



## **Special Meeting of the Spokane Park Board Finance Committee Minutes**

Tuesday, January 10, 2016, 3:00 p.m. – 5:00 p.m.

### **City Hall Conference Room 2B**

808 W. Spokane Falls Blvd., Spokane, Washington

Mark Buening - Finance Director

#### **Committee Members:**

X Traver, Susan – Chairperson  
X Kelley, Ross  
X Pendergraft, Lauren (telephonically)  
X Sumner, Nick (telephonically)  
X Gilman, Greta (telephonically)  
Fagan, Mike – Council Liaison

#### **Parks Staff:**

Leroy Eadie  
Garrett Jones  
Mark Buening  
Megan Qureshi  
Al Vorderbrueggen  
Jon Moog  
Jason Conley  
Fianna Dickson  
Angel Spell

#### **Guest(s):**

Steve Salvatore

### **Summary**

- The motion to approve the language amendment to the 2016 Desautel Hege contract as explained by Fianna Dickson was passed unanimously.
- The motion to approve the extension of the Desautel Hege 2016 amended contract for 2017 in the amount of \$185,000 as explained by Fianna Dickson was passed unanimously.
- The motion to approve the 2017 Senior and Community Center contracts for a total amount of \$647,773 was passed unanimously.
- Discussion on the annual reporting requirements regarding the Memorandum of Understanding between Parks and Recreation and the Utilities Divisions was led by Leroy Eadie and it was agreed that a policy be brought forward as an action item next month that would document, referring to the agreement, that \$100,000 (+/-) goes to Urban Forestry and that \$300,000 (+/-) would go specifically to the Capital Outlay budget as part of the Park Fund but not into the general Park Fund as well as an annual letter from the Parks Director with a report from Urban Forestry on how the money was spent.
- Mr. Buening went over the December preliminary financials. It was requested that Golf's presales show as an additional revenue line item and be brought forward as an action item next month.
- Al Vorderbrueggen was congratulated on the City accepting him as the new Park Operations Director.
- Mr. Conley gave an Information Technology Project Plan update.
- The City of Spokane Park Board Member e-mail accounts automatically expire every 3 months and it was strongly suggested that Board Members update their City's passwords before they expire using the guide attached.

The next regularly scheduled meeting is February 7, 2017, at 3:00 p.m. in **City Hall Conference Room 2B**

## MINUTES

The meeting was called to order at 3:00 p.m. by Chairperson, Susan Traver. Introductions were made.

### **Action Items:**

Language amendment to the 2016 Desautel Hege (DH) contract. Fianna Dickson explained that the request to amend the language came from the Bond auditors. When they reviewed the original contract of 2016, they found some wording that was troublesome and doesn't align with appropriate charges to the Bond. One is the current title of *Public Relations, Advertising and Branding the Riverfront Park Bond Rehabilitation Project* which isn't truly representative of the work that is being done; purposing instead, Communications and Outreach for City of Spokane Parks and Recreation. Additional amendments clarify the scope of work that DH is doing as it aligns with acceptable charges for the Bond and that those expenditures are compliant. The question was asked if our Legal department had reviewed the changes of which Ms. Dickson said no but was willing to.

**MOTION 1:** Susan Traver motioned to approve the language amendment to the 2016 DH contract as explained by Fianna Dickson.

Seconded by Lauren Pendergraft

Motion passes unanimously

Extension of the Desautel Hege 2016 amended contract for 2017 in the amount of \$185,000. The current contract reads that the contract may be extended for four (4) additional one-year contract terms subject to mutual agreement for the total of the contract not to exceed five (5) years. The only change would be an updated scope of services that reflect our 2017 goals. The total requested contract amount is \$185,000; \$150,000 from the Parks and Recreation Marketing, \$30,000 from Golf Marketing and \$5,000 from Riverfront Park Bond Outreach. Ms. Traver verified that this amount is already budgeted. Greta Gilman commented that the 2017 amended contract needed to reflect the corrected version. Ms. Dickson will make that change and resend.

**MOTION 2:** Susan Traver motioned to approve the extension of the DH 2016 amended contract for 2017 in the amount of \$185,000 as discussed by Fianna Dickson.

Seconded by Ross Kelley

Motion passes unanimously

Approve 2017 Senior and Community Center Contracts for a total amount of \$647,773. Al Vorderbrueggen explained that the amounts are exactly the same for the 4<sup>th</sup> consecutive year. The 2017 budget for the ten centers are essentially the same across the board and we are asking for \$647,773 to be approved by the Finance Committee and forwarded on the Park Board. The Recreation Committee wanted to make sure that a few conditions were put into the centers reporting; what they do as far as recreation programs on our behalf of the funding they received from the City. The biggest issue is that the Recreation Committee wants a copy of their IRS form 990 which basically talks about income, grants, and donations; a summary of their position. The big focus is on participation reporting; people and hours, unique staffing, different people served, volunteer hours, etc. throughout the year. It was also asked for the estimated cost of the Center for providing these activities. The information we're requesting of the Centers isn't new but we want it well organized and in a timely manner. They will have three (3) quarterly reports, in addition to the monthly attendance, throughout the year as well as an annual report. The attached contract is representative of all the Senior and Community Center Contracts.

**MOTION 3:** Lauren Pendergraft motioned to approve the 2017 Senior and Community Center contracts for a total amount of \$647,773

Seconded by Ross Kelly

Motion passes unanimously

**Discussion Items:**

1. Discussion on the annual reporting requirements regarding the Memorandum of Understanding between Parks and Recreation and the Utilities Divisions was led by Leroy Eadie. In March of 2015, Park Board approved an agreement with Spokane Utilities for us to receive an annual payment of \$400,000 to be adjusted by CPI on an annual basis for twenty (20) years to allow the Utility Department to use certain Park properties for storm water facilities. As part of that approval of that agreement, we discussed an annual letter that would account for how the \$400,000 would be used. There is no formal language that says that we are to report back in any way, concluding it was a discussion only. The only thing the agreement and the resolution adopting the agreement talks about is that \$100,000 goes to Urban Forestry specifically for projects on storm water facilities in City parks. Angel Spell has done a great job of tracking that over this last year. The other \$300,000 went directly into our Park Fund and has primarily benefited our Capital Outlay budget. Again, there is no requirement in the agreement on how we use the dollars other than the portion designated to Urban Forestry. Mr. Eadie stated that he would be more than willing to put together a letter that comes from the Director to the Park Board that gets documented in the Park Board records on an annual basis. Mr. Kelley questioned how the dollars were divided and Mr. Eadie explained it was an amount that made sense and we could certainly revisit it. Ms. Pendergraft commented that a memo from Mr. Eadie, along with an annual report from Ms. Spell would be acceptable for her. Mr. Eadie did offer to draft a policy that would document, referring to the agreement, that \$100,000 goes to Urban Forestry and that \$300,000 would go specifically to the Capital Outlay budget as part of the Park Fund but not into the general Park Fund. Mr. Kelley agreed that we need to memorialize that we're not guaranteeing \$100,000 to Urban Forestry, that it may be more or less and not a set amount and that the remaining amount be put into Capital Outlay. Ms. Traver disagreed stating she would prefer the policy read that \$100,000 goes to Urban Forestry and \$300,000 is unencumbered going to Capital Improvement funds. Ms. Traver asked the other Committee Members who had called in if they were in favor of having a policy brought forward as an action item for next month. They were in agreement. Angel Spell will give a presentation at Park Board on where and how the \$100,000 for Urban Forestry was spent.

**Standing Report Items:**

1. December 2016 Financial Report – Susan Traver explained to the recently new Committee Members that we're really not able to see how the year ends up until maybe the end of February and maybe March because the books will have been closed out by then. Mark Buening thanked Ms. Traver on her emphasis that these financials were preliminary. Mr. Buening's financial reports are reflecting the trend over the last two years. Starting with Urban Forestry the total revenue is reflecting a positive trend over the last two years and while there was a negative trend in benefits, all other operating accounts were showing a positive trend with an overall positive trend with the last two year budgeted actuals. Recreation is reflecting a slight negative aspect as did salary and benefits which was offset somewhat by positive trends in the other operating areas. Total overall shows a positive trend. Riverfront Park, as anticipated, shows a downward revenue trend however that is offset by positive trends in all the other operating areas and actually shows an end of year positive aspect of revenue over expenditures of about \$38,000. Jonathan Moog spoke on behalf of what is happening in the park and that it's slowing down. Park Operations revenue is showing a very slight downward trend which is offset by positive aspects in other operating areas, ending with a positive aspect. Administration's revenue is reflecting a negative trend primarily because of the budgeted amount for inter-fund transfers of salaries and benefits to the bond funds is lower than expected however is offset by positive aspects in all the other expenditure areas and ending the

year in a positive trend. Ms. Traver asked when we might have some kind of reconciliation of what we thought we would get from the Bond and what we are not going to get. Mr. Buening replied that maybe as early as next month. Overall Park Fund has a negative trend related to Riverfront Park with all the other operating accounts are showing a positive trend. Ending the year with about \$400,000 over our 7% reserve requirement. Golf Fund's revenue ending in a downward trend but showing a positive at the end of the year with about \$89,000 over the 7% reserve. Ross Kelley also explained that there will be another line under revenue showing the presales. Ms. Traver requested that this be an action item to make sure this line item shows up and is being tracked. Mr. Buening briefed the Committee that the 1950 Cumulative Reserve Fund is looking healthy, highlighting \$100,000 grant received from the USTA as well as \$5,000 from True Green Foundation. Ms. Traver asked when she could expect a timeline for fleet replacement with Mr. Vorderbrueggen suggesting March. The 2016 Capital Project and Replacement Plan was quickly briefed as a report was already given last month. Mr. Buening ended his financial reporting with the Bond financials, stating the available remaining budget is \$51,886,790 which does not include the \$6,793,400 construction contract approved by the Park Board for the Recreational Rink/Skyride Facility. Mr. Eadie advised the committee that the remaining budget will start to dramatically change when we move into 2017.

2. Information Technology Project Plan Update. Jason Conley touched on the highlights of the Golf Club Prophet Software which will be upgraded beginning next week. Software vendor PMWeb, a capital program software solution, has been selected by the City with a kickoff meeting is set either the 31<sup>st</sup> of January or early February. Mr. Conley went over the members whose passwords have expired and explained that directions were attached to update their passwords. Mr. Conley went on to explain that Urban Forestry was able to train the Accela permit software and that permits are now available for use. Unfortunately there's not much of an update with Class Software replacement as we're still waiting on the IT Department but that the Chief Innovation and Technology Officer has verbally committed to the Parks Director that this is a top priority. Additional conversation took place around the disappointment and possible cost of the Class Software replacement.

**Contract Items from Other Committees:** These items were not discussed.

1. Recommend acceptance of low bid for the Shadle Park Stage and Lighting Project (\$83,100.00, plus tax)
2. Value blanket award recommendation for Riverfront Park food service/Sysco (\$100,000)
3. Rotary Fountain - mechanical, plumbing and electrical addendum/Berger Partnership (\$75,000-non bond)
4. West Havermale Island 30% design addendum/Berger Partnership (\$80,000)
5. Pavilion project manager and construction manager; Loeff Carrousel facility construction manager amendment/Hill International (\$413,500)

Meeting adjourned at 4:05 p.m.

The next regularly scheduled meeting is February 7, 2017, at 3:00 p.m. in **City Hall Conference Room 2B**.

# **Desautel Hege (DH) Communications Contracts**

**2016 Amendment  
2017 Extension**

Fianna Dickson, Communications Manager



# 2016 Amendment

RFQ – Desautel Hege selected as communications firm for 2016

Title of contract and scope of work wording need clarification, at recommendation of RFP bond auditors.

Current title: Public Relations, Advertising and Branding the Riverfront Park Bond Rehabilitation Project

- The true scope of services cover all Parks and Recreation
- Proposed title: Communications and Outreach for City of Spokane Parks and Recreation

Scope of work: Bond-related expenditures can't (and don't) include advertising and branding, only communications and outreach.

- Wording changes to scope of work clarify our bond-related work is compliant with allowable charges. Any charges outside the scope are charged to Parks and Recreation, not the bond.
- Bond auditor approved red-line changes.

**CONTRACT AMENDMENT**

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and [DESAUTEL HEGE COMMUNICATIONS (DH)], whose address is [315 W. RIVERSIDE AVENUE, SUITE 200, SPOKANE WASHINGTON 99201], as "[CONSULTANT]".

WHEREAS, the parties entered into a Contract wherein the [Consultant] agreed to [THE SCOPE OF WORK IN EXHIBIT A]; and

WHEREAS, [THERE IS A NEED FOR A REVISED CONTRACT TITLE THAT DEMONSTRATES THE LARGE SCOPE OF WORK THE CONSULTANT IS DOING FOR THE PARKS AND RECREATION DEPARTMENT THAT DOES NOT PERTAIN TO THE BOND; AND THERE IS A NEED TO CLARIFY THE SCOPE OF WORK THE CONSULTANT IS DOING FOR THE RIVERFRONT PARK BOND, GIVEN A NOW-SOLIDIFIED KNOWLEDGE OF THE BOND REDEVELOPMENT PROJECT.]; -- Now, Therefore,

The parties agree as follows:

1. **DOCUMENTS.** The Contract dated [JANUARY 18, 2016 - JANUARY 17, 2017], any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment shall become effective [JANUARY 18, 2016].
3. **AMENDMENT.** Section [TITLE, SCOPE OF WORK OVERVIEW, 1.RESEARCH, 2.PLANNING, 3.IMPLIMENTATION ] of the contract documents is amended to read as follows:

~~[TITLE: PUBLIC RELATIONS, ADVERTISING AND BRANDING THE RIVERFRONT PARK BOND REHABILITATION PROJECT]~~ [TITLE: COMMUNICATIONS AND OUTREACH FOR CITY OF SPOKANE PARKS AND RECREATION]

~~[EDIT: WHEREAS, THE CITY IS DESIROUS OF SELECTING A CONSULTANT TO PERFORM THE NECESSARY COMMUNICATIONS AND OUTREACH FOR THE CITY OF SPOKANE PARKS AND RECREATION]~~

~~[EDIT: REMOVE KATIE FREEMAN, REPLACE WITH FIANNA DICKSON]~~

~~[EDIT: SCOPE OF WORK TITLE: COMMUNICATION AND OUTREACH SERVICES]~~

~~[EDIT: SCOPE OF WORK OVERVIEW: \*RIVERFRONT PARK REDEVELOPMENT: ASSIST IN THE DEVELOPMENT OF COMPREHENSIVE COMMUNICATION AND PUBLIC OUTREACH TO SUPPORT RIVERFRONT PARK REDEVELOPMENT.]~~

[EDIT: SCOPE OF WORK OVERVIEW; \*ASSIST IN THE DEVELOPMENT OF COMPREHENSIVE COMMUNICATION CAMPAIGNS TO SUPPORT THE CITY OF SPOKANE'S PARKS AND RECREATION DIVISION FEATURED PROGRAMS AND EVENTS.]

[EDIT: SCOPE OF WORK OVERVIEW: COMMUNICATION AND OUTREACH SERVICES BEGINNING JANUARY...]

[REMOVE: SCOPE OF WORK, 1.RESEARCH B.II]

[REMOVE: SCOPE OF WORK, 1.RESEARCH C.]

[EDIT: SCOPE OF WORK, 2. PLANNING A. DEVELOP A COMMUNICATION PLAN INCLUDING]

[EDIT: SCOPE OF WORK, 2. PLANNING A. V. DELIVERABLE: COMPREHENSIVE COMMUNICATION PLAN]

[REMOVE: SCOPE OF WORK, 2.PLANNING C.III]

[EDIT: SCOPE OF WORK, 3. IMPLIMENTATION, A. MIX OF COMMUNICATION TACTICS WILL BE IDENTIFIED IN COMMUNICATION PLAN]

[EDIT: SCOPE OF WORK, 3.IMPLIMENTATION C.I: DEVELOPMENT OF STRATEGIC COMMUNICATION AND OUTREACH AND CAMPAIGN(S)]

[REMOVE: SCOPE OF WORK, 3.IMPLIMENTATION C.II]

[EDIT: SCOPE OF WORK, 3.IMPLIMENTATION C.III: SHOOTING AND EDITING VIDEOS]

[EDIT: SCOPE OF WORK, 3.IMPLIMENTATION C.IV: DEVELOPMENT OF GRAPHICS AND OTHER CREATIVE ELEMENTS]

[EDIT: SCOPE OF WORK, 4. MEASUREMENT, 1.A. MEASURES WILL BE IDENTIFIED IN COMMUNICATION PLAN AND MAY INCLUDE:]

4. **COMPENSATION.** The City shall pay [NO DOLLARS AND] [NO]/100 DOLLARS, (\$[0.00]) for everything furnished and done under this Contract Amendment.

[DESAUTEL HEGE COMMUNICATIONS (DH)]	CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT:
By: _____ <div style="text-align: center;"><i>(signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Director)</i></div>
Print Name: _____	Date: _____
Title: _____	
Date: _____	
Email: _____	

ATTEST:	APPROVED AS TO FORM:
_____ City Clerk	_____ Assistant City Attorney
DATE: _____	

Attachments that are part of this Contract Amendment:

Current certificate of liability insurance  
Current legal entity registration  
Current business license

City of Spokane

**CONSULTANT AGREEMENT**

Title: ~~PUBLIC RELATIONS, ADVERTISING AND BRANDING THE RIVERFRONT PARK BOND REHABILITATION PROJECT~~ COMMUNICATIONS AND OUTREACH FOR CITY OF SPOKANE  
PARKS AND RECREATION

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and **DESAUTEL HEGE COMMUNICATIONS (DH)**, whose address is 315 West Riverside Avenue, Suite 200, Spokane, Washington 99201 as ("Consultant").

*WHEREAS, The City is desirous of selecting a Consultant to perform the necessary public relations, advertising, and branding of the City's Riverfront Park Bond rehabilitation Project; and communications and outreach of the City's Parks and Recreation department, and;*

*WHEREAS, The Consultant was selected from a formal City procurement solicitation via a Request For Qualifications (RFQ # 4192-15); and*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 18, 2016 and ends on January 17, 2017, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Exhibit A – Consultant's Scope of Work, which is attached to and made a part of this Agreement.

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

**4. PAYMENT.**

Total **ANNUAL** compensation for Consultant's services under this Agreement shall not exceed **THREE HUNDRED AND FIFTEEN THOUSAND AND NO/100 DOLLARS (\$315,000.00)**, unless modified by a written amendment to this Agreement. This Agreement has the possibility of four (4) additional one (1) year extensions, upon mutual agreement of the parties.

The Consultant is entitled to monthly Progress Payments of **SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00)**, each month during the duration of the Agreement.

## 5. REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required

## 6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
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CITY OF SPOKANE

PARKS AND RECREATION DEPARTMENT

5<sup>th</sup> Floor – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

**Invoices under this Contract shall clearly display the following information** (sub-consultants' invoices shall also include this information):

- Invoice Date and Invoice Number
- **PARKS AND RECREATION DEPARTMENT**
- Project Coordinator: ~~Katie Freeman~~ **Fianna Dickson**  
(Please do not put name in the address portion of the invoice)
- Department Contract No. OPR # \_\_\_\_\_
- Contract Title: ~~PUBLIC RELATIONS, ADVERTISING AND BRANDING THE RIVERFRONT PARK BOND REHABILITATION PROJECT~~  
COMMUNICATIONS AND OUTREACH FOR CITY OF SPOKANE PARKS AND RECREATION
- Period covered by the invoice
- Project Title
- Employee's name and classification
- Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided *[if needed]* (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

**7. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**8. CITY OF SPOKANE BUSINESS LICENSE.**

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

## 9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Parks and Recreation Department - City of Spokane 5 <sup>th</sup> Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Firm Contact Name: _____ DESAUTEL HEGE COMMUNICATIONS (DH) 315 West Riverside Avenue, Suite 200 Spokane, Washington 99201

## 10. SOCIAL EQUITY REQUIREMENTS.

- A. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## 11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

## 12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

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

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify 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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

### **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

### **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

#### **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant

grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## 21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

**Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary):** You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

**Contract Work Products:** If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

**City's Response to a Public Records Act Requests:** The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

## **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

#### **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**CONSULTANT**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

**Attachments:** Exhibit A – Consultant's Scope of Work

16-402

## EXHIBIT A: CITY OF SPOKANE

### PARKS & RECREATION DIVISION & RIVERFRONT PARK REDEVELOPMENT

~~Marketing, Advertising, and Brand Development~~Communication and Outreach Services – Desautel Hege  
January 7, 2016

#### SCOPE OF WORK OVERVIEW

The scope of this contract includes assistance in development and implementation of strategic marketing campaigns, video production, public engagement, and advertising designed to leverage and promote the multiple assets of the Parks & Recreation Division. The Consultant shall work with City staff to manage overall communication and marketing strategies. The Consultant shall provide formal reports regularly to City staff and occasionally to the Park Board.

There are two (2) distinct elements that will require directed services:

- ~~Riverfront Park~~ – Assist in the development of comprehensive ~~advertising and promotional campaigns~~communication and public outreach to support ~~Riverfront Park brand awareness and the Riverfront Park Redevelopment.~~
- **Parks and Recreation** – Assist in the development of comprehensive ~~advertising and promotional~~communication campaigns to support the City of Spokane's Parks and Recreation Division ~~featured programs and events.~~

**Consultant shall coordinate all Scope of Work outlined in this document through City staff.**

~~Marketing, advertising, and brand development~~Communication and outreach services beginning January 18, 2016 and running through January 17, 2017, which may be extended for four (4) additional one year contract terms subject to mutual agreement, with the total contract term not to exceed five (5) years. Yearly contract expenditure not to exceed Three Hundred Fifteen Thousand and no cents (\$315,000.00), which includes all Consultant fees and all expenses related to fulfilling entire Scope of Work.

#### DETAILED SCOPE OF WORK

- 1) **RESEARCH:** \$30,000 (not to exceed)
  - a. Strategy session with Park and Rec Division staff
    - i. Facilitation of strategy session with key City staff to identify goals and objectives, audience considerations, SWOT analysis.
      - i. Non-exhaustive deliverable list:
        1. Development and implementation of creative exercises
        2. Session facilitation
        3. Results/recommendation memo
      - ii. Timeline: Q1 2016
      - iii. Cost: \$2000
    - b. Research analysis
      - i. Secondary research review of existing Parks & Rec Division research
      - ii. ~~Best practices review of other park revitalization projects~~
      - iii. ~~Best practices in engagement outreach~~
      - iv. ~~Deliverables:~~
        - i. Key findings research report
        - ii. Recommendations for additional research, if applicable
      - v. ~~Timeline: Q1 2016~~
      - vi. ~~Cost: \$3500~~
    - c. ~~Develop methodology to gauge ongoing community perceptions about Riverfront Park Redevelopment~~
      - i. ~~Specific methodologies will depend on research needs that are identified in Research Analysis, but may include:~~
        - i. ~~Quantitative phone survey~~
        - ii. ~~Focus groups~~
        - iii. ~~Insight interviews~~

- iv. ~~Online survey~~
- v. ~~Intercept interviews~~
- ii.vi. Deliverables:
  - i. Research strategy memo
  - ii. Key findings & research report
- iii.vii. Timeline will be dependent on identified research needs
- iv.viii. Cost will be determined on mix of methodologies, but not to exceed \$30,000 combined total with 1) a and 1) b above, allowing up to \$24,500 for 1) c.

**2) PLANNING: \$25,000**

- a. Develop a ~~marketing and advertising~~ communication plan; including:
  - i. Goals and objectives
  - ii. Audience considerations
  - iii. Strategies and tactics
  - iv. Timeline
  - v. Deliverable: comprehensive ~~marketing~~ communication plan
  - vi. Timeline: Q1 2016
  - vii. Cost: \$8,000
- b. Monthly meetings
  - i. 2 DH team members will facilitate monthly meetings.
  - ii. Timeline: monthly, ongoing.
  - iii. Cost: \$600/month
- c. Ongoing event support
  - i. Determine the right mix of tactics
  - ii. Deliverables may include:
    - i. Paid media/ad placement
    - ii. Video and ad production
    - iii. Community outreach support
    - iv. Collateral development
  - iii. ~~Timeline will be dependent on events and RFP schedule~~
- iv.iii. Cost will be determined on mix of tactics developed; however, shall not exceed \$25,000 combined with 2) a and 2) b, allowing for up to \$16,400 total cost toward 2) c

**3) IMPLEMENTATION: \$250,000**

- a. Mix of ~~marketing, advertising, and~~ communication tactics will be identified in ~~marketing, advertising and~~ communication plan.
- b. DH shall develop quarterly plans that outline strategic priority tactics with associated costs to implement for that quarter.
- c. Tactics may include:
  - i. ~~Development of strategic advertising concept and campaign(s) for Riverfront Park communication and outreach campaign(s)~~
  - ii. ~~Marketing campaign creative development to promote existing Riverfront Park and the Riverfront Park Redevelopment~~
  - iii.ii. ~~Shooting and editing of videos such as commercials, construction updates, interviews with those working on project and those who work in the park, etc.~~
  - iv.iii. ~~Development of graphics, and other creative elements associated with Riverfront Park brand and promotions~~
  - v.iv. ~~Development of strategic advertising campaign(s) for Parks and Recreation Division featured programs~~
  - vi.v. ~~Marketing campaign creative development to promote major programs and events, such as Aquatics season, Sports, etc.~~
  - vii.vi. ~~Shooting and editing of videos for Parks and Recreation Division, such as commercials, promotional videos~~
  - viii.vii. Assist City staff in professional photography (primarily focused on, but not limited to: Golf, Aquatics, Sports, Outdoor Recreation, various City parks.

ix.viii. Campaign media buys—procurement, placement and billing strategy (includes standard agency commission 15%), anticipated 50% of overall budget – minimum of \$157,500; could include TV, radio, print, online, etc.

x-ix. Production

d. Deliverables: Quarterly strategy implementation reports and applicable tactics

e. Cost and timeline will be outlined in quarterly plans, but will not exceed \$250,000

**4) MEASUREMENT: \$10,000**

a. Establish output/outcome measures for each campaign

i. Measures will be identified in ~~marketing, advertising and communication~~ plan and may include:

a. Digital analytics

b. Advertising focus groups

c. Earned media coverage tracking

d. Attendance tracking at events

e. Ticket/season pass sales, other outputs, etc.

ii. Deliverable: quarterly reports of marketing efforts and results to City staff

iii. Timeline: quarterly, ongoing

iv. Cost: \$10,000



STATE OF  
WASHINGTON

## BUSINESS LICENSE

### Corporation

DESAUTEL HEGE COMMUNICATIONS, INC.  
DESAUTEL HEGE COMMUNICATIONS  
315 W RIVERSIDE AVE STE 200  
SPOKANE, WA 99201-5016

Unified Business ID #: 601980540

Business ID #: 001

Location: 0001

Expires: Sep 30, 2017

UNEMPLOYMENT INSURANCE  
TAX REGISTRATION

INDUSTRIAL INSURANCE

### CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T11099729BUS

### LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

### REGISTERED TRADE NAMES:

DESAUTEL HEGE COMMUNICATIONS

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



STATE OF  
WASHINGTON

Office of the Secretary of State  
Corporations Division

## LEGAL ENTITY REGISTRATION

DESAUTEL HEGE COMMUNICATIONS, INC.  
W 720 BOONE STE 200  
SPOKANE, WA 99201

Unified Business ID #: 601980540

Expiration: Sep-30-2017

Domestic Profit Corporation

Renewed by Authority of Secretary of State

By accepting this document the recipient certifies that information provided on the annual report was complete, true, and accurate to the best of his or her knowledge, and that the company will stay in compliance with all applicable Washington State regulations.

Secretary of State



### AGREEMENT TO PROVIDE SERVICES

Desautel Hege Communications, Inc. ("Agency") agrees to render to Spokane Parks & Recreation ("Client") the services described in the Statement of Work-Scope of Services ("SOW") attached hereto as Exhibit "A" for the compensation described therein.

Primary Contacts	Agency: Michelle Hege Desautel Hege Communications, Inc. 315 W. Riverside Ave., Suite 200 Spokane, WA 99201 Phone: 509-444-2350 Email: michelleh@wearedh.com  Client: Fianna Dickson Spokane Parks & Recreation 808 W. Spokane Falls Blvd, 5 <sup>th</sup> Floor Spokane, WA 99201 Phone: 509-625-6297 Email: fdickson@spokanecity.org
End Date	January 17, 2017 or • Open ended
Services	See Proposal attached as Exhibit "A" which sets forth SOW. Any subsequent SOW which references this Agreement shall be part of this Agreement.
Charges	See Exhibit "A"
Client Accounts Payable Contact	
Client PO Number	
Client to Send Payments to	Desautel Hege, Accounts Payable
Other Contract Terms incorporated by reference	
Terms and Conditions	Attached as Exhibit "B"

AGENCY:

CLIENT:

DESAUTEL HEGE COMMUNICATIONS, INC.

By: Michelle Hege

Its: Michelle Hege, CEO

Date: 12/22/16

\_\_\_\_\_

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

Its: \_\_\_\_\_

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

Exhibit A – Proposal – SOW

Exhibit B – Terms and Conditions



## Exhibit B Standard Terms and Conditions

The following terms and conditions shall apply to all Agreements to Provide Services, except as specifically noted:

**Fee Compensation.** Fees generally include hourly charges for ongoing services rendered by Agency personnel at Agency's standard hourly billing rates that may be adjusted from time to time by Agency, but not more frequently than annually. Fees are based on time worked, multiplied by hourly rates over the period services are performed. Agency charges for all time devoted to Client services and include, but not limited to: meetings and telephone conferences with Client and others relevant to projects; correspondence; travel time; and internal Agency meetings are discussions related to client work. Agency and Client agree to review and adjust fees on a regular basis, and at least annually.

**Non-Fee Compensation.** Agency shall be compensated on a project basis for any services provided on a fixed fee or other non-fee compensation basis that Client approves.

**Invoices.** Agency shall prepare and issue all non-media invoices for services at the beginning of each month for services provided in the previous calendar month, unless Client has agreed to be invoiced in advance, for a flat fee or on another basis.

**Billing Policies.** Unless Client objects to any invoice by written notice to Agency within 30 days after the invoice date, the invoice shall be final and binding on Client. Standard payment terms are net 30 days. Applicable taxes will be charged on all invoices unless Client files an appropriately completed tax-exempt certificate with Agency. A convenience charge of 3.75% shall be added to any charges paid with credit card. In the event of Client's delinquency in payment or other impairment of Client's creditworthiness, Agency may change the terms of payment. Delinquent balances shall be assessed an interest charge of 1½% per month. Agency shall be entitled to recover fees and costs incurred in collecting delinquencies in payment, including attorney fees.

**Media Billing.** Agency does not finance Client's media advertising for obligations, which are non-cancelable. Agency will bill Client for time and space so that payment is received before Agency is obligated for the amount involved. Client will be required to pay Agency in advance for one-half (1/2) of total cost of jobs in excess of \$5,000, based on Client approved estimated cost.

**Sequential Liability.** In placing Client's advertising with various media, Agency may contract with such media on the basis of "sequential liability" pursuant to which Agency will be solely liable for payment to the extent that proceeds have cleared from Client to Agency prior to the payment deadline for advertising published or broadcast in accordance with the media contract. As advertiser, Client will remain solely liable for sums owing for space or time for which cleared funds were not timely received by Agency relating to such advertising. If Client does not use all of the space or facilities for which Client originally authorized Agency to contract by written approval of a media estimate, and if a higher "short rate" results, Agency will invoice Client for the additional amount due by reason of the rate differential.

**Commission Rates.** Unless otherwise expressly provided, when Agency purchases services (including but not limited to photography, video production, printing, sign fabrication, specialty items, etc) and/or media on Client's behalf, Agency shall be compensated at a commission rate equal to fifteen percent (15%) of purchases made by the Agency.

**Taxes.** All local, state and federal taxes levied on materials and services purchased by Agency on Client's behalf shall be billed to Client in the month immediately following the month such taxes have been levied.

**Warranty.** Notwithstanding any other terms that may apply, Agency warrants that services will be provided in a professional and workmanlike manner and that its personnel have the required skills and experience to perform them. The parties specifically agree that the warranties in this paragraph are in lieu of all other warranties, whether express or implied.

**Accuracy of Client Content.** Client assumes sole responsibility for: (a) acquiring any authorizations necessary for hypertext links to third-party web sites, (b) ensuring the accuracy of materials and content Client provides to Agency, and (c) ensuring the content Client provides and any trade name(s), trademark(s) or service mark(s) Client adopts will not infringe or violate the rights of any third party.

**Permissions.** Client will secure and bear all costs for any rights, licenses, clearances, releases or other permissions needed to use the material Client provides to Agency, including images of Client's employees. Except for the material Client provides, Agency shall secure any rights, licenses, clearances, releases or other permissions needed to use documentation, designs, graphics, images, text, materials, scripts, software, elements and features provided by Agency, including but not limited to images of persons, photography, icons and software needed to perform services under this agreement.

**Liability and Indemnity.** Agency agrees to exercise all reasonable precautions in the examination of all material prepared or used by Agency on Client's behalf to avoid any actions, suits or other proceedings against either or both Agency or Client. Client will hold Agency harmless with respect to, and pay any attorneys' fees it incurs in connection with, any Claims (as defined in the Insurance paragraph below), arising out of product representations or other materials supplied by or through Client to Agency or approved by Client for inclusion in Client's advertising, publicity or promotion of any kind.



**Agency is Not Responsible for Default of Others.** Agency shall take reasonable precautions to safeguard Client's property entrusted to Agency's custody or control, but in the absence of gross negligence or willful disregard of Client's property rights, Agency will not be responsible for loss, damage, destruction or unauthorized use of Client's property. Agency will guard against any loss to Client through failure of media or suppliers to properly execute their commitments, but Agency will not be responsible for their failure. In no event is Agency responsible to Client for the defaults of material and service suppliers, owners of media or any other person or third party that is not Agency's employee or agent.

**Confidential Information.** Agency and Client agree to keep in confidence and not to disclose or use for its own benefit or the benefit of any third party (except as may be required for the performance of services or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential and are marked as such, provided however that such obligation shall not extend to any information, documents or materials that become publicly available without breach of this provision and provided further that such obligations shall expire upon the third (3rd) anniversary of the effective date of termination of this agreement.

**Examination of Records.** Client may, after reasonable prior notice, examine the Agency's records or files relating to the ordering and payment of any materials and services billed to Client during normal business hours at those locations where the records are regularly maintained.

**Non-solicitation.** At any time while Agency is providing services to Client and for one (1) year thereafter, Client agrees that it shall not, without the prior written consent of Agency, (a) directly or indirectly solicit for employment any person employed or retained by Agency (including, without limitation, as an employee, independent contractor or agent known to be engaged by Agency) with whom Client had contact while Agency was providing services or (b) knowingly solicit, entice or persuade or attempt to solicit, entice or persuade any employee of Agency to terminate his or her employment with Agency for any reason. Notwithstanding the foregoing, in the event that Client does employ any person employed or retained by Agency in violation of the foregoing, Client agrees to compensate Agency in an amount equal to 20% of the annual compensation paid to said person immediately prior to said employment by Client, as the sole compensation to Agency for said violation of this provision.

**HIPAA Compliance.** It is the Client's responsibility to notify the Agency about any data shared with Agency that is subject to HIPAA. In the event that the work to be performed by Agency includes any matters that require special protections under HIPAA, the parties shall execute such other documents as necessary to comply with the law.

**Miscellaneous.** The provisions of any agreement, SOW and these terms and conditions constitute the entire agreement of the parties concerning the relations and agreements of Agency and Client. It is agreed that neither party shall have the right to, orally or in writing, modify the terms of this agreement, unless the modifications, changes or additions have been executed as an amendment to this agreement by the proper officers of each party in the same manner as the above provisions were agreed upon. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any dispute resolution shall be Spokane County, Washington. This agreement may not be assigned or transferred in whole or in part by operation of law or otherwise by Client without Agency's prior written consent.

# 2017 Extension

## Extension terms in 2016 contract:

“...may be extended for four (4) additional one-year contract terms subject to mutual agreement, with the total term of the contract not to exceed five (5) years.”

Requesting a one-year extension for 2017

Updated 2017 scope to reflect a year of building on groundwork

## Total requested contract amount: \$185,000:

- \$150,000 Parks and Recreation (total budget: \$189,200)
- \$30,000 Golf Marketing (total budget: \$54,500)
- \$5,000 Riverfront Park Bond (total budget \$60,000/bond, <.1%)

**CONTRACT AMENDMENT/EXTENSION**

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and [DESAUTEL HEGE COMMUNICATION (DH)], whose address is [315 W. RIVERSIDE AVENUE, SUITE 200, SPOKANE WASHINGTON 99201], as "[CONSULTANT]".

WHEREAS, the parties entered into a Contract wherein the [CONSULTANT] agreed to [COMMUNICATIONS, OUTREACH, BRANDING AND ADVERTISING]; and

WHEREAS, additional work and time to perform has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated [JANUARY 18, 2016 - JANUARY 17, 2017], any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Contract Amendment/Extension shall become effective [JANUARY 18, 2017].

3. **ADDITIONAL WORK.** The scope of work of the original Contract is amended to add the following:

[SCOPE OF WORK IDENTIFIED IN EXHIBIT A 2017].

4. **EXTENSION.** The contract documents are hereby extended and shall run through [JANUARY 17, 2018].

5. **COMPENSATION.** The City shall pay [NOT TO EXCEED ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND] [NO]/100 DOLLARS, (\$[185,000]) for everything furnished and done under this Contract Amendment/Extension.

<p>[DESAUTEL HEGE]</p> <p>By: _____  <span style="margin-left: 150px;"><i>(signature)</i></span></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT:</p> <p>By: _____  <span style="margin-left: 150px;"><i>(Director)</i></span></p> <p>Date: _____</p>
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<p>ATTEST:</p> <p>_____  City Clerk</p> <p>DATE: _____</p>	<p>APPROVED:</p> <p>_____  Assistant City Attorney</p>
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Attachments that are part of this Contract Extension:

CURRENT CERTIFICATE OF LIABILITY INSURANCE  
CURRENT LEGAL ENTITY REGISTRATION  
CURRENT BUSINESS LICENSE

## **EXHIBIT A 2017: SCOPE OF WORK**

### **CITY OF SPOKANE PARKS & RECREATION DIVISION**

Communications, Outreach, Branding and Advertising – Desautel Hege

January 2017 – January 2018

### **SCOPE OF WORK OVERVIEW**

The scope of this contract includes assistance in development and implementation of strategic marketing campaigns, video production, public engagement, and advertising designed to leverage and promote the multiple assets of the Parks & Recreation Division. The Consultant will assist in the development of comprehensive advertising and promotional campaigns to support the City of Spokane's Parks & Recreation Division featured events.

The Consultant shall work with City staff to manage overall communication and marketing strategies. The Consultant shall provide formal reports regularly to City staff and occasionally to the Park Board.

**Consultant shall coordinate all Scope of Work outlined through City staff.**

Marketing, advertising, and brand development services beginning January 18, 2017 and running through January 17, 2018, which may be extended for four (4) additional one year contract terms subject to mutual agreement, with the total contract term not to exceed five (5) years. Yearly contract expenditure not to exceed One Hundred Eighty Five Thousand dollars and no cents (\$185,000.00), which includes all Consultant fees and all expenses related to fulfilling entire Scope of Work.

### **DETAILED SCOPE OF WORK**

#### **1) RESEARCH: \$6,000**

- a. Strategy session(s) with Park and Rec Division staff
  - i. Facilitation of strategy session with key City staff to identify goals and objectives, audience considerations, SWOT analysis.
    - i. Non-exhaustive deliverable list:
      - 1. Development and implementation of creative exercises
      - 2. Session facilitation
      - 3. Results/recommendation memo
  - ii. Timeline: Q1 2017
  - iii. Cost: \$6,000

#### **2) PLANNING: \$20,000**

- a. Develop a marketing and advertising plan; including:
  - i. Goals and objectives
  - ii. Audience considerations
  - iii. Strategies and tactics
  - iv. Timeline
  - v. Deliverable: comprehensive marketing plan
  - vi. Timeline: Q1 2017
  - vii. Cost: \$8,000

- b. Monthly meetings and account management
  - i. 2 DH team members will facilitate monthly meetings.
  - ii. Timeline: monthly, ongoing.
  - iii. Cost: \$1,000/month

**3) IMPLEMENTATION: \$149,000**

- a. Mix of marketing, advertising, and communication tactics will be identified in marketing, advertising and communication plan.
- b. DH shall develop quarterly plans that outline strategic priority tactics with associated costs to implement for that quarter.
- c. Tactics may include:
  - i. Shooting and editing of videos such as commercials, construction updates, interviews with those working on project and those who work in the park, etc.
  - ii. Development of graphics, and other creative elements associated with Parks & Recreation Division brand and promotions
  - iii. Development of strategic advertising campaign(s) for Parks & Recreation Division featured programs
  - iv. Marketing campaign creative development to promote major programs and events, such as Aquatics season, Sports, etc.
  - v. Shooting and editing of videos for Parks & Recreation Division, such as commercials, promotional videos
  - vi. Assist City staff in professional photography (primarily focused on, but not limited to: Golf, Aquatics, Sports, Outdoor Recreation, various City parks.)
  - vii. Campaign media buys—procurement, placement and billing strategy (includes standard agency commission 15%), anticipated 50% of overall budget – minimum of \$90,000; could include TV, radio, print, online, etc.
  - viii. Production
- d. Deliverables: Quarterly strategy implementation reports and applicable tactics
- e. Cost and timeline will be outlined in quarterly plans, but will not exceed \$149,000

**4) MEASUREMENT: \$10,000**

- a. Establish output/outcome measures for each campaign
  - i. Measures will be identified in marketing, advertising and communication plan and may include:
    - a. Digital analytics
    - b. Advertising focus groups
    - c. Earned media coverage tracking
    - d. Attendance tracking at events
    - e. Ticket/season pass sales, other outputs, etc.
  - ii. Deliverable: quarterly reports of marketing efforts and results to City staff
  - iii. Timeline: quarterly, ongoing
  - iv. Cost: \$10,000



STATE OF  
WASHINGTON

## BUSINESS LICENSE

### Corporation

DESAUTEL HEGE COMMUNICATIONS, INC.  
DESAUTEL HEGE COMMUNICATIONS  
315 W RIVERSIDE AVE STE 200  
SPOKANE, WA 99201-5016

Unified Business ID #: 601980540

Business ID #: 001

Location: 0001

Expires: Sep 30, 2017

UNEMPLOYMENT INSURANCE

INDUSTRIAL INSURANCE

TAX REGISTRATION

### CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T11099729BUS

### LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

### REGISTERED TRADE NAMES:

DESAUTEL HEGE COMMUNICATIONS

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



STATE OF  
WASHINGTON

Office of the Secretary of State  
Corporations Division

## LEGAL ENTITY REGISTRATION

DESAUTEL HEGE COMMUNICATIONS, INC.  
W 720 BOONE STE 200  
SPOKANE, WA 99201

Unified Business ID #: 601980540

Expiration: Sep-30-2017

Domestic Profit Corporation

Renewed by Authority of Secretary of State

By accepting this document the recipient certifies that information provided on the annual report was complete, true, and accurate to the best of his or her knowledge, and that the company will stay in compliance with all applicable Washington State regulations.

Secretary of State



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2016

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** Liberty Mutual Insurance  
PO Box 188065  
Fairfield, OH 45018

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** 800-962-7132 **FAX (A/C, No):** 800-845-3666  
**E-MAIL ADDRESS:** BusinessService@LibertyMutual.com

**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** West American Insurance Company

44393

**INSURED**  
Desautel Hege Communications  
BDH Morgan Partners, LLC  
315 W Riverside Ave Ste 200  
Spokane WA 992015016

**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 31937453**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZW55132264	5/22/2016	5/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BZW55132264	5/22/2016	5/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BZW55132264 Stop Gap	5/22/2016	5/22/2017	PER STATUTE OTH-ER 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)

Loc: 315 W Riverside Ave Ste 200, Spokane, WA 99201-5016

Loan: 8000010093

30\* Day Notice of Cancellation \*10 Day Notice of Cancellation for Non-Payment of Premium

**CERTIFICATE HOLDER**

Spokane Teachers Credit Union Commercial  
9 S Washington ST Ste 700  
Spokane WA 99201-3719

**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**

Erik Brown

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Public Relations • Advertising  
Branding • Research • Digital

### AGREEMENT TO PROVIDE SERVICES

Desautel Hege Communications, Inc. ("Agency") agrees to render to Spokane Parks & Recreation ("Client") the services described in the Statement of Work-Scope of Services ("SOW") attached hereto as Exhibit "A" for the compensation described therein.

Primary Contacts	Agency: Michelle Hege Desautel Hege Communications, Inc. 315 W. Riverside Ave., Suite 200 Spokane, WA 99201 Phone: 509-444-2350 Email: michelleh@wearedh.com  Client: Fianna Dickson Spokane Parks & Recreation 808 W. Spokane Falls Blvd, 5 <sup>th</sup> Floor Spokane, WA 99201 Phone: 509-625-6297 Email: fdickson@spokanecity.org
End Date	January 17, 2018 or • Open ended
Services	See Proposal attached as Exhibit "A" which sets forth SOW. Any subsequent SOW which references this Agreement shall be part of this Agreement.
Charges	See Exhibit "A"
Client Accounts Payable Contact	
Client PO Number	
Client to Send Payments to	Desautel Hege, Accounts Payable
Other Contract Terms incorporated by reference	
Terms and Conditions	Attached as Exhibit "B"

AGENCY:

CLIENT:

DESAUTEL HEGE COMMUNICATIONS, INC.

By: Michelle Hege

Its: CEO

Date: 1/16/18

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

Its: \_\_\_\_\_

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

Exhibit A – Proposal - SOW  
Exhibit B – Terms and Conditions



Exhibit A – Statement of Work - Scope of Services  
(including charges and fees)

Desautel Hege Communication, Inc. ("Agency") agrees to provide the following described services for the charges and fees set forth:

Work to be performed:

See scope of work, addendum A

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Charges and Fees:

See above scope of work and rate schedule

Administrative Fee:

In addition to the above charges and fees, an Administrative Fee of eight percent (8%) shall be added to all fees and services based on hourly rates to cover internal expenses incurred on Client's behalf (i.e. subscriptions to online research, media database resources, maintain mobile communication, local travel, long-distance phone and fax, postage, overnight delivery fees etc.).

Commissions:

When Agency is purchasing services (including but not limited to photography, video production, printing, sign fabrications, specialty items, etc.) and/or media on Client's behalf, Client will be charged a Commission of fifteen percent (15%) on all purchases made by Agency.

\*All fees and charges shall be billed in accordance with the Standard Terms and Conditions set forth in Exhibit "B"

\*A convenience charge of 3.75% shall be added to any charges paid with credit card.

APPROVED BY CLIENT

\_\_\_\_\_  
DATE: \_\_\_\_\_



## Exhibit B Standard Terms and Conditions

The following terms and conditions shall apply to all Agreements to Provide Services, except as specifically noted:

**Fee Compensation.** Fees generally include hourly charges for ongoing services rendered by Agency personnel at Agency's standard hourly billing rates that may be adjusted from time to time by Agency, but not more frequently than annually. Fees are based on time worked, multiplied by hourly rates over the period services are performed. Agency charges for all time devoted to Client services and include, but not limited to: meetings and telephone conferences with Client and others relevant to projects; correspondence; travel time; and internal Agency meetings and discussions related to client work. Agency and Client agree to review and adjust fees on a regular basis, and at least annually.

**Non-Fee Compensation.** Agency shall be compensated on a project basis for any services provided on a fixed fee or other non-fee compensation basis that Client approves.

**Invoices.** Agency shall prepare and issue all non-media invoices for services at the beginning of each month for services provided in the previous calendar month, unless Client has agreed to be invoiced in advance, for a flat fee or on another basis.

**Billing Policies.** Unless Client objects to any invoice by written notice to Agency within 30 days after the invoice date, the invoice shall be final and binding on Client. Standard payment terms are net 30 days. Applicable taxes will be charged on all invoices unless Client files an appropriately completed tax-exempt certificate with Agency. A convenience charge of 3.75% shall be added to any charges paid with credit card. In the event of Client's delinquency in payment or other impairment of Client's creditworthiness, Agency may change the terms of payment. Delinquent balances shall be assessed an interest charge of 1½% per month. Agency shall be entitled to recover fees and costs incurred in collecting delinquencies in payment, including attorney fees.

**Media Billing.** Agency does not finance Client's media advertising for obligations, which are non-cancelable. Agency will bill Client for time and space so that payment is received before Agency is obligated for the amount involved. Client will be required to pay Agency in advance for one-half (1/2) of total cost of jobs in excess of \$5,000, based on Client approved estimated cost.

**Sequential Liability.** In placing Client's advertising with various media, Agency may contract with such media on the basis of "sequential liability" pursuant to which Agency will be solely liable for payment to the extent that proceeds have cleared from Client to Agency prior to the payment deadline for advertising published or broadcast in accordance with the media contract. As advertiser, Client will remain solely liable for sums owing for space or time for which cleared funds were not timely received by Agency relating to such advertising. If Client does not use all of the space or facilities for which Client originally authorized Agency to contract by written approval of a media estimate, and if a higher "short rate" results, Agency will invoice Client for the additional amount due by reason of the rate differential.

**Commission Rates.** Unless otherwise expressly provided, when Agency purchases services (including but not limited to photography, video production, printing, sign fabrication, specialty items, etc) and/or media on Client's behalf, Agency shall be compensated at a commission rate equal to fifteen percent (15%) of purchases made by the Agency.

**Taxes.** All local, state and federal taxes levied on materials and services purchased by Agency on Client's behalf shall be billed to Client in the month immediately following the month such taxes have been levied.

**Warranty.** Notwithstanding any other terms that may apply, Agency warrants that services will be provided in a professional and workmanlike manner and that its personnel have the required skills and experience to perform them. The parties specifically agree that the warranties in this paragraph are in lieu of all other warranties, whether express or implied.

**Accuracy of Client Content.** Client assumes sole responsibility for: (a) acquiring any authorizations necessary for hypertext links to third-party web sites, (b) ensuring the accuracy of materials and content Client provides to Agency, and (c) ensuring the content Client provides and any trade name(s), trademark(s) or service mark(s) Client adopts will not infringe or violate the rights of any third party.

**Permissions.** Client will secure and bear all costs for any rights, licenses, clearances, releases or other permissions needed to use the material Client provides to Agency, including images of Client's employees. Except for the material Client provides, Agency shall secure any rights, licenses, clearances, releases or other permissions needed to use documentation, designs, graphics, images, text, materials, scripts, software, elements and features provided by Agency, including but not limited to images of persons, photography, icons and software needed to perform services under this agreement.

**Liability and Indemnity.** Agency agrees to exercise all reasonable precautions in the examination of all material prepared or used by Agency on Client's behalf to avoid any actions, suits or other proceedings against either or both Agency or Client. Client will hold Agency harmless with respect to, and pay any attorneys' fees it incurs in connection with, any Claims (as defined in the Insurance paragraph below), arising out of product representations or other materials supplied by or through Client to Agency or approved by Client for inclusion in Client's advertising, publicity or promotion of any kind.



Upon assertion of a claim or commencement of a suit or proceeding by a third party that may give rise to liability of an indemnifying party, the indemnified party shall promptly notify the indemnifying party of the existence of such a claim and shall give the indemnifying party reasonable opportunity to settle the claim with its own counsel at its own expense. The indemnified party shall at all times have the right to participate in such defense at its own expense and shall not be obligated to participate in any settlement which it reasonably believes would have an adverse effect on its business. The parties agree to assist each other as may reasonably be requested in order to ensure a proper and adequate defense. An indemnified party shall not settle any claim without the prior written consent of the indemnifying party.

Insurance. Agency carries an "Multimedia Liability and Advertising Injury Policy" that protects Agency and Client up to the limits of this policy with respect to Agency's advertising, publicity or promotion of any kind of Client's products or services or Agency's services rendered or that should have been rendered by Agency in the development, placement or exhibition of advertising from claims, demands and actions pertaining to the following, except to the extent such claims arise from information or materials provided by or through Client ("Claims"): (a) any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct; (b) any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness; (c) false arrest, detention or imprisonment or malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; (d) infringement of title, slogan, trademark, trade name, trade dress, service mark or service name; (e) infringement of copyright, plagiarism, piracy or misappropriation of ideas under implied contract; or (f) unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising or misrepresentation in advertising, and claims under Section 43(a) of the Lanham Act (federal trademark statute) or similar state statutes. This policy protects Client if Agency does agree to hold Client harmless against any such Claims up to the amount of the policy limit, and Agency, therefore, does so agree. This policy does not cover the following possible areas of liability: (i) claims for Client's products which are dishonest, fraudulent or criminal, (ii) theft or disclosure of Client's trade secrets or other proprietary rights, (iii) third party's trademarks, and (iv) infringement of patents.

Termination. Unless otherwise expressly provided, this agreement will continue until terminated by either party by giving thirty (30) days advance notice in writing to the other party. During such notice period, Agency rights, duties and responsibilities shall continue, and Agency is entitled to all its normal compensation hereunder for all services and on all media that runs to the end of the notice period. The definition of "runs" shall be the closing date in the case of print media, the air date in the case of broadcast media and the posting date in the case of outdoor advertising. After expiration of the stated notice period, Agency shall receive its share of compensation, if any, on short-rate bills and shall add back its share of commissions, if any, to refunds made by media by reason of earning a lower rate.

Transfer of Property and Materials; Agency's Rights to Use for Self Promotion. Upon termination, provided there is no outstanding amount owed by Client to Agency, Agency shall transfer, assign and make available to Client or its representative, all property and materials in Agency's possession or control belonging to Client, including any copy, artwork, plates or other physical embodiment of creative work relating to any such property and material which may be in Client's possession at termination of this agreement, provided however, that Client grants Agency the right to use such property and material solely for purposes of marketing or promoting Agency and its services. Agency will cooperate in transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media or others, for advertising space or materials yet to be used and all related rights and claims after Agency has been released from such obligations, provided that Client shall assume liability for any contracts made by Agency that cannot be assigned or canceled in accordance with the terms of this agreement on Client's behalf prior to termination. Agency shall retain all rights to any advertising materials which are produced in finished form prior to the effective termination of this agreement until full payment is received. Agency will proceed promptly to complete production of unfinished materials during the stated notice period. However, upon termination, any advertising, merchandising, packaging, plan or idea prepared by Agency and submitted to Client (whether submitted separately or as part of other material) which Client has elected not to utilize and any unproduced advertising materials shall remain Agency's property, and Client hereby assigns to Agency any rights to such ideas and materials. Notwithstanding the foregoing, the Agency retains the right to utilize finished creative product or other projects completed for the Client for the purposes of the Agency's self-promotion. In particular and without limitation, the Agency may display all such work on the Agency's website or reprint any such work to be included in the Agency's case studies or the Agency's corporate brochure(s) or other promotion materials. The Agency may submit any such work for inclusion in industry-related award(s) programs or similar forms of recognition.

Talent Contracts, If Any. Any non-cancelable contract or commitment made on Client's authorization and still existing at the termination of this agreement shall be carried to completion by Agency and paid for by Client, unless mutually agreed in writing to the contrary, in accordance with the provisions of this Agreement. Any materials or services Agency has committed to purchase for Client (or any uncompleted work previously approved by Client either specifically or as part of a plan), shall be paid for by Client, and Agency shall receive applicable compensation therefor. Any contract Agency has entered into with talent to perform in Client's advertising shall, simultaneously on the effective date of such termination, be automatically assigned to Client, and Client shall assume all of the rights and obligations under the contract, and Agency shall be relieved of any further responsibility or liability. Client shall defend and indemnify Agency against any loss or expense, including reasonable attorneys' fees and costs that Agency may incur as a result of a claim by talent or a third party, arising after the assignment of the contract.



**Agency is Not Responsible for Default of Others.** Agency shall take reasonable precautions to safeguard Client's property entrusted to Agency's custody or control, but in the absence of gross negligence or willful disregard of Client's property rights, Agency will not be responsible for loss, damage, destruction or unauthorized use of Client's property. Agency will guard against any loss to Client through failure of media or suppliers to properly execute their commitments, but Agency will not be responsible for their failure. In no event is Agency responsible to Client for the defaults of material and service suppliers, owners of media or any other person or third party that is not Agency's employee or agent.

**Confidential Information.** Agency and Client agree to keep in confidence and not to disclose or use for its own benefit or the benefit of any third party (except as may be required for the performance of services or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential and are marked as such, provided however that such obligation shall not extend to any information, documents or materials that become publicly available without breach of this provision and provided further that such obligations shall expire upon the third (3rd) anniversary of the effective date of termination of this agreement.

**Examination of Records.** Client may, after reasonable prior notice, examine the Agency's records or files relating to the ordering and payment of any materials and services billed to Client during normal business hours at those locations where the records are regularly maintained.

**Non-solicitation.** At any time while Agency is providing services to Client and for one (1) year thereafter, Client agrees that it shall not, without the prior written consent of Agency, (a) directly or indirectly solicit for employment any person employed or retained by Agency (including, without limitation, as an employee, independent contractor or agent known to be engaged by Agency) with whom Client had contact while Agency was providing services or (b) knowingly solicit, entice or persuade or attempt to solicit, entice or persuade any employee of Agency to terminate his or her employment with Agency for any reason. Notwithstanding the foregoing, in the event that Client does employ any person employed or retained by Agency in violation of the foregoing, Client agrees to compensate Agency in an amount equal to 20% of the annual compensation paid to said person immediately prior to said employment by Client, as the sole compensation to Agency for said violation of this provision.

**HIPAA Compliance.** It is the Client's responsibility to notify the Agency about any data shared with Agency that is subject to HIPAA. In the event that the work to be performed by Agency includes any matters that require special protections under HIPAA, the parties shall execute such other documents as necessary to comply with the law.

**Miscellaneous.** The provisions of any agreement, SOW and these terms and conditions constitute the entire agreement of the parties concerning the relations and agreements of Agency and Client. It is agreed that neither party shall have the right to, orally or in writing, modify the terms of this agreement, unless the modifications, changes or additions have been executed as an amendment to this agreement by the proper officers of each party in the same manner as the above provisions were agreed upon. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any dispute resolution shall be Spokane County, Washington. This agreement may not be assigned or transferred in whole or in part by operation of law or otherwise by Client without Agency's prior written consent.

## Senior & Youth Community Centers

### Annual Expenditures & 2017 Proposed Budget

	Annual Expenditure					Budget
	2011	2012	2013	2014	2015	2017
Mid City Sr.	18,525	18,525	18,525	18,525	18,525	18,525
Corbin Sr.	33,092	33,382	29,318	31,350	31,350	31,350
Sinto Sr.	122,375	119,870	77,456	77,210	77,210	77,210
Hillyard Sr.	129,069	129,502	109,119	80,000	80,000	80,000
Project Joy	30,867	30,743	30,630	30,970	30,970	30,970
South Sr.	118,474	118,237	113,104	115,758	115,758	115,758
SW Spokane (PVCC)	42,095	42,131	39,946	39,947	39,947	39,947
N.E. Youth	126,308	121,295	143,044	139,538	139,538	139,538
W.C. Youth	54,507	84,787	78,731	72,675	72,675	72,675
East Central/Mltiprps.	n/a	41,800	41,800	41,800	41,800	41,800
	<b>675,312</b>	<b>740,274</b>	<b>681,672</b>	<b>647,773</b>	<b>647,773</b>	<b>647,773</b>

City of Spokane - Parks & Recreation  
Urban Forestry  
Monthly Financial Report  
December Preliminary, 2016

	Annual Budget	2014 YTD Actual	2015 YTD Actual	2016 YTD Actual	2016 YTD Budget Based on 2. Yr. Actuals	Fav. ↑ Unfav. ↓	2016 Variance Act. to Budg.	2016	
								Monthly Actual	Annual Budget Spent to Date
<b>Revenue:</b>									
Operating	44,500	64,853	98,638	79,279	44,500	↑	34,779	9,185	178%
Grants Receivable	131,000	28,251	4,880	117,060	n/a		n/a	-	89%
<b>Total Revenue</b>	<b>175,500</b>	<b>93,104</b>	<b>103,517</b>	<b>196,339</b>	<b>44,500</b>	<b>↑</b>	<b>34,779</b>	<b>9,185</b>	<b>112%</b>
<b>Expenditures:</b>									
Salaries and Wages	365,861	341,524	343,645	361,143	365,861	↑	(4,718)	31,500	99%
Personnel Benefits	91,000	84,072	89,914	93,014	91,000	↓	2,014	8,068	102%
Supplies	32,250	34,187	28,743	26,918	32,250	↑	(5,332)	763	83%
Services and Charges	170,660	58,091	85,976	115,253	170,660	↑	(55,407)	14,792	68%
Intergovernment Services	-	-	-	-	-	↑	-	-	0%
<b>Total Expenditures</b>	<b>659,771</b>	<b>517,874</b>	<b>548,277</b>	<b>596,327</b>	<b>659,771</b>	<b>↑</b>	<b>(63,444)</b>	<b>55,123</b>	<b>90%</b>
<b>Net Revenue (Expenditure)</b>	<b>(484,271)</b>	<b>(424,771)</b>	<b>(444,760)</b>	<b>(399,988)</b>	<b>(615,271)</b>	<b>↑</b>	<b>98,223</b>	<b>(45,939)</b>	
Net Transfers In (Out)	58,000	(40,015)	39,000	58,000	58,000		-	-	100%
Capital Outlay	396,660	22,237	138,971	102,443	396,660		(294,217)	-	26%
<b>Total Funding</b>	<b>(822,931)</b>	<b>(487,024)</b>	<b>(544,731)</b>	<b>(444,431)</b>	<b>(953,931)</b>	<b>↑</b>	<b>392,440</b>	<b>(45,939)</b>	
								<b>Month/Year Ratio:</b>	<b>100.00%</b>

City of Spokane - Parks & Recreation  
Recreation  
Monthly Financial Report  
December Preliminary, 2016

	Annual Budget	2014 YTD Actual	2015 YTD Actual	2016 YTD Actual	2016 YTD Budget Based on 2. Yr. Actuals	Fav. ↑ Unfav. ↓	2016 Variance Act. to Budg.	2016	
								Monthly Actual	Annual Budget Spent to Date
<b>Revenue:</b>									
Operating	1,499,000	1,418,893	1,497,050	1,472,051	1,499,000	↓	(26,949)	43,268	98%
Grants Receivable	701,000	-	-	-	n/a		n/a	-	0%
<b>Total Revenue</b>	<b>2,200,000</b>	<b>1,418,893</b>	<b>1,497,050</b>	<b>1,472,051</b>	<b>1,499,000</b>	<b>↓</b>	<b>(26,949)</b>	<b>43,268</b>	<b>67%</b>
<b>Expenditures:</b>									
Salaries and Wages	1,271,168	1,232,335	1,295,432	1,315,499	1,271,168	↓	44,331	53,236	103%
Personnel Benefits	272,134	235,829	256,241	292,877	272,134	↓	20,743	16,297	108%
Supplies	301,135	279,647	276,674	300,881	301,135	↑	(254)	12,982	100%
Services and Charges	1,466,932	1,343,604	1,364,041	1,350,270	1,466,932	↑	(116,662)	89,666	92%
Intergovernment Services	7,850	4,094	4,691	4,767	7,850	↑	(3,083)	185	61%
<b>Total Expenditures</b>	<b>3,319,219</b>	<b>3,095,509</b>	<b>3,197,078</b>	<b>3,264,295</b>	<b>3,319,219</b>	<b>↑</b>	<b>(54,924)</b>	<b>172,366</b>	<b>98%</b>
<b>Net Revenue (Expenditure)</b>	<b>(1,119,219)</b>	<b>(1,676,617)</b>	<b>(1,700,028)</b>	<b>(1,792,243)</b>	<b>(1,820,219)</b>	<b>↑</b>	<b>27,976</b>	<b>(129,098)</b>	
Net Transfers In (Out)	(70,500)	(15,264)	(27,764)	(70,500)	(70,500)		-	-	100%
Capital Outlay	1,578,127	97,782	73,798	419,901	1,578,127		(1,158,226)	291,235	27%
<b>Total Funding</b>	<b>(2,767,846)</b>	<b>(1,789,663)</b>	<b>(1,801,591)</b>	<b>(2,282,645)</b>	<b>(3,468,846)</b>	<b>↑</b>	<b>1,186,202</b>	<b>(420,333)</b>	

Month/Year Ratio: 100.00%

City of Spokane - Parks & Recreation  
Riverfront Park  
Monthly Financial Report  
December Preliminary, 2016

	Annual Budget	2014 YTD Actual	2015 YTD Actual	2016 YTD Actual	2016 YTD		2016 Variance Act. to Budg.	2016	
					Budget Based on 2. Yr. Actuals	Fav. ↑ Unfav. ↓		Monthly Actual	Annual Budget Spent to Date
<b>Revenue</b>	3,225,600	3,246,658	3,126,177	3,022,525	3,225,600	↓	(203,075)	227,478	94%
<b>Expenditures:</b>									
Salaries and Wages	1,629,537	1,680,812	1,668,133	1,515,727	1,629,537	↑	(113,810)	88,840	93%
Personnel Benefits	385,240	329,021	333,001	332,417	385,240	↑	(52,823)	25,068	86%
Supplies	390,251	421,145	349,310	339,490	390,251	↑	(50,761)	24,386	87%
Services and Charges	829,924	833,569	770,184	725,007	829,924	↑	(104,917)	57,714	87%
Intergovernment Services	35,425	31,963	30,776	29,492	35,425	↑	(5,933)	894	83%
<b>Total Expenditures</b>	<b>3,270,377</b>	<b>3,296,509</b>	<b>3,151,405</b>	<b>2,942,133</b>	<b>3,270,377</b>	<b>↑</b>	<b>(328,244)</b>	<b>196,902</b>	<b>90%</b>
<b>Net Revenue (Expenditure)</b>	<b>(44,777)</b>	<b>(49,852)</b>	<b>(25,227)</b>	<b>80,392</b>	<b>(44,777)</b>	<b>↑</b>	<b>125,169</b>	<b>30,576</b>	
Net Transfers In (Out)	(100,000)	(206,200)	(106,200)	-	(100,000)		100,000	-	0%
Capital Outlay	247,364	276,878	25,576	42,282	247,364		(205,082)	(3,325)	17%
<b>Total Funding</b>	<b>(392,141)</b>	<b>(532,929)</b>	<b>(157,003)</b>	<b>38,110</b>	<b>(392,141)</b>	<b>↑</b>	<b>430,251</b>	<b>33,901</b>	
<b>Month/Year Ratio:</b>									<b>100.00%</b>

City of Spokane - Parks & Recreation  
Park Operations  
Monthly Financial Report  
December Preliminary, 2016

	Annual Budget	2014 YTD Actual	2015 YTD Actual	2016 YTD Actual	2016 YTD Budget Based on 2. Yr. Actuals	Fav. ↑ Unfav. ↓	2016 Variance Act. to Budg.	2016	
								Monthly Actual	Annual Budget Spent to Date
<b>Revenue:</b>									
Operating	217,230	308,454	241,139	212,760	217,230	↓	(4,470)	29,344	98%
Grants Receivable	180,000	-	-	-	n/a		n/a	-	0%
<b>Total Revenue</b>	<b>397,230</b>	<b>308,454</b>	<b>241,139</b>	<b>212,760</b>	<b>217,230</b>	<b>↓</b>	<b>(4,470)</b>	<b>29,344</b>	<b>54%</b>
<b>Expenditures:</b>									
Salaries and Wages	2,407,674	2,215,443	2,159,977	2,211,045	2,407,674	↑	(196,629)	152,512	92%
Personnel Benefits	928,107	747,538	777,852	794,479	928,107	↑	(133,628)	62,182	86%
Supplies	190,280	166,893	157,839	179,440	190,280	↑	(10,840)	17,637	94%
Services and Charges	1,040,580	935,708	1,023,384	1,017,588	1,040,580	↑	(22,992)	42,983	98%
Intergovernment Services	-	242	-	-	-	↑	-	-	0%
<b>Total Expenditures</b>	<b>4,566,641</b>	<b>4,065,825</b>	<b>4,119,053</b>	<b>4,202,552</b>	<b>4,566,641</b>	<b>↑</b>	<b>(364,089)</b>	<b>275,314</b>	<b>92%</b>
<b>Net Revenue (Expenditure)</b>	<b>(4,169,411)</b>	<b>(3,757,370)</b>	<b>(3,877,914)</b>	<b>(3,989,793)</b>	<b>(4,349,411)</b>	<b>↑</b>	<b>359,618</b>	<b>(245,970)</b>	
Net Transfers In (Out)	(116,000)	(152,000)	(133,000)	(116,000)	(116,000)		-	-	100%
Capital Outlay	1,340,478	718,217	483,623	294,306	1,340,478		(1,046,172)	23,210	22%
<b>Total Funding</b>	<b>(5,625,889)</b>	<b>(4,627,587)</b>	<b>(4,494,537)</b>	<b>(4,400,099)</b>	<b>(5,805,889)</b>	<b>↑</b>	<b>1,405,790</b>	<b>(269,180)</b>	
								<b>Month/Year Ratio:</b>	<b>100.00%</b>

City of Spokane - Parks & Recreation  
Administration  
Monthly Financial Report  
December Preliminary, 2016

	Annual Budget	2014 YTD Actual	2015 YTD Actual	2016 YTD Actual	2016 YTD Budget Based on 2. Yr. Actuals	Fav. ↑ Unfav. ↓	2016 Variance Act. to Budg.	2016	
								Monthly Actual	Annual Budget Spent to Date
<b>Revenue</b>	827,936	43,432	39,164	531,536	827,936	↓	(296,400)	14,801	64%
<b>Expenditures:</b>									
Salaries and Wages	1,960,658	1,183,385	1,413,193	1,835,932	1,960,658	↑	(124,726)	143,755	94%
Personnel Benefits	607,079	308,168	373,727	525,394	607,079	↑	(81,685)	43,607	87%
Supplies	233,550	225,418	170,859	172,457	233,550	↑	(61,093)	20,204	74%
Services and Charges	3,044,896	3,101,910	2,967,949	2,944,322	3,044,896	↑	(100,574)	270,121	97%
Intergovernment Services	21,150	12,812	21,554	10,663	21,150	↑	(10,487)	36	50%
<b>Total Expenditures</b>	<b>5,867,333</b>	<b>4,831,693</b>	<b>4,947,281</b>	<b>5,488,768</b>	<b>5,867,333</b>	<b>↑</b>	<b>(378,565)</b>	<b>477,723</b>	<b>94%</b>
<b>Net Revenue (Expenditure)</b>	<b>(5,039,397)</b>	<b>(4,788,261)</b>	<b>(4,908,117)</b>	<b>(4,957,232)</b>	<b>(5,039,397)</b>	<b>↑</b>	<b>82,165</b>	<b>(462,922)</b>	
Net Transfers In (Out)	13,186,050	12,932,548	12,541,514	13,388,163	13,186,050		202,113	1,033,808	102%
Capital Outlay	197,264	42,186	12,920	27,218	197,264		(170,046)	(13,508)	14%
<b>Total Funding</b>	<b>7,949,389</b>	<b>8,102,101</b>	<b>7,620,476</b>	<b>8,403,714</b>	<b>7,949,389</b>	<b>↑</b>	<b>454,325</b>	<b>584,395</b>	
								<b>Month/Year Ratio:</b>	<b>100.00%</b>

City of Spokane - Parks & Recreation  
Park Fund  
Monthly Financial Report  
December Preliminary, 2016

	Annual Budget	2014 YTD Actual	2015 YTD Actual	2016 YTD Actual	2016 YTD Budget Based on 2. Yr. Actuals	Fav. ↑ Unfav. ↓	2016 Variance Act. to Budg.	2016 Monthly Actual	Annual Budget Spent to Date
<b>Revenue:</b>									
General/Operating	5,814,266	5,082,290	5,002,168	5,318,151	5,814,266	↓	(496,115)	324,076	91%
Grants Receivable	1,012,000	28,251	4,880	117,060	n/a		n/a	-	12%
<b>Total Revenue</b>	<b>6,826,266</b>	<b>5,110,541</b>	<b>5,007,048</b>	<b>5,435,211</b>	<b>5,814,266</b>	<b>↓</b>	<b>(496,115)</b>	<b>324,076</b>	<b>80%</b>
<b>Expenditures:</b>									
Salaries and Wages	7,634,898	6,653,499	6,880,381	7,239,347	7,634,898	↑	(395,551)	469,842	95%
Personnel Benefits	2,283,560	1,704,627	1,830,735	2,038,180	2,283,560	↑	(245,380)	155,222	89%
Supplies	1,147,466	1,127,290	983,424	1,019,186	1,147,466	↑	(128,280)	75,972	89%
Services and Charges	6,552,992	6,272,883	6,211,533	6,152,439	6,552,992	↑	(400,553)	475,277	94%
Intergovernment Services	64,425	49,111	57,021	44,922	64,425	↑	(19,503)	1,115	70%
<b>Total Expenditures</b>	<b>17,683,341</b>	<b>15,807,411</b>	<b>15,963,095</b>	<b>16,494,075</b>	<b>17,683,341</b>	<b>↑</b>	<b>(1,189,266)</b>	<b>1,177,428</b>	<b>93%</b>
<b>Net Revenue (Expenditure)</b>	<b>(10,857,075)</b>	<b>(10,696,870)</b>	<b>(10,956,047)</b>	<b>(11,058,864)</b>	<b>(11,869,075)</b>	<b>↑</b>	<b>693,151</b>	<b>(853,352)</b>	
Net Transfers In (Out)	12,957,550	12,519,068	12,313,550	13,259,663	12,957,550		302,113	1,033,808	102%
Capital Outlay	3,759,893	1,157,301	734,888	886,150	3,759,893		(2,873,743)	297,612	24%
Windstorm 2015: Reimbursed	-	n/a	n/a	208,155	n/a		n/a	-	n/a
Windstorm 2015: Expensed	348,960	n/a	162,147	172,954	n/a		n/a	-	50%
<b>Total Funding</b>	<b>(2,008,378)</b>	<b>664,897</b>	<b>460,467</b>	<b>1,349,851</b>	<b>(2,671,418)</b>	<b>↑</b>	<b>3,869,008</b>	<b>(117,156)</b>	
Beginning Noncommitted Fund Balance*				2,552,604				<b>Month/Year Ratio: 100.00%</b>	
Less: 7% Reserve				(1,500,846)					
Less: EBOs Processed				(1,069,521)					
Less: Encumbrances at Month End				(914,947)					
<b>Ending Noncommitted Fund Balance</b>				<b>417,141</b>					

\* The 7% Reserve was inclusive to the "Beginning Noncommitted Fund Balance" in prior statements and is now broken out separately for clarification purposes.

Note: EBOs processed in 2016: \$490,000 Strategic Capital Investment, \$455,521 Witter Pool Deck, \$64,000 Collins Group Contract, \$60,000 MySpokane fees.

City of Spokane - Parks & Recreation  
Golf  
Monthly Financial Report  
December Preliminary, 2016

	Annual Budget	2014 YTD Actual	2015 YTD Actual	2016 YTD Actual	2016 YTD Budget Based on 2. Yr. Actuals	Fav. ↑ Unfav. ↓	2016 Variance Act. to Budg.	2016 Monthly Actual	Annual Budget Spent to Date
<b>Revenue</b>	3,381,270	2,901,732	3,148,529	3,222,566	3,381,270	↓	(158,704)	(697)	95%
<b>Expenditures:</b>									
Salaries and Wages	1,113,125	1,066,034	1,115,572	1,098,691	1,113,125	↑	(14,434)	50,185	99%
Personnel Benefits	443,891	276,761	363,037	399,785	443,891	↑	(44,106)	18,159	90%
Supplies	252,880	234,079	252,940	227,658	252,880	↑	(25,222)	9,171	90%
Services and Charges	1,369,746	1,159,589	1,306,503	1,193,584	1,369,746	↑	(176,162)	70,545	87%
Intergovernment Services	27,450	18,297	20,650	21,311	27,450	↑	(6,139)	420	78%
<b>Total Expenditures</b>	<b>3,207,092</b>	<b>2,754,760</b>	<b>3,058,702</b>	<b>2,941,029</b>	<b>3,207,092</b>	<b>↑</b>	<b>(266,063)</b>	<b>148,481</b>	<b>92%</b>
<b>Net Revenue (Expenditure)</b>	<b>174,178</b>	<b>146,972</b>	<b>89,827</b>	<b>281,536</b>	<b>174,178</b>	<b>↑</b>	<b>107,358</b>	<b>(149,178)</b>	
Net Transfers In (Out)	35,000	(22,691)	300,763	-	35,000		(35,000)	-	0%
Capital Outlay	278,528	103,560	116,799	152,663	278,528		(125,865)	12,560	55%
Windstorm 2015	115,745	n/a	1,255	78,792	n/a		n/a	-	68%
<b>Total Funding</b>	<b>(185,095)</b>	<b>20,721</b>	<b>272,536</b>	<b>50,082</b>	<b>(69,350)</b>	<b>↑</b>	<b>198,223</b>	<b>(161,738)</b>	
Beginning Noncommitted Fund Balance*				363,692					Month/Year Ratio: 100.00%
Less: 7% Reserve				(251,291)					
Less: Encumbrances at Month End				(73,610)					
<b>Ending Noncommitted Fund Balance</b>				<b>88,872</b>					

\* The 7% Reserve was inclusive to the "Beginning Noncommitted Fund Balance" in prior statements and is now broken out separately for clarification purposes.

## Fund 1950 - Park Cumulative Reserve Fund

January 1, 2016 through December 31 (Preliminary), 2016

		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING BALANCE	Fund Balance Category
	General Purposes	\$ 257,333.04	\$ 14,277.66	\$ 45,994.01	\$ 225,616.69	Undesignated
<b>a</b>	Donation - Conservation TBD	121,501.95	5,000.00	7,500.00	119,001.95	Undesignated
	Computer Replacement & Software	153,513.83	40,000.00	38,651.31	154,862.52	Designated
	Fleet Replacement	1,286,187.97	136,599.34	345,178.91	1,077,608.40	Designated
<b>b</b>	Sky Prairie/5-Mile	47,800.00	1,800.00	-	49,600.00	Designated
<b>c</b>	Turf Replacement	57,500.00	62,500.00	-	120,000.00	Designated
	Tennis Courts, USTA Private Grant	-	100,000.00	-	100,000.00	Designated
	Rochester Heights, Trugreen Foundation	-	5,000.00	-	5,000.00	Designated
	Northbank Soil Mitigation	241,302.67	-	-	241,302.67	Designated
<b>d</b>	Skyride	327,771.65	-	50,000.00	277,771.65	Designated
<b>e</b>	Reserved for Property Donations	45,583.80	-	-	45,583.80	Restricted
<b>f</b>	Conservation Futures	81,722.93	-	-	81,722.93	Restricted
	Riverfront Conservation Futures Loan	-	350,000.00	350,000.00	-	Restricted
		<u>\$ 2,620,217.84</u>	<u>\$ 715,177.00</u>	<u>\$ 837,324.23</u>	<u>\$ 2,498,070.61</u>	

### FOOTNOTES:

**a** Donor provided \$121,501.95 for her interest in "Conservation" of Parks/Land. Appropriation to be determined.

**b** Fee paid during building permit process and is designated for a recreation area within the development.

**c** Annual transfer from Park Fund to be made of \$62,500 for future expense of Synthetic Turf Replacement.

**d** Funds are covering debt service of \$50,000 due in June and December. (2005A Bond Callable 12/1/2015)

**e** Donations derived from property transactions reserved for maintenance and operations.

Existing properties include:      >Armstrong      >Romaine-Palisades      >Austin Ravine  
    >Dahm      >Stemper et al

**f** Levied taxes for maintenance and operations of specific properties:

>Rim Rock      >Trolley Trail      >Downriver      >Elliot      >Palisades (Thomas & Gusman)  
                  >Camp Sekani      >Latah Creek      >Romine      >Ashland Estate      >Drumheller Springs

City of Spokane - Parks & Recreation									
2016 Capital Project and Replacement Plan; As of December 31, 2016 (Preliminary)									
Proj. #	Dept.	Type	Project Description	2016 Plan	Revisions & 2015 Rollover	Total Plan	Actual	Encumb.	Balance Remaining
Park Fund									
Current									
15-24	Grant	NC	Mission Park Adaptive Ball Field - Phase I (MATCH)	\$ 476,000		\$ 476,000	\$ -	\$ -	\$ 476,000
15-24	Grant	NC	Mission Park Adaptive Ball Field - Phase II	225,000		225,000	-	-	225,000
16-1.1	Adm	NC	Shadle Park Event Space Design		9,200	9,200	8,969	2,530	(2,299)
16-2.4	Adm	O	Comstock Master Plan		19,493	19,493	6,493	13,000	0
16-2.5	Adm	O	Dutch Jakes Park Plan		7,500	7,500	3,940	3,560	-
16-2.8	Adm	NC	SE Youth Sports Complex - RCO Conversion Planning		7,602	7,602	2,478	5,124	-
16-3	Ops	CI	Asphalt Repairs	75,000		75,000	1,311	-	73,689
16-4	Ops	CI	Park System Restroom Infrastructure	30,000	(24,497)	5,503	613	19,183	(14,293)
16-4.1	Ops	NC	Emerson Park Sewer Line Installation		10,000	10,000	-	-	10,000
16-4.2	Ops	CI	Restroom Infrastructure Cannon Hill Park		14,269	14,269	1,031	-	13,238
16-5	Ops	CI	Coeur d'Alene Park Entrances/Pathways	75,000	10,000	85,000	20,775	345	63,880
16-6	Ops	CI	Edwidge Woldson Park Restroom	15,000	22,000	37,000	-	-	37,000
16-8	Ops	CI	Historic Rock Repair - Rockwood Boulevard	40,000	(25,000)	15,000	-	-	15,000
16-9	Ops	CI	Building Security	40,000	(10,000)	30,000	880	-	29,120
16-10	Ops	PR	Manito Park Roof Replacements	75,000	(1,000)	74,000	-	74,831	(831)
16-11	Ops	PM	Park System Lighting Upgrades	200,000	(180,221)	19,779	5,140	14,408	232
16-11.1	Ops	PM	Park Lighting Upgrade - Franklin Park		117,667	117,667	92,470	13,688	11,510
16-11.2	Ops	PM	Park Lighting Upgrade - Rochester Heights Park		19,000	19,000	-	18,914	86
16-11.3	Ops	PM	Park Lighting Upgrade - Shadle Park		14,000	14,000	-	-	14,000
16-11.4	Ops	PM	Park Lighting Upgrade - Sky Prairie		15,000	15,000	-	-	15,000
16-12	Ops	PR	Playground Replacements	90,000		90,000	77,512	21,980	(9,492)
16-13	Ops	CI	Park Irrigation	30,000		30,000	17,394	26,924	(14,317)
16-14	Ops	PR	Roof Replacement - Manito Restroom	30,000	33,233	63,233	33,544	-	29,689
16-16	Rec	CI	Corbin Art Center Improvements	30,000		30,000	-	-	30,000
16-17	Rec	PM	Aquatic Repairs - Major	35,000	52,216	87,216	57,942	48,133	(18,859)
16-17.1	Rec	PM	Witter Pool Deck	455,521		455,521	295,674	159,847	0
16-18	Rec	CI	Franklin Sports Complex Rennovations	50,000	(19,000)	31,000	30,354	-	646
16-19	Rec	CI	Shade/Safety Structures - Merkel & Franklin	50,000	(30,000)	20,000	-	-	20,000
16-20	Rec	CI	Youth Baseball Field Improvements	55,000	(16,772)	38,228	28,145	-	10,083
16-22.2	RFP	O	Rotary Fountain Upgrade/Maintenance		85,000	85,000	-	-	85,000
16-22.4	RFP	O	Erosion Trails - Emergency Project		23,818	23,818	-	25,000	(1,182)
16-23	UF	CI	Finch Arboretum Road/Bridge Improvements	85,000		85,000	30,570	11,230	43,200
16-24	UF	CI	Woodland Center Energy Improvements	125,000	(55,000)	70,000	28,518	19,755	21,728
16-24.1	UF	CI	Woodland Center Restrooms		55,000	55,000	-	55,000	-
16-25	Grant	PM	Mirror Pond	225,000		225,000	4,100	175,528	45,372
16-36	RFP	O	RFP Electrical Routing & Install		73,557	73,557	-	37,660	35,897
16-37	Rec	NC	Youth Baseball Fencing/Gates	60,000	1,000	61,000	-	61,671	(671)
16-38	RFP	O	RFP Barricades	18,000	(9,000)	9,000	1,494	-	7,506
16-39	RFP	NC	Portable Bartending	12,000	5,000	17,000	-	16,173	827
16-40	Ops	NC	Vegetation Screening	50,000		50,000	-	-	50,000
16-41	Ops	NC	Shadle Park Stage	40,000	29,000	69,000	-	-	69,000
16-42	All	CI	Parks Improvements - Sidewalks	220,000	(10,000)	210,000	-	191,298	18,702
Wind-1	Ops	CI	Byrne Park Restroom		12,220	12,220	3,000	-	9,220
Wind-2	Hort	CI	Manito Park Equipment Barn Chimney Repair		32,780	32,780	-	32,780	-
16-43	Rec	NC	Merkel Outfield Safety Net		35,000	35,000	-	31,000	4,000
16-44	Rec	NC	Peaceful Valley Futsal Court		77,000	77,000	-	74,460	2,541
2015 - Rollover Projects in Progress									
15-7.1	Ops	CI	Replace Interpretive Sign - Indian Canyon Park		2,000	2,000	-	2,527	(527)
15-13	Hort	CI	Mirror Pond Shoreline Improvements		16,468	16,468	7,613	8,856	-
15-36	Grant	CI	Finch Arboretum Streambank	140,000	18,233	158,233	14,929	7,500	135,804
15-37	Adm	NC	Wheels Park		148,130	148,130	-	-	148,130
15-60.1	Rec	NC	Merkel BMX Gate Installation		10,000	10,000	-	-	10,000
2015 Rollover Projects Outstanding									
15-55	Hort	CI	Moore Turner Gardens Repairs		10,000	10,000	6,821	2,636	543
15-7.7	Ops	PM	Shadle Park Ampitheatre Demo		8,717	8,717	6,273	-	2,444
Complete									
16-1	Adm	O	Project Management - System Wide	25,000	(25,000)	-	-	-	-
16-2	Adm	CI	Minor Projects	50,000	(50,000)	-	-	-	-
16-2.1	Ops	CI	Boulders - Numerous Park Locations		3,913	3,913	3,913	-	(0)
16-2.2	Adm	CI	Vetran's Court Sign & Install		1,476	1,476	1,475	-	1
16-2.3	Adm	CI	Coeur d'Alene Park Overlook Signs		3,514	3,514	3,513	-	1
16-2.6	Ops	CI	Centennial Trail Access Gate		2,115	2,115	2,114	-	1
16-2.7	Ops	CI	Comstock Park Bench		1,120	1,120	1,120	-	0
16-7	Rec	PM	Corbin Tennis Courts	60,000	(51,628)	8,372	6,625	-	1,747
16-21	Rec	PR	Synthetic Turf Replacement - Transferred to Reserve	62,500	(62,500)	-	-	-	-
16-22	RFP	O	RFP Misc. Non-Bond Approved Projects	82,500	(82,500)	-	-	-	-
16-22.1	RFP	NC	Forklift		23,149	23,149	23,148	-	1
16-22.3	RFP	O	Security Control Upgrade		5,333	5,333	5,333	-	0
15-3	Grant	CI	Friends of Manito Projects		2,725	2,725	2,725	-	-

15-7.6	Ops	CI	Comstock Park Irrigation Improvements	1,689	1,689	1,689	-	0
15-16	Ops	NC	Recycling Equipment Install	3,153	3,153	3,152	-	1
15-25.1	Ops	NC	Sky Prairie Speed Bumps	2,442	2,442	2,666	-	(224)
15-40	Rec	PR	SE Complex Park Plan	5,582	5,582	5,026	-	556
15-48	UF	PR	Woodland Center Roof Replacement	28,427	28,427	28,427	-	0
15-60	Rec	NC	Merkel BMX Starting Gate	24,361	24,361	26,272	-	(1,911)
15-60.2	Rec	NC	Merkel BMX Ramp	9,062	9,062	9,062	-	0
15-61	RFP	PR	Riverfront Park Security Radios	10,507	10,507	10,507	-	-

<b>Misc.</b>								
Minor & Comm. Dev. Projects & Reimbursements				2,470	2,470	(38,618)	-	-
Capitalized Software				349	349	349	-	0

<b>Total Park Fund</b>				<b>\$ 3,331,521</b>	<b>\$ 473,372</b>	<b>\$ 3,804,893</b>	<b>\$ 886,478</b>	<b>\$ 1,175,540</b>	<b>\$ 1,701,788</b>
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Proj. #	Dept.	Type	Project Description	2016 Plan	2015 Rollover	Total Plan	Actual	Encumb.	Remaining
<b>Park Cumulative Reserve Fund</b>									
<b>Current</b>									
16-26	All	PR	Vehicle & Equipment Replacements	\$ 450,000	\$ 261,304	\$ 711,304	\$ 345,179	\$ 114,061	\$ 252,064
16-27	All	PR	Computer Hardware/Software Replacements	81,000		81,000	38,651	4,661	37,687
16-28	RFP	PR	Skyride Major Maintenance	60,200		60,200	-	-	60,200
16-29	Ops	O	Conservation Futures	20,000		20,000	20,000	-	-
n/a	All	O	Land Acquisition & Misc. Capital	10,000		10,000	7,948	-	2,052
<b>Total Park Cumulative Reserve</b>				<b>\$ 621,200</b>	<b>\$ 309,104</b>	<b>\$ 920,304</b>	<b>\$ 403,830</b>	<b>\$ 118,722</b>	<b>\$ 397,751</b>

Proj. #	Dept.	Type	Project Description	2015 Rollover	2015 Rollover	Total Plan	Actual	Encumb.	Remaining
<b>2008 PARK BOND FUND</b>									
<b>Complete</b>									
15-14	Ops	PR	Peaceful Valley Sports Court	\$ 1,830		\$ 1,830	\$ 1,830	\$ -	\$ (0)
15-21	Rec	CI	Franklin Sports Complex Rennovations - Backstop	6,913		6,913	6,913	-	-
15-23	Rec	CI	Merkel Lighting Upgrade	1,350		1,350	1,350	-	-
15-25	Rec	CI	SE Complex Shade/Safety - Merkel & Franklin	11,971		11,971	11,971	-	-
15-25.1	Rec	NC	Sky Prairie Speed Bumps	7,570		7,570	7,570	-	(0)
15-26	Rec	CI	Sports Field/Franklin Lighting Upgrade	191,409		191,409	191,409	-	0
15-47	Rec	CI	Merkel Parking Lot Safety Improvements	53,390		53,390	53,390	-	-
15-51	Rec	CI	Harmon Park Lighting Upgrade	6,307		6,307	6,307	-	-
15-334	Ops	PR	Play Equipment Replacement and Surfacing	57,410		57,410	57,410	-	-
<b>Total 2008 Park Bond Fund</b>				<b>\$ 338,150</b>	<b>\$ -</b>	<b>\$ 338,150</b>	<b>\$ 338,150</b>	<b>\$ -</b>	<b>\$ 0</b>

Proj. #	Dept.	Type	Project Description	2016 Plan	2015 Rollover	Total Plan	Actual	Encumb.	Remaining
<b>Golf Fund</b>									
<b>Current</b>									
16-30	All	CI	Clubhouse Partial Remodel and HVAC	\$ 25,000		\$ 25,000	\$ 3,590	\$ 777	\$ 20,633
16-31	All	PM	Facilities Major Rennovations	25,000	9,300	34,300	34,619	1,201	(1,520)
16-32	All	PR	Mower Replacements	74,000	(9,300)	64,700	63,064	-	1,636
16-33	All	PR	Wide-Area Mower	75,000		75,000	-	-	75,000
16-34	All	O	5-Year Strategic Plan Consulting Services		33,000	33,000	-	-	33,000
16-35	Ind. C.	CI	Clubhouse/Flooring Improvements		35,000	35,000	4,132	-	30,868
<b>Complete</b>									
15-57	Ind. C.	CI	Indian Canyon - Building Improvements	-	21,247	21,247	21,247	-	(0)
15-58	Ind. C.	CI	Indian Canyon - Nonbuilding/Misc. Improvements	-	26,424	26,424	26,012	-	412
<b>Total Golf Fund</b>				<b>\$ 199,000</b>	<b>\$ 115,671</b>	<b>\$ 314,671</b>	<b>\$ 152,663</b>	<b>\$ 1,978</b>	<b>\$ 160,030</b>
<b>Total Capital Project and Replacement Plan</b>				<b>\$ 4,489,871</b>	<b>\$ 898,147</b>	<b>\$ 5,378,019</b>	<b>\$ 1,781,121</b>	<b>\$ 1,296,240</b>	<b>\$ 2,259,570</b>

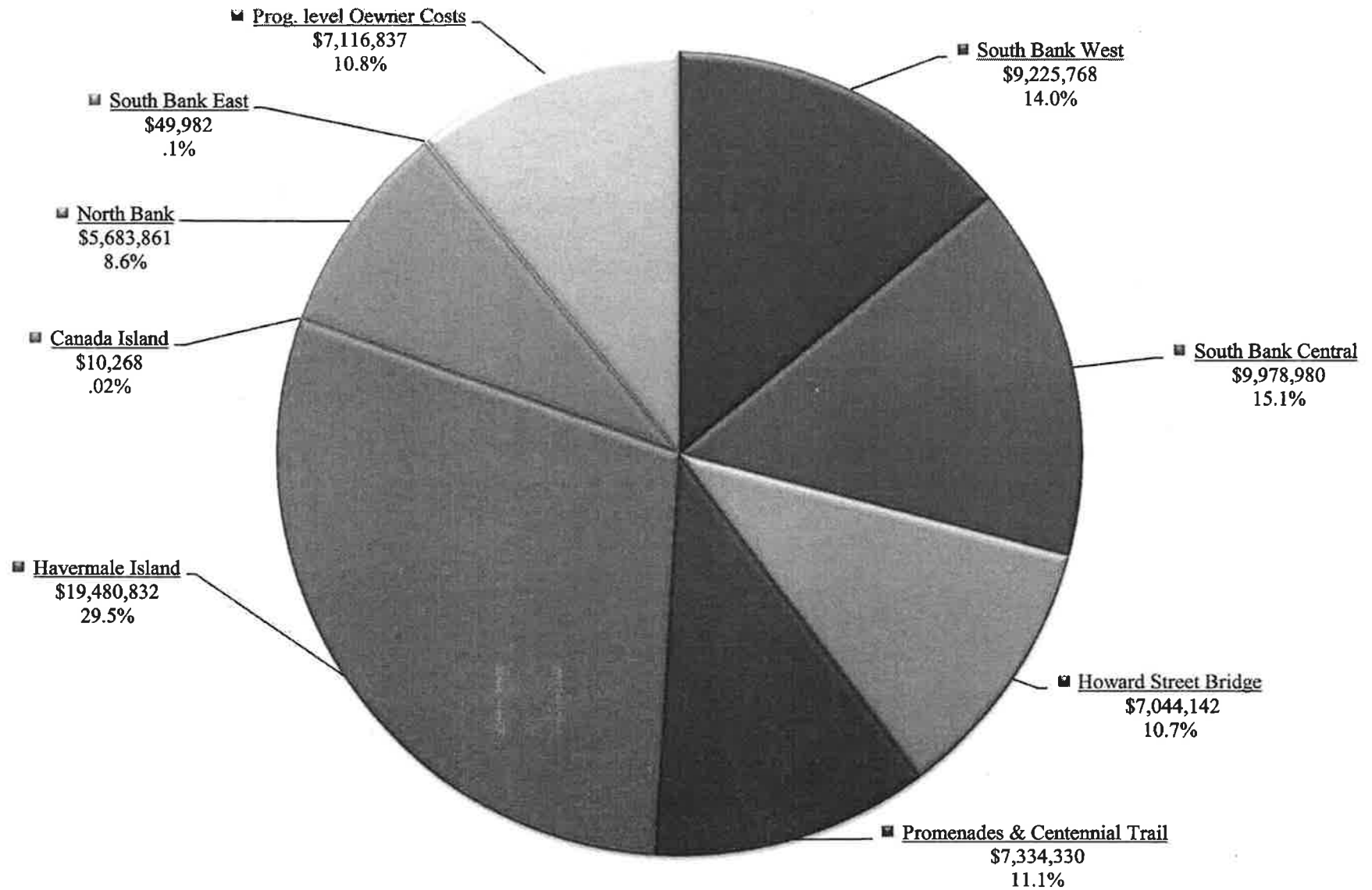
CI	CAPITAL IMPROVEMENT
PM	PLANNED MAJOR MAINTENANCE
PR	PLANNED REPLACEMENT
O	OTHER
NC	NEW CAPITAL

**Riverfront Park Capital Redevelopment Bond**  
**Geographical Projects Summary**  
January 1, 2015 through December 31 (Preliminary), 2016

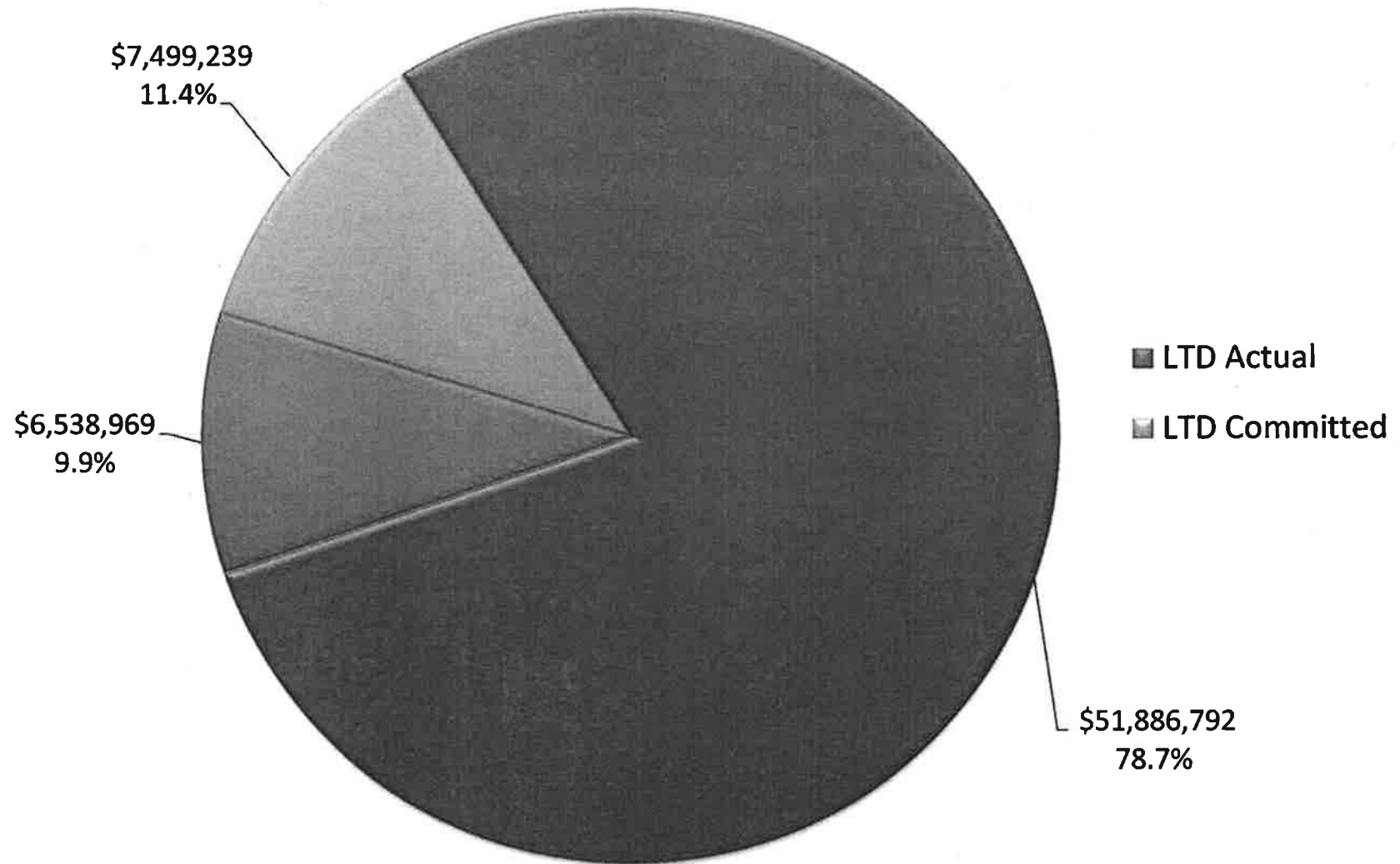
	<b>Adopted Budget</b>	<b>Spent to Date</b>	<b>Committed</b>	<b>Available Budget</b>
1 South Bank West (Rec. Rink, Rink/Skyride Facility)	\$ 9,225,768	\$ 944,026	\$ 416,588	\$ 7,865,154
2 South Bank Central (Looff Carrousel)	9,978,980	509,143	523,828	8,946,010
3 Howard St. South Channel Bridge	7,044,142	2,099,873	3,959,012	985,256
4 Promenades & Centennial Trail	7,334,330	21,755	442,000	6,870,575
5 Havermale Island	19,480,832	33,638	262,100	19,185,093
6 Canada Island	10,268	-	10,268	0
7 North Bank	5,683,861	91,366	33,442	5,559,053
8 South Bank East	49,982	49,982	-	0
9 Program-Level Owner Costs	7,116,837	2,789,186	1,852,001	2,475,650
<b>Total Ending Balances:</b>	<b>\$ 65,925,000</b>	<b>\$ 6,538,970</b>	<b>\$ 7,499,240</b>	<b>\$ 51,886,790</b>

Note: Does not include the \$6,793,400 construction contract approved by the Park Board for the Recreational Rink/Skyride Facility which was approved at the November, 2016 meeting.

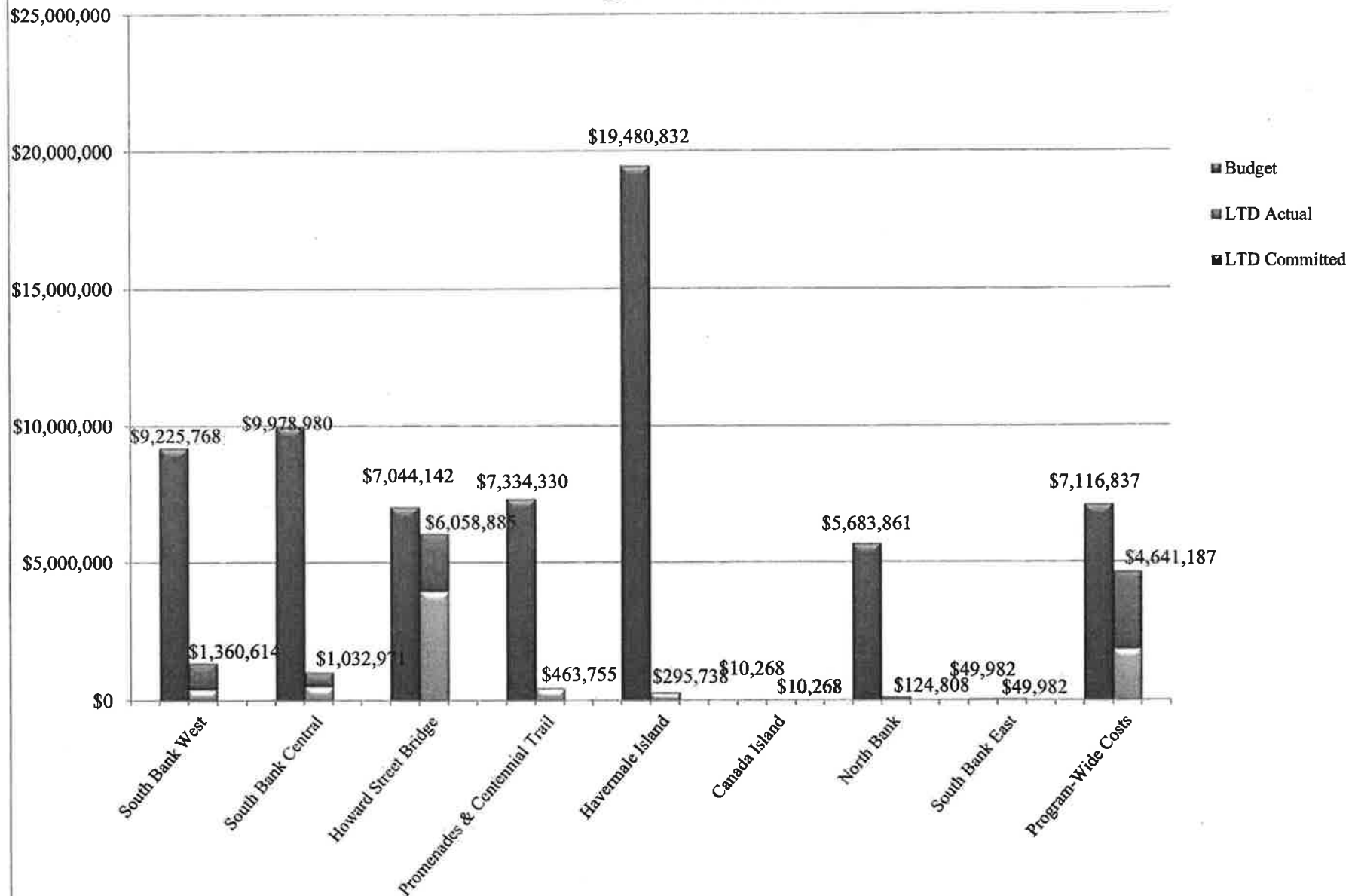
## Budget by Project



## Budget Utilization Through December 2016



## Comparison of Budget to Actual and Committed Expenditures December 2016



# Information Technology Projects

## Status Report January 10, 2017

### Golf Software:

- Club Prophet Software will be upgraded beginning late January as a function of annual maintenance, in advance of the 2017 golf season.

### Capital Program Software:

- Software vendor PMWeb has been selected to provide a capital program software solution to the City. Contract was approved by Council. A kick-off meeting between Vendor and City is scheduled for late January/early February.

### Board Member Computers/e-mail accounts/file storage:

City of Spokane Park Board Member e-mail accounts automatically expire every 3-months. Passwords must be reset, before the date they expire. Expiration dates are being tracked to provide the Board appropriate notification. **Board action required this month (See attachments)**

### Urban Forestry Tree Permits:

- Urban Forestry waiting to implement the Accela software. Permits are now available for use in Accela, including the ability to use mobile devices to manage inspections. Remaining tasks to utilize this software include:
  - Implementation of on-line application form
  - Communication and training with certified arborists about using the on-line application
- Target for substantial completion is winter 2017.

### Replacement system for Class Software:

- IT is currently recruiting a continuous improvement project employee with both a background in IT/park software to lead the implementation of a new point of sale system. Chief Innovation and Technology Officer (CITO) has verbally committed to the Parks Director this is a top priority for his team.

Chris 1/01/17

Lauren 12/22/16

Nick 2/20/17

Ross 2/15/17

Susan 2/6/17

Ted 8/29/16

Greta 3/7/17

Rick 4/5/17

If your password has expired, you will need to call the Help Desk 625-6460 for assistance to reset.

Please go to <https://owa.spokanecity.org>

Login using your email address and password.

Microsoft

Outlook Web App

Security ( [show explanation](#) )

☒ This is a public or shared computer

☐ This is a private computer

☐ Use the light version of Outlook Web App

E-mail address:

Password:

Sign in

Connected to Microsoft Exchange

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Top right corner is the options tab. Click the pull down and click "Change your password"



Type your old password and enter the new password twice and click SAVE. Your new password must meet the same requirements as the old one (at least 3 of the following: UPPERCASE, lowercase, character and/or number). You cannot use a password you've used before (last 10 are stored) and you cannot include your name in the password.

A screenshot of the Outlook Web App 'Change Password' form. The form is titled 'Change Password' and includes instructions: 'Enter your current password, type a new password, and then type it again to confirm it.' and 'After saving, you might need to re-enter your user name and password and sign in again. You'll be notified when your password has been changed successfully.' The form fields are: 'Domain\user name:' with the value 'SPOKANECITY\szalewski', 'Current password:', 'New password:', and 'Confirm new password:'. There is a 'Save' button at the bottom right. The left sidebar shows navigation links: 'Account', 'Organize E-mail', 'Groups', 'Settings', 'Phone', and 'Block or Allow'. The top navigation bar includes links for 'Mail', 'Calendar', 'Contacts', 'Sent Items', 'Regional', 'Password', and 'SPOKANE'.