW

GROUP:
Structure | Freestanding

DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen

SERIES LINE: Synergy | Burke Basics

ELEVATION VIEW

GROUP:
Structure

DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen

SERIES LINE: Burke Basics

ELEVATION VIEW

GROUP:
Freestanding

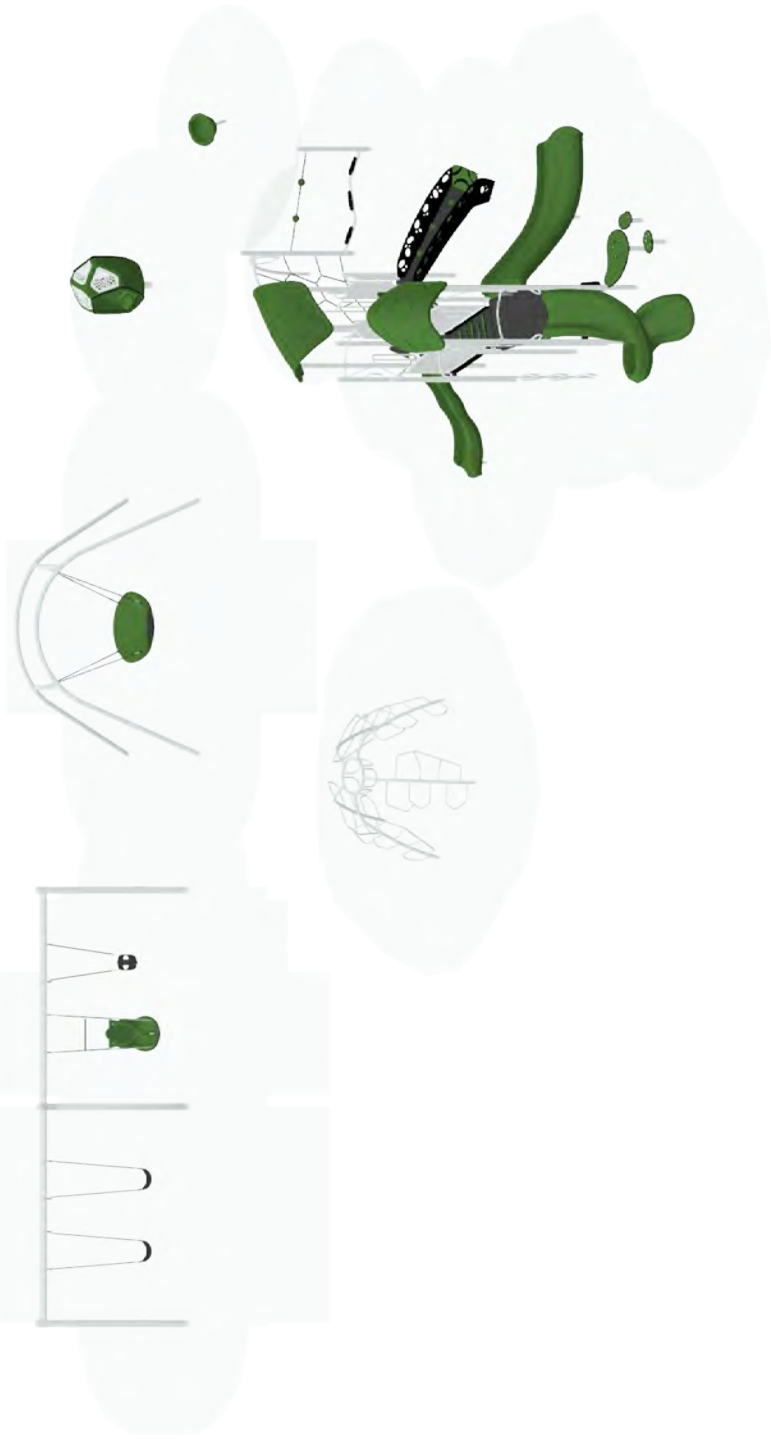
DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen



SERIES LINE: Synergy | Burke Basics

ISOMETRIC VIEW

GROUP:
Structure | Freestanding

DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen



SERIES LINE: Synergy | Burke Basics

ISOMETRIC VIEW

GROUP:
Structure

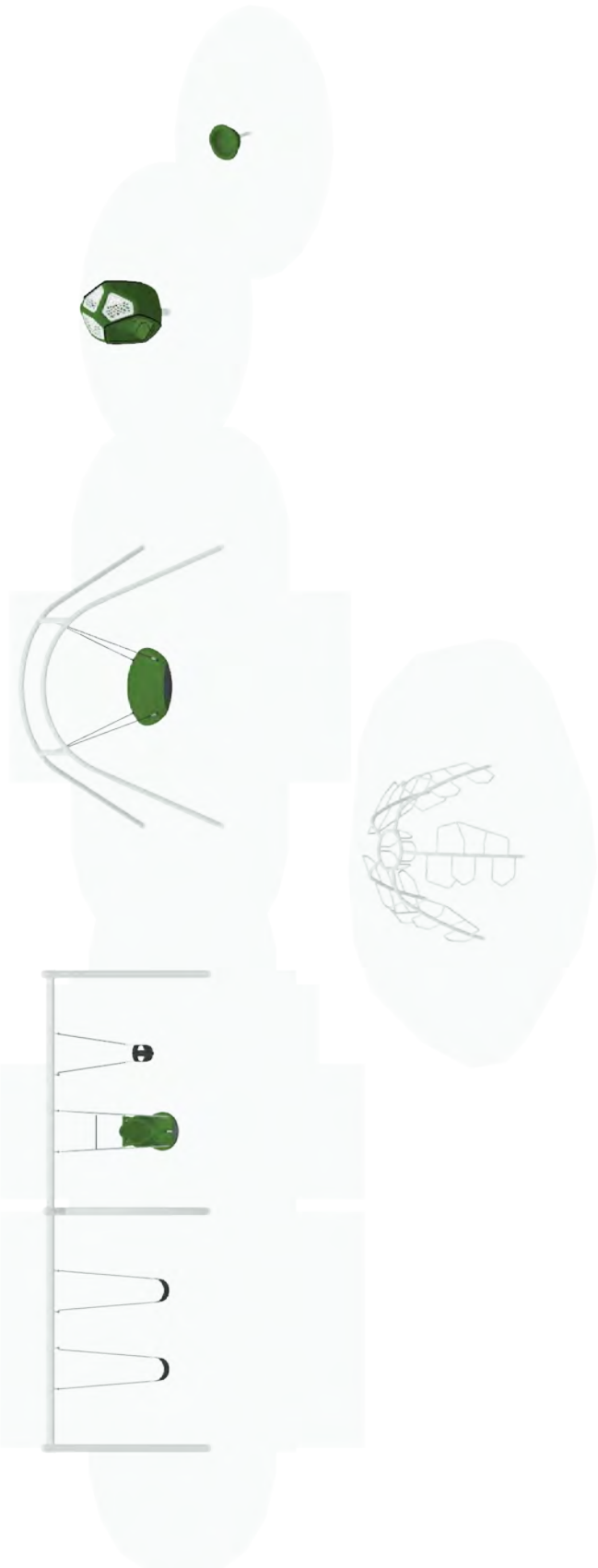
DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen



SERIES LINE: Burke Basics

ISOMETRIC VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Westgate Park
Spokane, WA 99208

09/16/2026

Buell Recreation
907-222208-5

Designer: John Uelmen

PROPOSAL 907-222208-5 | 9/16/2026 | 2026 PRICING

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487 and CPSC. To verify product certification, visit www.ipema.org.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Structure

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
580-1355	LIL NOVO BEAN BENCH	2	1	2	28	56
580-1356	LIL NOVO BEAN TABLE	1	5	5	60	60

Synergy

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0300-107C	3 1/2" OD X 107" CAPPED POST	2	0	0	40	80
072-0300-123C	3 1/2" OD X 123" CAPPED POST	3	0	0	45	135
072-0300-127C	3 1/2" OD X 127" CAPPED POST	1	0	0	47	47
072-0300-131C	3 1/2" OD X 131" CAPPED POST	1	0	0	48	48
072-0300-147C	3 1/2" OD X 147" CAPPED POST	1	0	0	54	54
072-0300-163C	3 1/2" OD X 163" CAPPING POST	1	0	0	60	60
072-0300-91C	3 1/2" OD X 91" CAPPED POST	1	0	0	34	34
072-0301-177R	3 1/2" OD X 177" ROOF POST	1	0	0	64	64
072-0301-181R	3 1/2" OD X 181" ROOF POST	2	0	0	66	132
072-0301-185R	3 1/2" OD X 185" ROOF POST	1	0	0	67	67
072-0301-189R	3 1/2" OD X 189" ROOF POST	1	0	0	69	69
072-0301-193R	3 1/2" OD X 193" ROOF POST	2	0	0	70	140
072-0301-197R	3 1/2" OD X 197" ROOF POST	1	0	0	72	72
290-0101	8" CLOSURE PLATE	1	0	0	5	5
290-0102	SQUARE PLATFORM	2	4	8	59	118
290-0103	TRAPEZOID PLATFORM	1	4	4	64	64
290-0104	OFFSET ENCLOSURE	1	0	0	26	26
290-0106	TRIANGLE PLATFORM	3	2	6	33	99
290-0110	CLIMBER ENCLOSURE	3	0	0	21	63
390-0007	TERREX CLIMBER	1	12	12	326	326
390-0107	32" TRANSITION STAIR W/BARRIERS	1	3	3	198	198
390-0226	SINGLE STEP	1	2	2	42	42
390-0309	SNAKE CLIMBER 56"-72"	1	3	3	48	48
390-0335	ROPE TRIANGLE CLIMBER, 48"	1	2	2	35	35
390-0338	UPPER BODY HANGSPOT	1	1	1	38	38
390-0339	RockReach, 48"	1	2	2	195	195
390-0342	LEDGE LINK	1	3	3	34	34
390-0343	NetLink	1	3	3	41	41

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
490-0132	ROCK N ROLL SLIDE 40"-48"	1	1	1	76	76
490-0138	DOUBLE SLIDE SIT DOWN BAR	1	0	0	6	6
490-0141	SLIDE SIT DOWN BAR	2	0	0	5	10
490-0187	CONTOUR SLIDE, 64"-72"	1	4	4	206	206
490-0189	HAMMOCK SEAT	1	1	1	18	18
490-0230	NISO ROOF	2	0	0	64	128
490-0231	EXTREME TWIST SPIRAL SLIDE	1	2	2	192	192
590-0125	RAIN WHEEL PANEL, ABOVE PLATFORM	1	1	1	47	47
590-0129	CAR PANEL, ABOVE PLATFORM	1	1	1	39	39
590-0140	SPINNER CRESCENT PANEL	1	1	1	17	17
590-0160	ACORN PANEL, 2-SIDED ABOVE PLATFORM	1	2	2	32	32
590-0400	SYNERGY COUNTER	1	2	2	52	52
690-0212	METAL 2-12 WARNING LABEL	2	0	0	1	2
690-1000	METAL STRUCTURE ID LABEL	2	0	0	1	2

Total User Capacity: 71
Total Weight: 3,277 lbs

Freestanding

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN	1	1	1	12	12
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	2	1	2	10	20
550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN	1	1	1	38	38
550-0225	CIRRUS SWING	1	4	4	437	437
550-0228	EVOLUTION ARCH SWING	1	0	0	399	399
550-0229	EVOLUTION ARCH SWING ADDED BAY	1	0	0	240	240
560-0073	NIDO SPINNER	1	2	2	185	185
560-2573	KIDFORCE SPINNER	1	1	1	43	43
560-2592	VERVE CLIMBER V XS	1	11	11	253	253

Total User Capacity: 22
Total Weight: 1,627 lbs

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

PROPOSAL 907-222208-5 | 9/16/2026 | 2026 PRICING

COLOR SELECTION LIST | Default Color Option

GROUP 1 (Structure)

Accessory:	White
HDPE 1 Color:	Black
HDPE 2 Color:	Olive-Black-Olive
Platform:	Gray
Post:	White
Rotomold Plastic:	Olive

GROUP 2 (Freestanding)

Accessory:	White
HDPE 2 Color:	Olive-Black-Olive
Platform:	Gray
Post:	White
Rotomold Plastic:	Olive

PROPOSAL 907-222208-5 | 9/16/2026 | 2026 PRICING

COLOR SELECTION LIST | R1:WhiteOliveBlack

GROUP 1 (Structure)

Accessory:	White
HDPE 1 Color:	Black
HDPE 2 Color:	Olive-Black-Olive, Brown-Tan-Brown, Gray-Black-Gray
Platform:	Gray
Post:	White
Rotomold Plastic:	Olive

GROUP 2 (Freestanding)

Accessory:	White
HDPE 2 Color:	Olive-Black-Olive
Platform:	Gray
Post:	White
Rotomold Plastic:	Olive

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



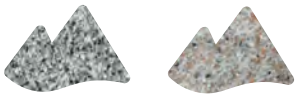
SOLIS HUE TOPPERS



TRADITIONAL SERIES SITE AMENITIES



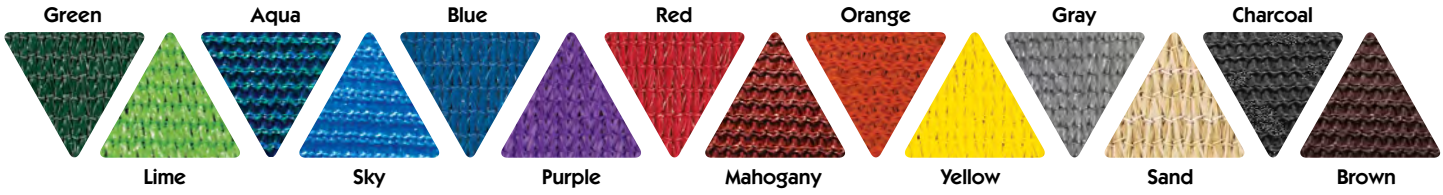
ROCKIT CLIMBERS



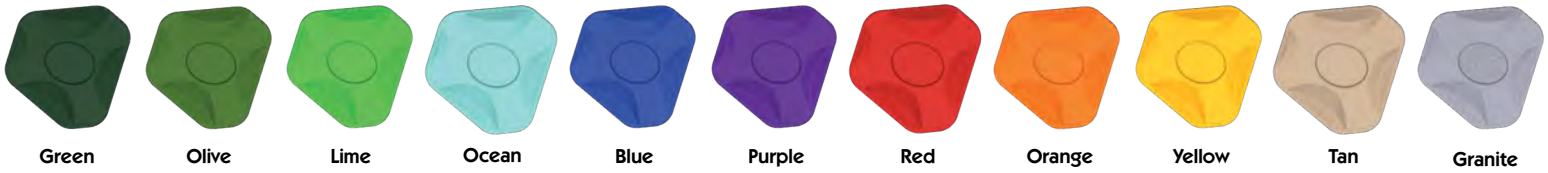
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



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BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070. **01/2025**

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

WESTGATE PARK OPT B

PROPOSAL #:907-222208-5





COLOR KEY

- WHITE
- OLIVE
- BLACK
- B OLIVE/BLACK

Explore the Virtual Tour!





Buell Recreation
Real People. Real Play. For Everyone.™

3D Designer: Heidi

PROPOSAL #:907-222208-5

WESTGATE PARK OPT B

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Buell Recreation™
Real People. Real Play. For Everyone.™

3D Designer: Heidi