

Committee Members: X Chris Wright – Chair

X Gilman, Greta X Gerry Sperling

Special Meeting of the Spokane Park Board Finance Committee Minutes

3 p.m. Tuesday, Nov. 6, 2018 City Conference Room Lobby – Tribal, first floor City Hall 808 W. Spokane Falls Blvd., Spokane, Washington Parks & Recreation Finance/Budget Director Mark Buening

Parks Staff:

X Leroy Eadie X Mark Buening X Megan Qureshi X Jason Conley X Angel Spell X Fianna Dickson X Jennifer Papich X Jonathan Moog X Al Vorderbrueggen X Garrett Jones

Guests:

X Rick Romero X Pat Dalton X Sam Faggiano

SUMMARY

- 1. Upon calling the meeting to order, the committee adjourned the regular meeting for an executive session to discuss potential litigation.
- 2. The committee approved to recommend the Park Board accept the following:
 - North bank land acquisition resolution
 - 2019 budget amendment
 - Desautel Hege 2019 contract extension (\$179,000)
- 3. The October financials were presented by Mark Buening who reviewed each operating division.
- 4. Golf SIP update was presented by Jason Conley.

The next regularly scheduled meeting is 3 p.m. Dec. 11, 2018, in the **City Conference Room Lobby** – **Tribal, first floor City Hall.**

MINUTES

The meeting was called to order at 3 p.m. by Chair Chris Wright.

Executive Session: Chris Wright adjourned the regular meeting for an executive session to discuss potential litigation.

Action Items:

1. <u>North bank land acquisition resolution</u> – *Garrett Jones* presented the proposed north bank land acquisition resolution. *Chris Wright* and *Greta Gilman* requested item number 3 be stricken from the Now, therefore section of the resolution reading: "Parks will transfer (lease or otherwise) Park-owned property on the North Bank to the Public Facilities District for site acquisition needs for the SportsPlex."

<u>Motion #1</u>: Chris Wright moved to recommend the Park Board approve the north bank land acquisition resolution with the noted language omission.

Gerry Sperling seconded. The motion carried unanimously (3-0 vote).

2. <u>2019 budget amendment</u> – *Mark Buening* presented the proposed 2019 budget amendment. Due to centralized changes in salaries, benefit assumption calculations and allocations of interfund charges after the Park Board approved the 2019 Parks budget Oct. 11. Mr. Buening explained these adjustments require an increase in expenditure authority of \$116,352. If this amendment is approved by the Park Board, the amended 2019 budget will come before City Council for consideration. *Leroy Eadie* explained this substantial shift in the budget will be managed through position vacancies scheduled throughout the year. The committee requested city Director of Management and Budget Crystal Marchand to attend the Nov. 8 Park Board meeting to provide detailed information relating to the interfund allocations.

<u>Motion #2</u>: Chris Wright moved to recommend the Park Board approve the 2019 budget amendment as presented and to direct staff to request Crystal Marchand to attend the Nov. 8 Park Board meeting to provide further clarification relating to interfund allocations.

Greta Gilman seconded.

The motion carried unanimously (3-0 vote).

3. <u>Desautel Hege 2019 contract extension (\$179,000)</u> – *Fianna Dickson* presented the proposed Desautel Hege (DH) contract extension in the amount of \$179,000. Extension terms in the 2016 contract specify the agreement may be extended for four additional one-year terms subject to mutual agreement, with the total term of the contract not to exceed five years. Allocation breakdown of the \$179,000 total ask for 2019 includes: 1) \$142,000 – Parks and Recreation; 2) \$32,000 – Golf; and 3) \$5,000 – Riverfront Park bond. Ms. Dickson explained there would be no change in scope of work for next year.

<u>Motion #3</u>: Chris Wright moved to recommend the Park Board approve the Desautel Hege contract extension in the amount of \$179,000.

Greta Gilman seconded. The motion carried unanimously (3-0 vote).

Standing reports:

1. October financials – Mark Buening presented the October financials. The following year-todate comparisons were presented: 1) Urban Forestry – status quo with a decrease of \$46,788 in revenue; 2) Recreation – experienced a \$186,333 decrease in revenues largely due to the implementation of the Free Swim program; and total expenditures decreased approximately \$450,000 from last year; 3) Riverfront Park – revenues are up more than \$1.15 million but expenditures increased approximately \$800,000; 4) Operations – total expenditures are slightly down and revenues are up almost \$67,000; 5) Administration – no notable change in revenues and operating expenditures have increased approximately \$1.1 million due to increased staffing and start-up costs at Riverfront Park; 6) Parks Fund – revenues are up about \$1.28 million and total expenditures are up a little more than 14% over last year; 7) Golf Fund – revenues are up approximately 9.0% and expenditures are down 6.6%; and 8) Fund 1950 – no significant changes. Of the \$68.06 million Riverfront Park Bond, \$32.11 million have been expended and \$20.55 million committed, leaving a \$15.4 million budget balance.

2. <u>Golf SIP update</u> – *Jason Conley* presented the Golf SIP loan update. The \$7.5 million are dedicated for capital improvements at the four golf courses for the next four years. Irrigation renovation is underway at Indian Canyon Golf Course. Five holes (holes #9 - #5) have been completed and the goal is to have nine holes finished by winter, weather permitting. The Indian Canyon Irrigation project is scheduled to be completed June 2019. The pump system drawings for Esmeralda Golf Course have been completed and the RTJ concept drawings are forthcoming.

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

- 1. Recreation centers annual contracts (\$647,773) Recreation
- 2. Walker Construction change order #12 (final)/Looff Carrousel (\$150,657) Riverfront Park
- Garco Construction change order #10/Pavilion and Promenade (\$250,713) Riverfront Park

Adjournment: Meeting adjourned at 4:35 p.m.

The next regularly scheduled meeting is 3 p.m. Dec. 11, 2018, in the **City Conference Room Lobby** – **Tribal, first floor City Hall.**

SPOKANE PARK BOARD

RESOLUTION

Whereas, the Parks Division, the City of Spokane, and the Public Facilities District have been working together to create an indoor sports facility (the "SportsPlex") on the North Bank of the Spokane River, and

Whereas, the SportsPlex will be owned and managed by the Public Facilities District and will host athletic competitions all year long, bringing citizens and tourists alike to Riverfront Park, thus increasing visits to the newly redeveloped Riverfront Park and attractions in the Park, and

Whereas, land previously purchased by the Parks Division located to the north of Riverfront Park and known as the North Bank property has been identified as essential for the SportsPlex, and

Whereas this land has never been used for Park purposes or as a City Park, and

Whereas, one parcel of this land contains a building commonly known as the Carnation Garage building, which building is not needed by Parks and is in need of expensive repair or demolition, and

Whereas, the Carnation Garage shares a common wall with a privately owned building to the east, making either repair or demolition of the Carnation Garage prohibitively expensive, and

Whereas, the Public Facilities District has identified both the Carnation Garage site and the adjacent privately-owned site as necessary for construction of the SportsPlex, and

Whereas, the owner of the privately held parcel has commenced a Building Official Review against the Parks Division, alleging, among other things, that the condition of the Carnation Garage was substandard requiring demolition and/or abatement, and

Whereas, resolution of the Building Official's Administrative Hearing process would be beneficial to Parks both in the short-term and the long-term, and

Whereas, the Public Facilities District has negotiated a reasonable purchase price of the parcel with the owner of the privately-owned site, which will allow construction of the SportsPlex to proceed, and

Whereas, demolition of both buildings is necessary for construction of the SportsPlex, and

Whereas, demolition of the Carnation Garage would remove a large financial obligation from Parks because the Garage would not have to be repaired, and

Whereas, Parks desires to support the Public Facilities District's acquisition of the privately-owned parcel because it furthers development of the SportsPlex at the same time as it removes a large financial liability from Parks, and

Whereas, Parks has identified \$650,000 to contribute toward the purchase of the privately owned parcel and the demolition of both buildings,

Now, therefore, the Park Board hereby resolves:

- 1. Parks will contribute to the Public Facilities District for property acquisition for the SportsPlex development and for building demolition up to \$650,000, as follows:
 - a. \$489,495 from the Park fund,
 - b. \$160,505 from North Bank Soil Mitigation Reserve Park Funds
- 2. Parks will partner with the City of Spokane and the Public Facilities District to manage and mitigate any demolition and environmental remediation (if any) on the site.

ADOPTED by the PARK BOARD this _____ day of November 2018.

Park Board President

Carnation Garage Building and Adjacent Property Funding Opportunities

Funding Options (Parks):

- \$463,676 Riverfront Park "Orange" Bridge Transfer Funds
- \$160,505 North Bank Soil Mitigation Funds
- \$25,819 Park Capital Funds

Total Funds Available: \$650,000

Background Information:

- Abatement work to the Carnation Garage was performed in 2017 for \$74,000
- Building Official Administrative Hearing on a Substandard Commercial Building was filed spring of 2018.
 - An engineering report was produced for selected demolition work (southeast portion of building), asbestos abatement, roof waterproofing and wall bracing.
 - Bids were received totaling \$204,731 to perform the work and mitigate the Building Official Finding.
- A full building demolition engineering report was produced and an estimate totaling between \$650k – 690K to perform the demo work.
 - Estimate included (assumed the adjacent private building and shared wall remained)
 - SE Corner Selective Demolition & Stabilization (already bid)
 - Remaining Demolition (includes abatement, demo & new structure as required)
 - Masonry repair to adjacent remaining structure
 - Contingency, monitoring and taxes

Letter of Intent with the Public Facilities District:

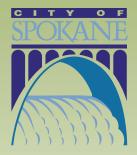
- Per LOI with the Public Facilities District dated January 11, 2018 Section 4-E:
 - E. Land acceptance. The City and/or Parks will assure that any City or Parks property, respectively, used for the Sportsplex or parking structure projects is clear of all liens, encumbrances and claims of title. The City and Parks shall retain responsibility for demolition of structures and for any environmental clean-up, as depicted on Exhibit B. The SPFD accepts all other properties used as the site for the Sportsplex "as is" and will assume responsibility for environmental mitigation, removal of structures or any other needs related to construction of the facility.



City of	Spokane - Par	ks & Recreation	on									
F	und 1400 F	Parks Fund										
2019 Proposed BudgetIndex and the second s												
		2018 Adopted	2018 Thru	2019 Original	2019	Revised 2019						
	2017 Actual			•		Budget						
Revenues												
General Fund Transfer	13,808,971	14,291,042	11,008,340	14,613,832		14,613,832						
Wastewater Utility Transfer	411,600	423,536	425,536	435,819		435,819						
All Other Program Revenue	3,121,517	5,844,266	3,095,882	5,863,170		5,863,170						
Grant Revenues	976,911	881,000	33,012	3,010,000		3,010,000						
Total Revenues	18,318,999	21,439,844	14,562,770	23,922,821		23,922,821						
ExpenditureCategories:												
Salaries & Wages	7,200,595	8,389,948	6,343,922	8,726,375	25,948	8,752,323						
Personnel Benefits	2,065,927	2,672,535	1,812,092	2,846,087	(112,963)	2,733,124						
Supplies	811,649	1,225,750	866,486	1,132,750		1,132,750						
Svcs. & Charges	4,177,267	3,678,164	2,715,866	3,868,451		3,868,451						
Intergovernmental Services	37,530	50,100	26,324	50,100		50,100						
Interfund Services	2,285,848	2,628,152	1,975,503	2,493,164	203,367	2,696,531						
Operating Transfers	385,004	340,005	494,593	340,005		340,005						
Reserve for Budget Adj.		252,856		235,000		235,000						
Capital Outlay	2,547,515	1,310,223	837,273	1,225,000		1,225,000						
Grant Expenditures		881,000	328,402	3,010,000		3,010,000						
Total Expenditures	19,511,335	21,428,733	15,400,461	23,926,932	116,352	24,043,284						
Net Revenues minus Expenditures	(1,192,336)	11,111	(837,691)	(4,111)	(116,352)	(120,463)						

Desautel Hege (DH) Communications Contract 2019 Extension

Fianna Dickson, Communications Manager





2019 DH Contract 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 2019

Allocating Budgeted Dollars

<u>Total requested contract amount: \$179,000:</u> (75% of total communication budget)

- \$142,000 Parks and Recreation (total budget: \$178,600)
- \$32,000 Golf Marketing (total budget: \$54,500)
- \$5,000 Riverfront Park Bond (total budget \$60,000/bond)

CONTRACT AMENDMENT/EXTENSION

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DIVISION, 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. <u>CONTRACT DOCUMENTS</u>. The Contract dated JANUARY 18, 2019 - DECEMBER 31, 2019, 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. <u>EFFECTIVE DATE</u>. This Contract Amendment/Extension shall become effective JANUARY 18, 2019.

3. <u>ADDITIONAL WORK</u>. The scope of work of the original Contract is amended to add the following:

[SCOPE OF WORK IDENTIFIED IN EXHIBIT A 2019].

4. <u>EXTENSION</u>. The contract documents are hereby extended and shall run through DECEMBER 31, 2019.

5. <u>**COMPENSATION.**</u> The City shall pay [NOT TO EXCEED ONE HUNDRED SEVENTY NINE THOUSAND DOLLARS AND NO/100 DOLLARS, (\$179,000) for everything furnished and done under this Contract Amendment/Extension.

DESAUTEL HEGE	CITY OF SPOKANE PARKS AND RECREATION DIVISION:
By:(signature)	By:(<i>Director</i>)
Print Name:	Date:
Title:	
Date:	

ATTEST:	APPROVED:
City Clerk	Assistant City Attorney
DATE:	

Attachments that are part of this Contract Extension:

CURRENT CERTIFICATE OF LIABILITY INSURANCE CURRENT LEGAL ENTITY REGISTRATION CURRENT BUSINESS LICENSE 2019 SCOPE OF WORK

City of Spokane

CONSULTANT AGREEMENT

Title: 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 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 "<u>Incidental</u>" 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 affect 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:

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT 5 th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, W A 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: Fianna Dickson
 (Please do not put name in the address portion of the invoice) Department Contract No. OPR # Contract Title: 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 [<i>if needed</i>] (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).
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	Firm Contact Name:
<mark>Spokane</mark>	DESAUTEL HEGE COMMUNICATIONS (DH)
5 th Floor – City Hall	315 West Riverside Avenue, Suite 200
808 West Spokane Falls Boulevard	Spokane, Washington 99201
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 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 provision sof 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 OMMISSIONS, 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 <u>not redact (black out)</u> 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.
- 1. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the 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	CITY OF SPO	KANE
By	By	
Signature Date	Signature	Date
Type or Print Name	Type or Print Name	
Title	Title	
Attest:	Approved as to form:	
City Clerk	Assistant City Attorney	
Attachments : Exhibit A – Consultant's Scope of Work 6-402		

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EXHIBIT A: CITY OF SPOKANE PARKS & RECREATION DIVISION & RIVERFRONT PARK REDEVELOPMENT 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 communication and public outreach to support Riverfront Park Redevelopment.
 Parks and Recreation – Assist in the development of comprehensive communication campaigns to support

Parks and Recreation – Assist in the development of comprehensive 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.

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) <u>RESEARCH:</u> \$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 in engagement outreach
 - iii. Deliverables:
 - i. Key findings research report
 - ii. Recommendations for additional research, if applicable
 - iv. Timeline: Q1 2016
 - v. Cost: \$3500
 - vi. Deliverables:
 - i. Research strategy memo
 - ii. Key findings & research report
 - vii. Timeline will be dependent on identified research needs
 - 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 communication plan; including:
 - i. Goals and objectives
 - ii. Audience considerations

- iii. Strategies and tactics
- iv. Timeline
- v. Deliverable: comprehensive 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. 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 communication tactics will be identified in communication plan.
- b. DH shall develop quarterly plans that outline strategic priority factics with associated costs to implement for that quarter.
- c. Tactics may include:
 - i. Development of strategic communication and outreach campaign(s)
 - ii. Shooting and editing of videos
 - iii. Development of graphics, and other creative elements
 - iv. Development of strategic advertising campaign(s) for Parks and Recreation Division featured programs
 - v. Marketing campaign creative development to promote major programs and events, such as Aquatics season, Sports, etc.
 - vi. Shooting and editing of videos for Parks and Recreation Division, such as commercials, promotional videos
 - vii. Assist City staff in professional photography (primarily focused on, but not limited to: Golf, Aquatics, Sports, Outdoor Recreation, various City parks.
 - 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.
 - 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 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

CITY OF SPOKANE PARKS & RECREATION DIVISION Communication and Outreach Services – Desautel Hege January 18, 2019 – December 31, 2019

SCOPE OF WORK OVERVIEW

The scope of this contract includes assistance in development and implementation of strategic communication 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 strategies. The Consultant shall provide formal reports to City staff, and to the Park Board as requested.

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

Communication and outreach services beginning January 18, 2019 and running through December 31, 2019, which may be extended for one (1) 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 Seventy Nine Thousand dollars and no cents (\$179,000.00), which includes all Consultant fees and all expenses related to fulfilling entire Scope of Work.

DETAILED SCOPE OF WORK

1) **PLANNING**: \$10,000

- 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 2019
- b. Frequent meetings and account management
 - i. DH team members will facilitate frequent meetings.
 - ii. Timeline: monthly, ongoing.

2) **IMPLEMENTATION**: \$167,000

- 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%).
- d. Deliverables: Quarterly strategy implementation reports and applicable tactics.
- e. Cost and timeline will be outlined in quarterly plans, but will not exceed \$167,000.

3) MEASUREMENT: \$2,000

- 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. Earned media coverage tracking
 - c. Attendance tracking at events
 - ii. Deliverable: quarterly and annual reports of marketing efforts and results to City staff
 - iii. Timeline: Q4 2019

City of Spokane - Parks & Recreation Urban Forestry Financial Report <u>October 2018</u>

	Mo	nthl	y Compar	1					Year-to-Da	te C	ompariso								
	201	8 Current																2018 YTD	
	A	dopted							17 - 2018								% of	% of	
		Annual		.8 Budget	 7 October	20:	18 October		Monthly		2016	2017		2018	2017 - 2018		Annual	Annual	
_	E	Budget	6	Balance	 Actual		Actual	D	ifference	Y	TD Actual	TD Actual	1	TD Actual	YTD	Difference	Budget	Budget	Change in %
Revenue:																			
Program Revenue	6	104,000		86,356	4,742		4,472	\$	(270)		64,621	72,827		17,644	\$	(55,183)	134.9%	17.0%	-117.90%
General Fund Transfer		66,000		× 1				\$			66,000	66,000		66,000	\$		100.0%	100.0%	
Grants Receivable		10,000		(630)	2,235		•	\$	(2,235)		117,060	2,235		10,630	\$	8,395	22.4%	106.3%	83.95%
TOTAL REVENUE:	\$	180,000	\$	85,726	\$ 6,977	\$	4,472	\$	(2,505)		247,681	141,062	\$	94,274	\$	(46,788)	108.5%	52.4%	-56.14%
Expenditures:		*																	
Salaries and Wages		443,337		116,625	30,216		28,385	\$	1,831		298,631	336,060		326,712	\$	9,348	83.1%	73.7%	-9.43%
Personnel Benefits		155,639		54,116	9,236		9,208	\$	28		77,077	92,377		101,523	\$	(9,147)	73.4%	65.2%	-8.14%
Supplies		33,050		5,867	12,959		4,377	\$	8,582	Ľ	24,456	28,388		27,183	\$	1,206	91.9%	82.2%	-9.62%
Services and Charges		224,753		50,623	25,038		18,231	\$	6,807		87,928	108,828		174,130	\$	(65,302)	42.5%	77.5%	34.97%
Interdepartment Svcs		23,800		22,999				\$			(•)	5		801	\$	(801)		3.4%	3.37%
Intergovernment Svcs		2		2	4		1	\$	-		×	2		¥	\$	4			
Subtotal Op. Exp.	\$	880,579	\$	250,229	\$ 77,449	\$	60,201	\$	17,248		488,093	565,653	\$	630,350	\$	(64,697)	69.2%	71.6%	2.43%
Capital Outlay		92,341		89,557	3		-	\$	÷.		89,342	94,570		2,784	\$	91,786	47.2%	3.0%	-44.15%
Transfers Out		2,641			2,641			\$	2,641		8,000	2,641		2,641	\$	*	100.0%	100.0%	
TOTAL EXPENDITURES:	\$	975,561	\$	339,786	\$ 80,090	\$	60,201				585,435	662,864	\$	635,775			64.9%	65.2%	0.25%
0	\$	(795,561)			\$ (73,113)	\$	(55,729)			\$	(337,754) \$	(521,802)	\$	(541,501)					
(Rev. less Exp.)																			

City of Spokane - Parks & Recreation

Recreation

Financial Report

October 2018

			Мо	nthly Compa	rison			Year-to-Dat	te Comparisoi	i	of % of ual Annual Change get Budget % 1.2% 84.5% -16.7 3.2% 3.1 3.3% 58.6% -9.7 5.8% 110.7% 3.8 2.0% 103.5% 1.5				
	2018 Current									2017 YTD	2018 YTD				
	Adopted				2017 - 2	018				% of	% of				
	Annual	2018 Budget	2017 October	2018 October	Montł	·	2017	2018	2017 - 2018	Annual		Change in			
	Budget	Balance	Actual	Actual	Differe	nce YTD Actu	al YTD Actual	YTD Actual	YTD Difference	Budget	Budget	%			
Revenue:															
Program Revenue	1,500,000	233,052	83,512	85,078	\$ 1	.,566 1,402,1	58 1,475,663	1,266,948	\$ (208,715)	101.2%	84.5%	-16.71%			
General Fund Transfer		*	-	-	\$	940 I 39	e (**)	-	\$ -						
Grants Receivable	701,000	678,618	8	-	\$		š (*	22,382	\$ 22,382		3.2%	3.19%			
TOTAL REVENUE:	\$ 2,201,000	\$ 911,670	\$ 83,512	\$ 85,078	\$ 1	.,566 1,402,1	58 1,475,663	\$ 1,289,330	\$ (186,333)	68.3%	58.6%	-9.75%			
	+ _,,	+,	¢ 00,011	¢ 00,070	• -	.,	2,110,000	¢ 1,205,000	¢ (100,000)	00.070	50.070	517570			
Expenditures:															
Salaries and Wages	1,237,494	(131,820)	74,918	93,868	\$ (18	,950) 1,197,1	03 1,363,716	1,369,314	\$ (5,598)	106.8%	110.7%	3.83%			
Personnel Benefits	258,227	(9,129)	20,695	23,822	\$ (3	,127) 258,0	54 264,539	267,356	\$ (2,817)	102.0%	103.5%	1.54%			
Supplies	297,224	23,176	13,816	18,957	\$ (5	,140) 281,8	53 276,134	274,048	\$ 2,086	90.3%	92.2%	1.90%			
Services and Charges	1,366,812	228,005	194,094	189,184	\$ 4	,910 1,126,9	33 1,194,560	1,138,807	\$ 55,753	86.2%	83.3%	-2.88%			
Interdepartment Svcs	16,950	(2,869)	-	3,366	\$ (3	,366) 9,5	07	19,819	\$ (19,819)		116.9%	116.93%			
Intergovernment Svcs	5,200	1,134	458	397	\$	61 7	21 3,636	4,066	\$ (430)	69.9%	78.2%	8.26%			
Subtotal Op. Exp.	\$ 3,181,907	\$ 108,496	\$ 303,982	\$ 329,594	\$ (25	,612) 2,874,1	71 3,102,586	\$ 3,073,411	\$ 29,175	96.0%	96.6%	0.62%			
Capital Outlay	994,354	753,115	375,388	2	\$ 375	,388 146,6	30 662,742	241,239	\$ 421,503	55.3%	24.3%	-31.07%			
Transfers Out	15,513	5 9 5	15,513		\$ 15	,513 70,5	00 15,513	15,513	\$	100.0%	100.0%				
TOTAL EXPENDITURES:	\$ 4,191,774	\$ 861,611	\$ 694,883	\$ 329,594	ς.	3,091,3	00 3,780,841	\$ 3,330,163		85.0%	79.4%	-5.59%			
Total Funding: (Rev. Jess Exp.)	\$ (1,990,774)		\$ (611,371)	\$ (244,517)		\$ (1,689,1	42) \$ (2,305,177) \$ (2,040,833)							

City of Spokane - Parks & Recreation Riverfront Park Financial Report October 2018

Ē			Mo	nthly Compai			Year-to-Dat	te Comparisor	1			
ſ	2018 Current										2018 YTD	
	Adopted				2017 - 2018					% of	% of	
	Annual	2018 Budget	2017 October	2018 October	Monthly	2016	2017	2018	2017 - 2018	Annual	Annual	Change in
	Budget	Balance	Actual	Actual	Difference	YTD Actual	YTD Actual	YTD Actual	YTD Difference	Budget	Budget	%
Revenue:												
Program Revenue	3,267,000	1,380,083	83,325	160,221	\$ 76,89	2,737,217	740,089	1,886,917	\$ 1,146,828	70.7%	57.8%	-12.93%
General Fund Transfer	-	-		20	\$ =	242	220	÷:	\$ ≆		:6	
Grants Receivable	5	5	÷.	<i>ت</i> اريخ	\$	974	071	2	\$			
TOTAL REVENUE:	\$ 3,267,000	\$ 1,380,083	\$ 83,325	\$ 160,221	\$ 76,89	2,737,217	740,089	\$ 1,886,917	\$ 1,146,828	70.7%	57.8%	-12.93%
Expenditures:												
Salaries and Wages	1,964,070	563,908	77,934	130,754	\$ (52,82	1,336,384	847,273	1,400,162	\$ (552,889)	113.7%	71.3%	-42.38%
Personnel Benefits	556,726	224,573	21,343	32,684	\$ (11,34	283,019	239,557	332,153	\$ (92,595)	62.0%	59.7%	-2.33%
Supplies	564,244	152,810	20,392	43,877	\$ (23,48	5) 298,137	125,996	411,434	\$ (285,438)	60.2%	72.9%	12.70%
Services and Charges	581,288	192,193	32,892	63,470	\$ (30,57	3) 592,745	392,811	389,095	\$ 3,716	86.4%	66.9%	-19.42%
Interdepartment Svcs	-	÷	-	-	\$		(1 =)		\$ +			
Intergovernment Svcs	33,400	15,987	1,027	2,049	\$ (1,02)	27,641	11,592	17,413	\$ (5,822)	108.3%	52.1%	-56.20%
Subtotal Op. Exp.	\$ 3,699,728	\$ 1,149,471	\$ 153,587	\$ 272,834	\$ (119,24	3) 2,537,926	1,617,229	\$ 2,550,257	\$ (933,028)	89.5%	68.9%	-20.58%
Capital Outlay	216,344	209,265	9,840	30,823	\$ (20,984	41,802	133,289	7,079	\$ 126,209	65.0%	3.3%	-61.72%
Transfers Out	238,130	118,515	119,615	-	\$ 119,61		119,615	119,615	\$-	53.4%	50.2%	-3.21%
TOTAL EXPENDITURES:	\$ 4,154,202	\$ 1,477,251	\$ 283,041	\$ 303,658		2,579,728	1,870,132	\$ 2,676,951		83.7%	64.4%	-19.21%
Total Funding:	\$ (887,202)		\$ (199,716)	\$ (143,436)		\$ 157,489	\$ (1,130,042)	\$ (790,034)				

City of Spokane - Parks & Recreation Park Operations Financial Report October 2018

OCCODET 2018												
			Мо	nthly Compar	ison			Year-to-Dat	e Comparisor	1		
	2018 Current		-							2017 YTD	2018 YTD	
	Adopted				2017 - 2018					% of	% of	
	Annual	2018 Budget	2017 October	2018 October	Monthly	2016	2017	2018	2017 - 2018	Annual	Annual	Change in
	Budget	Balance	Actual	Actual	Difference	YTD Actual	YTD Actual	YTD Actual	YTD Difference	Budget	Budget	%
Revenue:												
Program Revenue	190,430	(10,501)	47,314	74,730	\$ 27,416	179,721	134,068	200,931	\$ 66,862	70.4%	105.5%	35.11%
General Fund Transfer	-	a -	(4) (4)		\$ **	14 A	<u> 1</u>	÷	\$ =			
Grants Receivable	180,000	180,000			\$	1.00	5		\$			
	Å									25.20/	E 4 00/	40.050
TOTAL REVENUE:	\$ 370,430	\$ 169,499	\$ 47,314	\$ 74,730	\$ 27,416	179,721	134,068	\$ 200,931	\$ 66,862	36.2%	54.2%	18.05%
Expenditures:												
Salaries and Wages	2,549,746	448,880	208,111	218,833	\$ (10,722)	1,875,540	1,981,115	2,100,866	\$ (119,752)	82.6%	82.4%	-0.19%
Personnel Benefits	904,875	204,154	69,265	76,421	\$ (7,156)	663,650	667,425	700,721	\$ (33,296)	79.0%	77.4%	-1.56%
Supplies	175,500	23,659	10,484	16,669	\$ (6,185)	155,778	116,996	151,841	\$ (34,845)	65.2%	86.5%	21.34%
Services and Charges	1,112,315	233,589	161,958	149,611	\$ 12,348	858,370	956,508	878,726	\$ 77,783	87.7%	79.0%	-8.72%
Interdepartment Svcs	*	*	-		\$ **	2	3-F		\$ *			
Intergovernment Svcs	8	(4,943)		•	\$	(#	•	4,943	\$ (4,943)		#DIV/0!	#DIV/0!
Subtotal Op. Exp.	\$ 4,742,436	\$ 905,339	\$ 449,819	\$ 461,534	\$ (11,715)	3,553,339	3,722,044	\$ 3,837,097	\$ (115,053)	82.5%	80.9%	-1.55%
Capital Outlay	529,885	340,070	47,273	12,382	\$ 34,891	168,590	579,944	189,815	\$ 390,129	49.8%	35.8%	-13.96%
Transfers Out	25,526	-	25,526	3 8 3	\$ 25,526	116,000	25,526	25,526	\$ =	100.0%	100.0%	
TOTAL EXPENDITURES:	\$ 5,297,847	\$ 1,245,408	\$ 522,618	\$ 473,916		3,837,929	4,327,514	\$ 4,052,439		75.9%	76.5%	0.62%
Total Funding:	\$ (4,927,417)		\$ (475,304)	\$ (399,186)		\$ (3,658,208)	\$ (4,193,446)	\$ (3,851,508)				
(Rev. Jess Exp.)												

City of Spokane - Parks & Recreation Administration

Financial Report

October 2018

OCTODET 2018												
			Мо			Year-to-Dat	e Comparison					
	2018 Current									2017 YTD	2018 YTD	
	Adopted				2017 - 2018					% of	% of	
	Annual	2018 Budget	2017 October	2018 October	Monthly	2016	2017	2018	2017 - 2018	Annual	Annual	Change in
	Budget	Balance	Actual	Actual	Difference	YTD Actual	YTD Actual	YTD Actual	YTD Difference	Budget	Budget	%
Revenue:												
Program Revenue	1,196,372	705,699	92,117	12,390	\$ (79,727)	500,481	560,542	490,673	\$ (69,868)	55.7%	41.0%	-14.65%
General Fund Transfer	14,225,042	•	1,057,152	1,094,234	\$	11,371,891	11,628,668	12,036,574	\$ 407,906	84.6%	84.6%	0.01%
Grants Receivable	*	-	(=)		\$:	-	35,981	-	\$ (35,981)			
TOTAL REVENUE:	\$ 15,421,414	\$ 2,894,167	\$ 1,149,269	\$ 1,106,624	\$ (79,727)	11,872,372	12,225,191	\$ 12,527,247	\$ 302,057	82.9%	81.2%	-1.64%
Expenditures:												
Salaries and Wages	2,208,157	411,640	148,037	177,808	\$ (29,772)	1,476,483	1,396,675	1,796,517	\$ (399,842)	64.0%	81.4%	17.40%
Personnel Benefits	797,068	181,802	50,616	62,792	\$ (12,176)	425,959	458,319	615,266	\$ (156,946)	66.5%	77.2%	10.65%
Supplies	150,300	47,714	4,452	16,727	\$ (12,275)	60,780	57,612	102,586	\$ (44,974)	75.4%	68.3%	-7.10%
Services and Charges	739,542	134,890	79,928	49,049	\$ 30,879	503,799	438,913	604,652	\$ (165,739)	65.9%	81.8%	15.89%
Interdepartment Svcs	2,587,402	490,846	112,206	138,308	\$ (26,102)	1,851,132	1,751,948	2,096,556	\$ (344,608)	79.6%	81.0%	1.39%
Intergovernment Svcs	11,500	8,751	299	401	\$ (102)	13,732	18,620	2,749	\$ 15,871	161.9%	23.9%	-138.01%
Subtotal Op. Exp.	\$ 6,493,969	\$ 1,275,643	\$ 395,539	\$ 445,084	\$ (49,546)	4,331,885	4,122,088	\$ 5,218,326	\$ (1,096,238)	70.7%	80.4%	9.61%
Capital Outlay	2,315,131	1,739,062	33,210	136,509	\$ (103,299)	39,515	83,727	576,069	\$ (492,342)	5.0%	24.9%	19.87%
Transfers Out	358,195	26,897	76,298	-	\$ 76,298	51,345	76,298	331,298	\$ (255,000)	76.4%	92.5%	16.14%
TOTAL EXPENDITURES:	\$ 9,167,295	\$ 3,041,602	\$ 505,047	\$ 581,594		4,422,745	4,282,113	\$ 6,125,693		56.4%	66.8%	10.46%
Total Funding: (Rev. Jess Exp.)	\$ 6,254,119		\$ 644,222	\$ 525,031		\$ 7,449,627	\$ 7,943,078	\$ 6,401,554				

City of Spokane - Parks & Recreation Parks Fund -- 1400 Financial Report <u>October 2018</u>

			Mo	nthly Compar	ison				Year-to-Dat	te C	Comparison		% of al Annual Changed et Budget % 4% 61.7% -17. 7% 84.7% 0. 3% 3.7% -0. 7% 74.6% -5. 5% 83.2% -1. 7% 75.5% 0.					
	2018 Current																	
	Adopted				2017 -						_	% of						
	Annual	2018 Budget	2017 October	2018 October	Mont	· 1	2016	2017	2018	_	017 - 2018	Annual		Change in				
	Budget	Balance	Actual	Actual	Differe	ence	YTD Actual	YTD Actual	YTD Actual	ΥT	D Difference	Budget	Budget					
Revenue:																		
Program Revenue	6,257,802	2,394,689	311,010	336,891	\$ 2	5,881	4,884,197	2,983,189	3,863,113	\$	879,923	79.4%	61.7%	-17.67%				
General Fund Transfer	14,291,042		1,057,152	1,094,234	\$	28	11,437,891	11,694,668	12,102,574		407,906	84.7%	84.7%	0.00%				
Grants Receivable	891,000	857,988	2,235	-	\$ (2,235)	117,060	38,216	33,012	\$	(5,204)	4.3%	3.7%	-0.58%				
TOTAL REVENUE:	\$ 21,439,844	\$ 5,441,145	\$ 1,370,396	\$ 1,431,125	\$2	3,646	\$ 16,439,148	14,716,074	\$ 15,998,699	\$	1,282,625	79.7%	74.6%	-5.11%				
Expenditures:																		
Salaries and Wages	8,402,804	1,409,233	539,216	649,649	\$ (11	0,433)	6,184,141	5,924,838	6,993,571	\$	(1,068,733)	84.5%	83.2%	-1.31%				
Personnel Benefits	2,672,535	655,516	171,155	204,926	\$ (3	3,771)	1,707,758	1,722,217	2,017,019	\$	(294,802)	74.7%	75.5%	0.76%				
Supplies	1,220,318	253,226	62,103	100,606	\$ (3	8,503)	821,004	605,127	967,092	\$	(361,965)	75.5%	79.2%	3.79%				
Services and Charges	4,024,710	839,299	493,910	469,545	\$ 2	4,366	3,169,774	3,091,621	3,185,411	\$	(93,789)	80.2%	79.1%	-1.08%				
Interdepartment Svcs	2,628,152	510,975	112,206	141,674	\$ (2	9,468)	1,860,641	1,751,948	2,117,177	\$	(365,229)	79.6%	80.6%	0.95%				
Intergovernment Svcs	50,100	20,929	1,785	2,847	\$ (1,062)	42,094	33,847	29,171	\$	4,676	123.5%	58.2%	-65.31%				
Subtotal Op. Exp.	\$ 18,998,619	\$ 3,689,179	\$ 1,380,375	\$ 1,569,248	\$ (18	8,872)	\$ 13,785,413	13,129,599	\$ 15,309,440	\$	(2,179,841)	81.1%	80.6%	-0.48%				
Capital Outlay	4,148,055	3,131,068	465,711	179,715	\$ 28	5,996	485,879	1,554,272	1,016,987	\$	537,285	35.0%	24.5%	-10.49%				
Transfers Out	640,005	145,412	239,593	-	\$ 23	9,593	245,845	239,593	494,593	\$	(255,000)	65.2%	77.3%	12.07%				
2015 Windstorm	160,922	(167,480)	(66,422)	-	\$ (6	6,422)	(42,516)	114,710	328,402	\$	(213,692)	35.1%	204.1%	169.02%				
TOTAL EXPENDITURES:	\$ 23,947,601	\$ 6,798,179	\$ 2,019,257	\$ 1,748,962			\$ 14,474,621	15,038,174	\$ 17,149,422			70.5%	71.6%	1.12%				
Total Funding:				\$ 1,964,527	\$ (322,100)	\$ (1,150,724)												

Beginning Fund Balance	\$ 3,299,917
5% Reserve Requirement	\$ (1,182,380)
Revenue Stabilization Reserve	\$ (300,000)
Other Program Reserves	\$ (285,397)
Beginning Reserves	\$ 1,532,140
Encumbrances at Month End	\$ (934,078)
Net Revenue (Expense)	\$ (1,150,724)
Add Back Revenue Stabil. Reserve	\$ 300,000
Ending Fund Balance Reserves	\$ (252,662)

City of Spokane - Parks & Recreation Golf Fund -- 4600 Financial Report <u>October 2018</u>

	Monthly Comparison								Year-to-Date Comparison					
	2018 Current												2018 YTD	
	Adopted					- 2018						% of	% of	
	Annual	2018 Budget	2017 October	2018 October	Mor	· · · ·	2016	2017	2018		017 - 2018	Annual	Annual	Change in
	Budget	Balance	Actual	Actual	Diffe	rence	YTD Actual	YTD Actual	YTD Actual	YTD	Difference	Budget	Budget	%
Revenue:														
Program Revenue	3,805,270	562,670	268,485	204,323	\$ (64,162)	3,155,476	3,111,765	3,242,600	\$	130,835	83.5%	85.2%	1.70%
Pre-Sale Revenue		5 2			\$	-		60,671	73,068	\$	12,397			
Facility Improvement Fee	(3)	1.7.	Π.	15,007	\$	15,007		1	143,002	\$	143,002			
Other Transfers In		10e2	+	-	\$		-	(#))						
TOTAL REVENUE:	\$ 3,805,270	\$ (346,599)	\$ 268,485	\$ 219,330	\$ (49,155)	3,155,476	3,172,436	\$ 3,458,671	\$	286,235	85.1%	90.9%	5.75%
Expenditures:														
Salaries and Wages	1,218,085	226,931	109,105	111,207	\$	2,102	973,199	1,022,346	991,154	\$	31,192	81.1%	81.4%	0.30%
Personnel Benefits	339,840	5,884	38,627	39,514	\$	887	355,820	347,191	333,956	\$	13,235	108.6%	98.3%	-10.32%
Supplies	316,662	51,054	49,043	34,043	\$ (15,000)	206,666	256,784	265,608	\$	(8,824)	74.4%	83.9%	9.45%
Services and Charges	1,022,308	220,976	200,756	155,297	\$ (•	45,459)	721,032	909,470	801,332	\$	108,137	83.4%	78.4%	-5.05%
Interdepartment Svcs	361,684	90,297	12,526	13,099	\$	573	275,530	264,788	271,387	\$	(6,599)	66.5%	75.0%	8.55%
Intergovernment Svcs	21,000	(230)	2,416	2,847	\$	431	19,952	19,361	21,230	\$	(1,869)	92.2%	101.1%	8.90%
Subtotal Op. Exp.	\$ 3,279,579	\$ 594,912	\$ 412,473	\$ 356,008	\$ (56,466)	2,552,199	2,819,939	\$ 2,684,667	\$	135,272	82.1%	81.9%	-0.23%
Capital Outlay	360,546	330,819	29,425	5,999	\$ ()	23,426)	204,647	175,076	29,727	\$	145,349	58.1%	8.2%	-49.89%
Transfers Out	50,000	50,000	ě	-	\$	2	9°	a 0	÷					
TOTAL EXPENDITURES:	\$ 3,690,125	\$ 975,731	\$ 441,898	\$ 362,006			2,756,846	2,995,015	\$ 2,714,394			80.2%	73.6%	-6.60%
Total Funding:	\$ 115,145		\$ (173,413)	\$ (142,677)			\$ 398,630	\$ 177,421	\$ 744,277					

(Rev. less Exp.)

Beginning Fund Balance	\$ 168,253
Less 7% Reserve Requirement	\$ (258,309)
Beginning 2018 Excess Reserves	\$ (90,056)
2018 YTD Change in Cash	\$ 744,277
Encumbrances at Month End	\$ (169,311)
Facility Improvement Reserve	\$ (143,002)
2018 YTD Available Cash	\$ 341,908

Results

Fund 1950 - Park Cumulative Reserve Fund

January 1, 2018 through October 31, 2018

			BEGINNING BALANCE	 REVENUES	EX	PENDITURES	FU	ENDING ND BALANCE	OUTSTANDING ENCUMBRANCES		REMAINING BALANCE	Fund Balance Category	_
a	General Purposes Donation - Conservation TBD	\$	205,107.57 126,501.95	\$ 6,433.17 32,111.31	\$	167,859.70 158,613.26		43,681.04		\$ \$	43,681.04 -	Undesignated Undesignated	
	Computer Replacement & Software		130,058.06	140		78,141.22		51,916.84	10,070.03		41,846.81	Designated	Capital
b	Fleet Replacement		735,218.67	49,181.00		365,079.57		419,320.10	105,689.57		313,630.53	Designated	Capital
11	Sky Prairie/5-Mile		19,536.19	18,930.00		÷		38,466.19			38,466.19	Designated	Capital
c	RFP Capital Replacement		9,876.05	1		*		9,876.05			9,876.05	Designated	Capital
c	Recreation Capital Replacement		2,724.10	12,102.00		-		14,826.10	10,524.51		4,301.59	Designated	Capital
d	Capital Equipment Maint./Replacement			300,000.00		5		300,000.00			300,000.00	Designated	Capital
PLACE AND ADDRESS OF	CIP Projects		<u> </u>	125,000.00		¥		125,000.00			125,000.00	Designated	Capital
	Turf Replacement		120,000.00			•		120,000.00			120,000.00	Designated	Capital
	Tennis Courts, USTA Private Grant		100,000.00			41,786.47		58,213.53	6,623.00		51,590.53	Designated	Capital
	Rochester Heights, Trugreen Foundation		5,000.00			3		5,000.00			5,000.00	Designated	Capital
	Northbank Soil Mitigation		185,296.78	1		24,790.91		160,505.87			160,505.87	Designated	Risk
е	Skyride		133,075.24			116,813.09		16,262.15	58,244.85		(41,982.70)	Designated	_ Debt Svc & Repairs
f	Reserved for Property Donations	12.4	45,583.80		28	Atvalere.	124	45,583.80	ALC: SARAS	81.Y	45,583.80	Restricted	Property Donations
g	Conservation Futures		111,113.60	17,747.22		4,949.55		123,911.27	길이 물건 전기꾼이		123,911.27	Restricted	Futures
3	Riverfront Conservation Futures Loan		AL ANTINGS			ANE 10 作品		ALC: LOUGH	Sector States		Sec. Sugar	Restricted	Futures
		\$	1,929,092.01	\$ 561,504.70	\$	958,033.77	\$	1,532,562.94	\$ 191,151.96	\$	1,341,410.98		
							\$ \$ \$	1,741,516.16 (208,953.22) 187,575.85	closing entries to	o be	done by Centra	alized Acct.	

FOOTNOTES:

a Donor provided \$121,501.95 in 2015 and \$5,000 in 2016 for her interest in "Conservation" of Parks/Land. Funds were used for acquisition of High Drive property.

- **b** Includes capital asset purchases exceeding \$5,000 per the Parks' Vehicle and Capital purchasing policy. Any auction proceeds for sold vehicles is included in revenues.
- c Used for the purpose of replacing capital equipment for each designated department with the use of auction proceeds.

Park Board and Finance committee agreed to change fund balance reserve from 7% to 5% in 2018. The remaining 2%, approximately \$300,000, was intended to create line item designated for capital equipment major maintenance and replacements. Annual amounts, TBD, will be transferred from Parks Fund to maintain balance.

e Designated for Skyride maintenance and repairs. Payments for 2005A Bond previously paid from these funds are now budgeted and expensed from Parks Fund.

f Donations and grant revenues allocated for maintenance and operations of the following properties:

	Existing properties include:	>Armstrong >Dahm	>Romaine-Palis >Stemper et al		>Austin Ravine
g	Levied taxes for maintenance and operation	ons of specific prop	perties:		
	>Rim Rock	>Trolley Trail	>Downriver	>Elliot	>Palisades (Thomas & Gusman)
	>Camp Sekani	>Latah Creek	>Romine	>Ashland Estate	>Drumheller Springs

Riverfront Park Redevelopment Project

Budget Adopted June 2018

Riverfront Park Capital Redevelopment Bond

Geographical Projects Summary January 1, 2015 through October 31, 2018

		Expe	ended as of			ŀ	Total of YTD		
		Sept	tember 31,	C	ommitted to	Ε	xpended and	Bu	dget Balance
Project Component	Budget	201	8		Date		Committed		to Date
1. South Bank West (Rec. Rink, Rink/Skyride Facility)	\$ 10,388,457	\$	10,397,192	\$	30,687	\$	10,427,879	\$	(39,422)
2. South Bank Central (Looff Carrousel)	\$ 11,211,142	\$	11,285,957	\$	322,994	\$	11,608,951	\$	(397,809)
3. Howard Street South Channel Bridge	\$ 74,618	\$	143,625	\$	56,292	\$	199,917	\$	(125,299)
4. Promenades and West Havermale	\$ 7,661,596	\$	2,109,322	\$	4,106,577	\$	6,215,899	\$	1,445,697
5. U.S. Pavilion	\$ 22,311,845	\$	3,967,553	\$	14,906,094	\$	18,873,647	\$	3,438,198
6. snx ^w mene>	\$ 1,741	\$	1,741	\$	-	\$	1,741	\$	÷
7. North Bank	\$ 8,685,576	\$	131,148	\$	778,557	\$	909,705	\$	7,775,871
8. South Bank East	\$ 160,364	\$	156,727	\$	1,211	\$	157,938	\$	2,426
Program Level Owner Costs	\$ 7,567,035	\$	3,919,784	\$	347,207	\$	4,266,991	\$	3,300,044
TOTAL	\$ 68,062,374	\$	32,113,049	\$	20,549,618	\$	52,662,667	\$	15,399,707



S.I.P. Funded Capital Improvements Project Status November 2018

Golf Course Architect: Robert Trent Jones II Irrigation Consultant: Irrigation Technologies Project Manager: Nick Hamad Golf Manager: Dave Christenson Park Planning & Development Manager: Garrett Jones

PROJECT GOALS

- 1. Rectify deferred golf course maintenance by strategically investing in on-course capital repair & improvement.
 - a. Conduct 1 golf course irrigation rebuild per year for the next 4 years.
- 2. Upgrade on-course golf experience for users:
 - a. Create system-wide course master plan with detailed recommendation for improving courses. (Reference survey results).
 - b. Implement up to \$600,000/year of on-course improvements for the next 4 years with remaining funds (budget dependent).

PROJECT FUNDING

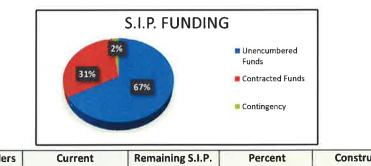
• \$7,500,000 in approved funding

DESIGN/CONSTRUCTION SCHEDULE

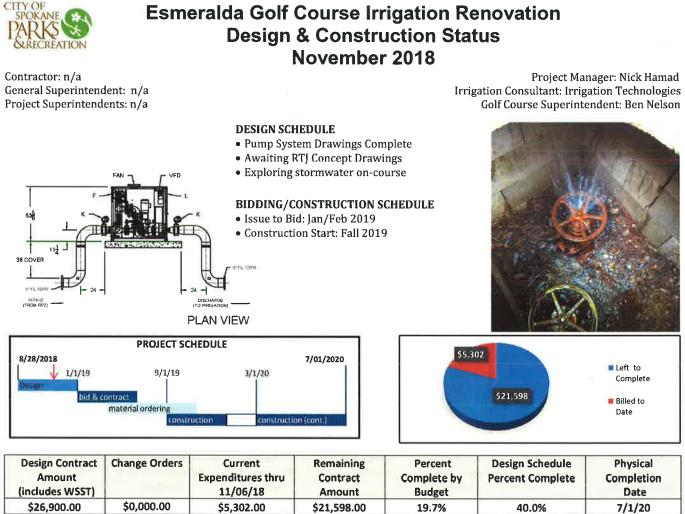
- Fall 18-Spring 19: Indian Canyon
- Fall 19-Spring 20: Esmeralda

CURRENT CONTRACTS

- System-Wide Master Plan
- Indian Canyon Irrigation & Tree Work
- Esmeralda Irrigation Design



Contracted	Change Orders	Current	Remaining S.I.P.	Percent	Construction	Physical
Amount		Expenditures thru	Capital Funding	Complete by	Schedule Percent	Completion
(includes WSST)		11/06/18		Budget	Complete	Date
\$2,321,339	\$1,632.00	\$633,238	\$5,178,661	8.4%	7.9%	7/1/22



Esmeralda Golf Course Irrigation Renovation



Indian Canyon Golf Course Irrigation Renovation Construction Status November 2018

Contractor: Wadsworth Golf Construction Co. General Superintendent: Mark Slugocki Project Superintendents: Victor Delgado & Soccorro Chavez



IRRIGATION WORK COMPLETED

- 5 holes complete (#9-#5)
- Hole #1 in progress
- 6,200' of 22,000' mainline installed.
- 15,000' of 66,000' laterals installed.
- Front & Back 9 irrigation separated.

LOOK AHEAD SCHEDULE Irrigation Construction

- Hole #1 >#2>#3>Range
- 7 holes+range complete before winter

Irrigation Related Tree Work

• Second phase underway.

- Omitted 1083 feet of root treatment
- Added 9 tree removals

Project Manager: Nick Hamad Irrigation Consultant: Irrigation Technologies Golf Course Superintendent: Josh Harty



7/02/2018 material ordering ronstruc	PROJECT 12/14/18 tion (front 9)	3/25/19	7/01/2019 6/1/19 (back 9) closeout	\$627,936	1,604,003	 Left to Complete Billed to Date
Contract Amount (includes WSST)	Change Orders	Current Expenditures thru 11/06/18	Remaining Contract Amount	Percent Complete by Budget	Construction Schedule Percent Complete	Physical Completion Date
\$2,230,307.00	\$1,632.00	\$2,733.00	\$1,604,003.00	28%	24%	7/1/19

