



Spokane Park Board Finance Committee

3 p.m. Tuesday, July 9, 2024

In-person: The Hive - Room B

2904 E Sprague Ave.

Spokane, WA 99202

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2495 803 6293

Rich Lentz – Parks Finance/Budget Director

Committee members

Bob Anderson – Chair

Greta Gilman

Gerry Sperling

Nick Sumner

The Finance Committee meeting will be held in-person in the Hive – Room B, 2904 E Sprague Ave., Spokane, WA 99202 and virtually via WebEx at 3 p.m. Tuesday, July 9, 2024. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code **2495 803 6293**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. July 9, 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 committee members prior to the meeting.

Agenda

Standing report items

1. [June Financials](#) – Rich Lentz

Discussion items

1. [2025 and 2026 Parks and Recreation Budget Discussion](#) – Rich Lentz with narrative added by department heads

Action items

1. [A RESOLUTION outlining the Park Board's budget priorities for 2025-2027 amidst possible City-wide budget impacts](#) – Garrett Jones
2. [Meadowglen Park Design & Documentation Services - Addendum 1 for \\$3,800.00 plus applicable taxes from Park Funds](#) - Berry Ellison
3. [Amendment #1 - Spokane County Interlocal Agreement / Make Beacon Hill Public Phase 2 Project \(\\$500,000 revenue\)](#) – Nick Hamad

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. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



*June '24
Financials*

Natural Resources - June 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 June Actual	2024 June Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 91,000	\$ 47,678	\$ 12,657	\$ 5,405	\$ (7,252)	\$ 52,924	\$ 43,322	\$ (9,602)	58.16%	47.61%	-10.55%
Operating Transfers	\$ 66,000	\$ -			\$ -	\$ 66,000	\$ 66,000	\$ -	100.00%	100.00%	
Total Revenue	\$ 157,000	\$ 47,678	\$ 12,657	\$ 5,405	\$ (7,252)	\$ 118,924	\$ 109,322	\$ (9,602)	75.75%	69.63%	-6.12%
Expenditures											
Salaries and Wages	\$ 647,136	\$ 363,452	\$ 65,047	\$ 45,767	\$ 19,281	\$ 270,792	\$ 283,684	\$ (12,892)	48.43%	43.84%	-4.59%
Temp/Seasonal	\$ 85,839	\$ 66,508	\$ 9,560	\$ 9,060	\$ 500	\$ 27,982	\$ 19,331	\$ 8,651	31.09%	22.52%	-8.57%
Personnel Benefits	\$ 246,719	\$ 144,929	\$ 21,900	\$ 10,535	\$ 11,365	\$ 104,948	\$ 101,790	\$ 3,158	51.51%	41.26%	-10.25%
Supplies	\$ 35,600	\$ 20,201	\$ 3,550	\$ 539	\$ 3,011	\$ 11,381	\$ 15,399	\$ (4,018)	31.97%	43.25%	11.29%
Services and Charges	\$ 222,200	\$ 146,367	\$ 5,579	\$ 10,326	\$ (4,747)	\$ 72,877	\$ 75,833	\$ (2,956)	33.52%	34.13%	0.60%
Interfund Payments	\$ 23,000	\$ 10,202	\$ 1,382	\$ 2,550	\$ (1,168)	\$ 10,800	\$ 12,798	\$ (1,998)	46.96%	55.64%	8.69%
Subtotal Op. Expense	\$ 1,260,494	\$ 751,659	\$ 107,018	\$ 78,776	\$ 28,242	\$ 498,780	\$ 508,835	\$ (10,055)	44.18%	40.37%	-3.81%
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Expenditures	\$ 1,260,494	\$ 751,659	\$ 107,018	\$ 78,776	\$ 28,242	\$ 498,780	\$ 508,835	\$ (10,055)	44.18%	40.37%	-3.81%
Net Gain/(Loss)	\$ (1,103,494)		\$ (94,361)	\$ (73,371)	\$ 20,990	\$ (379,856)	\$ (399,513)	\$ (19,657)			

Riverfront Park - June 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 June Actual	2024 June Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 4,178,000	\$ 2,849,772	\$ 333,425	\$ 367,405	\$ 33,980	\$ 1,363,183	\$ 1,328,228	\$ (34,955)	36.19%	31.79%	-4.40%
Total Revenue	\$ 4,178,000	\$ 2,849,772	\$ 333,425	\$ 367,405	\$ 33,980	\$ 1,363,183	\$ 1,328,228	\$ (34,955)	36.19%	31.79%	-4.40%
Expenditures											
Salaries and Wages	\$ 1,663,184	\$ 964,399	\$ 173,257	\$ 107,710	\$ 65,547	\$ 691,719	\$ 698,785	\$ (7,067)	43.34%	42.01%	-1.32%
Temp/Seasonal	\$ 946,445	\$ 473,877	\$ 100,129	\$ 91,762	\$ 8,367	\$ 370,705	\$ 472,568	\$ (101,863)	35.94%	49.93%	13.99%
Personnel Benefits	\$ 722,105	\$ 425,307	\$ 65,091	\$ 31,953	\$ 33,138	\$ 304,048	\$ 296,798	\$ 7,250	49.16%	41.10%	-8.06%
Supplies	\$ 610,500	\$ 353,553	\$ 44,675	\$ 79,130	\$ (34,455)	\$ 177,272	\$ 256,947	\$ (79,675)	39.75%	42.09%	2.34%
Services and Charges	\$ 1,301,275	\$ 811,282	\$ 71,157	\$ 80,433	\$ (9,276)	\$ 445,101	\$ 489,993	\$ (44,892)	42.65%	37.65%	-5.00%
Interfund Payments		\$ -			\$ -			\$ -			
Subtotal Op. Expense	\$ 5,243,509	\$ 3,028,417	\$ 454,309	\$ 390,989	\$ 63,320	\$ 1,988,845	\$ 2,215,092	\$ (226,247)	41.82%	42.24%	0.42%
Transfers Out	\$ 285,067	\$ 144,659	\$ 118,748	\$ 140,408	\$ (21,660)	\$ 118,748	\$ 140,408	\$ (21,660)	50.1%	49.3%	-0.84%
Total Expenditures	\$ 5,528,576	\$ 3,173,076	\$ 573,057	\$ 531,397	\$ 41,660	\$ 2,107,593	\$ 2,355,500	\$ (247,907)	42.21%	42.61%	0.39%
Net Gain/(Loss)	\$ (1,350,576)		\$ (239,632)	\$ (163,992)	\$ 75,640	\$ (744,410)	\$ (1,027,272)	\$ (282,862)			

Recreation - June 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 June Actual	2024 June Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 1,691,257	\$ 785,870	\$ 338,820	\$ 332,040	\$ (6,780)	\$ 850,200	\$ 905,387	\$ 55,187	54.87%	53.53%	-1.34%
Total Revenue	\$ 1,691,257	\$ 785,870	\$ 338,820	\$ 332,040	\$ (6,780)	\$ 850,200	\$ 905,387	\$ 55,187	54.87%	53.53%	-1.34%
Expenditures											
Salaries and Wages	\$ 809,062	\$ 453,478	\$ 83,717	\$ 59,704	\$ 24,014	\$ 360,183	\$ 355,584	\$ 4,599	40.98%	43.95%	2.97%
Temp/Seasonal	\$ 1,287,427	\$ 879,178	\$ 209,645	\$ 185,773	\$ 23,872	\$ 367,117	\$ 408,249	\$ (41,132)	35.50%	31.71%	-3.79%
Personnel Benefits	\$ 390,572	\$ 217,481	\$ 47,650	\$ 28,156	\$ 19,494	\$ 179,157	\$ 173,091	\$ 6,066	56.87%	44.32%	-12.56%
Supplies	\$ 309,720	\$ 136,866	\$ 50,952	\$ 44,298	\$ 6,654	\$ 169,653	\$ 172,854	\$ (3,201)	57.25%	55.81%	-1.44%
Services and Charges	\$ 1,328,016	\$ 800,776	\$ 106,481	\$ 103,518	\$ 2,963	\$ 473,873	\$ 527,240	\$ (53,367)	37.26%	39.70%	2.44%
Interfund Payments	\$ 16,950	\$ 5,503			\$ -	\$ 11,447	\$ 11,447	\$ (0)	67.5%	67.5%	0.00%
Subtotal Op. Expense	\$ 4,141,747	\$ 2,493,281	\$ 498,445	\$ 421,449	\$ 76,996	1,561,430	\$ 1,648,466	\$ (87,036)	40.95%	39.80%	-1.15%
Transfers Out	127,568	127,568	-	-	\$ -	-	-	\$ -			
Total Expenditures	\$ 4,269,315	\$ 2,620,849	\$ 498,445	\$ 421,449	\$ 76,996	1,561,430	\$ 1,648,466	\$ (87,036)	40.95%	38.61%	-2.34%
Net Gain/(Loss)	\$ (2,578,058)		\$ (159,625)	\$ (89,409)	\$ 70,216	\$ (711,230)	\$ (743,079)	\$ (31,849)			

Facility Usage Fees Collected YTD:	\$39,703
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Park Operations - June 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 June Actual	2024 June Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 200,430	\$ 71,789	\$ 21,980	\$ 41,415	\$ 19,435	\$ 53,964	\$ 128,641	\$ 74,677	26.92%	64.18%	37.26%
Total Revenue	\$ 200,430	\$ 71,789	\$ 21,980	\$ 41,415	\$ 19,435	\$ 53,964	\$ 128,641	\$ 74,677	26.92%	64.18%	37.26%
Expenditures											
Salaries and Wages	\$ 2,271,451	\$ 1,202,971	\$ 225,942	\$ 168,677	\$ 57,265	\$ 895,400	\$ 1,068,480	\$ (173,080)	40.66%	47.04%	6.38%
Temp/Seasonal	\$ 940,261	\$ 654,945	\$ 121,079	\$ 111,834	\$ 9,245	\$ 246,343	\$ 285,316	\$ (38,973)	26.63%	30.34%	3.71%
Personnel Benefits	\$ 940,261	\$ 544,347	\$ 90,678	\$ 47,133	\$ 43,545	\$ 375,612	\$ 395,914	\$ (20,302)	46.20%	42.11%	-4.09%
Supplies	\$ 190,800	\$ 64,043	\$ 24,903	\$ 17,440	\$ 7,463	\$ 96,784	\$ 126,757	\$ (29,973)	50.73%	66.43%	15.71%
Services and Charges	\$ 1,174,884	\$ 691,989	\$ 103,564	\$ 116,415	\$ (12,851)	\$ 471,626	\$ 482,895	\$ (11,269)	40.10%	41.10%	1.00%
Interfund Payments	\$ -	\$ -			\$ -			\$ -			
Subtotal Op. Expense	\$ 5,517,657	\$ 3,158,296	\$ 566,166	\$ 461,499	\$ 104,667	\$ 2,085,765	\$ 2,359,361	\$ (273,596)	39.30%	42.76%	3.46%
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Expenditures	\$ 5,517,657	\$ 3,158,296	\$ 566,166	\$ 461,499	\$ 104,667	\$ 2,085,765	\$ 2,359,361	\$ (273,596)	39.30%	42.76%	3.46%
Net Gain/(Loss)	\$ (5,317,227)		\$ (544,186)	\$ (420,084)	\$ 124,102	\$ (2,031,801)	\$ (2,230,720)	\$ (198,919)			

Administration - June 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 June Actual	2024 June Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 617,616	\$ 13,657	\$ 875	\$ 1,264	\$ 389	\$ 574,840	\$ 603,959	\$ 29,119	412.07%	97.79%	-314.28%
Operating Transfers	\$ 18,770,703	\$ 9,371,185	\$ 2,124,786	\$ 1,443,900	\$ (680,886)	\$ 8,676,177	\$ 9,399,518	\$ 723,341	49.62%	50.08%	0.46%
Total Revenue	\$ 19,388,319	\$ 9,384,842	\$ 2,125,661	\$ 1,445,164	\$ (680,497)	\$ 9,251,017	\$ 10,003,477	\$ 752,460	52.49%	51.60%	-0.89%
Expenditures											
Salaries and Wages	\$ 2,674,644	\$ 1,422,455	\$ 278,339	\$ 194,087	\$ 84,252	\$ 1,172,307	\$ 1,252,189	\$ (79,882)	46.10%	46.82%	0.72%
Temp/Seasonal	\$ 70,610	\$ 19,538	\$ 5,491	\$ 19,832	\$ (14,341)	\$ 20,693	\$ 51,072	\$ (30,380)	24.78%	72.33%	47.55%
Personnel Benefits	\$ 839,875	\$ 449,829	\$ 80,732	\$ 42,466	\$ 38,266	\$ 382,940	\$ 390,046	\$ (7,106)	46.11%	46.44%	0.33%
Supplies	\$ 418,400	\$ 331,861	\$ 5,896	\$ 5,636	\$ 260	\$ 88,168	\$ 86,539	\$ 1,629	52.23%	20.68%	-31.55%
Services and Charges	\$ 994,693	\$ 397,015	\$ 86,079	\$ 97,092	\$ (11,013)	\$ 469,331	\$ 597,678	\$ (128,347)	53.28%	60.09%	6.81%
Interfund Services	\$ 2,489,230	\$ 1,331,399	\$ 220,147	\$ 215,747	\$ 4,400	\$ 1,388,238	\$ 1,157,831	\$ 230,407	48.68%	46.51%	-2.17%
Subtotal Op. Expense	\$ 7,487,452	\$ 3,952,096	\$ 676,684	\$ 574,861	\$ 101,823	\$ 3,521,677	\$ 3,535,356	\$ (13,679)	47.86%	47.22%	-0.64%
Transfers Out/Capital Outlay	\$ 1,605,912	\$ 1,159,576	\$ 227,137	\$ 26,902	\$ 200,235	\$ 485,388	\$ 446,336	\$ 39,052	60.39%	27.79%	-32.59%
Total Expenditures	\$ 9,093,364	\$ 5,111,672	\$ 903,821	\$ 601,763	\$ 302,058	\$ 4,007,065	\$ 3,981,692	\$ 25,373	49.09%	43.79%	-5.31%
Net Gain/(Loss)	\$ 10,294,955		\$ 1,221,840	\$ 843,401	\$ (378,439)	\$ 5,243,952	\$ 6,021,784	\$ 777,832			

Parks Fund - June 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 June Actual	2024 June Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
Operating Revenue											
Program Revenue	\$ 6,788,305	\$ 3,773,682	\$ 717,729	\$ 778,030	\$ 60,301	\$ 2,907,679	\$ 3,014,623	\$ 106,944	50.60%	44.41%	-6.19%
Operating Transfers	\$ 18,836,701	\$ 9,296,852	\$ 2,124,786	\$ 1,443,900	\$ (680,886)	\$ 8,742,177	\$ 9,539,849	\$ 797,672	49.81%	50.65%	0.84%
Total Operating Revenue	\$ 25,625,006	\$ 13,070,534	\$ 2,842,515	\$ 2,221,930	\$ (620,585)	\$ 11,649,856	\$ 12,554,472	\$ 904,616	50.0%	49.0%	-0.99%
Operating Expenses											
Salaries and Wages	\$ 8,198,691	\$ 4,539,975	\$ 826,302	\$ 575,945	\$ 250,358	\$ 3,390,401	\$ 3,658,716	\$ (268,315)	43.58%	44.63%	1.04%
Temp/Seasonal	\$ 3,232,559	\$ 1,995,993	\$ 445,904	\$ 418,261	\$ 27,643	\$ 1,032,840	\$ 1,236,566	\$ (203,726)	32.64%	38.25%	5.61%
Personnel Benefits	\$ 3,139,532	\$ 1,781,883	\$ 306,050	\$ 160,244	\$ 145,806	\$ 1,346,707	\$ 1,357,649	\$ (10,942)	48.43%	43.24%	-5.19%
Supplies	\$ 1,565,020	\$ 905,539	\$ 129,977	\$ 147,387	\$ (17,410)	\$ 557,241	\$ 659,481	\$ (102,240)	48.99%	42.14%	-6.85%
Services and Charges	\$ 5,031,168	\$ 2,793,323	\$ 384,737	\$ 424,711	\$ (39,974)	\$ 1,962,423	\$ 2,237,845	\$ (275,422)	42.67%	44.48%	1.81%
Interfund Payments	\$ 2,529,180	\$ 1,347,104	\$ 221,530	\$ 218,297	\$ 3,233	\$ 1,410,485	\$ 1,182,076	\$ 228,409	48.44%	46.74%	-1.70%
Total Operating Expenses	\$ 23,696,150	\$ 13,363,816	\$ 2,314,500	\$ 1,944,843	\$ 369,657	\$ 9,700,097	\$ 10,332,334	\$ (632,237)	43.36%	43.60%	0.25%
Net Operating Income (Loss)	\$ 1,928,856	\$ (293,282)	\$ 528,015	\$ 277,086	\$ (250,929)	\$ 1,949,759	\$ 2,222,138	\$ 272,379	208.22%	115.20%	-93.01%
Other Financial Activity											
Capital Outlay	\$ 1,337,427	\$ 1,317,993	\$ 187		\$ 187	\$ 8,438	\$ 19,434	\$ (10,996)			
Transfers Out	\$ 466,429	\$ (100,881)	\$ 345,699	\$ 167,310	\$ 178,389	\$ 595,699	\$ 567,310	\$ 28,389	57.23%	121.63%	64.39%
Budget Reserve	\$ 125,000	\$ 125,000									
Total Other Activity	\$ 1,928,856	\$ 1,342,112	\$ 345,886	\$ 167,310	\$ 178,576	\$ 604,137	\$ 586,744	\$ 17,393	50.73%	30.42%	-20.31%
Total Expenditures	\$ 25,625,006	\$ 14,705,929	\$ 2,660,386	\$ 2,112,154	\$ 548,232	\$ 10,304,234	\$ 10,919,077	\$ (614,843)	43.73%	42.61%	-1.12%
Net Gain/(Loss)	\$ -		\$ 182,129	\$ 109,776	\$ (72,353)	\$ 1,345,622	\$ 1,635,395	\$ 289,773			

Beginning Fund Balance	\$ 3,868,673
5% Reserve Requirement	\$ (1,341,475)
Revenue Stabilization Reserve	\$ (400,000)
Reserve for Special Projects	\$ (251,025)
Beginning Reserves	\$ 1,876,173
YTD Net Revenue (Expense)	\$ 1,635,395
Ending Fund Balance	\$ 3,511,567

Golf Fund - June 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 June Actual	2024 June Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 5,374,077	\$ 2,025,528	\$ 946,551	\$ 1,083,250	\$ 136,699	\$ 2,710,593	\$ 3,348,549	\$ 637,956	63.02%	62.31%	-0.71%
Pre-Sale Revenue					\$ -	174,793	216,362	\$ 41,569			
Facility Improvement Fee	\$ -		\$ (143,341)	\$ (141,887)	\$ 1,453	\$ (411,510)	\$ (445,382)	\$ (33,872)			
Other Transfers-In	\$ -	\$ -			\$ -						
Total Revenue	\$ 5,374,077	\$ (2,254,548)	\$ 803,210	\$ 941,362	\$ 138,152	\$ 2,473,876	\$ 3,119,529	\$ 645,653	57.52%	58.05%	0.53%
Expenditures											
Salaries and Wages	\$ 1,127,824	\$ 585,346	\$ 117,837	\$ 90,072	\$ 27,765	\$ 437,415	\$ 553,676	\$ (116,261)	38.40%	49.09%	10.69%
Temp/Seasonal	\$ 651,762	\$ 421,402	\$ 105,600	\$ 75,595	\$ 30,005	\$ 205,583	\$ 231,098	\$ (25,515)	31.51%	35.46%	3.95%
Personnel Benefits	\$ 467,123	\$ 94,170	\$ 56,474	\$ 25,111	\$ 31,363	\$ 201,998	\$ 228,867	\$ (26,869)	62.53%	49.00%	-13.54%
Supplies	\$ 531,900	\$ 243,315	\$ 81,448	\$ 42,924	\$ 38,524	\$ 214,941	\$ 167,435	\$ 47,506	52.33%	31.48%	-20.85%
Services and Charges	\$ 1,435,756	\$ 595,125	\$ 127,358	\$ 197,232	\$ (69,874)	\$ 323,540	\$ 457,943	\$ (134,403)	30.72%	31.90%	1.17%
Interfund Payments	\$ 237,008	\$ 186,895	\$ 21,524	\$ 22,015	\$ (491)	\$ 141,357	\$ 110,782	\$ 30,575	47.49%	46.74%	-0.74%
Subtotal Op. Expense	\$ 4,451,373	\$ 2,701,571	\$ 510,241	\$ 452,950	\$ 57,292	\$ 1,524,834	\$ 1,749,802	\$ (224,968)	39.34%	39.31%	-0.03%
Capital Outlay	\$ 714,650	\$ 422,702	\$ 2,142	\$ 133,498	\$ (131,356)	\$ 421,329	\$ 291,948	\$ 129,381	102.76%	40.85%	-61.91%
Transfers Out		\$ -				\$ 3,100		\$ 3,100			
Total Expenditures	\$ 5,166,023	\$ 3,124,274	\$ 512,383	\$ 586,448	\$ (74,065)	\$ 1,949,263	\$ 2,041,749	\$ 92,486	45.48%	39.52%	-5.96%
Net Gain/(Loss)	\$ 208,054		\$ 290,827	\$ 354,915	\$ 64,088	\$ 524,613	\$ 1,077,780	\$ 553,167			

* Beginning Fund Balance	\$ 348,984
Less 7% Reserve	\$ (404,883)
Less Current Lease Payments	\$ (164,729)
Beginning Year Reserves	\$ (220,628)
YTD Change in Cash	\$ 1,077,780
YTD Available Cash	\$ 857,152

* 2024 Beginning Fund Balance does not include the FIF reserve of \$2,218,214

Facility Improvement Fee - June 2024




	2023 June Actual	2024 June Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 Monthly Difference
Revenue	\$ 143,341	\$ 141,887	\$ (1,453)	\$ 411,510	\$ 445,382	\$ 33,872
Debt Service Payments	\$ (309,469)	\$ (309,417)	\$ (52)	\$ (309,469)	\$ (309,417)	\$ (52)

Facility Improvement Fee - Fund Balance	
Beginning Fund Balance	\$ 2,218,214
YTD Revenues	\$ 445,382
YTD Loan Payments	\$ (309,417)
Ending Fund Balance	\$ 2,354,179

Golf SIP Loan Amortization		
Period Ending	Payment	Principal Balance
12/1/2023	\$ 308,666	\$ 6,349,397
6/1/2024	\$ 309,417	\$ 6,071,552
12/1/2024	\$ 308,608	\$ 5,793,183


Capital Reserves and CIP - Fund 1950


January 1, 2024 - June 30, 2024


		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
Undesignated	General Operating	\$ 31,440	\$ (8,891)	\$ 5,934	\$ 16,616		\$ 16,616
Designated	Capital and Other Designated Reserves	\$ 924,539	\$ -	\$ 144,577	\$ 779,962	\$ 20,894	\$ 759,068
	CIP Projects	\$ 2,076,013	\$ 549,549	\$ 298,471	\$ 2,327,091	\$ 586,532	\$ 1,740,559
Restricted	Reserved for Property Donations	\$ 29,651	\$ -	\$ 9,530	\$ 20,122		\$ 20,122
	Riverfront Conservation Futures Loan	\$ 170,129	\$ -	\$ -	\$ 170,129		\$ 170,129
	2021 Windstorm Damage Recovery	\$ 17,612	\$ -	\$ -	\$ 17,612	\$ 27,678	\$ (10,066)
	Cowley Park	\$ 144,073	\$ 7,878	\$ -	\$ 151,950		\$ 151,950
Total		\$ 3,393,457	\$ 548,535	\$ 458,511	\$ 3,483,482	\$ 635,103	\$ 2,848,378

Capital and Other Reserves

January 1, 2024 - June 30, 2024

		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
	Specialized Fleet	\$ 383,844	\$ -	\$ -	\$ 383,844		\$ 383,844
	Capital Equipment Maintenance	\$ 267,627	\$ -	\$ -	\$ 267,627	\$ 14,059	\$ 253,569
	Undefined Parks Capital Reserve	\$ 50,000	\$ -	\$ -	\$ 50,000		\$ 50,000
	Sky Prairie/5-Mile	\$ 40,666	\$ -	\$ -	\$ 40,666		\$ 40,666
	RFP Capital Reserve	\$ -	\$ -	\$ -	\$ -		\$ -
	Recreation Capital Reserve	\$ 29,638	\$ -	\$ 37,360	\$ (7,723)	\$ 732	\$ (8,455)
	Ops Capital Reserve	\$ 61,873	\$ -	\$ 70,797	\$ (8,924)	\$ 6,103	\$ (15,027)
	"Coca-Cola" Reserve				\$ -		\$ -
	Riverfront Park	\$ 55,645	\$ -	\$ 36,420	\$ 19,225		\$ 19,225
	Golf	\$ 31,246	\$ -	\$ -	\$ 31,246		\$ 31,246
	Aquatics	\$ 4,000	\$ -	\$ -	\$ 4,000		\$ 4,000
Total		\$ 924,539	\$ -	\$ 144,577	\$ 779,962	\$ 20,894	\$ 759,068

		Active CIP Projects - Fund 1950					
		2024 BEGINNING BUDGET	CURRENT YEAR CONTRIBUTIONS	CURRENT BUDGET	EXPENDED	ENCUMBERED	TOTAL EXPENDED AND COMMITTED TO DATE
Turf Replacement	\$ (119,004)		\$ (119,004)	\$ -		\$ -	\$ (119,003.78)
Audubon Park	\$ 5,000		\$ 5,000	\$ -		\$ -	\$ 5,000.00
Audubon Park Rock Scramble, Roskelley Foundation	\$ 2,035		\$ 2,035	\$ -		\$ -	\$ 2,034.50
Tennis Courts, USTA Private Grant	\$ 23,412		\$ 23,412	\$ -		\$ -	\$ 23,412.30
Dutch Jake's Park	\$ 6,890		\$ 6,890	\$ -		\$ -	\$ 6,890.29
Susie's Trail (18-30)	\$ 13,112		\$ 13,112	\$ -	\$ 3,093	\$ 3,093	\$ 10,019.64
Liberty Park Improvements, Library Fund	\$ 13,173		\$ 13,173	\$ -	\$ 2,059	\$ 2,059	\$ 11,114.17
North Suspension Bridge, Arterial Street Fund	\$ 80,545		\$ 80,545	\$ 5,000	\$ 78,862	\$ 83,862	\$ (3,317.33)
South Suspension Bridge	\$ 7,735	\$ 236,840	\$ 244,576	\$ 104,820	\$ 130,589	\$ 235,409	\$ 9,166.50
2022 ARPA Deferred Capital Projects	\$ 496,409	\$ (336,019)	\$ 160,390	\$ -		\$ -	\$ 160,389.66
Make Beacon Hill Public, Phase 2, County	\$ 250,453	\$ 29,000	\$ 279,453	\$ 16,208	\$ 7,015	\$ 23,223	\$ 256,229.88
Franklin Park Irrigation	\$ -		\$ -	\$ -		\$ -	\$ -
Ops Playground Replacements (Wildhorse)	\$ -	\$ 990	\$ 990	\$ 190	\$ 800	\$ 990	\$ -
Public Works funded Water Conservation projects	\$ 735,367		\$ 735,367	\$ -		\$ -	\$ 735,366.66
W. Havermale Playground, Parks Foundation	\$ 3,244		\$ 3,244	\$ -		\$ -	\$ 3,244.32
Don Kardong Bridge	\$ 158,571		\$ 158,571	\$ -	\$ 61,872	\$ 61,872	\$ 96,699.42
City-Wide Dog Park	\$ 5,840		\$ 5,840	\$ -	\$ 1,960	\$ 1,960	\$ 3,879.86
Corbin Park Sport Court	\$ 129,447	\$ 26,758	\$ 156,205	\$ 1,467	\$ 154,738	\$ 156,205	\$ -
CDA Park Irrigation	\$ -	\$ 83,380	\$ 83,380	\$ 80,605	\$ 2,775	\$ 83,380	\$ -
Trolley Trail Land Acquisition, Spokane County	\$ 858		\$ 858	\$ -		\$ -	\$ 858.38
Rec Facilities Renovation,	\$ -		\$ -	\$ -		\$ -	\$ -
Underhill Park Sport Court Renovation	\$ -	\$ 24,769	\$ 24,769	\$ 16,308	\$ 8,461	\$ 24,769	\$ -
RFP Post St Parking Lot Renovation	\$ -	\$ 84,188	\$ 84,188	\$ 1,688	\$ 82,500	\$ 84,188	\$ -
Clark Park Site Improvements	\$ -	\$ 31,533	\$ 31,533	\$ -	\$ 31,533	\$ 31,533	\$ -
Meadowglen Park Development	\$ -	\$ 48,854	\$ 48,854	\$ 48,854		\$ 48,854	\$ -
Manito Bridge Railing	\$ -	\$ -	\$ -	\$ -	\$ 13,500	\$ 13,500	\$ (13,500.00)
6-year CIP Capital Projects	\$ 256,149	\$ 319,257	\$ 575,406	\$ 23,331		\$ 23,331	\$ 552,074.81
Net Deficit from PY projects	\$ 6,775		\$ 6,775	\$ -	\$ 6,775	\$ 6,775	\$ -
Total	\$ 2,076,013	\$ 549,549	\$ 2,625,562	\$ 298,471	\$ 586,532	\$ 885,002	\$ 1,740,559.28

		January 1, 2024 - June 30, 2024				
		Beginning Balance	Revenues	Expenditures	Ending Cash/Fund Balance	Outstanding Encumbrances
Conservation Futures	\$ 128,774	\$ -	\$ 1,635	\$ 127,139	\$ 3,155	\$ 123,984
General- T-shirt, poster, calendar sales	\$ 14,367	\$ 1,960	\$ -	\$ 16,327		\$ 16,327
Herbicide Pilot, City Council	\$ 2,500	\$ -	\$ -	\$ 2,500		\$ 2,500
Recreation Equipment rental	\$ 15,046	\$ 6,850	\$ 6,000	\$ 15,896		\$ 15,896
Corbin Art Center maintenance reserve	\$ 26,058	\$ 4,271	\$ 6,683	\$ 23,646		\$ 23,646
Hooptown Court maintenance	\$ 7,331	\$ -	\$ -	\$ 7,331		\$ 7,331
Palisades Land Maintenance, Rimrock	\$ 43,974	\$ -	\$ -	\$ 43,974		\$ 43,974
Cannon Hill tree repairs	\$ 7,000	\$ -	\$ -	\$ 7,000		\$ 7,000
Community Engagement, Spokane Indians	\$ 4,460	\$ -	\$ -	\$ 4,460		\$ 4,460
Computer and Software	\$ 75,702	\$ -	\$ -	\$ 75,702		\$ 75,702
Youth & Senior Center Capital replacement	\$ 40,001	\$ -	\$ -	\$ 40,001		\$ 40,001
Parks Foundation- Reimbursable items	\$ (185)	\$ 343	\$ -	\$ 158		\$ 157.72
Operations Maintenance Grant	\$ -	\$ -	\$ 11,139	\$ (11,139)	\$ 98,815	\$ (109,954)
Swire reserves	\$ -	\$ -	\$ -	\$ -		\$ -
Total	\$ 365,028	\$ 13,424	\$ 25,457	\$ 352,995	\$ 101,970	\$ 251,025



*Budget Draft
2025 - 2026*



Budget Narrative and Assumptions

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

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

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

Parks Fund With General Fund Cuts



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



Parks Fund - Without General Fund Cuts



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



Resolution # _____

CITY OF SPOKANE
PARK BOARD RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE,

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

ADOPTED BY THE PARK BOARD ON _____

Park Board President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: July 3, 2024	
Requester	Berry Ellison	Phone number: 625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2024-0238		
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)	Meadowglen Park Design & Documentation Services - Addendum 1 for \$3,800.00 plus applicable taxes from Park Funds		
Begin/end dates	Begins: 06/01/2024	Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Meadowglen Park Design & Documentation Services was awarded to PLACE LA early 2024. Phase I of the project entailed site evaluation, schematic design and cost estimation for project planning and grant submissions. Phase I ended in May, 2024 with the delivery of renderings, site plans, and cost estimates being accepted by Parks Planning Manager.</p> <p>Staff presentations and meetings with the Grant Awarding committees resulted in their suggestions of modifying the renderings to better support the grant ask.</p> <p>The scope of work, deliverables, schedule and fee were negotiated and have the approval of Staff.</p>			
Motion wording:			
Move to approve Meadowglen Park Design & Documentation Services - Addendum 1 for \$3,800.00 plus applicable taxes from Park Funds			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: PLACE LA			
Name: Joshua Trip		Email address: josh@place-la.com	Phone: 509 293-6743
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		jweathermon@place-la.com	
Requester: bellison@spokanecity.org		jkconley@spokanecity.org	
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$3,800.00 plus applicable taxes		Budget code: 1950-54920-94000-56522-48025	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 603-603-875 Business license expiration date: 3/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2024

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370 License#: 6003745 PLACLAN-01	CONTACT NAME: Rhonda Ausbun PHONE (A/C, No, Ext): 360-483-2126 FAX (A/C, No): 360-483-2126 E-MAIL ADDRESS: rhonda.ausbun@assuredpartners.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : RLI INSURANCE COMPANY</td> <td>13056</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI INSURANCE COMPANY	13056	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Place Landscape Architecture LLC 1325 W First Ave, Suite 204 Spokane WA 99201															

COVERAGES

CERTIFICATE NUMBER: 189139693

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PSB0006239	5/9/2024	5/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NoOwned Auto			PSB0006239	5/9/2024	5/9/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PSB0006239	5/9/2024	5/9/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Professional Liability			RDP0054525	5/9/2024	5/9/2026	Per Claim \$ 1,000,000 Aggregate \$ 1,000,000


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

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

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

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice will be sent to holder

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

Schedule

Designated Person or Organization:

City of Spokane Parks & Rec Dept

E-Mail address:

n/a

US mail address:

808 W Spokane Falls Blvd #5
Spokane, WA 99201

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
CERTIFICATE HOLDER**

Schedule

Designated Person or Organization:

City of Spokane Parks & Rec Dept

Email Address:

US Mail Address:

808 W Spokane Falls Blvd #5

Spokane, WA 99201

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

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



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT AMENDMENT NO. 1

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

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

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

3. COMPENSATION.

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

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

PLACE LANDSCAPE ARCHITECTURE LLC

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – June 19th, 2024 Proposal

24-117

ATTACHMENT A

June 19, 2024



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

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

Dear Mr. Ellison:

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

PLACE LA Anticipates the following delivery timelines

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

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

FEES, SHEETS OR DRAWINGS, AND ESTIMATED HOURS

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

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

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

With Gratitude,
PLACE Landscape Architecture

Joshua Tripp, PLA, ASLA
Principal Landscape Architect

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

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

The undersigned accepts the above agreement.

ACCEPTABLE:

Signature of Authorized Agent

Date of Acceptance



< Business Lookup

License Information:

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

Entity name: PLACE LANDSCAPE ARCHITECTURE LLC

Business name: PLACE LANDSCAPE ARCHITECTURE, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-603-875

Business ID: 001

Location ID: 0001

Location: Active

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

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



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Mar-31-2025	Jan-25-2018

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

Governing people	Title
TRIPP, JOSHUA	

Registered Trade Names

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

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



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Spokane Park Board

Briefing Paper



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

Attachment "1"

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1: PURPOSE

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

SECTION 2: TERM

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

SECTION 3: COUNTY’S CONTRIBUTIONS

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

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

SECTION 4: ROLES AND RESPONSIBILITIES

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

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

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

SECTION 5: TERMINATION

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

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

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

SECTION 6: INDEMNIFICATION

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

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

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

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

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

SECTION 7: INSURANCE

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

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

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

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

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

SECTION 8: INDEPENDENT CONTRACTOR

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

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

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

SECTION 9: DISPUTE RESOLUTION PROCEDURE

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

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

SECTION 10: ASSIGNMENT

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

SECTION 11: MODIFICATION

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

SECTION 12: VENUE STIPULATION

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

SECTION 13: WAIVER

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

SECTION 14: NOTICES

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

For the County:

Spokane County Parks, Recreation & Golf Department
C/O Director
404 North Havana St.
Spokane, WA 99202
dchase@spokanecounty.org

With Courtesy Copy

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

For City Parks:

Spokane Parks & Recreation Department
C/O Director
808 W. Spokane Falls Blvd., Floor 5
Spokane, WA 99201
gjones@spokanecounty.org

SECTION 15: ENTIRE AGREEMENT

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

SECTION 16: SEVERABILITY

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

SECTION 17: ALL WRITINGS CONTAINED HEREIN

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

SECTION 18: HEADINGS

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

SECTION 19: COUNTERPARTS

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

SECTION 20: NON-DISCRIMINATION

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

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

SECTION 21: FORCE MAJEURE

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

SECTION 22: SPECIAL PROVISION

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

SECTION 23: REMEDIES

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

SECTION 24: ANTI-KICKBACK

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

SECTION 25: TIME IS OF THE ESSENCE

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

SECTION 26: RECORDS

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

SECTION 27: NO THIRD-PARTY BENEFICIARIES

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

SECTION 28: COMPLIANCE WITH LAWS

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

SECTION 29: EXECUTION AND APPROVAL

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

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

SECTION 31: RCW 39.34 REQUIRED CLAUSES

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

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

COUNTY:

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

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez, Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

CITY PARKS:

CITY OF SPOKANE PARKS & RECREATION

GARRETT JONES, DIRECTOR

PARK BOARD PRESIDENT

ATTEST:

Approved as to form:

Clerk

Assistant City Attorney