



Spokane Park Board Finance Committee
3 p.m. Tuesday, Feb. 8, 2022
WebEx virtual meeting
Call-in: 408-418-9388; Access code: 2488 628 2003
Mark Buening – Parks Finance/Budget Director

Committee members

Bob Anderson – Chair
Greta Gilman
Gerry Sperling
Nick Sumner

Notice is hereby given that, pursuant to Gov. Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until the termination of the COVID-19 State of Emergency.

The Finance Committee meeting will be held virtually via WebEx teleconferencing at 3 p.m. Tuesday, Feb. 8, 2022. The public will be able to listen to the meeting by calling 408-418-9388 and entering the access code 2488 628 2003, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. Feb. 8 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to meeting attendees prior to the meeting.

Agenda

Action items

1. [Spokane Public School District 81 memorandum of understanding/Official dog park](#) – Garrett Jones

Discussion items

1. Capital Plan update – Nick Hamad
2. How do capital budgets differ from operating budgets? What determines a capital expense? What are options for financing the Parks capital program? Questions?

Standing report items

1. No January financial report

Agenda 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. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or erahrclerks@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.

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	Feb. 8, 2022		
Requester	Garrett Jones		Phone number: 509-363-5452
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Spokane School District 81 memorandum of understanding/Official dog park		
Begin/end dates	Begins: 02/10/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: As a part of the previously approved Inter-local Cooperation Agreement between SPS, the City of Spokane, Spokane Public Library, and Spokane Parks and Recreation and associated post closing memo, the City of Spokane and School District agreed to work together to determine the replacement location for the unofficial dog park displaced by the school district's construction of a new elementary school on Spokane's South Hill. Recognizing the need to both replace the unofficial dog park ,and plan dog parks and off-leash areas citywide, Spokane Parks and SPS have determined need to enter an memorandum of understanding outlining roles and responsibilities regarding future dog parks.			
Motion wording: Motion to approve memorandum of understanding with Spokane School District 81 regarding the official dog park			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane School District 81 Name: TBD Email address: Phone:			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Garrett Jones Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: N/A Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

City Clerk's No. _____



City of Spokane

MEMORANDUM OF UNDERSTANDING

Title: OFFICIAL DOG PARK

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the **CITY OF SPOKANE**, a Washington State municipal corporation, by and through the Spokane Park Board, as ("City") and **SPOKANE PUBLIC SCHOOLS** - Spokane School District No. 81 - a first-class school district operating under Title 28A RCW as ("School District"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **BACKGROUND/PURPOSE.** Previously the Parties were party to that certain Interlocal Cooperation Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation involving agreements relating to certain real property, joint use of facilities, and allocation of responsibility for operating costs. Pursuant to a Post Closing Memorandum (Re: Real Property Purchase, Sale and Exchange Agreement), the City of Spokane and the School District agreed to work together to determine the location of the Unofficial Dog Park which will be displaced by the School District's construction of a new middle school on Spokane's South Hill (Carla Peperzak Middle School). The Parties acknowledge and agree that the Spokane Parks and Natural Lands Master Planning process should inform decisions around the need and priority areas for future dog parks / off leash areas within the City of Spokane.

Recognizing the need to both improve dog park / off leash amenities citywide and the need to identify and improve one specific location as an Official Dog Park in the general vicinity of the land previously used as an unofficial dog park ("Official Dog Park), the City agrees to complete a citywide 'Type, Size and Location' dog park study ("Study") by the end of 2022 to include participation by the School District.

2. **SCOPE OF AGREEMENT.** Each party is responsible for the following:

a. City Responsibilities

- i. The City shall complete & adopt a systemwide Park and Natural Lands Master Plan ("Park Plan") which shall outline all community park needs and establish the relative importance of dog parks as compared to other community desires.
- ii. Park Plan shall be complete and adopted by Park Board by end of second quarter 2022.
- iii. Upon completion of the Park Plan, the City and their agent(s) shall extrapolate from the Park Plan information related to dog parks and complete a citywide dog park 'type, size and location' study ("Study") to identify potential location(s), recommended size, preferred layout, typical improvements & amenities, and approximate average cost for future public dog parks within the City of Spokane.
- iv. To provide input during the Study, the City shall convene an advisory committee consisting of stakeholders from City staff, School District staff, the general public, and non-profit organizations serving dogs. The committee shall recommend the below for approval or disapproval by the Spokane Park Board:
 1. A preferred distribution of dog parks / off leash areas throughout the City of Spokane, identifying approximate locations
 2. The specific location for the dog park / off leash area on existing City of Spokane property to replace the land previously used as an unofficial dog park ("Official Dog Park")
 3. "Official Dog Park" size will be determined by available City property.
 4. Preliminary Improvement Plans for the Official Dog Park (as outlined below)
 - a. A site plan depicting proposed improvements including pedestrian and vehicular ingress and egress routes, fences, and porta-potty pads.
 - b. Improvements beyond those identified in section 4.a. above, will be agreed upon by the City Parks department and Spokane Public Schools based on scope and budget.
 - c. Character sketches illustrating the elevation and general appearance of the improvements.
 - d. The estimated cost of the proposed improvements.
 - e. A written recommendation from the advisory committee to the Park Board for acceptance of the submitted preliminary improvement plan.
- v. The Park Board shall approve or disapprove of the committee recommended dog park / off leash area distribution, recommended Official Dog Park location and recommended Official Dog Park Preliminary

Improvement Plans within 60 days from advisory committee's delivery of said recommendations. In the event the Park Board disapproves the committee recommendations in part or in all, the committee shall revise the proposed recommendations as deemed necessary by the advisory committee, and thereafter resubmit the plan to the Park Board for review and approval.

- vi. Upon Park Board approval of the committee recommendations, the Study advisory committee shall disband.
- vii. Within (120) days after Park Board approval of the recommended Official Dog Park location and preliminary layout plan, or as otherwise mutually agreed, the City and their agent(s), with input from the School District, shall prepare construction documents in substantial conformance with the approved preliminary layout plan for review and approval by the Parks Director or designee. Official Dog Park construction shall not commence with construction until receiving approval of construction documents by the Parks Director or designee with input from the School District Director of Capital Projects.
- viii. Study, proposed design and other supporting materials shall be complete prior to end of October 2022.
- ix. City shall designate a qualified person to manage, administer the detailed design and construction of the Official Dog Park, in cooperation with a School District qualified person to advise on the project. This designee shall ensure the facility is constructed in accordance with agreed upon improvement plans, governmental approvals, permits, and applicable laws.
- x. The City and their agents, at no cost of expense to the School District, shall maintain, operate, and repair the Official Dog Park, including improvements, at the same frequency and quality as is performed on The City's other properties in perpetuity. Maintenance activity shall commence on the Substantial Completion of the Dog Park. Maintenance, operation and repair activities include but are not limited to: litter & pet waste removal, sweeping, washing and cleaning of hardscapes (walkways, walls, etc.), touch up painting, trimming and mowing shrubs grasses and trees, weeding and top-off mulching of landscape planting beds, minor repair to site fencing and gates, minor repair to any structures, minor repair, cleaning and upkeep of fixtures, furnishings and equipment, and maintenance of ground surfacing (gravel, turfgrass, artificial turf, etc.) within the Dog Park.
- xi. The Official Dog Park may or may not be closed daily during the City Park hours of closure as listed within the Spokane Park Code as codified in

Chapter 12.06A of the Spokane Municipal Code, as may be amended, or as approved by the Parks Director or his designed. The Official Dog Park may not be closed for private use or rentals.

- xii. The City shall place appropriate signage notifying the public the Official Dog Park is open to the public and that the entirety of the Park Code applies to the Official Dog Park.

b. School District Responsibilities

- i. School District shall designate representative(s) to participate in City led dog park / off leash area advisory committee.
 - ii. School District shall, at its sole expense fund the design, engineering, construction, and otherwise development of the Official Dog Park on the City property pursuant to all government authorities and requirements from agencies having jurisdiction and in a manner and quality consistent with the recommendation included in the preliminary layout plan as recommended by the Study advisory committee and as adopted by the Park Board and agreed to by the School District, all at no cost or expense to the City.
 - iii. School District shall allow the City to request improvements identified in 2.a.iv.4.b above.
 - iv. The City shall own all improvements constructed on the Official Dog Park site.
- c. If the City and School District, through no fault of its own, has not achieved substantial completion of Official Dog Park by April of 2023 as is necessary to remove Temporary Dog Park from service, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes, or alternatives to complete the improvements. As used herein, the term "Substantial Completion" shall mean the stage in the progress of the improvements are sufficiently complete in accordance with approved plans such that the public can occupy or utilize the improvements for their intended use.

3. COMPENSATION. No money is exchanged under this Agreement.

4. TERM. This agreement will be effective upon signature or _____, 2021 through_____.

5. TERMINATION. Either party may terminate this agreement with ten (10) days written notice to the other party.

5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this memorandum of understanding.

6. INSURANCE. Each party shall maintain, at all times, liability insurance to cover all actions by its employees or agents.

SPOKANE SCHOOL DISTRICT

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney