



**Special Meeting of the Land Committee of the
Spokane Park Board**

January 6, 2016, 3:00 p.m. – 5:00 p.m.

City Hall **Council Briefing Center Conference Room – Lower
Level**

808 W Spokane Falls Boulevard
Spokane, Washington

Committee Members:

Van Voorhis, Ken – Chairperson
Kelley, Ross
McGregor, Ted
Selinger, Samuel
Traver, Susan

A special meeting of the City of Spokane Park Board will be held at **3:00 p.m.** on Wednesday, January 6, 2016, City Hall **Council Briefing Center Conference Room, Lower Level**, City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format for the Land Committee of the City of Spokane Park Board. Because a quorum of the Park Board may be present, the standing committee meeting will be conducted as a committee of the whole board.

The meeting will be open to the public, with the possibility of moving into executive session only with the members of the Park Board and appropriate staff. Discussion will be limited to appropriate officials and staff. Public testimony may be taken at the discretion of the committee chair.

Agenda

Action Items:

1. Heath Park Agreement with St. Aloysius – Tony Madunich

Information Items:

1. Conservation Futures Update – Tony Madunich
2. Southside Sports Complex / KXLY Transaction – Leroy Eadie

Discussion Items:

1. Property Adjacent to Drumheller Springs – Tony Madunich
2. Grounds Maintenance of other City Owned Properties – Garrett Jones
3. Bridge Maintenance – Ken Van Voorhis and Staff

Standing Report Items:

1. Park Operations Financial Report (if available) – Tony Madunich
2. Capital Projects Update – Garrett Jones
3. CSO Tank Update – No Update

Agenda is subject to change

Please note: Agenda is subject to change. **AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may contact Lisa Richards, 48 hours before the meeting date, at (509) 625-6909; Human Resources, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or lrichards@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Richards at (509) 625-6909 through the Washington Relay Service at 7-1-1.

AGREEMENT

This Agreement is between the City of Spokane Parks and Recreation Department, whose address is 808 W. Spokane Falls Blvd., Spokane, WA 99201 (Parks) and the Saint Aloysius Parish, whose address is 330 E Boone Ave., Spokane, WA 99202 (Parish).

WHEREAS, for 35 years Parks has leased from the Catholic Diocese of Spokane land commonly referred to as "Heath Park," located in the East 600 block of Augusta Avenue near the Saint Aloysius Grade School (the Premises, identified as Exhibit A), and

WHEREAS, this lease ends on 12/31/2015, and

WHEREAS, the parties hereto desire to continue some public use of the Premises but do not wish to continue with the existing lessor-lessee relationship, and

WHEREAS, this Agreement will identify the rights and obligations of the parties concerning the Premises –

NOW, THEREFORE, the Parish and Parks agree as follows:

1. Parks will inspect, maintain and repair the playground equipment and fall-surfacing depicted in Exhibit B only. Replacement of playground equipment, once it has reached the end of its useful life, is dependent upon available funding. Parks is not obligated to replace the playground equipment under this agreement.
2. The Parish will inspect the Premises and pick up garbage and litter daily and will repair and maintain all fencing.
3. The Parish will have non-exclusive use and supervision of the playground equipment from 7:00 am opening of the Premises until 6:00 pm, Monday through Friday. The Parish will inform Parks of any safety issues it observes or should have observed concerning the playground equipment.
4. The Parish will indemnify and hold harmless the City of Spokane against any claims that arise from use of the playground equipment during the hours when the Parish has the use and supervision of the playground equipment. In the hours the Parish does not have use and supervision of the equipment (Section 3), the City of Spokane will indemnify and hold harmless the Parish against any claims that arise from use of the

equipment. Each party will be responsible for its own negligence and neither party shall be responsible for the negligent acts or failures to act of the other party.

5. This Agreement will require the advance approval of both parties if the playground equipment depicted in Exhibit B is to be moved or altered by either party.
6. The Parish will manage and care for the remainder of the property identified in Exhibit A.
7. The term of this Agreement is three (3) years, commencing on January 1, 2016.
8. The Parish shall maintain at its sole expense and for the term the City enters the premises; General Liability Insurance coverage for the "Heath Park" premises, in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00). The Parish shall provide the City with a current Certificate of Insurance naming the City of Spokane as Additional Insured.
9. This Agreement may be modified with mutual agreement of the parties, and executed with the same written formality as this Agreement.
10. CONTRACT DOCUMENTS. The contract documents are this Agreement and any supporting documents outlining the Heath Park premises and the City Parks and Recreation Department's use. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These contract documents are on file in the City of Spokane Parks and Recreation Department, and are incorporated into this Agreement by reference, as if they were set forth at length.
11. TERMINATION. Either party may terminate this Agreement by thirty (30) days written notice to the other party. In the event of such termination, the parties shall agree and finalize all work, discussions and understandings previously authorized and performed prior to the termination date.
12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The parties agree 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 parties.
13. ASSIGNMENTS. The parties may not assign, delegate, transfer or sublet any part of the work under this Agreement, or assign any monies due, without the written approval of the parties, except as may be required by law.
14. ANTI KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire

any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

15. INTEGRATION. This Agreement, including any and all exhibits and schedules referred to herein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
16. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
17. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that apply to the subject matter of this Agreement, and thus are incorporated herein by reference.
18. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in a court of competent jurisdiction in Spokane County, Washington.
19. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.