



Spokane Park Board Finance Committee

3 p.m. Tuesday, June 10, 2025

In-person: Finch Arboretum – Woodland Center
Ponderosa Room
3404 W. Woodland Blvd
Spokane, WA 99224

Webex virtual meeting:

Call-in: 408-418-9388; Access code: 2498 806 0530
Rich Lentz – Parks Finance/Budget Director

Committee members

Bob Anderson – Chair
Greta Gilman
Gerry Sperling

The Finance Committee meeting will be held in-person in the Finch Arboretum/Woodland Center – Ponderosa Room, 3404 W. Woodland Blvd., Spokane, WA 99224 and virtually via WebEx at 3 p.m. Tuesday, June 10, 2025. 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 **2498 806 0530**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. June 10, 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

Action items

1. [Continuation of the Parks Fleet Replacement Pilot Program](#) – Jason Conley
2. [Apparent Low Bidder TBD / Don Kardong Interpretive Signage Fabrication & Installation Contract \(\\$TBD\)](#) – Nick Hamad
3. [Amendment #2 – Spokane County Interlocal Agreement / Make Beacon Hill Public Phase 2 Project \(\\$12,000 expense\)](#) – Nick Hamad
4. [Swire Coca-Cola USA contract renewal for exclusive beverage pouring rights](#) – Jon Moog

Discussion items

1. None

Standing Report items

1. [May Financials](#) – Rich Lentz

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 mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Finance			Committee meeting date: June 10, 2025
Requester	Jason Conley		Phone number:	
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 #)	New OPR Cross Ref: OPR 2019-0848			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K (Maintain and Care)	Master Plan Priority Tier: (pg. 171-175)	Second Tier	
Item title: (Use exact language noted on the agenda)	Continuation of Parks Fleet Replacement Pilot Program			
Begin/end dates	Begins: 07/01/2025	Ends: 06/30/2026	<input type="checkbox"/> 06/01/2525	
Background/history: In March of 2019, Parks commenced a pilot program of lease to own vehicles. Parks had approximately 50 light duty vehicles, with an average fleet age of 14.9 years of age prior to beginning this program. Parks has replaced 49 vehicles in this program (19 lease returns/1 accident loss) under this program and desires to replace/lease return existing inventory. Parks has 8 vehicles scheduled for lease return credit in June 2025. Estimates indicate Parks will save \$350,000 over 10 years in a combination of vehicle purchase savings and lower maintenance and operation costs. Parks was spending over \$150,000 per year on maintenance and repair costs for the existing fleet, prior to the pilot. Under this pilot program, Parks leases each vehicle and has the opportunity to sell back the vehicle at a price equal or greater than the original purchase price. Over time, this program will refresh the entire fleet and provide the estimated savings stated above. Due to the market volatility of new vehicles, strong resale and severe shortages of critical components, 2026 orders must be placed now, to secure 2026 vehicle delivery from the manufactures.				
Motion wording: Approve the continuation of the Parks fleet replacement pilot program in 2025-2026 for additional lease-to-own payments not to exceed \$180,000.				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Enterprise Fleet Name: Cody Bykonen Email address: cody.rbykonen@efleets.com Phone: (425) 917-6308				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jason Conley Grant Management Department/Name:				
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$180,000 Budget code: Existing fleet budgets				
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>				

Spokane Park Board

Briefing Paper



Committee	Finance Committee			Committee meeting date: June 10, 2025
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 #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A		Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	Apparent Low Bidder TBD / Don Kardong Interpretive Signage Fabrication & Installation Contract (\$TBD)			
Begin/end dates	Begins: 06/12/2025		Ends: 01/31/2026	<input type="checkbox"/> 06/01/2525
Background/history: Recommend award of a construction contract to the apparent low bidding contractor for the base bid (and possible alternate #1) scope of work for PW ITB 6404-25 Don Kardong Bridge Interpretive Signage Fabrication and Installation project. In 2023 Parks and its agents completed the reconstruction of the Don Kardong Bridge, located along the Centennial Trail within the City's Logan & East Central neighborhoods. As a part of the project fundraising agreements with several parties, the city committed to the design, fabrication, and installation of informational and interpretive panels to enrich the user experience and celebrate the legacy of project donor organizations (Bloomsday, Gonzaga University, Friends of the Centennial Trail, and the University District).				
Motion wording: Motion to approve Apparent Low Bidder TBD construction contract for the Don Kardong Interpretive Signage and Fabrication project in the amount of \$TBD				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: apparent low responsive bidder Name: TBD Email address: TBD Phone: TBD				
Distribution: Al Vorderbrueggen Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$TBD Budget code: TBD				
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>				

Spokane Park Board

Briefing Paper



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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 #2 - Spokane County Interlocal Agreement / Make Beacon Hill Public Phase 2 Project (\$12,000 expense).			
Begin/end dates	Begins: 06/12/2025	Ends:	<input checked="" type="checkbox"/> 06/01/2525	
Background/history: This document makes the second amendment to the ing 'Make Beacon Hill Public' interlocal agreement with Spokane County to designate \$12,000 of Spokane County's \$800,000 project allocation toward County Park Staffing expenses to support the City with project management and construction administration efforts for the John H. Shields portion of the Make Beacon Hill Public - Phase 2 project. This also adjusts the agreement 'roles and responsibilities' to reflect this change.				
Motion wording: Motion to approve Amendment #2 to the Interlocal Agreement with Spokane County (\$12,000 expense)				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Mary L. Kuney 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 checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$12,000.00 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”

SECOND~~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 SECOND~~FIRST~~ AMENDED AND RESTATED INTERLOCAL AGREEMENT (the “Agreement”), is made and entered into this _____ day of _____, 202~~5~~⁴, 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 ~~were~~^{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, on July 9, 2024 the Board of County Commissioners adopted County Resolution 2024-0395 whereby the County executed the First Amended and Restated Interlocal Agreement Between City of Spokane Parks & Recreation and Spokane County to Facilitate the Make Beacon Hill Public Phase 2 Project (the “First Amendment”) in which the County agreed 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, of this additional \$500,000 allocated towards the John H. Shields Park portion of the Make Beach Hill Public Phase 2 project, Spokane County Parks to support the project management and construction administration efforts of the project.~~

WHEREAS, City Parks agreed 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

WHEREAS, The City will designate \$12,000 from the funds received by County, for County Parks staffing expenses to help support the City w/ project management and construction administration efforts of the of the John H. Shields Park portion of the Make Beacon Hill Public Phase 2 project.

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 and as further amended herein.

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. The City and the County will collaborate together on the construction management portion of the project execution with the City primarily managing the Camp Sekani portion of the project and the County actively assisting with and advising the City on the construction management and administration of primarily managing the John H. Shields portion of the project. The County shall track actual staff time associated with providing project management assistance for the John H. Shields portion of the project and shall invoice the City for such expense up to, but not to exceed \$12,000. Said invoice shall be provided to City not later than November 15, 2025 with applicable reimbursement to be received from City not later than December 31, 2025.

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 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; and the First Amended and Restated Interlocal Agreement Between Spokane County and the City of Spokane Parks & Recreation Regarding Make Beacon Hill Public Phase 2 Project, dated July 9, 2024, referred to herein as the First Amendment.

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

Spokane Park Board

Briefing Paper



Committee	Finance			Committee meeting date: June 10, 2025
Requester	Jonathan Moog			Phone number: (509) 625-6243
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 checked="" 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 2020-0650			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier	
Item title: (Use exact language noted on the agenda)	Swire Coca-Cola USA contract renewal for exclusive beverage pouring rights			
Begin/end dates	Begins: 07/10/2025	Ends: 07/09/2027	<input type="checkbox"/> 06/01/2525	
Background/history: Parks & Recreation Division (Parks) selected Swire Coca-Cola USA in 2020 through an RFP process resulting in an exclusive beverage pouring and sales agreement for an initial 5-year term and one 2-year renewal option. This agreement provided services at Riverfront Park, Aquatic Centers, Golf Courses, Dwight Merkel, Manito and other mutually agreed properties. For this exclusivity, Parks received fixed-unit pricing, marketing, promotions funding, event support, beverage equipment, a fixed commission on vending machine sales, annual support product, and annual cash rebates. Parks desires to execute the 2-year renewal option with Swire Coca-Cola USA.				
Motion wording: Approve the contract renewal with Swire Coca-Cola USA.				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Swire Coca-Cola Name: Julie Jackson Email address: jjackson@swirecc.com Phone:				
Distribution: jkconley@spokanecity.org Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:				
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: various Budget code: various				
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 MRSC Roster - City of Spokane <input checked="" type="checkbox"/> UBI: 604-078-558 Business license expiration date: 5/31/26 </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>				

AGENDA SHEET FOR PARK BOARD MEETING OF: July 9, 2020



Submitting Division
Parks & Recreation

Contact Person
Jason Conley

Phone No.
625-6211

CR: _____

Department: ☒ Finance ☐ Operations ☒ Recreation/Golf ☒ Riverfront Park

Committee: ☒ Finance ☐ Golf ☐ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☒ New ☐ Renewal ☐ Amendment ☐ Extension ☐ Other

Beginning date: 07/10/2020 Expiration date: 06/30/2025 Open ended ☐

CLERKS' FILE	OPR 2020-0650
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Swire Coca-Cola contract for exclusive beverage pouring rights

RECEIVED

AUG 07 2020

CITY CLERK'S OFFICE

BACKGROUND: (Attach additional sheet if necessary)

Parks benefits from a master contract for exclusive beverage pouring rights. The current contract expired Jan. 31, 2020. Following City procurement process, RFP 5219-20 was competitively bid. P&R received two responses and evaluated both proposals. Parks desires to enter into a 5-year contract with Swire Coca-Cola to be the exclusive beverage provider at Riverfront Park, aquatics centers, golf courses, Dwight Merkel, Manito, and other mutually agreed upon properties. For this exclusivity, P&R will receive fixed-unit pricing, marketing and promotions funding, event support, beverage equipment, a fixed commission on vending machine sales, annual support product, and annual cash paid to Parks in a combined annual value of \$60,735 (based on historical averages) which will increase as total sales increase over the life of the agreement.

RECOMMENDATION:

Move to approve a 5-year contract with an optional 2-year renewal, with Swire Coca-Cola for exclusive pouring rights for Spokane Parks and Recreation Division beverages sales.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Jason Conley

Requester - Jason Conley

Dept. Manager _____

Garrett Jones

Director of Parks & Recreation - Garrett Jones

Megan Qureshi

Parks Accounting - Megan Qureshi

Legal Dept. - James Richman

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager:

Requester: Jason Conley

jjackson@swirecc.com

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

Jennifer Ogden

July 9, 2020

President - Jennifer Ogden

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
_____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
\$60,735	various
_____	_____
_____	_____
_____	_____
_____	_____

☐ Existing vendor
 ☒ New vendor – If so, please include vendor packet ☐

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"/> Spokane Business registration expiration date: <u>01/31/2021</u>	<input type="checkbox"/> Insurance Certificate (minimum \$1 million in General Liability)

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	July 7, 2020		
Requester	Jason Conley		Phone number: 625-6211
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)	Swire Coca-Cola contract for exclusive beverage pouring rights		
Begin/end dates	Begins: July 10, 2020 Ends: June 30, 2025 <input type="checkbox"/> Open ended		
Background/history: Spokane Parks and Recreation benefits from a master contract for exclusive beverage pouring rights. The current contract expired Jan. 31, 2020. Following City procurement process, RFP 5219-20 was competitively bid. P&R received two responses and evaluated both proposals. P&R desires to enter into a 5-year contract with Swire Coca-Cola to be the exclusive beverage provider at Riverfront Park, aquatics centers, golf courses, Dwight Merkel, Manito, and other mutually agreed upon properties. For this exclusivity, P&R will receive fixed-unit pricing, marketing and promotions funding, event support, beverage equipment, a fixed commission on vending machine sales, annual support product, and annual cash paid to Parks in a combined annual value of \$60,735 (based on historical averages). This amount, will increase as total sales increase over the life of the agreement.			
Motion wording: Move to approve a 5-year contract with an optional 2-year renewal, with Swire Coca-Cola for exclusive pouring rights for Spokane Parks and Recreation Division beverages sales.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Swire Coca-Cola Name: Julie Jackson Email address: jjackson@swirecc.com Phone: 509-921-6200			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$60,735 Budget code: various			
Vendor: <input type="radio"/> Existing vendor <input checked="" 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: 604-078-558 Business license expiration date: 1-31-2021 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



City of Spokane Parks and Recreation

CONTRACT

**Title: POURING RIGHTS AND
BEVERAGE SALES**

THIS CONTRACT is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, a Washington State municipal corporation, as ("City"), and **SWIRE COCA-COLA, USA**, a Draper Utah company, with a local office at 9705 East Montgomery Avenue, Spokane Valley, Washington 99206 ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The City grants to the Company the exclusive POURING RIGHTS FOR SPOKANE PARKS AND RECREATION DIVISION BEVERAGE SALES in accordance with the City's Request for Proposals and the Company's proposal dated January 13, 2020, and the Company's response to include, but not limited to, the following:

A. Definitions.

- (1) "Beverages" shall mean all non-alcoholic beverages, including carbonated and non-carbonated, non-alcoholic, natural or artificially flavored drinks including, but not limited to, non-alcoholic drinks with nutritine or non-nutritine sweeteners; cold tea products, bottled water or caffeinated bottled waters; isotonic, hypertonic, hypertonic drinks (Sports drinks, and energy and fluid replacement drinks); chilled coffee drinks, bottle/can packaged fruit juice, fruit juice containing fruit and flavored drinks; and all drink beverage bases from which such drinks and beverages could be prepared.
- (2) Beverage or beverages shall not include, fountain distribution of non-carbonated fruit juice, milk, flavored milk, beer, (alcoholic, low-alcoholic and non-alcoholic), wine, alcohol, brewed coffee, freshly brewed tea, hot chocolate, or juices squeezed fresh from fruit.
- (3) "Cases" shall mean the number of cases of Packaged Products purchased by the City from Company, initially delivered in quantities of 24, 15 and 12 bottle/can units, and thereafter in such other size, quantity, and type of containers as determined by Company, from time to time.
- (4) "Company Beverages" means Beverages marketed under brand names or trademarks owned by or licensed for use to the Company.

- (5) "Gallons" shall mean the number of gallons of the Postmix Products purchased by the City from the Company.
- (6) "Packaged Products" shall mean Company Beverages that are distributed in prepackaged form (e.g., bottles and cans). A current list of Company's Packaged Projects is listed in attached Exhibit B, which may be amended by Company from time to time.
- (7) "Postmix Products" shall mean Company Beverages used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of Company's Postmix Products is listed in attached Exhibit B, which may be amended by Company from time to time.
- (8) "Year" shall mean each twelve (12) month period during the Term commencing on the first day of the Term or an anniversary thereof.

B. Pouring and Exclusivity Rights.

- (1) The Company will have the exclusive right to make all Beverages (including Fountain Products and Packaged Products), but excluding energy drinks, available for sale and distribution within the Parks and Recreation facilities identified on the attached Exhibit C, including all locations within the facilities where Beverages are sold and catering operations for the City (each "location", collectively the "Locations"). Accordingly, the Company Beverages shall be the only Beverages of their respective type sold, dispensed, or served anywhere throughout the Locations. City and City concessionaires will purchase all its respective requirement for such Company Beverages directly and exclusively from Company.
- (2) The Company will have exclusive rights of sampling of all Company Beverages in all categories.
- (3) The City will only allow competitive brands signage to be displayed in any Location if event sponsorship at an event at that Location is tied to a national or regional marketing event and is not the sole activity involved. Some examples from the past: WIAA Events, ASA Softball Tournaments, PGA Tournaments. Competitive products will not be sold. Minimal brand activation may occur, but will be based on an event-by-event basis and must be pre-approved by the City.
- (4) Space will be provided to Company for prominently displayed signage mutually acceptable to both parties to promote the Company Beverages and services in or at the Locations.
- (5) The Company is responsible for providing camera-ready artwork for review and approval by the City. Subsequent changes to the sign panels will be at the expense of the Company. The City agrees to refrain from installing any advertising signage which would promote or make use of the name, logo or image of any of the brand names or product names of any beverages which are in competition with the Company.
- (6) Should the City learn of any competitive products being marketed or advertised in association with or advertised at park facilities, it shall promptly use its best effort to stop

the marketing or promotion to protect the exclusive associational rights granted to the Company in this contract.

2. **CONTRACT TERM.** The Contract shall begin July 10, 2020, and run through July 9, 2025, unless terminated sooner. The parties may mutually extend the contract for one (1) additional two- (2) year period, with the Contract not to exceed seven (7) years.
3. **PRODUCT COST.** The Company shall provide the City Postmix Products and Packaged Product in accordance with the attached Cost Proposal as set forth in Exhibit B. It is recognized during the Term, Company Beverage prices charged may need to be adjusted. These price adjustments shall not occur more than once in a twelve- (12) month period. The Company shall not increase prices by more than 3% in any year. The City will use the Regional Cost Price Index as a benchmark for approving price increases in excess of 3% in any year.
4. **FULL SERVICE VENDING.**

A. Placement and Operation of Vending Machines.

Company shall have the right to install vending machines at the Locations throughout the Term of the Agreement (collectively, the "Vending Machines"). Actual placement of Vending Machines (type and number) shall be based on Company's determination of the City's reasonable needs and is subject to availability. City maintains absolute veto rights over any location chosen by Company for placement of a Vending Machine. City shall only veto Company's suggested location for a Vending Machine if, in City's sole discretion, City determines that the suggested location is not appropriate for placement of a Vending Machine. Company shall have the right to replace or remove Vending Machines at any time during the Term, as determined by Company, based on Company's policies and standards regarding its Vending Machines, as such policies and standards are communicated to the City by Company from time to time. The Vending Machines, and all monies and Products located in the Vending Machines, shall at all times remain the sole property of Company or one of its affiliates.

B. Commissions.

In consideration of the rights granted by the City hereunder, Company agrees to pay to the City a commission, as a percentage of the actual cash, including payments from credit and debit card transactions ("cash in bag" or "CIB"), collected by Company from the Vending Machines placed at the Locations, less any applicable sales tax, fees or deposits ("Commissions"). Such Commissions shall be at the rate set forth below (the "Commission Rate") and shall be calculated as follows:

(CIB – applicable sales tax, fees/deposits * Commission Rate = Commission due)

COMMISSION SCHEDULE FOR SPOKANE PARKS AND REC LOCATIONS

Product	Minimum Vend Price	Commission Rate*
12 oz. Cans	\$1.00	55%
20 oz. SSD, Water	\$2.75	55%
20 oz. ISO	\$2.75	55%
16 oz. Energy Beverages and 15 oz. Energy Coffee Beverages	\$4.00	55%

*Commission Rate stated above shall only apply to Products sold by Company through its Vending Machines at the beginning of the Term. If Company proposes any new products to the City during the Term, the Company shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product.

(i) Commission Payment.

Commissions shall be remitted by Company to the City within forty-five (45) days of the end of each quarterly accounting period established by Company. Company shall make all pertinent revenue and sales records respecting the Vending Machines available to the City. The City agrees that it is responsible for reviewing such records and the any claims or dispute relating to the Commissions must be brought by the City in writing within one (1) year of the date such Commission payment is due.

(ii) Change to Commission Formula.

In addition to the above, the City agrees that Company shall have the right to change its formula/method for calculating Commissions at any time in its reasonable discretion provided that any such formula adjustments shall not result in a material change to the Commissions due with respect to the same sales of Products.

(iii) Vend Price.

The minimum vend price necessary for the City to qualify for any Commissions is set forth above. Company shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably competitive with applicable vending prices for similar accounts operating in the relative geography.

C. Risk of Loss; Vandalism.

Except as is reasonably attributable to the acts or omissions of the City's personnel or other contractors, Company shall bear the risk of loss to the Vending Machines and any Products or monies contained therein from theft or vandalism while the Vending Machines are placed at the Locations; provided, however, that in the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Company shall specifically have the right to remove or move any Vending Machines.

D. Utilities.

Power, water, and drain will be provided by the City for fountain installs by a licensed plumber. The Company will provide all racks, fittings pipes, hoses and proper installation equipment for all fountain equipment after licensed plumber has installed proper RPV valve and floor drain.

E. Customer Service.

The Company shall ensure all vending machines at a fill rate of fifty percent (50%). The Company will also input all special events into the system to create a fill order for vendors before the events are scheduled to start.

F. Washington State Department for the Blind.

- (1) Ten percent (10%) of the City's commission collected from any vendor (excluding food service vendors in the parks) will be paid to the Washington State Department of Services for the Blind per WAC 67-35-160(DSB). The Company will facilitate this payment on behalf of the City.

(2) The City's commission percentage from vending machines will be calculated before the ten percent (10%) payment has been paid to Washington State Department of Services for the Blind.

(3) Checks for profits of the vending machines shall be sent to Spokane Parks Accounting Department, 808 W Spokane Falls Blvd, Spokane WA 99201.

5. BEVERAGE EQUIPMENT.

A. The Company shall provide and service, at no charge, a wide variety of beverage equipment for all of Company Beverage needs. The Company will install equipment to the expected standards of the City. All Company equipment provided shall comply with all federal, state and local laws, City of Spokane policies, fire and safety codes and regulations, including USDA regulations, as applicable. Power and solid surface will be provided by the City for any new vendor placement

B. The Company shall be prompt at service calls to maintain the normal operation of the equipment and on an as needed basis, replace the equipment. The Company will take every step necessary to meet the required seven (7) day replacement time line.

C. The City shall not itself, and shall not permit any other party to, repair, service, maintain, replace, relocate, move, remove, stock or access any Vending Machines. Company shall use its commercially reasonable efforts to keep the Vending Machines in good working order and condition at all times during the Term. Company shall have the exclusive right to repair, replace, refurbish, move or remove any specific Vending Machines, at its sole discretion. Notwithstanding the foregoing, the City agrees to use its best efforts to keep the Vending Machines in clean and sanitary condition, wholly free of all advertising and other materials, at all times. In addition, the City agrees to promptly notify Company of any need for repair or service, of any consumer complaints respecting the Vending Machines, and of any need or request for consumer refunds. The City further agrees to fully cooperate with Company in effecting any necessary repairs or service, or in addressing any consumer complaints received

6. MARKETING AND PROMOTION ASSISTANCE. The Company shall assist the City in its best efforts to promote the marketing and sales of the beverages, as indicated in the Company's proposal.

7. SPECIAL EVENTS.

A. The Company shall provide minimally one (1) merchandiser or driver and one (1) food service representative during mutually agreed to special events within Riverfront Park as needed. The special events include but are not limited to Hoopfest, Bloomsday, Pig Out, and 4th of July.

B. The Company shall directly accept vendor orders and provide product deliveries during special events. Both parties will mutually agree and document an order process for product delivery to special event vendors.

8. DELIVERIES.

Pricing should be based on a minimum of two delivery dates per week to all service locations specified in the Agreement, with days and times to be specified by the City. In the event of shorted product, Company will re-deliver replacement product within 24 hours of missed delivery. It will be the expectation of the Company to deliver and place product in the location of the City's choosing (storage coolers, stockroom, special event site, etc.).

9. CONSIDERATION. In consideration of the City performance of its obligations hereunder, Company shall support the City with:

A. Support Funds/Sponsorship Recognition Funding.

Company shall provide the City with Support Funds/Sponsorship Recognition Funding in the amount of Twenty Thousand Dollars (\$20,000), payable to the City within thirty (30) days after execution of this Agreement by both parties, with respect to Year 1. Company shall provide the City with annual Support Funds/Sponsorship Recognition Funding in the amount of Twenty Thousand Dollars (\$20,000) within thirty (30) days after each Years' anniversary of this agreement beginning in Year Two (2) of this Agreement and continuing annually until the end of the Term of this Agreement not to exceed Seven (7) consecutive payments (the "Support Funds/Sponsorship Recognition Funding"). In the event Company terminate this Agreement due to the City's failure to cure a breach hereof, the unearned Support Funds/Sponsorship Recognition Funding will be repaid to Company pursuant to the terms of Section 18(A) herein. The City will provide Company with sponsorship recognition at all Park and Recreation locations, where products are sold, including prominently displayed signage provided Company and other recognition mutually agreed by the parties.

B. Additional Annual Support/Sponsorship Funding (Annual Rebate)

Company shall provide the City with additional Annual Support Funds/Sponsorship Recognition Funds, payable to the City within thirty (30) days after each Years' anniversary of this Agreement, beginning in Year Two (2) of the agreement, and continuing annually until the end of the Term of this Agreement not to exceed Seven (7) consecutive payments. The annual rebate amount will be calculated in the amount of \$3.00 per physical case purchased by the City, or its concessionaires during the year. Documentation to be provided by Company and reviewed with the City to reconcile this payment annually.

C. Event Sponsorship Recognition Fees

Company shall provide the City with annual Event Sponsorship Recognition Fees in the amount of Seventy-five Hundred Dollars (\$7,500), payable to the City within thirty (30) days after execution of the Agreement by both parties with respect to Year 1, and thereafter within thirty (30) days after each Years' anniversary until the end of the Term of this agreement, not to exceed seven (7) consecutive payments (the "Annual Event Sponsorship Recognition Fees"). The Annual Event Sponsorship Fees are earned throughout the year which they are paid. In the event the Company terminates this Agreement due to the City's failure to cure a breach hereof, the unearned Annual Event Sponsorship Recognition Fees will be repaid to the Company pursuant to the terms of Section 18 herein. Event Sponsorship will be mutually agreed upon by both parties and the level of sponsorship per event, will be commensurate of the portion of this fee applied towards each event.

D. Equipment Support Funds.

Company shall provide City with equipment support funds. A one-time, up-front payment of Fifteen Thousand Dollars (\$15,000) will be provided in Year 1 to purchase new ice making equipment at the fountain locations mutually agreed upon by both parties. Ice making equipment will remain at the Locations and at the end of the Term, title to the equipment will transfer to the City. Maintenance and repairs will be the responsibility of the City for the ice makers during the life of the Agreement.

E. Menu/Look-of-Success Support Funds.

Company shall provide the City with annual Menu/Look-of-Success Support Funds. Menu/Look-of-Success Support Funds will be provided by the Company annually in the amount of Seventy-five Hundred Dollars (\$7,500) until the Term of this agreement, not to exceed seven (7) consecutive payments (the "Annual Menu/Look-of-Success Support Funds"). Menu/Look-of-Success Support Funds will be used and spent by the City to offset the costs of mutually agreed upon items identified by both parties to help promote beverage sales and special events. Cobranded Coca-Cola items may include, but are not limited to the following:

1. Outdoor Umbrellas
2. Feather Flags
3. Texas Tankers on wheels for chilling products with ice
4. Pop-up tents with beverage branding
5. Other mutually agreed upon items

F. If the volume of beverage products purchased in any year by the City falls more than ten percent (10%) below the prior year volume, Company may reduce or cease payments under Section 9 and/or terminate the Agreement. The terms of this Section are material to the Agreement.

10. ADDITIONAL CONSIDERATION.

A. Riverfront Park Promotion

Company will support Riverfront Park activations by providing a minimum of one (1) on-site activation per year; the goal of this activation is to increase park and product awareness, and provide for product sampling, education, or additional consumer experiences. Company must seek the approval of the City, prior to any activation promotional launch.

B. Annual Product Support

Company will provide City, with annual Product donations of up to a total of Four Hundred (400) 24-count cases of 12-ounce can Beverages and/or 24-count cases of 16.9 ounce bottled water to support guest appreciation or other related events, upon request of the City, provided however that the City will administer all requests through a central contact so the City may prioritize the requests. The City acknowledges and agrees that donated Product requests not used/made in any Year shall not be carried over to the subsequent Year.

11. GOLF COURSES. The City has one (1) golf course currently under contract for their Beverage Pouring Rights. Creek at Qualchan Golf Course contract will expire March 31, 2023. The Creek at Qualchan Golf Course is subject to this Agreement and will immediately convert to Company products April 1, 2023, or earlier if the contract is terminated.

The Creek at Qualchan will be a Location under this Agreement beginning April 1, 2023, and as such the Company will make available the same product pricing with no further consideration to the City or Golf Course Operator.

12. PAYMENT. The company shall send its payments to the Parks and Recreation Division, Administration Office, Fifth Floor—City Hall, 808 West Spokane Falls Blvd., Spokane Washington, 99201. The Annual Support Funds, Sponsorship Recognitions fees, and Major Events Recognition fees shall be paid against an invoice from the City.
13. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
14. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
15. DISPUTES. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.
16. AMENDMENTS. This contract may be amended at any time by mutual written contract.
17. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, 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 contract.
18. TERMINATION. Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice.

In the event of breach of this Agreement at one or more Location(s), the parties agree that Company shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Location(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Location(s).

A. Remedies.

If Company terminates this Agreement as a result of default by the City or its Locations, or if the City terminates this Agreement without cause, then the City and its Locations will surrender to Company all Equipment provided by Company and shall forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Company, Company shall have the right to immediately seek reimbursement from the City and the Locations for the following:

- (1) An amount reflecting reimbursement for all funding previously advanced by Company but not earned by the City pursuant to the terms of this Agreement. With regard to the Annual Support

Funds/Sponsorship Recognition Funding, the amount of such reimbursement shall be determined by multiplying Annual Support Funds/Sponsorship Recognition Funding by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12). With regard to the Annual Event Sponsorship Recognition Fees, the amount of such re-imbursement shall be determined by multiplying Annual Event Sponsorship Recognition Fees by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12). With regard to Equipment Support Funds and Menu Support Funds, each such amount payable to City as Equipment Support Funds and Menu Support Funds will be earned over the Term, and any such reimbursement will be pro-rated based on the number of months remaining in the Term from the time of payment.

(2) An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Locations, if applicable; and

The remedies, as set forth above, are not intended to restrict the right of either party to pursue other remedies or damages if the other party has breached the terms of this Agreement.

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

20. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the contract shall remain in full force and effect.

21. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company

22. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

23. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

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

i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

24. VEHICLE ACCESS. The Company shall comply with the Parks and Recreation Division Vehicle Access Rules, assist in the control of all vehicles associated with the Company, and inform all Company drivers of the vehicle access policy.

25. DEBARMENT AND SUSPENSION.

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

26. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.
27. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
28. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City receives a valid public records request for Company's materials or information, City will use reasonable efforts to give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.
29. FORCE MAJEURE. Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All payments and delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist, including an extension of the Term to equal the duration of the force majeure condition.

SWIRE COCA-COLA, USA

By Jack Peto
Date 8/3, 2020

Jack Peto
Type or Print Name

President / CEO
Title

Attest:

Yvonne L. Roberts
City Clerk

CITY OF SPOKANE PARKS AND
RECREATION DIVISION

By Garrett Jones
Date 8/7, 2020

Garrett Jones
Type or Print Name

Director
Title

Approved as to form:

Michael R. Pugh
Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Swire Cost Proposal
- Exhibit C – Parks and Recreation Locations
- Exhibit D – In-Kind Trade for Build and Get Promotions

20-061



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

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

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

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

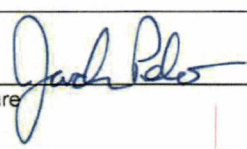
_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
Jack Pelo _____ Name of Certifying Official (Type or Print)	 _____ Signature
President / CEO _____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

EXHIBIT B SWIRE COST PROPOSAL

Products Available From Coca-Cola Foodservice & On-Premise Base Chain Price

Prices Effective January 1, 2020			
Dispensed Sparkling Brands (BIB)		Dispensed Still Brands (BIB)	Premium Still Brands (BIB)
			
Sparkling & Still BIB	\$16.86 / \$84.30	\$17.58 / \$43.95	\$17.94 / \$35.88
Unsweet Tea BIB	\$16.29 / \$81.45	\$17.06 / \$42.65	
Premium Still BIB	\$17.57 / \$87.85	\$18.28 / \$45.70	

*** Dr. Pepper BIB is available from Swire Coca-Cola



SWIRE COCA-COLA, USA

Pricing Effective: 1/1/2020

Updated: 12/19/2019

LMP Pricing				
Package	COMP-AA	Cona #	Pack	Container Type
12/24 oz SOLO Lid	\$59.06	116941	2,000	Plastic
32 oz SOLO Lid	\$43.71	116943	960	Plastic
44 oz SOLO Lid	\$53.14	116944	960	Plastic
7 3/4" Straws WRP CS	\$79.15	700134	6,000	Plastic
10" Straws WRP CS	\$99.20	700136	6,000	Plastic
16 oz Compostable Paper Cup	\$87.41	700111	1,000	Paper
21 oz Compostable Paper Cup	\$100.37	700112	1,000	Paper
32 oz Compostable Paper Cup	\$82.67	700113	500	Paper
16/21 Compostable Lid	\$56.66	700130	2000	Plastic Lid
32 Compostable Lid	\$49.57	700131	960	Plastic Lid
12z TM Cups	\$82.16	144892	2000	Paper
16z TM Cups	\$60.08	144893	1000	Paper
21z TM Cups	\$66.10	144894	1000	Paper
24z TM Cups	\$66.10	144895	1000	Paper
32z TM Cups	\$50.13	144896	480	Paper
44z TM Cups	\$61.81	144897	480	Paper
20 lb. CO2	\$15.10		1/20lb	Tank

Additional on-invoice rebates at \$2 per gallon on fountain products, excluding juice BIBs.



SWIRE COCA-COLA, USA

City of Spokane

Jun-20

	Case Pack	Case Cost	Off Invoice	Net Case Cost	Unit Cost	PBF/Rebate
Sparkling						
12z 12pk Core Can	2	\$ 14.40	\$ -	\$ 14.40	\$ 0.60	\$3.00
12z 12pk Flavor Can	2	\$ 14.40	\$ -	\$ 14.40	\$ 0.60	\$3.00
12z 6pk Can	4	\$ 14.40	\$ -	\$ 14.40	\$ 3.60	\$3.00
12z 8pk Bottles	3	\$ 19.20	\$ -	\$ 19.20	\$ 6.40	\$3.00
1L Bottles	12	\$ 23.88	\$ -	\$ 23.88	\$ 1.99	\$3.00
20z Bottles	24	\$ 29.04	\$ 5.00	\$ 24.04	\$ 1.00	\$3.00
2L Core Bottles 8Ct	8	\$ 16.08	\$ -	\$ 16.08	\$ 2.01	\$3.00
2L Flavor Bottles	8	\$ 16.08	\$ -	\$ 16.08	\$ 2.01	\$3.00
355ml Glass Imports	24	\$ 27.84	\$ -	\$ 27.84	\$ 1.16	\$3.00
500ml Glass Imports	24	\$ 28.32	\$ -	\$ 28.32	\$ 1.18	\$3.00
7.5z 6pk Can	4	\$ 11.76	\$ -	\$ 11.76	\$ 2.94	\$3.00
8.5z Aluminum Bottle	24	\$ 25.44	\$ -	\$ 25.44	\$ 1.06	\$3.00
8z Glass Bottles	24	\$ 23.04	\$ -	\$ 23.04	\$ 0.96	\$3.00
12z Glass Coca-Cola Origins	24	\$ 26.64	\$ -	\$ 26.64	\$ 1.11	\$3.00
Water						
Dasani .5L 24pk	24	\$ 13.20	\$ -	\$ 13.20	\$ 0.55	\$3.00
Dasani 1L	12	\$ 16.56	\$ -	\$ 16.56	\$ 1.38	\$3.00
Dasani 20z	24	\$ 20.88	\$ 4.25	\$ 16.63	\$ 0.69	\$3.00
smartwater 1L	12	\$ 20.03	\$ -	\$ 20.03	\$ 1.67	\$3.00
smartwater 20z	24	\$ 30.72	\$ -	\$ 30.72	\$ 1.28	\$3.00
smartwater 700ml	24	\$ 32.16	\$ -	\$ 32.16	\$ 1.34	\$3.00
Zico 16.9z	12	\$ 22.68	\$ -	\$ 22.68	\$ 1.89	\$3.00
BODYARMOR 1ltr	12	\$ 19.00	\$ -	\$ 19.00	\$ 1.58	\$3.00
BODYARMOR 700ml	24	\$ 29.00	\$ -	\$ 29.00	\$ 1.21	\$3.00
Enhanced Water						
vitaminwater 20z 12ct	12	\$ 17.16	\$ -	\$ 17.16	\$ 1.43	\$3.00
Energy						
Full Throttle 16z	24	\$ 39.12	\$ -	\$ 39.12	\$ 1.63	\$3.00
Monster 16z	24	\$ 39.12	\$ -	\$ 39.12	\$ 1.63	\$3.00
Monster Java 15z	12	\$ 22.20	\$ -	\$ 22.20	\$ 1.85	\$3.00
Monster 16z	12	\$ 19.56	\$ -	\$ 19.56	\$ 1.63	\$3.00
Reign Energy	12	\$ 18.72	\$ -	\$ 18.72	\$ 1.56	\$3.00
Nos 16z	24	\$ 39.12	\$ -	\$ 39.12	\$ 1.63	\$3.00
Nos 16z	12	\$ 19.56	\$ -	\$ 19.56	\$ 1.63	\$3.00
Sport Drink						
Powerade 20z 24pk	24	\$ 24.72	\$ 2.14	\$ 22.58	\$ 0.94	\$3.00
Powerade 20z 8pk	24	\$ 24.72	\$ 2.14	\$ 22.58	\$ 0.94	\$3.00
Powerade 32z	15	\$ 19.05	\$ -	\$ 19.05	\$ 1.27	\$3.00
BODYARMOR 16z 12ct	12	\$ 17.50	\$ -	\$ 17.50	\$ 1.46	\$3.00
BODYARMOR 28z 12ct	12	\$ 22.00	\$ -	\$ 22.00	\$ 1.83	\$3.00
Juice						
Minute Maid 10z	24	\$ 19.68	\$ -	\$ 19.68	\$ 0.82	\$3.00
Minute Maid 450ml	24	\$ 31.92	\$ 2.00	\$ 29.92	\$ 1.25	\$3.00
Turn-E Yummies	12	\$ 8.88	\$ -	\$ 8.88	\$ 0.74	\$3.00
Juice Hubert Glass 16oz/473mL LS 12ct	12	\$ 17.40	\$ -	\$ 17.40	\$ 1.45	\$3.00

Milk						
Core Power 14z	12	\$ 29.88	\$ -	\$ 29.88	\$ 2.49	\$3.00
Core Power 14z Elite	12	\$ 33.24	\$ -	\$ 33.24	\$ 2.77	\$3.00
Yup 14z	12	\$ 16.44	\$ -	\$ 16.44	\$ 1.37	\$3.00
Muscle Monster 15z PET	12	\$ 26.52	\$ -	\$ 26.52	\$ 2.21	\$3.00
Tea						
Gold Peak 18.5	12	\$ 17.88	\$ -	\$ 17.88	\$ 1.49	\$3.00
Honest Tea 16.9z	12	\$ 20.16	\$ -	\$ 20.16	\$ 1.68	\$3.00
Peace Tea 23z	12	\$ 13.56	\$ -	\$ 13.56	\$ 1.13	\$3.00
Coffee						
Dunkin Coffee 13.7z 12pk	12	\$ 23.16	\$ -	\$ 23.16	\$ 1.93	\$3.00
McCafe Coffee 13.7z 12pk	12	\$ 19.92	\$ -	\$ 19.92	\$ 1.66	\$3.00
Sparkling Water						
AHA Flavored Sparkling Water 12z	24	\$ 14.40	\$ -	\$ 14.40	\$ 0.60	\$3.00
AHA Flavored Sparkling Water 16z	24	\$ 19.10		\$ 19.10	\$ 0.80	\$3.00
Dasani Sparkling 20z	24	\$ 21.12	\$ -	\$ 21.12	\$ 0.88	\$3.00
smartwater Sparkling 1L	12	\$ 20.88	\$ -	\$ 20.88	\$ 1.74	\$3.00
smartwater Sparkling 20z	24	\$ 30.96	\$ -	\$ 30.96	\$ 1.29	\$3.00

*PBF/REBATES DO NOT APPLY TO RETAIL VENDING CASES OR COMPLIMENTARY PRODUCT *PBF/REBATES ARE ACCRUED AND PAID ANNUALLY ON ANNIVERSARY DATE

EXHIBIT C PARKS AND RECREATION LOCATIONS

Riverfront Park
 Manito Park
 Dwight Merkel Sport Complex
 Parks Aquatics Centers
 City-owned Golf Courses (Qualchan beginning April 1, 2023)
 Other Parks and Recreation facilities and parks owned by the City, deemed appropriate by the City for beverage services

EXHIBIT D IN-KIND TRADE FOR BUILD AND GET PROMOTIONS

Exhibit D outlines the in-kind trades and marketing opportunities provided to Swire, under the Exclusive Beverage Sponsorship agreement. These, in-kind trades for admissions are to assist Swire in their public promotions of City beverage sales and cannot be used by the Company as a perk. The City and Swire will make every effort to track promotions and evaluate their annual success. All signage must be approved by the City of Spokane before installation. Exhibit D by design, may be updated annually to reflect changing business opportunities over the life of the agreement.

City of Spokane will offer to Swire annually:

Eighty (80) rounds of Golf at City Courses (\$3,600 value).
 One Hundred (100) Looff Carousel Rides (\$200 value).

Fifty (50) Numerica SkyRide admission tickets (\$500 value) Fifty
(50) Numerica Ice Ribbon Admissions (\$350 value)
Four (4) mutually agreed upon Big Belly trash receptacle locations at Riverfront Park. Signage
will be provided by Company and will promote Riverfront Park/Parks and Recreation
attractions/events along with Company branding
Signage location at each of the 6 Aquatics Centers (6@ \$500 each \$3,000 value) Signage will be
provided by Company
Merkel Signage location (2 @ \$500 each, \$1,000 sponsor value). Signage will be provided by
Company
Half-page advertisement in quarterly Recreation Guides (\$1,500 value)

Swire to offer the City of Spokane annually:

Marketing on 6 delivery trucks, 4 times per year
Two (2) small store promotions per year (such as Numerica Ice Ribbon season opening
promotion).
Two (2) large store promotions per year (such as text to win offers promoting City Programs)
Activation four (4) social media contests per year
Coca-Cola birthday promo each year to celebrate Coke's birthday on May 8th.
Co-branding on all Park department vending machine locations
Co-branding on shared concession trailer(s)
Table tents promoting Spokane Parks and Recreation at other Coca Cola client sites



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/19/2025

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 200 Clayton Street, Suite 800 Denver CO 80206 USA	CONTACT NAME: PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458 E-MAIL ADDRESS:														
INSURED Swire Coca Cola 12634 South 265 West Draper UT 84020 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: Safety National Casualty Corp</td><td>15105</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></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Safety National Casualty Corp	15105	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Ins Co	16535														
INSURER B: Safety National Casualty Corp	15105														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570112599553 **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.

Limits shown are as requested

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 <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL0484584306	04/01/2025	04/01/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
EACH OCCURRENCE	\$1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000																		
MED EXP (Any one person)	\$5,000																		
PERSONAL & ADV INJURY	\$1,000,000																		
GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6675545 Bus Auto Cvg	04/01/2025	04/01/2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<table><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			LDS4062830	04/01/2025	04/01/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																			
E.L. EACH ACCIDENT	\$1,000,000																		
E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		

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

RFP, City, its officers and employees are included as Additional Insured on General Liability policy, but only with respect to the Firm's services to be provided under this contract. A waiver of subrogation is granted in favor of City of Spokane in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies. Certificate Holder is included as Loss Payee with respect to the physical damage Auto policy of covered vehicles by the Named Insured in accordance with the policy provisions. comp./coll. Deductibles: \$25000.

CERTIFICATE HOLDER City of Spokane - Purchasing 808 W. Spokane Falls Blvd. Spokane WA 99201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
---	--

Holder Identifier :

570112599553

Certificate No :





Business Lookup

License Information:

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

Entity name: SWIRE PACIFIC HOLDINGS INC.

Business name: SWIRE COCA-COLA, USA

Entity type: [Profit Corporation](#)

UBI #: 601-197-349

Business ID: 001

Location ID: 0008

Location: Active

Location address: 9705 E MONTGOMERY AVE
SPOKANE VALLEY WA 99206-4119

Mailing address: 12634 S 265 W
DRAPER UT 84020-7930

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

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

Endorsements

Filter

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Airway Heights General Business - Non-Resident				Active	May-31-2026	Jan-05-2024
Cheney General Business - Non-Resident				Active	May-31-2026	Jan-11-2024
Colville General Business - Non-Resident				Active	May-31-2026	Jan-03-2024
Deer Park General Business - Non-Resident				Active	May-31-2026	Jan-05-2024
Kettle Falls General Business - Non-Resident				Active	May-31-2026	Jan-03-2024
Liberty Lake General Business - Non-Resident				Active	May-31-2026	Jan-05-2024
Millwood General Business - Non-Resident				Active	May-31-2026	Jan-04-2024
Newport General Business - Non-Resident				Active	May-31-2026	Jan-12-2024
Rockford General Business - Non-Resident				Active	May-31-2026	Jan-11-2024



Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	May-31-2026	Jan-03-2024
Spokane Valley General Business				Active	May-31-2026	Jan-04-2024
Sprague General Business - Non-Resident				Pending	Jan-31-2025	
Springdale General Business - Non-Resident				Active	May-31-2026	Jan-05-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FUNG, KEITH	
GEHRING, ROBBY L	
HERNDON, DOUGLAS B	
LOMAS, BERNADETTE	
MURRAY, MARTIN	
SO, KAREN	



Owners and officers	Title
TSANG, LAM LEE	

Registered Trade Names

Registered trade names	Status	First issued
COCA COLA BOTTLING CO OF WALLA WALLA	Active	Apr-15-2014
SWIRE COCA-COLA USA	Active	Dec-20-2023
SWIRE COCA-COLA, USA	Active	Apr-15-2014
SWIRE PACIFIC HOLDINGS INC	Active	Apr-15-2014

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/2/2025 11:44:54 AM

[Contact us](#)



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CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT EXTENSION

Title: POURING RIGHTS AND BEVERAGE SALES

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **SWIRE COCA-COLA, USA**, a Draper Utah company, with a local office at 9705 East Montgomery Avenue, Spokane Valley, Washington 99206 ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the City grants to the Company the exclusive Pouring Rights for Spokane Parks and Recreation Division Beverage Sales; and

WHEREAS, the initial contract provided for one (1) additional two (2) year extension.

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

1. CONTRACT DOCUMENTS.

The original Contract, fully executed on August 7, 2020, any previous amendments, renewals and / or extensions / 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 Extension shall become effective on July 10, 2025 and shall run through July 9, 2027.

3. COMPENSATION.

There are no changes to the terms of compensation from the original contract.

4. DEBARMENT AND SUSPENSION.

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

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 Extension by having legally-binding representatives affix their signatures below.

SWIRE COCA-COLA, USA

**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 – Certification Regarding Debarment

25-132

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



*May '25
Financials*

Natural Resources - May 2025



	Adopted Budget 2025	2025 Remaining Budget Balance	2024 May Actual	2025 May Actual	2024-2025 Monthly Difference	2024 YTD Actual	2025 YTD Actual	2024-2025 YTD Difference	2024 YTD % Of Budget	2025 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 82,000	\$ 65,405	\$ 6,358	\$ 9,677	\$ 3,319	\$ 37,917	\$ 16,595	\$ (21,322)	41.67%	20.24%	-21.43%
Operating Transfers	\$ 66,000	\$ -			\$ -	\$ 66,000	\$ 66,000	\$ -	100.00%	100.00%	
Total Revenue	\$ 148,000	\$ 65,405	\$ 6,358	\$ 9,677	\$ 3,319	\$ 103,917	\$ 82,595	\$ (21,322)	66.19%	55.81%	-10.38%
Expenditures											
Salaries and Wages	\$ 729,322	\$ 484,821	\$ 68,294	\$ 71,499	\$ (3,205)	\$ 237,911	\$ 244,501	\$ (6,590)	36.76%	33.52%	-3.24%
Temp/Seasonal	\$ 88,582	\$ 56,622	\$ 8,303	\$ 16,092	\$ (7,789)	\$ 10,271	\$ 31,960	\$ (21,689)	11.97%	36.08%	24.11%
Personnel Benefits	\$ 292,943	\$ 202,094	\$ 23,900	\$ 23,793	\$ 107	\$ 91,262	\$ 90,849	\$ 413	36.99%	31.01%	-5.98%
Supplies	\$ 35,600	\$ 19,912	\$ 5,194	\$ 3,754	\$ 1,440	\$ 14,859	\$ 15,688	\$ (829)	41.74%	44.07%	2.33%
Services and Charges	\$ 139,800	\$ 60,680	\$ 22,512	\$ 10,650	\$ 11,862	\$ 65,507	\$ 79,120	\$ (13,613)	29.48%	56.59%	27.11%
Interfund Payments	\$ 34,090	\$ 14,506	\$ 3,141	\$ 5,590	\$ (2,449)	\$ 10,248	\$ 19,584	\$ (9,336)	44.56%	57.45%	12.89%
Subtotal Op. Expense	\$ 1,320,337	\$ 838,636	\$ 131,344	\$ 131,379	\$ (35)	\$ 430,058	\$ 481,701	\$ (51,643)	34.12%	36.48%	2.37%
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Expenditures	\$ 1,320,337	\$ 838,636	\$ 131,344	\$ 131,379	\$ (35)	\$ 430,058	\$ 481,701	\$ (51,643)	34.12%	36.48%	2.37%
Net Gain/(Loss)	\$ (1,172,337)		\$ (124,986)	\$ (121,702)	\$ 3,284	\$ (326,141)	\$ (399,106)	\$ (72,965)			

Riverfront Park - May 2025



	Adopted Budget 2025	2025 Remaining Budget Balance	2024 May Actual	2025 May Actual	2024-2025 Monthly Difference	2024 YTD Actual	2025 YTD Actual	2024-2025 YTD Difference	2024 YTD % Of Budget	2025 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 4,669,000	\$ 3,292,218	\$ 345,342	\$ 302,942	\$ (42,400)	\$ 960,823	\$ 1,376,782	\$ 415,959	23.00%	29.49%	6.49%
Total Revenue	\$ 4,669,000	\$ 3,292,218	\$ 345,342	\$ 302,942	\$ (42,400)	\$ 960,823	\$ 1,376,782	\$ 415,959	23.00%	29.49%	6.49%
Expenditures											
Salaries and Wages	\$ 1,782,678	\$ 1,208,277	\$ 170,926	\$ 178,275	\$ (7,349)	\$ 591,076	\$ 574,401	\$ 16,675	35.54%	32.22%	-3.32%
Temp/Seasonal	\$ 862,562	\$ 508,559	\$ 122,580	\$ 97,942	\$ 24,638	\$ 380,806	\$ 354,003	\$ 26,803	40.24%	41.04%	0.81%
Personnel Benefits	\$ 725,483	\$ 475,322	\$ 68,571	\$ 65,940	\$ 2,631	\$ 264,845	\$ 250,161	\$ 14,684	36.68%	34.48%	-2.19%
Supplies	\$ 552,000	\$ 452,501	\$ 60,843	\$ 27,129	\$ 33,714	\$ 177,817	\$ 99,499	\$ 78,318	29.13%	18.03%	-11.10%
Services and Charges	\$ 1,586,725	\$ 1,087,755	\$ 90,625	\$ 92,463	\$ (1,838)	\$ 409,560	\$ 498,970	\$ (89,410)	31.47%	31.45%	-0.03%
Interfund Payments	\$ 6,120	\$ 3,570		\$ 510	\$ (510)		\$ 2,550	\$ (2,550)		41.7%	41.67%
Subtotal Op. Expense	\$ 5,515,568	\$ 3,735,984	\$ 513,545	\$ 462,259	\$ 51,286	\$ 1,824,104	\$ 1,779,584	\$ 44,520	34.79%	32.26%	-2.52%
Transfers Out	\$ 280,073	\$ 280,073			\$ -			\$ -			
Total Expenditures	\$ 5,795,641	\$ 4,016,057	\$ 513,545	\$ 462,259	\$ 51,286	\$ 1,824,104	\$ 1,779,584	\$ 44,520	32.99%	30.71%	-2.29%
Net Gain/(Loss)	\$ (1,126,641)		\$ (168,203)	\$ (159,317)	\$ 8,886	\$ (863,281)	\$ (402,802)	\$ 460,479			

Recreation - May 2025



	Adopted Budget 2025	2025 Remaining Budget Balance	2024 May Actual	2025 May Actual	2024-2025 Monthly Difference	2024 YTD Actual	2025 YTD Actual	2024-2025 YTD Difference	2024 YTD % Of Budget	2025 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 1,874,431	\$ 1,254,548	\$ 186,930	\$ 209,322	\$ 22,392	\$ 573,347	\$ 619,883	\$ 46,536	33.90%	33.07%	-0.83%
Total Revenue	\$ 1,874,431	\$ 1,254,548	\$ 186,930	\$ 209,322	\$ 22,392	\$ 573,347	\$ 619,883	\$ 46,536	33.90%	33.07%	-0.83%
Expenditures											
Salaries and Wages	\$ 831,171	\$ 521,451	\$ 83,085	\$ 89,569	\$ (6,484)	\$ 295,881	\$ 309,720	\$ (13,839)	36.57%	37.26%	0.69%
Temp/Seasonal	\$ 1,209,095	\$ 959,487	\$ 113,170	\$ 113,062	\$ 108	\$ 222,476	\$ 249,608	\$ (27,132)	17.28%	20.64%	3.36%
Personnel Benefits	\$ 386,754	\$ 234,939	\$ 42,252	\$ 43,861	\$ (1,609)	\$ 144,935	\$ 151,815	\$ (6,880)	37.11%	39.25%	2.15%
Supplies	\$ 322,620	\$ 185,078	\$ 34,956	\$ 46,499	\$ (11,543)	\$ 128,555	\$ 137,542	\$ (8,987)	41.51%	42.63%	1.13%
Services and Charges	\$ 1,503,353	\$ 1,105,895	\$ 131,022	\$ 95,358	\$ 35,664	\$ 423,722	\$ 397,458	\$ 26,264	31.91%	26.44%	-5.47%
Interfund Payments	\$ 16,950	\$ 5,373	\$ 5,724		\$ 5,724	\$ 11,447	\$ 11,577	\$ (130)	67.5%	68.3%	0.76%
Subtotal Op. Expense	\$ 4,269,943	\$ 3,012,224	\$ 410,209	\$ 388,349	\$ 21,860	1,227,016	\$ 1,257,719	\$ (30,703)	29.63%	29.46%	-0.17%
Transfers Out	127,568	127,568	-	-	\$ -	-		\$ -			
Total Expenditures	\$ 4,397,511	\$ 3,139,792	\$ 410,209	\$ 388,349	\$ 21,860	1,227,016	\$ 1,257,719	\$ (30,703)	28.74%	28.60%	-0.14%
Net Gain/(Loss)	\$ (2,523,080)		\$ (223,279)	\$ (179,027)	\$ 44,252	\$ (653,669)	\$ (637,836)	\$ 15,833			

Facility Usage Fees Collected YTD:	\$7,913
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Park Operations - May 2025



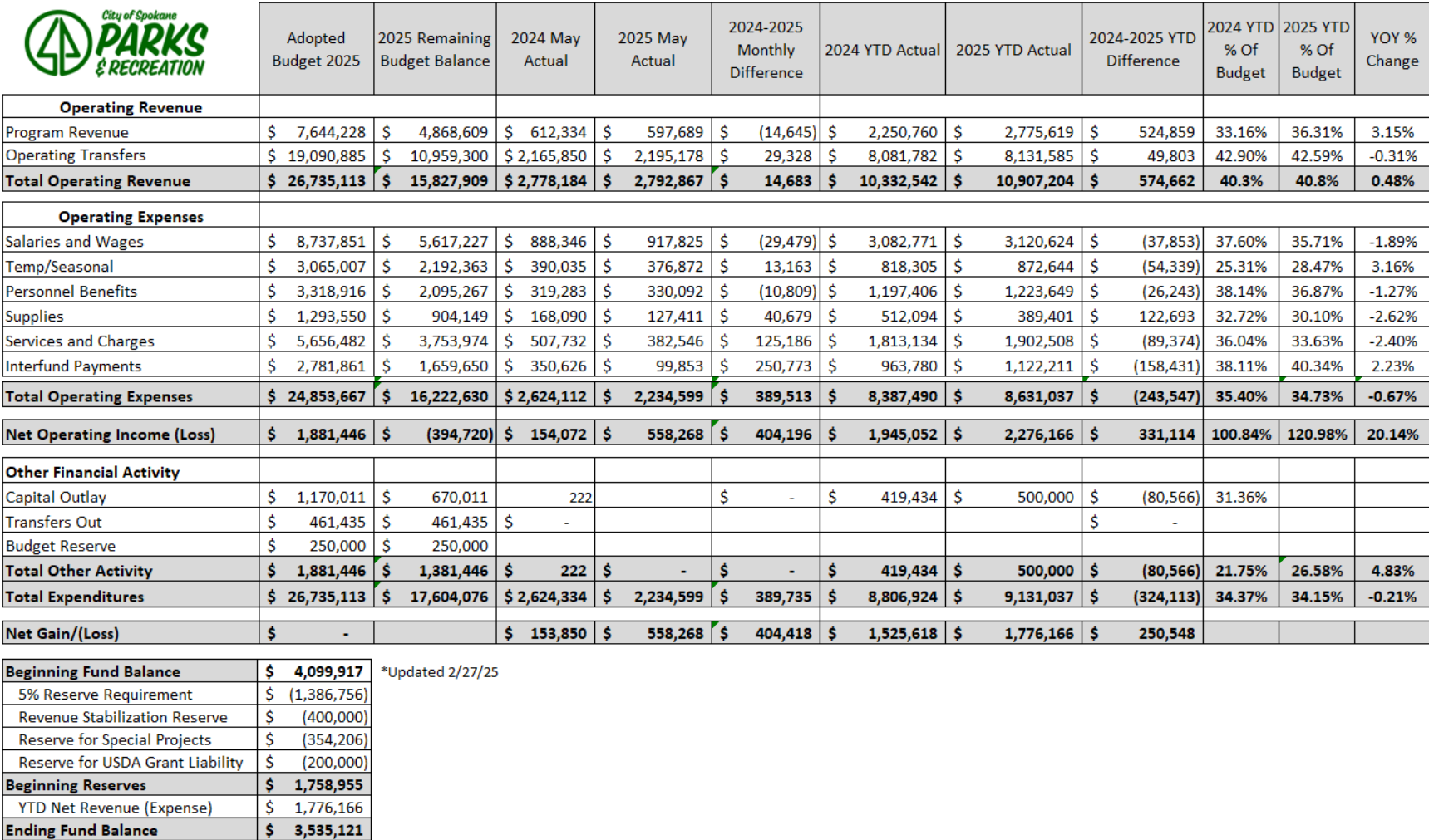
	Adopted Budget 2025	2025 Remaining Budget Balance	2024 May Actual	2025 May Actual	2024-2025 Monthly Difference	2024 YTD Actual	2025 YTD Actual	2024-2025 YTD Difference	2024 YTD % Of Budget	2025 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 220,430	\$ 173,701	\$ 25,952	\$ 31,626	\$ 5,674	\$ 87,226	\$ 46,729	\$ (40,497)	43.52%	21.20%	-22.32%
Total Revenue	\$ 220,430	\$ 173,701	\$ 25,952	\$ 31,626	\$ 5,674	\$ 87,226	\$ 46,729	\$ (40,497)	43.52%	21.20%	-22.32%
Expenditures											
Salaries and Wages	\$ 2,521,488	\$ 1,616,969	\$ 244,136	\$ 261,681	\$ (17,545)	\$ 899,803	\$ 904,519	\$ (4,716)	39.61%	35.87%	-3.74%
Temp/Seasonal	\$ 810,210	\$ 607,130	\$ 127,321	\$ 138,995	\$ (11,674)	\$ 173,483	\$ 203,080	\$ (29,597)	18.45%	25.07%	6.61%
Personnel Benefits	\$ 974,410	\$ 602,574	\$ 94,547	\$ 105,667	\$ (11,120)	\$ 348,781	\$ 371,836	\$ (23,055)	37.09%	38.16%	1.07%
Supplies	\$ 165,830	\$ 81,886	\$ 25,171	\$ 21,781	\$ 3,391	\$ 109,316	\$ 83,944	\$ 25,372	57.29%	50.62%	-6.67%
Services and Charges	\$ 1,257,734	\$ 898,125	\$ 100,816	\$ 85,535	\$ 15,281	\$ 381,480	\$ 359,609	\$ 21,871	32.47%	28.59%	-3.88%
Interfund Payments	\$ -	\$ -			\$ -			\$ -			
Subtotal Op. Expense	\$ 5,729,672	\$ 3,806,684	\$ 591,991	\$ 613,659	\$ (21,668)	\$ 1,912,863	\$ 1,922,988	\$ (10,125)	34.67%	33.56%	-1.11%
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -			
Total Expenditures	\$ 5,729,672	\$ 3,806,684	\$ 591,991	\$ 613,659	\$ (21,668)	\$ 1,912,863	\$ 1,922,988	\$ (10,125)	34.67%	33.56%	-1.11%
Net Gain/(Loss)	\$ (5,509,242)		\$ (566,039)	\$ (582,032)	\$ (15,993)	\$ (1,825,637)	\$ (1,876,259)	\$ (50,622)			

Administration - May 2025



	Adopted Budget 2025	2025 Remaining Budget Balance	2024 May Actual	2025 May Actual	2024-2025 Monthly Difference	2024 YTD Actual	2025 YTD Actual	2024-2025 YTD Difference	2024 YTD % Of Budget	2025 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 775,367	\$ 150,140	\$ 14,395	\$ 17,077	\$ 2,682	\$ 616,861	\$ 625,227	\$ 8,366	99.88%	80.64%	-19.24%
Operating Transfers	\$ 19,090,885	\$ 11,030,989	\$ 2,165,850	\$ 2,195,178	\$ 29,328	\$ 7,941,451	\$ 8,059,896	\$ 118,445	42.31%	42.22%	-0.09%
Total Revenue	\$ 19,866,252	\$ 11,181,129	\$ 2,180,245	\$ 2,212,255	\$ 32,010	\$ 8,558,312	\$ 8,685,123	\$ 126,811	44.14%	43.72%	-0.42%
Expenditures											
Salaries and Wages	\$ 2,873,190	\$ 1,785,706	\$ 321,905	\$ 316,799	\$ 5,106	\$ 1,058,102	\$ 1,087,484	\$ (29,382)	39.56%	37.85%	-1.71%
Temp/Seasonal	\$ 94,558	\$ 60,565	\$ 18,662	\$ 10,781	\$ 7,881	\$ 31,240	\$ 33,993	\$ (2,753)	44.24%	35.95%	-8.29%
Personnel Benefits	\$ 939,329	\$ 580,778	\$ 90,014	\$ 90,831	\$ (817)	\$ 347,580	\$ 358,551	\$ (10,971)	41.38%	38.17%	-3.21%
Supplies	\$ 217,500	\$ 180,954	\$ 41,588	\$ 18,191	\$ 23,397	\$ 80,903	\$ 36,546	\$ 44,357	19.34%	16.80%	-2.53%
Services and Charges	\$ 1,178,870	\$ 672,847	\$ 152,599	\$ 103,011	\$ 49,588	\$ 500,587	\$ 506,023	\$ (5,436)	50.33%	42.92%	-7.40%
Interfund Services	\$ 2,724,981	\$ 1,636,481	\$ 341,761	\$ 93,752	\$ 248,009	\$ 942,084	\$ 1,088,500	\$ (146,416)	37.85%	39.95%	2.10%
Subtotal Op. Expense	\$ 8,028,428	\$ 4,917,331	\$ 966,529	\$ 633,366	\$ 333,163	\$ 2,960,496	\$ 3,111,097	\$ (150,601)	39.54%	38.75%	-0.79%
Transfers Out/Capital Outlay	\$ 1,473,805	\$ 973,805	\$ 222		\$ 222	\$ 419,434	\$ 500,000	\$ (80,566)	26.12%	33.93%	7.81%
Total Expenditures	\$ 9,502,233	\$ 5,891,136	\$ 966,751	\$ 633,366	\$ 333,385	\$ 3,379,930	\$ 3,611,097	\$ (231,167)	37.17%	38.00%	0.83%
Net Gain/(Loss)	\$ 10,364,019		\$ 1,213,494	\$ 1,578,890	\$ 365,396	\$ 5,178,382	\$ 5,074,025	\$ (104,357)			

Parks Fund - May 2025



*Updated 2/27/25

Golf Fund - May 2025



	Adopted Budget 2025	2025 Remaining Budget Balance	2024 May Actual	2025 May Actual	2024-2025 Monthly Difference	2024 YTD Actual	2025 YTD Actual	2024-2025 YTD Difference	2024 YTD % Of Budget	2025 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 5,930,281	\$ 3,475,622	\$ 991,805	\$ 1,004,679	\$ 12,874	\$ 2,265,299	\$ 2,454,659	\$ 189,360			
Pre-Sale Revenue					\$ -	216,362	125,204	\$ (91,158)			
Facility Improvement Fee	\$ -		\$ (131,972)	\$ (136,359)	\$ (4,387)	\$ (303,495)	\$ (308,280)	\$ (4,785)			
Other Transfers-In	\$ -	\$ -			\$ -						
Total Revenue	\$ 5,930,281	\$ (3,658,698)	\$ 859,833	\$ 868,320	\$ 8,487	\$ 2,178,166	\$ 2,271,583	\$ 93,417	40.53%	38.30%	-2.23%
Expenditures											
Salaries and Wages	\$ 1,263,109	\$ 679,282	\$ 133,294	\$ 134,072	\$ (778)	\$ 509,824	\$ 448,542	\$ 61,281	45.20%	35.51%	-9.69%
Temp/Seasonal	\$ 722,232	\$ 485,648	\$ 109,283	\$ 111,554	\$ (2,271)	\$ 109,283	\$ 166,114	\$ (56,831)	16.77%	23.00%	6.23%
Personnel Benefits	\$ 503,997	\$ 270,098	\$ 60,957	\$ 58,331	\$ 2,626	\$ 203,756	\$ 197,025	\$ 6,731	43.62%	39.09%	-4.53%
Supplies	\$ 561,900	\$ 390,884	\$ 50,376	\$ 49,343	\$ 1,032	\$ 124,511	\$ 141,016	\$ (16,505)	23.41%	25.10%	1.69%
Services and Charges	\$ 1,471,356	\$ 1,077,420	\$ 76,209	\$ 189,727	\$ (113,518)	\$ 260,711	\$ 358,336	\$ (97,625)	18.16%	24.35%	6.20%
Interfund Payments	\$ 356,409	\$ 82,121	\$ 26,052	\$ 7,728	\$ 18,324	\$ 88,767	\$ 154,887	\$ (66,120)	37.45%	43.46%	6.00%
Subtotal Op. Expense	\$ 4,879,003	\$ 3,413,082	\$ 456,171	\$ 550,755	\$ (94,584)	\$ 1,296,852	\$ 1,465,921	\$ (169,069)	29.13%	30.05%	0.91%
Capital Outlay	\$ 1,000,000	\$ 617,944	\$ 75,774	\$ 225,455	\$ (149,680)	\$ 158,449	\$ 382,056	\$ (223,606)	22.17%	38.21%	16.03%
Transfers Out		\$ -									
Total Expenditures	\$ 5,879,003	\$ 4,031,027	\$ 531,945	\$ 776,210	\$ (244,264)	\$ 1,455,302	\$ 1,847,976	\$ 392,675	28.17%	31.43%	3.26%
Net Gain/(Loss)	\$ 51,278		\$ 327,888	\$ 92,111	\$ (235,777)	\$ 722,864	\$ 423,607	\$ (299,258)			
* Beginning Fund Balance	\$ 80,905	Updated 3/4/25									
Less 7% Reserve	\$ (454,810)										
Less Current Lease Payments	\$ (164,729)										
Beginning Year Reserves	\$ (538,634)										
YTD Change in Cash	\$ 423,607										
YTD Available Cash	\$ (115,028)										

* 2025 Beginning Fund Balance does not include the FIF reserve of \$2,471,131

Facility Improvement Fee - May 2025




	2024 May Actual	2025 May Actual	2024-2025 Monthly Difference	2024 YTD Actual	2025 YTD Actual	2024-2025 Monthly Difference
Revenue	\$ 131,972	\$ 136,359	\$ 4,387	\$ 303,495	\$ 308,280	\$ 4,786
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Facility Improvement Fee - Fund Balance	
Beginning Fund Balance	\$ 2,471,131
YTD Revenues	\$ 308,280
YTD Loan Payments	\$ -
Ending Fund Balance	\$ 2,779,411


GOLF SIP Loan Amortization				
Period Ending	Principal	Interest	Total Payment	Principal Balance
6/1/2024	\$ 277,845	\$ 31,571	\$ 309,417	\$ 6,071,552
12/1/2024	\$ 278,369	\$ 30,239	\$ 308,608	\$ 5,793,183
6/1/2025	\$ 280,645	\$ 28,903	\$ 309,548	\$ 5,512,538
12/1/2025	\$ 281,175	\$ 27,557	\$ 308,732	\$ 5,231,363

Capital Reserves and CIP - Fund 1950

January 1, 2025 - May 31, 2025

		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
Undesignated	General Operating	\$ 48,502	\$ 29,457	\$ -	\$ 77,959		\$ 77,959
Designated	Capital and Other Designated Reserves	\$ 755,585	\$ 25,287	\$ 22,043	\$ 758,828	\$ 7,735	\$ 751,093
	CIP Projects	\$ 2,853,118	\$ 1,696,944	\$ 237,880	\$ 4,312,183	\$ 2,552,516	\$ 1,759,667
Restricted	Reserved for Property Donations	\$ 20,122			\$ 20,122		\$ 20,122
	Riverfront Conservation Futures Loan	\$ 170,129	\$ -	\$ -	\$ 170,129		\$ 170,129
	Cowley Park	\$ 160,979	\$ 3,939		\$ 164,918		\$ 164,918
Total		\$ 4,008,436	\$ 1,755,626	\$ 259,923	\$ 5,504,140	\$ 2,560,251	\$ 2,943,889

Capital and Other Reserves

		January 1, 2025 - May 31, 2025					
		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
Specialized Fleet		\$ 393,278	\$ -	\$ -	\$ 393,278		\$ 393,278
Capital Equipment Maintenance		\$ 213,847	\$ 14,377	\$ -	\$ 228,223	\$ 7,735	\$ 220,488
Undefined Parks Capital Reserve		\$ 50,000	\$ -	\$ -	\$ 50,000		\$ 50,000
Sky Prairie/5-Mile		\$ 40,666	\$ -	\$ -	\$ 40,666		\$ 40,666
Recreation Capital Reserve		\$ 4,845	\$ -	\$ -	\$ 4,845		\$ 4,845
Park-wide Fuels Reduction		\$ -	\$ 10,910	\$ 10,910	\$ -		\$ -
"Coca-Cola" Reserve							
	Riverfront Park	\$ 37,240	\$ -	\$ -	\$ 37,240		\$ 37,240
	Golf	\$ 7,355	\$ -	\$ 5,445	\$ 1,911		\$ 1,911
	Aquatics	\$ 8,354	\$ -	\$ 5,689	\$ 2,665		\$ 2,665
Total		\$ 755,585	\$ 25,287	\$ 22,043	\$ 758,828	\$ 7,735	\$ 751,093



Active CIP Projects - Fund 1950

PROJECT	2025 BEGINNING BUDGET	CURRENT YEAR CONTRIBUTIONS	CURRENT BUDGET	EXPENDED	ENCUMBERED	TOTAL EXPENDED AND COMMITTED TO DATE	BUDGET REMAINING
Audubon Park	\$ 5,000		\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000.00
Audubon Park Rock Scramble, Roskelley Foundation	\$ 2,035		\$ 2,035	\$ -	\$ 11,853	\$ 11,853	\$ (9,818.05)
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	\$ -	\$ 1,960	\$ 1,960	\$ 11,152.14
Make Beacon Hill Public, Phase 2, County	\$ 473,218	\$ 712,645	\$ 1,185,864	\$ 57,269	\$ 2,328,381	\$ 2,385,650	\$ (1,199,786.05)
Public Works funded Water Conservation projects	\$ 985,367	\$ 250,000	\$ 1,235,367	\$ -	\$ -	\$ -	\$ 1,235,366.66
Don Kardong Bridge	\$ 149,886		\$ 149,886	\$ 14,500	\$ 5,000	\$ 19,500	\$ 130,385.50
City-Wide Dog Park	\$ 11,191	\$ 1,960	\$ 13,151	\$ 8,536	\$ 2,655	\$ 11,191	\$ 1,960.00
Corbin Park Sport Court	\$ 13,212	\$ (287)	\$ 12,925	\$ 12,925	\$ -	\$ 12,925	\$ 0.00
CDA Park Irrigation	\$ 2,373		\$ 2,373	\$ 1,915	\$ -	\$ 1,915	\$ 458.37
CDA Park Playground	\$ 1,746		\$ 1,746	\$ -	\$ -	\$ -	\$ 1,746.00
Underhill Park Sport Court Renovation	\$ 38,774	\$ 612	\$ 39,385	\$ -	\$ 46,520	\$ 46,520	\$ (7,135.00)
RFP Post St Parking Lot Renovation	\$ (3,565)	\$ 300,000	\$ 296,435	\$ 2,247	\$ -	\$ 2,247	\$ 294,187.76
Meadowglen Park Development	\$ 59,018	\$ 161,319	\$ 220,337	\$ 90,619	\$ 130,296	\$ 220,915	\$ (577.50)
Manito Bridge Railing	\$ 11,570		\$ 11,570	\$ -	\$ 11,570	\$ 11,570	\$ -
Dwight Merkel Field Study	\$ 2,475		\$ 2,475	\$ -	\$ 2,475	\$ 2,475	\$ -
Pool Deck Repairs	\$ -	\$ 55,000	\$ 55,000	\$ 49,869	\$ 5,032	\$ 54,901	\$ 99.24
6-year CIP Capital Projects	\$ 949,823	\$ 316,502	\$ 1,266,325	\$ -	\$ -	\$ -	\$ 1,266,325.14
Net Deficit from PY projects	\$ 6,775		\$ 6,775	\$ -	\$ 6,775	\$ 6,775	\$ -
Total	\$ 2,853,118	\$ 1,696,944	\$ 4,550,062	\$ 237,880	\$ 2,552,516	\$ 2,790,396	\$ 1,759,666.80