



Spokane Park Board Land Committee

3:30 p.m. Tuesday, September 1, 2021

WebEx Virtual Meeting

Dial in: 408-418-9388

Access code: 2496 515 6357

Al Vorderbrueggen – Operations Director

Committee members

Greta Gilman – Chair

Sally Lodato

Hannah Kitz

Kevin Brownlee

Notice is hereby given that, pursuant to Gov. Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until the termination of the COVID-19 State of Emergency.

The Land Committee meeting will be held virtually via WebEx teleconferencing at 3:30 p.m. Wednesday, September 1, 2021. The public will be able to listen to the meeting by calling 408-418-9388 and entering the access code 2496 515 6357 when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. September 1 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to meeting attendees prior to the meeting.

Agenda

Call to order – Greta Gilman

Public comment – Greta Gilman

Action items

1. [Liberty Park Smart Park MOU](#) – Al Vorderbrueggen

Discussion items

1. Dog Park process – Garrett Jones
2. Parks Parking update – Al Vorderbrueggen

Standing report items

1. [Park report](#) – Carl Strong

Adjournment

Agenda Subject to Change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or erahrclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Sept. 1, 2021		
Requester	Al Vorderbrueggen	Phone number: 363-5464	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Liberty Park Smart Park memorandum of understanding		
Begin/end dates	Begins: 09/13/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Since 2014, the Parks & Recreation Dept. has been working with Avista, Urbanova and Itron to develop a series of use cases designed to improve residents' perceptions of safety, security and equity in Liberty Park. The addition of new smart city sensors has the additional goal of providing new actionable insights for park planning, operations and maintenance while measurably improving safety, utilization, and inclusiveness at the park and the new Library and associated amenities scheduled to open in 2021. This pilot project will be at no cost to the city.			
Motion wording: Approval of an MOU between Avista, Urbanova, Itron and City of Spokane Parks & Recreation Dept regarding the design, installation and maintenance of the Smart Park Research Project Concept at Liberty Park.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Al Vorderbrueggen Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$0.00 Budget code: NA			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

Liberty Park – Research Project Concept

Memorandum of Understanding

I. Purpose:

This Memorandum of Understanding (“MOU”) is entered into by Avista Corporation (“Avista”), a public corporation; Itron, Inc. a public corporation (“Itron”), Urbanova, a non-profit corporation (“Urbanova”) and the City of Spokane Parks and Recreation Department (“the City”) to define the parties’ understandings regarding the collaboration on the City of Spokane’s Liberty Park.

II. Background:

Since 2014, Avista, the City, and Itron (among other organizations) have been participants and leaders relating to the Spokane University District smart city efforts. Progress has been made, including the formation of Urbanova, a non-profit urban innovation collaboration, and the successful implementation of a number of pilot projects including smart and connected streetlights, localized air quality associations with human health, and incorporating measures of resident voice and well-being into the design of project initiatives. As a next step in this collaboration, Itron, Avista, Urbanova and the City of Spokane’s Parks Department intend to develop a series of use cases designed to improve residents’ perceptions of safety, security and equity in Liberty Park. The project will expand the University District streetlight pilot to include Liberty Park and surrounding areas, in subsequent phases. The result is intended to be a multi-purpose IoT canopy. The addition of new smart city sensors has the additional goal of providing new actionable insights for park planning, operations and maintenance while measurably improving safety, utilization, and inclusiveness at the park and the new Library and associated amenities scheduled to open in 2021.

City of Spokane Parks and Recreation Goals

Listed below in general priority order are goals of the city. These are referenced to assist all partners to understand what would add value to this project. These are not requirements, and serve to be guiding information to help focus the desired end state of the project.

1. Where pedestrians enter or leave park, wayfinding (e.g. Ben Burr trail)
2. Counts during Library open hours versus closed
3. Geo-fencing, based on times, with messaging for afterhours users
4. Detection of unauthorized access
5. Irrigation -- advanced watering meters
6. Weather impacts on numbers, activities
7. Air quality impacts on numbers, activities
8. Lighting control

III. Definitions:

For purposes of this Smart Park Research Project, the following terms have the ascribed meaning:

Street Lights: Avista owned streetlights and poles surrounding Liberty Park.

Hardware: means luminaires, lighting controllers, sensor integration hardware, sensor devices and associated physical components.

Network: means an Itron-supplied network canopy. The network is comprised of approximately up to five wireless access points, which have a cellular wide area network (WAN) connection to the cloud, and a meshneighborhood area network (NAN) connection to edge devices, such as sensors.

Access Point: means the specific hardware used to route data from sensors for backhaul to the back office and/or Urbanova Cloud.

Sensors: means sensing devices, which can be owned by Itron or any third-party partner granted access to the network.

Data: means data collected from the Itron-owned sensors any third-party sensors that may be granted access to the network, that are intended for shared use by the Urbanova Partners, and which specifically excludes any personally identifiable information (PII). Note: no third-party sensors will be included in the phase 1 activities of this effort.

Urbanova: means the non-profit organization with the purpose of improving economic, social and environmental equity and resilience in communities by forging collaborations, harnessing data and empowering people to discover and develop new ways to solve urban challenges.

Urbanova Cloud Platform: means a shared platform to host the Data structured in a way such that authorized Urbanova Partners may access the Data. The network shall be configured such that sensor data has a path to the Urbanova Cloud platform. Itron will establish a project instance within Urbanova Cloud and will serve as the authorizing agent to determine access to the data posted into the project. See section IV D.

Urbanova Partners: means the City of Spokane, Avista Corporation, Itron, Inc., McKinstry, Co., Washington State University, Gallup, Verizon and the University District Development Association. The list of partners is not limited to this group, additional partners may be added.

Data Governance Plan: means the agreed upon framework by which users of the Urbanova platform agree to share their data with other Urbanova users. Itron will cooperate with the spirit of the Data Governance Plan, however, the plan is insufficiently complete and released to be utilized as a referenced framework for this MOU.

Personally Identifiable Information:

Personally Identifiable Information ("PII") means any information about an individual, including, without limitation: (A) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, biometric records, personal electronic mail address, Internet identification name, network password, or Internet password; or (B) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, as well as website tracking or analytic "cookie" information, usage and traffic data or profiles, meter location,

or other usage data when combined with any of the information specified in (A). PII does not include data that has been anonymized.

NOW, THEREFORE, in order to achieve the goals of the Project, the Parties agree to the statements below regarding their intentions, and their relative commitments.

IV. Phase One Itron Agreements:

Itron will provide all hardware and software required for phase one of the Liberty Park, Research Project. Any subsequent phases of the project will be covered by this MOU but will require a separate scope of work. Itron, as a statement of its commitment agrees to the following:

- a. Develop a scope of work for phase one of the project, with a duration of six months.
- b. Provide project management resources to lead the phase one project, collaborating with all stakeholders
- c. Integration services related to Streetlight Vision (SLV) software
 - a. Itron to provide access to streetlight and sensor data to City and any partners specifically authorized by the City.
- d. Itron will post relevant data, as defined by Itron, Avista, Urbanova and the City, to Urbanova Cloud. Itron will establish and maintain the data workspace as a project in Urbanova cloud. Itron commits to establishing (granting) full sharing rights for the repositied data with Avista, the City, and Washington State University collaborators and others as brought forward by the Urbanova core team.
- e. Provide one Access Point (location determined by coverage and data needs), and up to 10 smart streetlight controls. Specific details defined in the scope of work.
- f. Install up to 1-2 of each sensor type. Specific sensors will be defined in the scope of work.
- g. With input from stakeholders, develop and distribute press release, written case study and video case study promoting the Liberty Park Research Project.

V. Phase One Avista Agreements:

Avista will provide services necessary to support installation and limited maintenance of network gear and smart lighting fixtures, for the Liberty Park, Research project. Avista, as a statement of its commitment agreeesto the following:

- a. Provide support in the scoping of a canopy network deployment, including supplying Itron with pole locations for use in network design.
- b. Provide installation of one access point, and up to six luminaires with lighting controls inside the park boundary (not on roadways) using Avista crews who are qualified to install hardware on utility structures. In the case of equipment issues or failures requiring a field visit, Avista will make up to 2 pole visits per year to each device for removal or installation. The smart lighting controllers will be managed by the City.

VI. Phase One City of Spokane Parks and Recreation Department Agreements

The City of Spokane Parks and Recreation Department will collaborate with Itron, Avista and Urbanova to initiate a multi-phase smart park project, starting with a 6-month smart lighting and public safety proof of concept. The City, as a statement of its commitment agrees to the following:

- a. Provide physical locations for mounting Itron owned or third party owned sensor devices.
- b. Access to facilities for equipment installation
- c. Provide power to all equipment included in the Project
- d. Dedicated staff to manage lighting, controls and sensors, including setting schedules, managing, dimming, viewing data and acting on data

VII. Phase One Urbanova Agreements

Urbanova will collaborate with Itron, Avista, and the City to securely share data with all parties via the Urbanova Cloud Platform. Urbanova, as a statement of its commitment agrees to the following:

- a. Provide insights from the data gathered under its Urbanova Neighborhood Impact initiative to inform use cases for the project.
- b. Assist project partners in identifying and engaging research professionals to guide the research questions deemed of greatest interest to the partners.
- c. Assist the project partners in evaluating the results of use case pilots and providing recommendations for future phases of work under the MOU.
- d. Assist the project partners in telling the story of the effort by sharing results and contributing to case studies.

VIII. Term and Termination: The Term of this MOU shall be five (5) years from the date of execution by the Parties (the "Term"), unless earlier terminated or extended in writing by the consent of all Parties. Either Party may terminate this MOU upon 10 days' written notice to the other Party.

IX. Ownership: Avista will own all Network Routers throughout the Term of this MOU. Sensor ownership will vary based on the application.

X. Confidentiality: Each party receiving, possessing, accessing or otherwise acquiring Confidential Information of another party acknowledges that the disclosing party's Confidential Information is the property of and confidential to, or a trade secret of, the disclosing party. The receiving party: (a) must keep the disclosing party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the disclosing party's prior written approval; (b) must take all reasonable steps to secure and keep secure all disclosing party's Confidential Information coming into its possession or control; (c) may not disclose any Confidential Information to anyone other than the receiving party's employees, agents, contractors or subcontractors and professional advisors who need to know such Confidential Information; and (d) must ensure that any person to whom it discloses Confidential Information in accordance with this provision is subject to binding confidentiality

obligations that are at least as restrictive as those set forth in this Agreement. These obligations of confidentiality do not apply to any information that is required to be disclosed by any applicable law or regulation; provided, however, that the receiving party must provide prior written notice of a request for such disclosure to the disclosing party with as much notice as reasonably possible under the circumstances. Confidential Information means any confidential, trade secret or other proprietary information disclosed under this MOU that is designated as "confidential" or which a reasonable person would assume is confidential, but excludes information that: (i) is now or becomes generally available to the public through no fault or breach of the receiving party; (ii) is rightfully in the receiving party's possession, or known by it, prior to its receipt from the disclosing party; (iii) is rightfully disclosed to the receiving party by a third-party, free of any obligation of confidentiality; or (iv) is developed by the receiving party independently and without reference to the disclosing party's Confidential Information

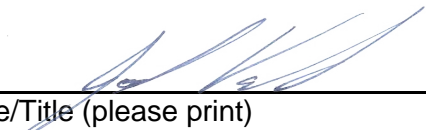
All parties understand that this Project is a Pilot and there are no system performance guarantees, all products, services and other deliverables are provided as-is, and each party disclaims all warranties, whether express, implied statutory or otherwise. Each party grants the other parties with a nonexclusive right to use their respective products and services as intended for this Pilot Project during the term of this MOU, but otherwise reserves all right, title, and interest in their respective intellectual property. No joint development will be conducted under this MOU. EXCEPT WITH RESPECT TO BREACHES OF CONFIDENTIALITY, NO PARTY WILL BE LIABLE TO ANOTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST CODE, DATA, INFORMATION OR MATERIALS, LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, COMPUTER OR SYSTEM DOWNTIME OR UNAVAILABILITY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AVISTA CORPORATION

Date _____

By: _____
Name/Title (please print)

ITRON

By:  _____
Name/Title (please print)

Date 08/31/2021

Joel Vach
VP Tax and Corporate Treasurer

CITY OF SPOKANE Parks and Recreation Department

Date _____

By: _____
Name/Title (please print)

Urbanova

 _____

Date August 31, 2021

By: Kim D. Zentz, Chief Executive Officer
Name/Title (please print)

PARK BOARD LAND COMMITTEE

September 1st

Equipment Replacement

Turf & Landscape Equipment Lease-to-own
with TurfStar Western

Two lease agreements due to timing of
when equipment will become available

Lease #1

- Total payment \$167,340.60
- Principle \$154,858.95
- 3.09% for 60 months
- \$2,789.01 monthly payment

Groundsmaster 3300 AWD

“Pony” Mowers

3 total-Park Ops



Groundsmaster 3200 2WD

“Pony” Mowers

1 total-Manito



Grandstand Mower

1 total-RFP



Lease #2

- Total payment \$181,922.40
- Principle \$168,352.90
- 3.09% for 60 months
- \$3,032.04 monthly payment

Groundsmaster 5900

1 total-Park Ops

“16’ Mower”



GTX Workman

4 total-TBD



Cart Replacement

Debris Blower

1 total-RFP

