

Special Meeting of the Spokane Park Board Finance Committee Minutes

3 p.m. Tuesday, Nov. 12, 2019
Pavilion conference room, Riverfront Park
Spokane, Washington
Mark Buening – Parks Finance/Budget Director

Committee Members:

X Bob Anderson - Chair

X Greta Gilman

X Gerry Sperling Jamie SiJohn (Absent/excused) Additional Park Board members:

Jennifer Ogden

Parks Staff:

Garrett Jones Mark Buening Jason Conley Megan Qureshi Fianna Dickson Mark Poirier Jonathan Moog Jennifer Papich

Guests:

Terri Fortner

Summary

- The committee approved to recommend the Park Board accept the following proposed action items:
 - Spokane Parks Foundation Memorandum of Understanding relating to the Riverfront Park all-inclusive playground funding plan
 - SIP loan resolution relating to the Riverfront Park all-inclusive playground construction not to exceed \$900,000
 - Desautel Hege Communications contract extension in the amount of \$147,000, no tax
- Angel Spell reviewed the long-term impact of adopted and pending Urban Forestry ordinances.
- Garrett Jones reviewed the implications of the City's Comprehensive Plan, Chapter 12 Section PRS 1.3, which spells out a plan for the purchase of open space and shoreline land when property becomes available.
- The October financials were presented by Mark Buening who reviewed each operating division.

The next Finance Committee meeting will be a joint meeting with the Executive Team advisory group. The meeting is scheduled for 3 p.m. Dec. 10, 2019, in the **5A conference room**, **5**th **floor City Hall**.

Minutes

The meeting was called to order at 3 p.m. by committee chair Bob Anderson.

Action items:

1. <u>Desautel Hege Communications contract extension (\$147,000, no tax)</u> – *Fianna Dickson* presented a proposed contract extension with Desautel Hege Communications (DH) to provide communication and outreach services for various Parks departments next year in the amount of \$147,000. Ms. Dickson explained Parks saves money by capitalizing on DH's bulk buying discounts, and she noted the positive aspects of continuing the relationship which has been developed over the years. This is the final extension allowed in the original, five-year agreement with DH. Next year, Parks will need to issue an RFP for these public relations, advertising and branding services. Of the \$147,000 contract, \$110,000 will come from the Parks and Recreation budget, \$32,000 from the Golf Fund and the remaining \$5,000 from the Riverfront Park bond.

Motion 1: Bob Anderson moved to recommend the Park Board approve a contract extension with Desautel Hege Communications for 2020, as presented, in the amount of \$147,000, no tax.

Greta Gilman seconded.

The motion passed with unanimous consent (3-0 vote).

The committee agreed to recommend the action be considered for the Park Board Consent Agenda.

2. Spokane Parks Foundation memorandum of understanding/Riverfront Park all-inclusive playground funding plan - Jason Conley presented the proposed memorandum of understanding with the Spokane Parks Foundation which outlines the funding agreement for a \$900,000 Spokane Investment Pool (SIP) loan to fund the construction of a \$1.3 million, all-inclusive playground in Riverfront Park. Mr. Conley introduced special guest and foundation executive director Terri Fortner. In 2017, Parks partnered with the Parks Foundation to raise monies, through private donations, to be used to fund the completion of the Riverfront Park Master Plan. This year, the foundation secured a \$1.3 million donation from Providence Health Care to fully fund an inclusive playground in Riverfront Park. The donor has committed 20% of the project funds per year, for a five-year period. To leverage bond construction in this quadrant of the park, along with mitigating future construction cost escalation, Parks is seeking SIP funds to construct the playground in 2020 which is before the donation funds are available. The donation funds would then be used to repay the SIP loan. Mr. Conley explained a SIP loan may only be granted to a city department. The foundation agreed to contribute \$400,000 as a down payment to the total project cost. Of the \$1.3 million, approximately \$250,000 will be set aside as contingency as a safe guard against any unknown factors. Garrett Jones explained this playground project is very unique in that it is surrounded by the bond project, but is not a bond-funded. He stressed the importance of aligning completion of the playground with the completion of the neighboring bond projects. Mr. Conley indicated there may be some language changes to the draft MOU in response to recent suggestions from City Accounting staff. He believes these edits, particularly dealing with "line of credit" language, will not change the general intent of the agreement. A revised MOU, agreed upon by the foundation, is expected to be presented to the Park Board for consideration at the Nov. 14 board meeting.

<u>Motion 2</u>: Bob Anderson moved to recommend the Park Board approve the memorandum of understanding with Spokane Parks Foundation, relating to the Riverfront Park all-inclusive playground funding plan.

Greta Gilman seconded.

The motion passed with unanimous consent (3-0 vote).

3. SIP loan resolution/Riverfront Park all-inclusive playground construction (not to exceed \$900,000)

- Jason Conley presented the proposed Spokane Investment Pool (SIP) loan resolution outlining the funding mechanism to construct an all-inclusive playground on Havermale Island in Riverfront Park. The proposed resolution requests an SIP loan in the amount of \$900,000 to cover costs to construct the Shane's Inspiration Inclusive Playground. Recently, the foundation secured a \$1.3 million donation, to be dispersed over a five-year period, from Providence Health Care. Since the donation funds are disbursed to the foundation over a five-year period, the necessary funds will not be available in time to begin and complete construction next year. Delaying construction in this area would increase costs and completion of the playground would not align with the completion of adjacent bond-funded projects. These donation funds received by the foundation will be used to cover the SIP loan which will be taken out by Parks. The resolution states the foundation will make a \$400,000 down payment to Parks next month towards the playground project and will make biannual payments to Parks to cover the costs of the loan. The first draw from the \$900,000 loan will be \$650,000. The exact amount on the loan my not be determined until the loan closes. The estimated amount is \$900,000. Construction is scheduled to begin spring 2020. Mr. Conley explained, if the resolution is approved by the Park Board Nov. 14, it is scheduled to come before the City Council for consideration Dec. 2. Ms. Fortner thanked Mr. Conley and Garrett Jones for their work with the foundation on this project.

<u>Motion 3</u>: Bob Anderson moved to recommend the Park Board approve the SIP loan resolution to fund the construction of an all-inclusive playground on Havermale Island in Riverfront Park.

Gerry Sperling seconded.

The motion passed with unanimous consent (3-0 vote).

Discussion items:

- 1. Urban Forestry ordinances *Angel Spell* reviewed the impacts of approved and pending Urban Forestry ordinances. In April, the Park Board passed a resolution supporting a larger legislative effort which includes: 1) promoting the growth and health of Spokane's urban forests which involves increasing the urban canopy from its current 22.5% to 30% by 2030; 2) creating new reforestation programs and fully supporting existing ones; and 3) updating the Urban Forestry Plan at least every five years. Ms. Spell explained there will be some language changes to the Spokane Municipal Code Chapter 17, and new language to be added relating to single-family residential and duplex developments. The changes will mean some additional workload to staff involving permits and inspections. Ms. Spell explained an additional urban forestry specialist will be needed to accomplish these goals. Bob Anderson asked if there is a way to estimate how many additional trees will need to be planted in order to achieve a 30% canopy. Ms. Spell said there is no applicable calculation since different trees grow to different potentials. She also explained the goal is not only to introduce more trees, but to maintain those we already have. In terms of tree planting, Ms. Spell said she does not anticipate a significant change on the current activity level on Parks property since most of the initiative is going to fall in the right-of-way and will be the function of new construction and development communities.
- 2. The implications of Comprehensive Plan language PRS 1.3 within the parameters of the Parks Fund financial position Garrett Jones provided an overview of the City's Comprehensive Plan which is the city's long-range plan for growth. This guiding document outlines the city's goals with associated policies which help inspire city ordinances. Within Chapter 12, relating to Parks and Recreation, is PRS 1.3 which spells out a plan for the purchase of open space and shoreline land when property becomes available. The policy for the land acquisition includes a mechanism to evaluate the following: 1) importance and community benefit of a property; 2) available funding sources; 3) long-term maintenance and operation costs; and 4) recreational benefits to the

community. The top three funding sources for land acquisitions have been RCO grants, donations and Conservation Futures program.

Standing report items:

1. October financials – Mark Buening presented an overview of the October financials and reported that Parks is 83% through this year's budget cycle. Highlights for the month included: 1) Natural Resources – expenditures are only slightly more than last year and revenues are about \$62,000 more than 2018; 2) Recreation – revenues are significantly above last year by about \$152,000 and expenditures are about \$450,000 above last year, primarily due to salaries and wages; 3) Riverfront Park – revenues are about \$867,000 over last year, and there were some increases in salaries/benefits and supplies over 2018; 4) Park Operations – revenues are about \$90,000 less than 2018, primarily due to the way revenue is booked this year and the receipt of a grant from Friends of Manito in 2018, and expenditures are approximately \$263,000 over 2018; 5) Administration – revenues are up due to the increase in the General Fund contributions and there were some salary savings due to position vacancies; 6) Parks Capital –capital expenditures are up over last year with \$1.458 million compared to \$1.066 million in 2018; 7) Parks Fund – revenue is about \$2.3 million over this time last year and expenses are about \$1.7 million more than 2018; 8) Golf Fund – revenues were over expenditures more than \$842,000 year-to-date and operating expenditures are about \$115,000 less than 2018; and 9) Riverfront Park redevelopment project – \$57.36 million have been expended and committed leaving a budget balance of \$10.7 million.

Contract items from other committees: The following action items were not discussed:

- 1. Bacon Concrete change order #1/Park Pathways (\$19,667.34, tax inclusive) Land Committee/Consent Agenda
- 2. Garco Construction change order #21/Pavilion and Promenade (\$148,380, plus tax) *Riverfront Park Committee/Consent Agenda*
- 3. Höweler + Yoon consultant contract/Stepwell art sculpture (\$440,000, tax inclusive) *Riverfront Park Committee*
- 4. Spokane Arts consulting contract/Riverfront Park signature art piece (\$100,000, tax inclusive) Riverfront Park Committee
- 5. Hill International amendment #9/Park-wide program and north bank construction management support (\$60,500, no tax) *Riverfront Park Committee/Consent Agenda*
- 6. Riverfront Park revenue stabilization authorization (\$200,000, no tax) Riverfront Park Committee

Adjournment: The meeting was adjourned at 4:28 p.m.

The next Finance Committee meeting will be a joint meeting with the Executive Team advisory group. The meeting is scheduled for **3 p.m. Dec. 10, 2019, in the 5A conference room**, 5th floor City Hall.

Spokane Park Board Briefing Paper



Committee	Finance			
Committee meeting date	Nov. 12, 2019			
Requester	Fianna Dickson		Phone number: 625-6	297
Type of agenda item	Consent	Discussion	Information	Action
Type of contract/agreement	New 💽 F	Renewal/extension	Amendment/change ord	er Other
City Clerks file (OPR or policy #)	OPR 2016-012	5		
Item title: (Use exact language noted on the agenda)	Desautel Hege	Communications 201	19 contract Extension (\$147,0	00, no tax)
Begin/end dates	Begins: 01/01/2	2020 Ends	s: 12/31/2020	Open ended
Background/history: Extension of contract for communications Motion wording: Approve the contract extension for Desau			=	
Approvals/signatures outside Parks:	• Yes	○ No		
If so, who/what department, agency or co				
Name: Michelle Hege, President & CEO		: jessicaw@WEARE	EDH.COM Phone: (509	9) 444-2350
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Fianna Dickson Grant Management Department/Name:		jessicaw@we	earedh.com	K
Fiscal impact: Expenditure	Revenue			
Amount: \$110,000		Budget code: 1400-30210-76120	-54451-99999	
\$5,000		3346-49579-94000	-56504-99999	
\$32,000		4600-30210-76611	-54451-99999	
Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C		W-9 (for ne	w contractors/consultants/vend (for new contractors/consultant Pertificate (min. \$1 million in Gen	s/vendors

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. CONTRACT DOCUMENTS.** The Contract dated JANUARY 1, 2020 DECEMBER 31, 2020, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in fullforce and effect except as provided herein.
- **2. EFFECTIVE DATE.** This Contract Amendment/Extension shall become effective JANUARY 1, 2020.
- **3. ADDITIONAL WORK.** The scope of work of the original Contract is amended to add the following:

[SCOPE OF WORK IDENTIFIED IN EXHIBIT A].

- **4. EXTENSION.** The contract documents are hereby extended and shall run through DECEMBER 31, 2020.
- **5. COMPENSATION.** The City shall pay [NOT TO EXCEED ONE HUNDRED FORTY SEVENTY THOUSAND DOLLARS AND NO/100 DOLLARS, (\$147,000) for everything furnished and done under this Contract Amendment/Extension.

DESAUTEL HEGE By:	CITY OF SPOKANE PARKS AND RECREATION DIVISION: By:
ATTEST:	APPROVED:
City Clerk DATE:	Assistant City Attorney

Attachments that are part of this Contract Extension:

CURRENT CERTIFICATE OF LIABILITY INSURANCE CURRENT LEGAL ENTITY REGISTRATION CURRENT BUSINESS LICENSE 2020 SCOPE OF WORK

CITY OF SPOKANE

PARKS & RECREATION DIVISION

Communication and Outreach Services – Desautel Hege January 1, 2020 – December 31, 2020

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 1, 2020 and running through December 31, 2020, which may be extended for zero (0) 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 Forty Seven Thousand dollars and no cents (\$147,000.00), which includes all Consultant fees and all expenses related to fulfilling entire Scope of Work.

DETAILED SCOPE OF WORK

1) PLANNING

- 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 2020
- Frequent meetings and account management
 - i. DH team members will facilitate frequent meetings.
 - ii. Timeline: monthly, ongoing.

2) <u>IMPLEMENTATION</u>

- 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:
 - Shooting and editing of videos such as commercials, construction updates, and 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.

3) MEASUREMENT

- 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 2020

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 Division, 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 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 s	hall	ha a	la 100 140 al	40.
invoices s	inali	ne su	omitted	TO:

CITY OF SPOKANE

PARKS AND RECREATION DIVISION

5th Floor – City Hall

808 West Spokane Falls Boulevard

Spokane, WA 99201

Invoices under this Contract shall clearly display the following information (subconsultants' invoices shall also include this information):

- Invoice Date and Invoice Number
- PARKS AND RECREATION DIVISION
- Project Coordinator: Katie FreemanFianna 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 Division -	Firm Contact Name:
City of Spokane	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'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 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.
- 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 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 SPOKANE					
Ву	Ву					
Signature Date	Signature	Date				
Type or Print Name	Type or Print Nar	me				
Title	Title					
Attest:	Approved as to form:					
City Clerk	Assistant City Attorne					
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.ii. Best practices in engagement outreach
 - iv.iii. Deliverables:
 - i. Key findings research report
 - ii. Recommendations for additional research, if applicable
 - v.iv. Timeline: Q1 2016
 - vi.v. Cost: \$3500
 - b. Develop methodology to gauge ongoing community perceptions about Riverfront Park Redevelopment
 - viii. Specific methodologies will depend on research needs that are identified in Research Analysis, but may include:

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 - . Quantitative phone survey
 - . Focus groups
 - . Insight interviews

- . Online survey
- . Intercept interviews
- xiv.vi. Deliverables:
 - i. Research strategy memo
 - ii. Key findings & research report
- xv.vii. Timeline will be dependent on identified research needs
- <u>xvi.viii.</u> 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 Parkcommunication 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
 - —Development of strategic advertising campaign(s) for Parks and Recreation Division featured programs
 - <u>vi.v.</u> Marketing campaign creative development to promote major programs and events, such as Aquatics season, Sports, etc.
 - <u>vii.vi.</u> Shooting and editing of videos for Parks and Recreation Division, such as commercials, promotional videos
 - Assist City staff in professional photography (primarily focused on, but not limited to: Golf, AbulaRege Sports, Outdoor Recreation, various City parks.

- <u>ix.viii.</u> 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

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

Spokane Park Board Briefing Paper



Committee	Finance					
Committee meeting date	Nov. 12, 2019					
Requester	Jason Conley Phone number: 625-6211					
Type of agenda item	Consent Discussion Information Action					
Type of contract/agreement	New ORenewal/extension OAmendment/change order Other					
City Clerks file (OPR or policy #)	O New O Nerieway exterision O vinientamenty entange of act.					
	Spekene Dayle Foundation Memorandum of Understanding/Divertiont Dayle					
Item title: (Use exact language noted on the agenda)	Spokane Parks Foundation Memorandum of Understanding/Riverfront Park all-inclusive playground funding plan					
Begin/end dates	Begins: Nov. 12, 2019 Ends: Dec. 31, 2024 Open ended					
Background/history:						
Parks and Recreation partnered with the Spokane Parks Foundation to raise addition funds through private donations towards completing the Riverfront Park Master Plan. The Parks Foundation has secured a donation to fully fund an inclusive playground on West Havermale Island (near the former YMCA playground.) The \$1.3 million donation is designated for the playground, including an ADA accessible restroom. The donor has committed 20% of the project funds per year, for a 5-year period. To leverage ongoing Bond construction in this quadrant of the park, along with mitigating future construction cost escalation, Parks is seeking SIP funds to construct the playground in 2020. The loan will be repaid by utilizing the annual donor funds committed to the Foundation. An MOU between the Park Board and Park Foundation depicts this funding agreement. The Foundation is contributing \$400,000 in funding, as a down payment to the total project cost.						
Motion wording: To approve the Spokane Parks Foundati all-inclusive playground funding plan.	ion Memorandum of Understanding, as presented, relating to the Riverfront Park					
Approvals/signatures outside Parks:						
If so, who/what department, agency or c	,					
Name: Terri Fortner	Email address: ed@spokaneparksfoundation.org Phone: 509-710-3033					
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:	ed@spokaneparksfoundation.org					
Fiscal impact: C Expenditure	Revenue					
Amount:	Budget code:					
97						
Vendor: • Existing vendor	New vendor					
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB)	W-9 (for new contractors/consultants/vendors					
Contractor is on the City's A&E Roster - City of Spokane W-9 (for new contractors/consultants/vendors ACH Forms (for new contractors/consultants/vendors						
UBI: Business license expiration date: Insurance Certificate (min. \$1 million in General Liability)						

Updated: 10/21/2019 3:23 PM



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPOKANE AND THE SPOKANE PARKS FOUNDATION

THIS <u>MEMORANDUM OF UNDERSTANDING</u> is made by and between the City of Spokane Parks and Recreation Division, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (City), and the Spokane Parks Foundation, a Washington State nonprofit, tax exempt corporation located at 222 West Mission, Ste. 240, Spokane, Washington 99201 (Foundation).

WHEREAS, City of Spokane Parks and Recreation Division owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services; and

WHEREAS, the Spokane Parks Foundation wishes to support the City's Parks and Recreation Division's vision and mission and, as an independent tax exempt corporation, has the ability to raise philanthropic dollars for parks throughout Spokane County that can accomplish more than public funding allows; and

WHEREAS, City of Spokane Parks and Recreation Division wishes to take out a Spokane Investment Pool ("SIP") loan to provide a line of credit for the Foundation to cover the costs of the Shane's Inspiration Inclusive Playground (Playground) beginning in the spring of 2020, before all the Playground pledge payments have been received, to align with the timing of other West Havermale projects and construction; and

WHEREAS, the Playground project includes a two stall ADA accessible restroom facility within the footprint of the Playground design (Exhibit A) and;

WHEREAS, the Foundation wishes to accept the responsibility for utilizing the line of credit at its sole risk using funds held by the Foundation to pay the loan off according to an agreed upon payment schedule; and

WHEREAS, the Foundation desires to access the line of credit when needed with the total amount not to exceed \$900,000; and,

THEREFORE, based on the foregoing, the parties enter into the following Agreement:

The City agrees to request a loan from the Spokane Investment Pool ("SIP") in the amount of \$900,000, said loan will be a guaranteed line of credit available to the Foundation to construct the Playground in 2020. This line of credit shall be accessed by the Spokane Parks Foundation through a request by the City Parks and Recreation when needed, but no later than December 16, 2019.

Interest on the line of credit shall begin accruing immediately as funds are withdrawn by the Foundation and will be repaid within a 5-year term, not to extend beyond December 31, 2024. There shall be no penalty for early repayment of said loan.

The Foundation shall receive notice of, review and approve all construction change orders. Any expenditures of the \$250,000 designated as contingency funds (in Exhibit B) will require Foundation approval.

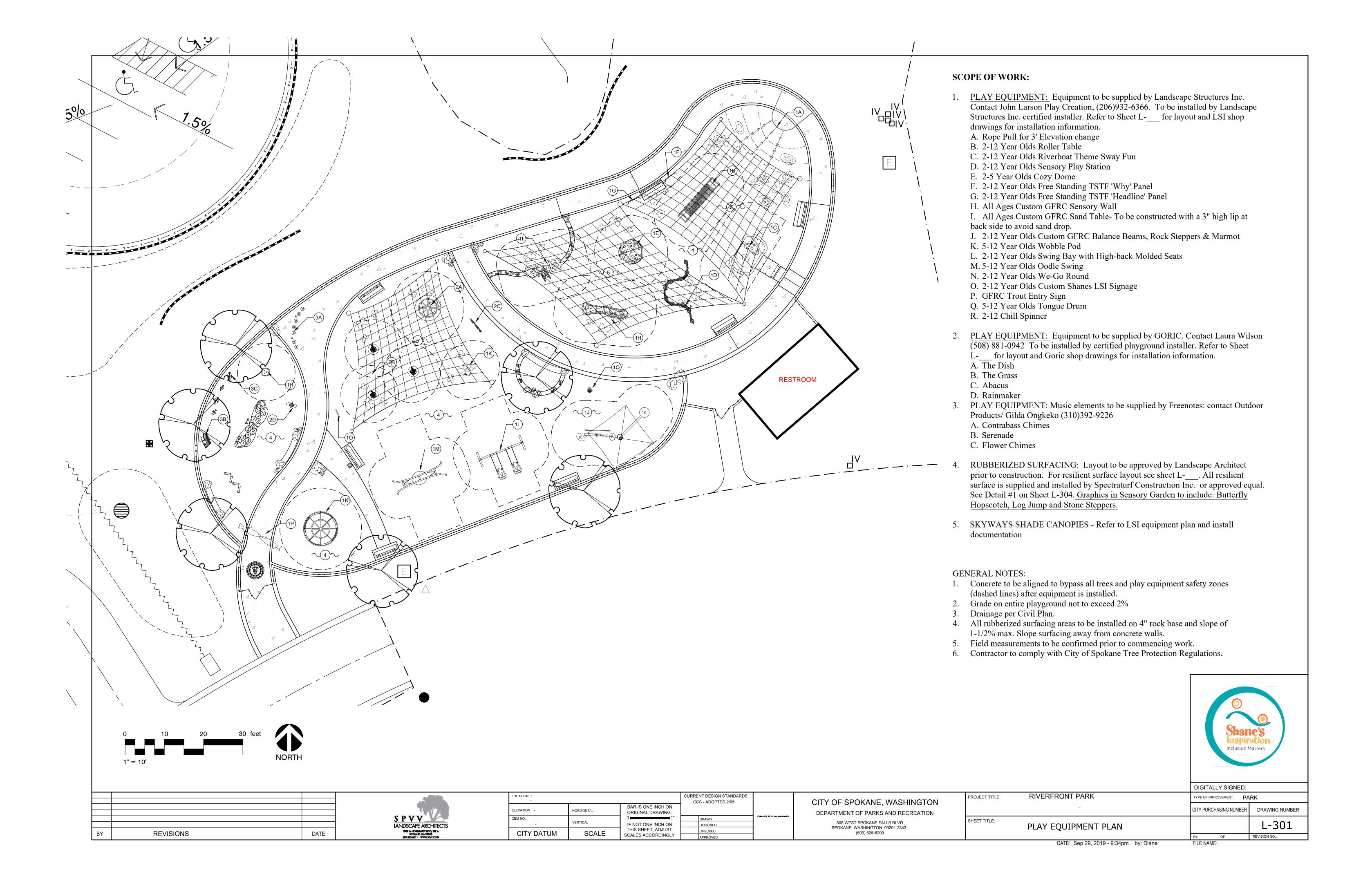
The Foundation will make bi-annual payments to the City, under a payment schedule that begins after the first withdrawal of funds by the Foundation. The payments and payment schedule will be produced by the City (Exhibit B). Payments shall be made by the Foundation, to the City on a mutually agreeable day of the month in May and November of each year.

No later than December 6, 2019, the Foundation will make a \$400,000 down payment to the City utilizing funds received through the Campaign for Riverfront Spokane designated for the Playground. Soon thereafter, the City will request the first line of credit installment in the amount of \$650,000.

Any future line of credit draws, not to exceed \$250,000, will be approved by the Foundation.

CITY OF SPOKANE PARKS AND RECREATION DIVISION

By	
(Name)	Date
(Title)	
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
SPOKANE PARKS FOUNDATION	
By: Jusi Jakes	7 November 19 Date
(Name) TERRI FORTHER	
(Title) EXECUTIVE PIRECTOR	



Loan Summary Funds Utilized for Expected Playground Expenditures

Loan Amount: Annual Interest Rate: Loan Date: Payment Frequency: Total Interest Due: \$650,000.00 2.5000% 12/01/2019 Semiannually \$45,762.08 Number of Payments: Periodic Payment: 1st Payment Due: Last Payment Due: Total All Payments: 10 \$69,576.21 06/01/2020 12/01/2024 \$695,762.08

Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	12/01/2019	0,00	0.00	0.00	650,000.00
1:1	06/01/2020	69,576.21	8,167.44	61,408.77	588,591.23
2:1	12/01/2020	69,576.21	7,395.82	62,180.39	526,410.84
	2020 Totals:	139,152.42	15,563.26	123,589.16	
	Running Totals:	139,152.42	15,563.26	123,589.16	
3:2	06/01/2021	69,576.21	6,614.50	62,961.71	463,449.13
4:2	12/01/2021	69,576.21	5,823.37	63,752.84	399,696.29
	2021 Totals:	139,152.42	12,437.87	126,714.55	
1	Running Totals:	278,304.84	28,001.13	250,303.71	
5:3	06/01/2022	69,576.21	5,022.30	64,553.91	335,142.38
6:3	12/01/2022	69,576.21	4,211.16	65,365. 05	269,777.33
	2022 Totals:	139,152.42	9,233.46	129,918.96	
ı	Running Totals:	417,457.26	37,234.59	380,222.67	
7:4	06/01/2023	69,576.21	3,389.83	66,186.38	203,590.95
8:4	12/01/2023	69,576.21	2,558.18	67,018.03	136,572.92
	2023 Totals:	139,152.42	5,948.01	133,204.41	
F	Running Totals:	556,609.68	43,182.60	513,427.08	
9:5	06/01/2024	69,576.21	1,716.08	67,860.13	68,712.79
10:5	12/01/2024	69,576.19	863.40	68,712.79	0.00
	2024 Totals:	139,152.40	2,579.48	136,572.92	
F	Running Totals:	695,762.08	45,762.08	650,000.00	

Last payment decreased by \$0.02 due to rounding

Calculation method: Normal, 365 days per year

financial-calculators.com

Loan Summary Contingency Funds for Playground

Loan Amount: Annual Interest Rate: Loan Date: Payment Frequency: Total Interest Due:

\$250,000.00 2.5000% 06/01/2020 Semiannually \$17,600.79

Number of Payments: Periodic Payment: 1st Payment Due: Last Payment Due: Total All Payments: \$267,600.79

10

\$26,760.08

12/01/2020

06/01/2025

Payment Schedule

#/Ye	ar Date	Payment	Interest	Principal	Balance
Loan	1: 06/01/2020	0.00	0.00	0.00	250,000.00
1:1	12/01/2020	26,760.08	3,141.32	23,618.76	226,381.24
	2020 Totals:	26,760.08	3,141.32	23,618.76	
	Running Totals:	26,760.08	3,141.32	23,618.76	
2:1	06/01/2021	26,760.08	2,844.54	23,915.54	202,465.70
3:2	12/01/2021	26,760.08	2,544.04	24,216.04	178,249.66
	2021 Totals:	53,520.16	5,388.58	48,131.58	ŕ
	Running Totals:	80,280.24	8,529.90	71,750.34	
4:2	06/01/2022	26,760.08	2,239.76	24,520.32	153,729.34
5:3	12/01/2022	26,760.08	1,931.65	24,828.43	128,900.91
	2022 Totals:	53,520.16	4,171.41	49,348.75	,
	Running Totals:	133,800.40	12,701.31	121,099.09	
6:3	- 06/01/2023	26,760.08	1,619.68	25,140.40	103,760.51
7:4	12/01/2023	26,760.08	1,303.78	25,456.30	78,304.21
	2023 Totals:	53,520.16	2,923.46	50,596.70	10,001122
	Running Totals:	187,320.56	15,624.77	171,695.79	
8:4	06/01/2024	26,760.08	983.91	25,776.17	52,528.04
9:5	12/01/2024	26,760.08	660.03	26,100.05	26,427.99
9.5	2024 Totals:	53,520.16	1,643.94	51,876.22	26,427.99
	Running Totals:	240,840.72	17,268.71	223,572.01	
	Rainiting Totals.	240,040.72	11,200.11	223,312.01	
10:5		26,760.07	332.08	26,427.99	0.00
	2025 Totals:	26,760.07	332.08	26,427.99	
	Running Totals:	267,600.79	17,600.79	250,000.00	

Last payment decreased by \$0.01 due to rounding

Calculation method: Normal, 365 days per year

financial-calculators.com

Playground Development	SIP	Loan//		<u>Annual</u>	Se	mi-Annual		<u> </u>	Rate Calc	<u>1</u>	0/3/2019	interpolated	add 75 bp's
	Ass	umed Rate				2.43%		5-yr	rtreasury		1.68%		2.43%
	Per	iods		5		10							
		2019	•	2020							Capital		
Department Capital:													
Park Foundation	\$	650,000	\$	250,000			\$ -			\$	900,000		
Available Funding	\$	-	\$	-	\$	-	\$ -			\$	-		
Total to be Financed	\$	650,000	\$	250,000	\$	-	\$ -			\$	900,000		
		1		2		3	4		5		6	7	8
Debt Service:		2020		2021		2022	2023		2024		2025	2026	2027
2019 Borrowings	\$	138,837	\$	138,837	\$	138,837	\$ 138,837	\$	138,837				
2020 Borrowings	\$	53,399	\$	53,399	\$	53,399	\$ 53,399	\$	53,399				
					\$	-	\$ -	\$	-	\$	-		
							\$ -	\$	-	\$	-		
	\$	192,236	\$	192,236	\$	192,236	\$ 192,236	\$	192,236	\$	-	\$ -	\$ -

Spokane Park Board Briefing Paper



Committee	F:					
Committee meeting date	Finance					
	Nov. 12, 2019 Jason Conley Phone number : 625-6211					
Requester Type of agenda item						
Type of contract/agreement	New Renewal/extension Amendment/change order Other					
City Clerks file (OPR or policy #)						
Item title: (Use exact language noted on the agenda)	SIP loan resolution/Riverfront Park all-inclusive playground construction not to exceed \$900,000)					
Begin/end dates	Begins: Nov. 12, 2019 Ends: Dec. 31, 2024 Deen ended					
Background/history:	-					
Parks and Recreation partnered with the Spokane Parks Foundation to raise addition funds through private donations towards completing the Riverfront Park Master Plan. The Parks Foundation has secured a donation to fully fund an inclusive playground on West Havermale Island (near the former YMCA playground.) The \$1.3 million donation is designated for the playground, including an ADA accessible restroom. The donor has committed 20% of the project funds per year, for a 5-year period. To leverage ongoing Bond construction in this quadrant of the park, along with mitigating future construction cost escalation, Parks is seeking SIP funds to construct the playground in 2020. The loan will be repaid by utilizing the annual donor funds committed to the Foundation. An MOU between the Park Board and Park Foundation depicts this funding agreement. The Foundation is contributing \$400,000 in funding, as a down payment to the total project cost.						
Motion wording: To approve the SIP loan resolution relating \$900,000.	ng to the Riverfront Park all-inclusive playground construction costs not to exceed					
Approvals/signatures outside Parks:	Yes					
If so, who/what department, agency or c						
Name: Terri Fortner	Email address: ed@spokaneparksfoundation.org Phone: 509-710-3033					
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:	ed@spokaneparksfoundation.org					
Fiscal impact: Expenditure	Revenue					
Amount: \$900,000.00	Budget code: Parks Foundation Grant					
Vendor: Existing vendor	○ New vendor					
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp	W-9 (for new contractors/consultants/vendors ACH Forms (for new contractors/consultants/vendors					

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution from Spokane Parks and Recreation Board of Directors, requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$900,000 to cover the costs of the Shane's Inspiration Inclusive Playground, before the playground pledge payments have been received to align with the timing of other Bond related construction in Riverfront Park, and

WHEREAS, Spokane Parks and Recreation owns or operates and maintains real estate, buildings, and other recreational and entertainment facilities, and operates a wide variety of programs and services, and

WHEREAS, voters approved a \$64.3 million Bond measure to improve and renovate Riverfront Park in 2014, and

WHEREAS, Parks and Recreation entered into a contractual agreement with the Spokane Parks Foundation to carry out a capital campaign to raise funds for additional projects as outlined in the Riverfront Park Master Plan and

WHEREAS, a second playground on the west end of Havermale Island was identified as one of the key projects for the Spokane Park Foundation capital campaign, and

WHEREAS, Spokane Parks Foundation successfully secured a \$1.3 million philanthropic pledged to fully fund the playground project over a five-year period, and

WHEREAS, it is the desire of the Spokane Parks Foundation to honor donor intent and complete the playground in a timely and fiscal manner, and

WHEREAS, Parks and Recreation, and Spokane Parks Foundation have agreed to a Memorandum of Understanding (MOU) where the City will extend a line of credit on an asneeded basis with an amount not to exceed \$900,000, and

WHEREAS, Spokane Parks Foundation will make a \$400,000 down payment to the Parks Division in December of 2019, towards the playground project, and

WHEREAS, the Spokane Park Foundation will make biannual payments to the Parks Division to cover the costs of the SIP loan, and

WHEREAS, construction will start in the spring of 2020, constructing Shane's Inspiration Inclusive Playground and a two-stall ADA accessible restroom within the footprint of the playground design, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board request a loan from the Spokane Investment Pool (SIP) in the amount of \$900,000, said loan to be repaid over a 5-year term, with Spokane Parks Foundation donor pledges providing revenue for debt service of the SIP loan, and with the 2019 loan disbursement to be in the amount of \$650,000, with disbursements and debt services to be generally in conformance with attached Exhibit A, as circumstances dictate, and

IT IS FURTHER RESOLVED, the Park Board, by way of Resolution, will request future loan disbursements for playground construction as needed, with the total loan not to exceed \$900,000.

Dated this 14th day of November 2019.	
	Park Board President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

City of Spokane - Parks & Recreation Natural Resources Financial Report October 2019

Monthly Comparison

Year-to-Date Comparison

					itiny compa		A.S.L.									
	2019 Current														2019 YTD	
	Adopted					2	018 - 2019					201	18 - 2019	% of	% of	
	Annual	2019 Budget	2018	3 October	2019 October		Monthly	2017	2018		2019		YTD	Annual	Annual	-
	Budget	Balance	/	Actual	Actual	[Difference	YTD Actual	YTD Actual	YTC	D Actual	Dif	fference	Budget	Budget	Change in %
Revenue:			1													
Program Revenue	91,000	11,228		4,472	6,156	\$	1,684	22,277	17,644		79,772	\$	62,128	17.0%	87.7%	70.70%
Operating Transfers	66,000	3		*	-	\$	120	116,000	66,000		66,000	\$	*	100.0%	100.0%	
TOTAL DEVEAULE.	\$ 157.000	. ć 11 220	Ś	4 472	\$ 6,156	ė	1,684	138,277	83,644	ċ	145,772	ć	62,128	49.2%	92.8%	43.65%
TOTAL REVENUE:	\$ 157,000	\$ 11,228	3 .	4,472	\$ 6,136	Þ	1,004	130,277	63,044	Ţ	173,772	Ţ	02,120	43.270	32.070	45.0570
Expenditures:																
Salaries and Wages	459,274	105,848		28,385	34,392	\$	(6,008)	334,491	326,590		353,426	\$	(26,837)	75.3%	77.0%	1.66%
Personnel Benefits	156,136	36,643		9,208	11,286	\$	(2,078)	91,929	101,514		119,493	\$	(17,979)	65.2%	76.5%	11.31%
Supplies	31,867	19,251		4,377	1,677	\$	2,700	28,388	27,183		12,616	\$	14,566	67.2%	39.6%	-27.61%
Services and Charges	211,445	66,376		18,231	7,528	\$	10,703	84,681	163,501		145,069	\$	18,432	73.5%	68.6%	-4.89%
Interdepartment Svcs	23,800	23,800		(*)	-	\$	se:		801		-	\$	801	3.4%		-3.37%
Intergovernment Svcs	2			548	-	\$	921	4	*		-	\$	*			- 1
Subtotal Op. Exp.	\$ 882,522	\$ 251,918	s	60,201	\$ 54,884	\$	5,317	539,489	619,588	\$	630,604	\$	(11,016)	70.7%	71.5%	0.73%
Subtotal Op. Exp.	7 002,322	231,310	'	00,201	7 54,004	7	3,317	333,403	013,355	Ψ.	000,00	*	(,,	, 4,		
Transfers Out	Ĭ.	- 5		30		\$	*	2,641	2,641		2	\$	2,641	100.0%		-100.00%
TOTAL EXPENDITURES:	\$ 882,522	\$ 251,918	\$	60,201	\$ 54,884			542,130	622,229	\$	630,604			70.8%	71.5%	0.64%
Total Funding:	\$ (725,522)	\$	(55,729)	\$ (48,728)		\$ (403,853)	\$ (538,585)	\$	(484,832)			<u> </u>		

City of Spokane - Parks & Recreation Recreation Financial Report October 2019

Monthly Comparison

Year-to-Date Comparison

						<u></u>										
	2019 Current													2018 YTD	2019 YTD	
	Adopted						2018	- 2019				20)18 - 2019	% of	% of	
	Annual	2019 Budget	201	8 October	201	19 October	Мо	nthly	2017	2018	2019		YTD	Annual	Annual	
	Budget	Balance		Actual		Actual	Diffe	erence	YTD Actual	YTD Actual	YTD Actual	D	ifference	Budget	Budget	Change in %
Revenue:																
Program Revenue	1,431,710	12,465		85,078		149,395	\$	64,318	1,475,663	1,266,948	1,419,245	\$	152,298	84.5%	99.1%	14.67%
Operating Transfers	*	=		-		-	\$	i es	*	=	æ	\$	*			
									4 455 660	4 000 040	A 440 B45		452.200	04.50/	00.10/	14.570/
TOTAL REVENUE:	\$ 1,431,710	\$ 12,465	\$	85,078	\$	149,395	Ş	64,318	1,475,663	1,266,948	\$ 1,419,245	\$	152,298	84.5%	99.1%	14.67%
Expenditures:																
Salaries and Wages	1,338,679	(291,137)		93,868		101,260	\$	(7,392)	1,363,716	1,369,314	1,629,816	\$	(260,502)	110.7%	121.7%	11.10%
Personnel Benefits	286,033	(35,114)		23,822		30,077	\$	(6,255)	264,539	267,356	321,147	\$	(53,791)	103.5%	112.3%	8.74%
Supplies	310,751	9,271	25	18,957		20,526	\$	(1,570)	276,134	274,048	301,480	\$	(27,431)	89.3%	97.0%	7.76%
Services and Charges	1,368,915	120,598		189,184		157,246	\$	31,938	1,194,560	1,138,807	1,248,317	\$	(109,509)	83.7%	91.2%	7.46%
Interdepartment Svcs	16,950	(2,599)	[3,366		12,816	\$	(9,450)	2	19,819	19,549	\$	270	116.9%	115.3%	-1.59%
Intergovernment Svcs	5,200	1,502		397		600	\$	(203)	3,636	4,066	3,698	\$	368	78.2%	71.1%	-7.07%
Subtotal Op. Exp.	\$ 3,326,528	\$ (197,479)	\$	329,594	\$	322,526	\$	7,068	3,102,586	3,073,411	\$ 3,524,007	\$	(450,596)	96.5%	105.9%	9.44%
Transfers Out	~	*		-		-	\$::=:	15,513	15,513	-	\$	15,513	100.0%		-100.00%
TOTAL EXPENDITURES:	\$ 3,326,528	\$ (197,479)	\$	329,594	\$	322,526			3,118,099	3,088,924	\$ 3,524,007	!		96.5%	105.9%	9.42%
Total Funding:	\$ (1,894,818)		\$	(244,517)	\$	(173,131)			\$ (1,642,436)	\$ (1,821,976)	\$ (2,104,761)				

City of Spokane - Parks & Recreation Riverfront Park Financial Report October 2019

Monthly Comparison

Year-to-Date Comparison

	20	19 Current			0.1			•										2018 YTD	2019 YTD	
	ı	Adopted							20	18 - 2019								% of	% of	<u> </u>
		Annual	20	19 Budget	20.	18 October	201	9 October		/lonthly	2017	2	2018	2	2019	20:	18 - 2019	Annual	Annual	
		Budget		Balance		Actual		Actual		fference	YTD Actual		Actual		Actual		Difference	Budget	Budget	Change in %
Revenue:		Dauber		Dalatice		, ictual	_	, , , , , , , , , , , , , , , , , , , ,		THETETIO	11071000									
÷:		2 474 722		720 650		4.00.004		452.064		/C 250\	740.000	4	006 017	2	754.072	\$	007.155	E7 00/	70.20/	21 50%
Program Revenue		3,474,730		720,658		160,221		153,864	\$	(6,358)	740,089	Ι,	,886,917	Ζ,	754,072	>	867,155	57.8%	79.3%	21.50%
Operating Transfers		-		-		-		-	\$	320	2		-		*	\$	*			
TOTAL REVENUE:	\$	3,474,730	\$	720,658	\$	160,221	\$	153,864	\$	(6,358)	740,089	1,	886,917	\$ 2,	754,072	\$	867,155	57.8%	79.3%	21.50%
Expenditures:																				
Salaries and Wages		1,859,983		188,044		130,754		152,980	\$	(22,225)	847,273	1,	400,162	1,	671,939	\$	(271,776)	71.3%	89.9%	18.60%
Personnel Benefits	1	612,570		229,820		32,684		39,602	\$	(6,918)	239,557		332,153		382,750	\$	(50,597)	59.7%	62.5%	2.82%
Supplies		505,758		49,252		43,877		61,350	\$	(17,473)	125,996		411,434		456,506	\$	(45,072)	71.3%	90.3%	18.92%
Services and Charges		748,059		170,481		63,470		70,726	\$	(7,256)	392,811		389,095		577,578	\$	(188,483)	71.8%	77.2%	5.39%
Interdepartment Svcs		14		(208)		(2)		-	\$	(*0)	*				208	\$	(208)		#DIV/0!	#DIV/0!
Intergovernment Svcs		33,400		13,868		2,049		1,339	\$	710	11,592		17,413		19,532	\$	(2,118)	52.1%	58.5%	6.34%
Subtotal Op. Exp.	\$	3,759,770	\$	651,259	\$	272,834	\$	325,997	\$	(53,163)	1,617,229	2,	,550,257	\$ 3,	.108,511	\$	(558,254)	69.4%	82.7%	13.24%
Transfers Out		237,030		118,515		·		-	\$	•	119,615		119,615		118,515	\$	1,100	50.2%	50.0%	-0.23%
TOTAL EXPENDITURES:	\$	3,996,800	\$	769,774	\$	272,834	\$	325,997			1,736,843	2,	669,871	\$ 3,	227,026			68.3%	80.7%	12.47%
Total Funding:	\$	(522,070)			\$	(112,613)	\$	(172,133)			\$ (996,754)	\$ (782,954)	\$ (472,953)					

City of Spokane - Parks & Recreation Park Operations Financial Report October 2019

Monthly Comparison

Year-to-Date Comparison

7	20	19 Current				1110-4124		//									2018 YTD	2019 YTD	
	/	Adopted							20	18 - 2019							% of	% of	
		Annual	20	19 Budget	20:	18 October	201	9 October	ſ	Monthly	2017	201	8	2019		2018 - 2019	Annual	Annual	
		Budget		Balance		Actual		Actual	D	ifference	YTD Actual	YTD Ac	tual	YTD Actua	1 '	YTD Difference	Budget	Budget	Change in %
Revenue:																			
Program Revenue		190,430		77,209		74,730		5,322	\$	(69,408)	134,618	200	0,931	113,2	21	\$ (87,710)	105.5%	59.5%	-46.06%
Operating Transfers		300		1/2/		-		-	\$	-	5		•)			\$			
TOTAL REVENUE:	\$	190,430	\$	77,209	\$	74,730	\$	5,322	\$	(69,408)	134,618	200	0,931	\$ 113,2	21	\$ (87,710)	105.5%	59.5%	-46.06%
Expenditures:																			
Salaries and Wages		2,641,563		456,619		218,833		236,794	\$	(17,961)	1,982,683	2,100	0,988	2,184,9	14	\$ (83,955)	82.4%	82.7%	0.31%
Personnel Benefits		852,541		134,259		76,421		77,160	\$	(740)	667,873	700	0,731	718,2	32	\$ (17,551)	77.4%	84.3%	6.81%
Supplies		180,302		26,749		16,669		15,865	\$	804	116,996	15:	1,841	153,5	53	\$ (1,712)	86.2%	85.2%	-0.99%
Services and Charges		1,103,974		65,789		149,611		40,331	\$	109,280	980,655	878	8,726	1,038,18	35	\$ (159,459)	79.0%	94.0%	15.04%
Interdepartment Svcs		200				(9)		8	\$	-	æ		30.7	38		\$ ∞			
Intergovernment Svcs		127		(4,816)		0.20		2	\$	¥	-	4	4,943	4,83	L6	\$ 128		#DIV/0!	#DIV/0!
Subtotal Op. Exp.	\$	4,778,380	\$	678,601	\$	461,534	\$	370,151	\$	91,383	3,748,208	3,83	7,229	\$ 4,099,7	79	\$ (262,550)	80.9%	85.8%	4.90%
Transfers Out		3.				95		₹	\$	ä	25,526	2!	5,526	-		\$ 25,526	100.0%	8	-100.00%
TOTAL EXPENDITURES:	\$	4,778,380	\$	678,601	\$	461,534	\$	370,151			3,773,734	3,862	2,755	\$ 4,099,7	79		81.0%	85.8%	4.80%
Total Funding:	\$	(4,587,950)			\$	(386,804)	\$	(364,829)			\$ (3,639,116)	\$ (3,66	1,824)	\$ (3,986,5	58)				

City of Spokane - Parks & Recreation Administration Financial Report October 2019

M	on	th	ly	Co	m	pa	ris	on

Year-to-Date Comparison

	2019 C	urrom*					/									2018 YTD	2019 YTD	
	l								40 2040									
	Adop								18 - 2019							% of	% of	
	Ann	ual	2019 Budg	t 2	018 October	201	19 October		Monthly	2017	2018		2019	2	018 - 2019	Annual	Annual	
	Bud	get	Balance		Actual		Actual	D	ifference	YTD Actual	YTD Actual	YT	'D Actual	YTI	D Difference	Budget	Budget	Change in %
Revenue:																		
Program Revenue	67	75,300	111,7	.5	12,390		101,371	\$	88,981	560,542	490,673		563,585	\$	72,912	63.5%	83.5%	19.97%
Operating Transfers	15,48	3,651	-	-1	1,094,234		1,119,064	\$	=	11,628,668	12,036,574	1	3,245,523	\$	1,208,949	82.2%	85.5%	3.38%
TOTAL REVENUE:	\$ 16,15	8,951	\$ 2,349,8	3 \$	1,106,624	\$	1,220,435	\$	88,981	12,189,210	12,527,247	\$ 1	3,809,108	\$	1,281,861	81.2%	85.5%	4.23%
Expenditures:																		
Salaries and Wages	2,44	5,184	672,9	1	177,808		167,097	\$	10,712	1,396,675	1,796,517		1,772,283	\$	24,234	81.4%	72.5%	-8.91%
Personnel Benefits	81	1,749	222,9	0	62,792		57,259	\$	5,533	458,319	615,266		588,809	\$	26,457	77.2%	72.5%	-4.66%
Supplies	21	.8,243	70,5	1	16,727		5,148	\$	11,578	57,612	102,586		147,692	\$	(45,106)	70.1%	67.7%	-2.45%
Services and Charges	1,43	8,409	206,5	2	49,049		88,648	\$	(39,599)	438,913	604,652		1,231,817	\$	(627,165)	79.8%	85.6%	5.84%
Interdepartment Svcs	2,62	8,735	705,3	5	138,308		143,806	\$	(5,498)	1,751,948	2,096,556		1,923,340	\$	173,216	81.0%	73.2%	-7.86%
Intergovernment Svcs	1	1,500	7,1	6	401		32	\$	368	18,620	2,749		4,324	\$	(1,576)	23.9%	37.6%	13.70%
Subtotal Op. Exp.	\$ 7,55	3,820	\$ 1,885,5	5 \$	445,084	\$	461,990	\$	(16,906)	4,122,088	5,218,326	\$	5,668,265	\$	(449,939)	80.2%	75.0%	-5.16%
Transfers Out	5	3,794	26,8	7	-		-	\$	*	76,298	331,298		26,897	\$	304,401	92.5%	50.0%	-42.49%
TOTAL EXPENDITURES:	\$ 7,60	7,614	\$ 1,912,4	2 \$	445,084	\$	461,990			4,198,386	5,549,624	\$	5,695,162			80.8%	74.9%	-5.97%
Total Funding:	\$ 8,55	1,337		\$	661,540	\$	758,445			\$ 7,990,824	\$ 6,977,623	\$	8,113,946					

City of Spokane - Parks & Recreation Capital Financial Report October 2019

Monthly Comparison

Year-to-Date Comparison

	F:									2018 YTD	2019 YTD	
	2019 Current				20	18 - 2019				% of	% of	
	Adopted	2019 Budget	2018 October	2019 October	1	Monthly	2017	2018	2019	Annual	Annual	
	Annual Budget	Balance	Actual	Actual	D	ifference	YTD Actual	YTD Actual	YTD Actual	Budget	Budget	Change in %
Revenue:												
Grants Receivable	1,510,000	1,288,157	€.	<u> </u>	\$	•	12,590	(246,475)	221,843	-27.7%	14.7%	42.35%
Expenditures:												
Capital Outlay	6,333,286	4,875,413	179,715	660,002	\$	(480,288)	1,602,192	1,065,902	1,457,873	24.7%	23.0%	-1.69%

City of Spokane - Parks & Recreation Parks Fund -- 1400 **Financial Report** October 2019

Monthly Compariso

Year-to-Date Comparison

(221,842.90)

1,457,873.03

(1,468,215.49)

\$

	2019 Current				er					2018 YTD	2019 YTD	
	Adopted				2018 - 2019					% of	% of	
	Annual	2019 Budget	2018 October	2019 October	Monthly	2017	2018	2019	2018 - 2019	Annual	Annual	Change in
	Budget	Balance	Actual	Actual	Difference	YTD Actual	YTD Actual	YTD Actual	YTD Difference	Budget	Budget	%
Operating Revenue:												
Program Revenue	5,863,170	933,274	336,891	416,108	\$ 79,217	2,933,189	3,863,113	4,929,896	\$ 1,066,783	66.2%	84.1%	17.87%
Operating Transfers	17,049,651	3,738,128	1,094,234	1,119,064	\$ 24,830	11,744,668	12,102,574	13,311,523	\$ 1,208,949	82.2%	78.1%	-4.17%
Total Operating Revenue:	\$ 22,912,821	\$ 4,671,402	\$ 1,431,125	\$ 1,535,172	\$ 104,047	\$ 14,677,857	15,965,687	\$ 18,241,419	\$ 2,275,732	77.7%	79.6%	1.92%
Operating Expenses:												
Salaries and Wages	8,744,683	1,132,275	649,649	692,523	\$ 42,874	5,924,838	6,993,571	7,612,408	\$ (618,836)	83.3%	87.1%	3.72%
Personnel Benefits	2,719,029	588,550	204,926	215,385	\$ 10,458	1,722,217	2,017,019	2,130,479	\$ (113,461)	75.5%	78.4%	2.88%
Supplies	1,246,921	175,074	100,606	104,567	\$ 3,961	605,127	967,092	1,071,847	\$ (104,755)	77.6%	86.0%	8.39%
Services and Charges	4,880,802	639,836	469,545	364,479	\$ (105,066)	3,132,786	3,185,411	4,240,966	\$ (1,055,555)	79.5%	86.9%	7.35%
Interdepartment Svcs	2,669,485	726,388	141,674	156,622	\$ 14,948	1,751,948	2,117,177	1,943,097	\$ 174,080	80.6%	72.8%	-7.77%
Intergovernment Svcs	50,100	17,730	2,847	1,972	\$ (875)	33,847	29,171	32,370	\$ (3,199)	58.2%	64.6%	6.38%
Total Operating Expenses:	\$ 20,311,020	\$ 3,279,854	\$ 1,569,248	\$ 1,535,548	\$ (33,700)	\$ 13,170,763	15,309,440	\$ 17,031,166	\$ (1,721,726)	80.6%	83.9%	3.25%
Net Op. Income (Loss):	\$ 2,601,801	\$ 1,391,548	\$ (138,123)	\$ (376)	\$ 137,747	\$ 1,507,094	656,246	\$ 1,210,253	\$ 3,997,458	-2.9%	-4.2%	-1.34%
Other Financial Activity:												
Grants Revenue	1,510,000	::#:	(#?		\$ -	12,590	(246,475)	221,843	\$ (468,318)	-27.7%	14.7%	42.35%
Capital Outlay	(6,333,286)	- 1	(179,715)	(660,002)	\$	(1,602,192)	(1,065,902)	(1,457,873)	\$ 391,971	24.7%	23.0%	-1.69%
Transfers Out	(290,824)	88	353	.5	\$ 75	(239,593)	(494,593)	(145,412)	\$ (349,181)	77.3%	50.0%	-27.28%
Total Other Activity:	\$ (5,114,110)	\$ -	\$ (179,715)	\$ (660,002)	\$	\$ (1,829,194)	(1,806,970)	\$ (1,381,442)	\$ (425,528)	44.5%	27.0%	-17.47%
Total Funding:	\$ (2,512,309)	\$ 1,391,548	\$ (317,837)	\$ (660,378)	\$ 137,747	\$ (322,100)	\$ (1,150,724)	\$ (171,189)	\$ 3,571,930	\$ 0	\$ 0	\$ (0)
(Rev. less Exp.)												

Grants Receiveable

Capital Expenditures

Beginning Fund Balance	\$	1,893,887
5% Reserve Requirement	\$	(1,321,756)
Revenue Stabilization Reserve	\$	(300,000)
Other Program Reserves	\$	(285,397)
Beginning Reserves	\$	(13,266)
Non-Capital Encumbrances	\$	(643,727)
Net Revenue (Expense)	\$	(171,189)
Add Back Revenue Stabil. Reserve	\$	100
Ending Fund Balance Reserves	\$	(828,183)
*Anticipated Revenued	\$	860,000
	4	

Capital Encumbrances **Projected Fund Balance** \$ 31,817

^{*} Includes \$750,000 grant revenues from RCO for SE Sports Complex; and approximately \$110,000 reimbursement from Bond Fund for Fund 1400 expenditures.

City of Spokane - Parks & Recreation Golf Fund -- 4600 Financial Report October 2019

Year-to-Date Comparison Monthly Comparison 2018 YTD 2019 YTD 2019 Current % of % of Adopted 2018 - 2019 Change in **Annual** 2019 Budget 2018 October 2019 October Monthly 2017 2018 2019 2018 - 2019 Annual Annual **Budget** Balance Actual Actual Difference YTD Actual YTD Actual YTD Actual YTD Difference Budget Budget % **Notes:** Revenue: (322,259)85.2% 76.7% -8.47% \$ 3,066,765 3,242,600 2,920,341 \$ Program Revenue 3,805,270 204,323 123,557 (80,766)\$ 130,199 \$ 57,131 Pre-Sale Revenue 60,671 73,068 \$ 13,500 \$ Pepsi Commissions 26,656 \$ 143,002 560,807 \$ 417,805 Facility Improvement Fee 15,007 11,649 Other Transfers In \$ 45,000 150,213 \$ 166.177 90.9% 95.3% **TOTAL REVENUE:** \$ 3,805,270 \$ (180,423) \$ 219,330 \$ (69,117)3,172,436 3,458,671 \$ 3,624,847 \$ 4.37% **Expenditures:** Salaries and Wages 988,928 \$ 2,226 81.4% 81.4% 0.02% 226,139 104,069 \$ (7,138)1,022,346 991,154 1,215,067 111,207 36,698 \$ 333,956 320,119 \$ 13,837 98.3% 98.5% 0.25% **Personnel Benefits** 324,942 4,823 39,514 (2,816)347,191 Supplies 345,750 67,718 34,043 57,840 \$ 23,796 256,784 265,608 278,032 \$ (12,424)79.6% 80.4% 0.83% -9.50% Services and Charges 1,064,099 316,883 155,297 62,152 \$ (93,145)909,470 801,332 747,216 \$ 54,116 79.7% 70.2% 75.0% 74.5% -0.50% Interdepartment Svcs 286,529 72,953 13,099 12,491 \$ (607)264,788 271,387 213,576 \$ 57,811 Intergovernment Svcs 21,000 (1,110)2,847 2,628 \$ (219)19,361 21,230 22,110 \$ (881)101.1% 105.3% 4.19% Subtotal Op. Exp. \$ 3,257,387 \$ 687,405 356,008 \$ 275,879 \$ (80, 128)2,819,939 2,684,667 \$ 2,569,982 \$ 114,685 81.9% 78.9% -2.96% Capital Outlay 267,913 167,823 5,999 310 \$ (5,688)175.076 29,727 100.090 \$ (70,363)8.2% 37.4% 29.11% 275.934 \$ 112,967 \$ (112,967)40.9% 40.94% Transfers Out 162,967 **TOTAL EXPENDITURES:** \$ 362,006 \$ 2,995,015 2,714,394 \$ 2,783,038 \$ (68,645)73.6% 73.2% -0.34% \$ 3,801,234 \$ 1,018,196 276,190

177,421 \$

744,277 \$

841,809 \$

234,821

Beginning Fund Balance	\$ 126,813
Less 7% Reserve Requirement	\$ (266,086)
Beginning 2018 Excess Reserves	\$ (139, 273)
2018 YTD Change in Cash	\$ 841,809
Encumbrances at Month End	
Facility Improvement Reserve	\$ (591,924)
2018 YTD Available Cash	\$ 110,612

4,036

Total Funding:

(Rev. less Exp.)

\$ (63,568)

(125,977)

(142,677) \$

Fund 1950 - Park Cumulative Reserve Fund

January 1, 2019 through October 31, 2019

		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	Fund Balance Category	_
	General Purposes	\$ 43,896.20	\$ 7,850.75	\$ 22,819.29	\$ 28,927.66	\$	\$ 28,927.66	Undesignated	_
	Computer Replacement & Software	40,411.60	*	38,406.59	2,005.01	1,143.94	861.07	Designated	
a	Fleet Replacement	443,065.35	•	74,611.78	368,453.57		368,453.57	Designated	Capital
	Sky Prairie/5-Mile	38,466.19		3%	38,466.19		38,466.19	Designated	Capital
b	RFP Recreation Equipment	9,876.05	1,035.00		10,911.05		10,911.05	Designated	Capital
ь	Recreation Capital Replacement	7,587.54	260	3,000.00	4,587.54		4,587.54	Designated	Capital
ь	Golf Capital	50,000.00		50,000.00				Designated	Capital
c	Capital Equipment Maint./Replacement	300,000.00	(37)	*	300,000.00	1	300,000.00	Designated	Capital
	CIP Projects	125,000.00	19	1,950.00	123,050.00)	123,050.00	Designated	Capital
	Turf Replacement	120,000.00	(-)	*	120,000.00)	120,000.00	Designated	Capital
	Tennis Courts, USTA Private Grant	55,819.93	16	4,229.40	51,590.53	37,089.78	14,500.75	Designated	Capital
	Rochester Heights, Trugreen Foundation	5,000.00	72.1	2	5,000.00)	5,000.00	Designated	Capital
	Northbank Soil Mitigation	160,505.87	148	160,505.87	*			Designated	Capital
g	Dutch Jake's Park		77,000.00		77,000.00	80,821.91	(3,821.91)	Designated	Capital
d	Skyride	82,900.56	22	56,031.65	26,868.93	21,138.54	5,730.37	Designated	Risk
e	Reserved for Property Donations	45,583.80		11110-1	45,583.80		45,583.80	Restricted	Repairs/Maintenand
f	Conservation Futures	123,911.27	15,278.04	2,150.78	137,038.53	18,739.22	118,299.31	Restricted	Property Donations
•	Riverfront Conservation Futures Loan					111 10-		Restricted	Futures
		\$ 1,652,024.36	\$ 101,163.79	\$ 413,705.36	\$ 1,339,482.79	\$ 158,933.39	\$ 1,180,549.40		Futures

\$ 1,343,743.40

\$ (4,260.61) closing entries to be done by Centralized Acct.

\$ 308,280.96

>Ashland Estate >Drumheller Springs

FOOTNOTES:

- a 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.
- **b** Used for the purpose of replacing capital equipment for each designated department with the use of auction proceeds.
- c 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.
- **d** Designated for Skyride maintenance and repairs. Payments for 2005A Bond previously paid from these funds are now budgeted and expensed from Parks Fund.
- e Donations and grant revenues allocated for maintenance and operations of the following properties:

>Romine

g Proceeds from West Quadrant TIF allocated specifically for Dutch Jake's Park project.

>Camp Sekani >Latah Creek

Riverfront Park Redevelopment Project

Budget Adopted October 2019

Riverfront Park Capital Redevelopment Bond Geographical Projects Summary January 1, 2015 through October 31, 2019

		l	pended as of				Total of YTD	_	
Project Component	Budget	'	October 31, 2019	10	Committed to Date	8	Expended and Committed	Bu	idget Balance to Date
Troject component	 baaget				Dute				
 South Bank West (Rec. Rink, Rink/Skyride Facility) 	\$ 10,412,530	\$	10,412,530	\$	-	\$	10,412,530	\$	
2. South Bank Central (Looff Carrousel)	\$ 11,743,839	\$	11,717,325	\$	27,290	\$	11,744,615	\$	(776)
3. Howard Street South Channel Bridge	\$ æ	\$	**	\$	*	\$	v	\$	(*)
4. Promenades and West Havermale	\$ 8,179,273	\$	5,918,874	Ś	528,677	\$	6,447,551	Ś	1,731,722
5. U.S. Pavilion	\$ 22,564,788	ľ	20,426,487		1,667,101	\$	22,093,588		471,200
6. snx ^w mene?	\$ 1,741	\$	1,741	\$	-	\$	1,741	\$	
7. North Bank	\$ 9,504,662	\$	1,079,339	\$	1,112,243	\$	2,191,582	\$	7,313,080
8. South Bank East	\$ 156,847	\$	156,847	\$	-	\$	156,847	\$	· •
Program Level Owner Costs	\$ 5,498,692	\$	4,056,657	\$	253,008	\$	4,309,665	\$	1,189,027
TOTAL	\$ 68,062,372	\$	53,769,800	\$	3,588,319	\$	57,358,119	\$	10,704,253

68,063,791 rounding off