



Spokane Park Board Land Committee

3:30 p.m. Wednesday, May 4, 2022

WebEx virtual meeting

Call in: 408-418-9388 Access code: 2493 689 7969

Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman – Chair

Sally Lodato

Hannah Kitz

Kevin Brownlee

The Land Committee meeting will be held virtually via WebEx teleconferencing at 3:30 p.m. Wednesday, May 4, 2022. The public will be able to listen to the meeting by calling 408-418-9388 and entering the access code 2493 689 7969, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. May 4 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

Special discussion item

1. Podium art – Melissa Huggins

Action Items

1. [Candy Rogers Memorial Playground naming proposal/AM Cannon Park playground](#) – Fianna Dickson
2. [University District PDA memorandum of agreement/Don Kardong Bridge small overlooks \(\\$70,000 revenue\)](#) – Nick Hamad
3. [TD&H Engineering contract amendment #3/Don Kardong Bridge rehabilitation design project \(not to exceed \\$217,110\)](#) – Nick Hamad
4. [Spokane Humane Society Urban Dog Park naming proposal/Riverfront dog park](#) – Jonathan Moog
5. [Washington State Recreation and Conservation Office/Rimrock to Riverside grant-authorizing resolution \(no cost\)](#) – Nick Hamad

Information items

1. Grandview Park right-of-way vacation – Nick Hamad
2. John C. Shields Park interlocal agreement – Nick Hamad
3. [Urban zipline overview](#) – Jonathan Moog

Standing Report Items

1. None

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	May 4, 2022		
Requester	Fianna Dickson	Phone number: 6297	
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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <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)	Candy Rogers Memorial Playground naming proposal/AM Cannon Park playground		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Please see proposal letter from the family of Candy Rogers. Based on staff research, it does not appear the playground is currently named.			
Motion wording: Move to approve the name of the playground at AM Cannon Park be the Candy Rogers Memorial Playground			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Fianna Dickson Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
Vendor: <input 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 type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Joanne Poss and Salliejo Evers
14420 N Oxford Street, Nine Mile Falls, WA 99026
816-878-7296
severs@esd101.net
April 22, 2022

Garrett Jones, Spokane City Parks Director
808 W. Spokane Falls Blvd, Spokane, WA 99201

Garrett,

In March 1959, Candy Rogers, 9 years old, was abducted and later found in the woods outside the city. She was the first child to lose her life in such a horrific way in Spokane, WA. Years later, one of the positive outcomes of her tragedy and related effects resulted in a WA State Crime Lab in Spokane which would help solve cases for families across the region.

Candy's childhood home stood where Petit Drive is now located, near the playground at A.M. Cannon Park and the West Central Community Center. We are Candy's closest surviving relatives living in Spokane. My mother, her cousin, spent her childhood with Candy and remembers the trauma and despair as additional lives were lost in the search to find her. However, what my mother remembers most is Candy's beautiful smile and kindness.

We have met the family of the man who took her life, and a beautiful relationship has grown in place of the sadness. Together, we would like to remember Candy, in a way that can bring happiness and light to others; families and children, and that she not be forgotten. She may have changed the world but her life was taken before she had a chance. Her positive impact is still possible. What happened to Candy is a tragedy, but rather than remember her for her loss, we hope to create a memorial that celebrates her life and those who worked tirelessly to find her, and until just recently, solve her murder. Our desire is that families celebrate and protect their children, and have a safe place where they can play. We would like to propose that the playground at A.M. Cannon Park be named in Candy's honor: The Candy Rogers Memorial Playground.

Warm regards and thank you for your consideration,

Joanne Poss and Salliejo Evers

10/27/17

AGENDA SHEET FOR PARK BOARD MEETING OF: Oct. 12, 2017



Submitting Division
Parks & Recreation

Contact Person
Leroy Eadie

Phone No.
625-6204

LGL 2011-0031

CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

Department: ☒ Finance ☐ Operations ☐ Recreation/Golf ☐ Riverfront Park

Committee: ☒ Finance ☐ Golf ☐ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☐ New ☐ Renewal ☐ Amendment ☐ Extension ☒ Other

Beginning date: 10/12/17 Expiration date: _____ Open ended ☒

AGENDA WORDING:

Approve the Sponsorships, Donations and Naming Recognition Policy revisions

RECEIVED

OCT 26 2017

CITY CLERK'S OFFICE

BACKGROUND:

(Attach additional sheet if necessary)

The original policy from 2011 has been updated to better serve the needs of both Parks and Recreation, and community supporters. Key changes include a reorganization for improved clarity and highlights in gray.

RECOMMENDATION:

Finance Committee approves to offer to the Park Board.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

Revision of policy, changes marked by gray highlights. + Change on dir to 10.3.1

SIGNATURES:

Requester - Leroy Eadie _____ Dept. Manager _____

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: _____

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

Oct. 12, 2017

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
0 _____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
0 _____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐

Existing vendor

☐

New vendor – If so, please include vendor packet

☐

Supporting documents:

☐

Quotes/Solicitation (RFP, RFQ, RFB)

☐

W-9 (for new contractors/consultants/vendors) ACH Forms

☐

Contractor is on the City's A&E Roster City of Spokane

☐

(for new contractors/consultants/vendors) Insurance

☐

Spokane Business registration expiration date: _____

☐

Certificate (minimum \$1 million in General Liability)

CITY OF SPOKANE
PARKS AND RECREATION DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 1400-11-07
LGL 2011-0031

**TITLE: SPONSORSHIPS, DONATIONS, NAMING RECOGNITION OF PARKS
AND RECREATION AREAS OR FACILITIES**

EFFECTIVE DATE: JULY 14, 2011

REVISION EFFECTIVE DATE: OCTOBER 12, 2017

TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DIVISIONS/DEPARTMENTS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 GUIDING PRINCIPLES
- 7.0 RECOGNITION OF SPONSORSHIPS AND GIFTS
- 8.0 NAMING OF A PARK, FACILITY OR FEATURE
- 9.0 MEMORIALS, PLAQUES AND TRIBUTES
- 10.0 PLANNING AND FULFILLMENT
- 11.0 TERMINATION
- 12.0 RESPONSIBILITIES
- 13.0 APPENDICES

1.0 GENERAL

Spokane Parks and Recreation is a Division of the City of Spokane whose services are primarily funded from the City's general fund. In recent years demands upon these funds have increased, a trend that is expected to continue.

To maintain and enhance the City's parks and recreation system, Spokane Parks and Recreation is actively seeking to establish revenue streams and resources that will increase Parks' ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

This policy will provide opportunities for the private sector to invest back into the community.

2.0 DIVISIONS/DEPARTMENTS AFFECTED

This policy and procedure shall apply to the Spokane Parks and Recreation Division.

3.0 REFERENCES

City Charter - Section 48. Park Board - Powers

4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

- 4.1 "Advertising" - a form of marketing that is paid for by an individual or organization to attract the public's attention to a particular product or service.
- 4.2 "Division" - Spokane Parks and Recreation Division
- 4.3 "Department Directors" - senior Parks and Recreation management directly under the Director of Parks and Recreation or the Executive Officer who have responsibility for parks and recreation departments.
- 4.4 "Historical or Prominent Individuals/Families/Groups"- individuals, families or groups that have a historical connection to the City's heritage or have in some way made significant contributions to the Spokane community.
- 4.5 "Individual and Family Giving" – A donation garnered from members of the general public who desire to contribute financially to the Division, for which there may be some mutually agreed upon recognition benefit. Donations are typically driven by fondness or affection for Parks and Recreation, desire to memorialize self or loved ones, or in support of the Division mission.
- 4.6 "Interpretive sign" - a sign within a park that interprets natural, historic and/or cultural features.
- 4.7 "Logo" - a symbol or name that is used to brand an organization.
- 4.8 "Marketing" - all forms of promotional efforts to attract the public's attention to a particular product or service. Marketing opportunities offered to sponsors are specific to each sponsorship and detailed in the agreement in accordance with City laws and Division policies.
- 4.9 "Memorials and tributes" – plaques, benches, trees or other elements designed to honor an individual and/or in recognition of a contribution.
- 4.10 "Naming rights" – A financial transaction and form of advertising whereby a corporation or another entity purchases the right to name a park asset, typically for a defined period of time of three to 20 years, with the intent to promote its brand or market its programs and services.
- 4.11 "Park" – Division property designated as a park.

- 4.12 "Park asset" – Physical Division amenities, features and facilities identified by the Park Board as an opportunity for naming rights or individual and family giving.
- 4.13 "Park facilities" - buildings, outdoor fields, recreation, sports or entertainment facilities in which structured and unstructured activities are provided.
- 4.14 "Park feature" – fountains, artwork, amenities and similar.
- 4.15 "Plaque" - a flat memorial plate containing information that is either engraved or in bold relief that may be affixed to a park asset or displayed in a public place as a form of recognition.
- 4.16 "Program sponsorship" – A payment or in-kind service by a business to support a program, activity or special event of the Division in return for certain recognition benefits. Sponsorships will generally be a year or less in duration and not associated with a permanent park asset.
- 4.17 "Recognition benefits" – Opportunities provided to the sponsor or donor as an incentive or appreciation for charitable donations.
- 4.18 "Sign" - a structure that is used to identify a specific park, to convey directions/rules to park users, and/or to inform about a project or attraction. May be temporary or permanent.
- 4.19 "Sponsorship or donation agreement" - the legal instrument that sets out the terms and conditions agreed upon by the parties.

5.0 POLICY

- 5.1 It is the policy of Spokane Parks and Recreation Division to actively seek sponsorships, charge fees for advertising, and to accept donations and gifts where appropriate, for its events, services, parks, equipment and facilities. The purpose of such is to increase the Division's ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.
- 5.2 In appreciation of this support, it is the policy of the Division to provide suitable acknowledgement and recognition of these contributions. The recognition shall adhere to the aesthetic values and purpose of the Division's parks, facilities, and services, and to the recognition guidelines outlined in this policy.
- 5.3 Sponsorships and donations will be considered for the following broad

types of activities:

- 5.3.1 Event Sponsorship - financial or in-kind support for an event organized by the Parks Division on park property. Depending on the details of the agreement, the sponsor's name may or may not be directly linked to the event (e.g., a title sponsorship), and the sponsor may have a variety of temporary marketing opportunities.
 - 5.3.2 Park Facility or Feature - financial or in-kind support associated with the design, construction and/or ongoing maintenance and operation of a particular park or recreational, sport, entertainment or cultural facility. Recognition opportunities are negotiated with the agreement.
 - 5.3.3 Program Sponsorship - financial or in-kind support that facilitates the ongoing delivery of a particular citywide or site-specific program. Recognition of the sponsor could be associated directly to the program, or other marketing opportunities could be available, depending on the terms of the agreement.
 - 5.3.4 Memorials or Tributes – plaques, trees or similar in honor of a person or persons, with recognition benefits outlined in the proposal and agreement.
- 5.4 All sponsorships, gifts, donations, naming recognition, memorials, tributes and plaques shall be formalized legally in writing through a Sponsorship or Donation Agreement, and signed by a representative from each party.
- 5.4.1 The agreement should include a clear statement of the purpose, financial value, benefits associated including specific recognition and marketing opportunities, total costs, maintenance and replacement, each party's roles and responsibilities, and term and termination provisions.

6.0 GUIDING PRINCIPLES

The following principles form the basis of the Division's consideration of sponsorships, gifts and naming requests, and have been established to ensure all considerations are treated equitably.

- 6.1 Sponsorship, gift and donation proposals:
 - 6.1.1 Must directly relate to the intent of the facility or park, and its master plan or business plan.
 - 6.1.2 Cannot be made conditional on Division performance.
 - 6.1.3 Will not be accepted from organizations whose mission conflicts with the mission of the Division.
 - 6.1.4 Will provide a positive and desirable image to the community.
 - 6.1.5 Will provide benefits commensurate with the relative value of the sponsorship.
 - 6.1.6 Cannot limit the Division's ability to seek other sponsors.
 - 6.1.7 Will include an operating endowment or operating donation if the gift requires a level of service, maintenance or service

beyond current staffing levels.

6.1.8 Will enhance the design and visual integrity of the park/facility.

6.1.9 Will be evaluated individually and shall include, but not be limited to: products/services offered; sponsor's record of involvement in environmental stewardship and social responsibility; principles of the sponsor; sponsor's rationale for its interest; sponsor's expectations; and sponsor's timeliness and/or readiness to enter into an agreement.

6.2 Ethical Considerations

6.2.1 Sponsorships, gifts and donations may come with unintended consequences and need to receive careful consideration. On occasion, the Division may need to reject an offer under circumstances including, but not limited to: the potential sponsor contemporaneously seeks to secure a contract, permit or lease; the potential sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies and/or planning documents; acceptance of a potential sponsorship would create a conflict of interest or policy (e.g., sponsorship from a tobacco company, political organization; the potential sponsor is in litigation with the City of Spokane.)

7.0 RECOGNITION OF SPONSORSHIPS AND GIFTS

7.1 The following principals will guide the recognition:

7.1.1 The recognition shall not detract from the visitors' experience or routine use, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.

7.1.2 All forms of recognition must meet Division design and maintenance guidelines.

7.1.3 Recognition shall not suggest in any way the endorsement of a sponsor's goods or services by the Division, or any proprietary interest of the sponsor in the Division.

7.1.4 All sponsorship, donation or naming rights agreements will be for a defined period of time having regard to the value and the life of the asset involved.

7.1.5 Benefits will be provided at a level of recognition and will specify costs commensurate with the contribution, as outlined in an annual plan by the Division.

7.1.6 All sponsorship marketing materials must be approved by the Division's Communication Manager.

7.1.7 The Division's Communication Manager must approve the use of the City's or Parks and Recreation's logos by the sponsor in their business publications.

7.1.8 All signs must comply with city ordinance.

- 7.2 Forms of recognition: The Division wishes to work closely with each donor to provide recognition that is meaningful to the donor. Acknowledgement may include one or more of the following:
 - 7.2.1 A thank you letter.
 - 7.2.2 Publicity through printed materials, publications, the Division website, social media, media releases, and through the sponsor's channels. Design standards of the Parks and Recreation Division will apply.
 - 7.2.3 Events such as a groundbreaking or ribbon cutting ceremony, private group tour or photo opportunity.
 - 7.2.4 Mayor, City Council and/or Park Board member acknowledgement at civic functions.
 - 7.2.5 Designated seating at an event, passes to an event, waived fee for facility use, or similar.
 - 7.2.6 Commemorative recognition such as a memorial, plaque or tribute (see Section 9.0).
 - 7.2.7 On-site recognition such as a temporary or permanent sign.
 - 7.2.7.1 The form of any on-site recognition shall be of an appropriate size and color, and shall not detract from the park surroundings or any interpretive message.
 - 7.2.7.2 The Division Communication Manager shall determine approval of the sign/plaque style and design, and inclusion of a sponsor's name and/or logo.
 - 7.2.7.3 The placement of temporary signs and plaques shall be determined between the Communication Manager and the appropriate Department Director. In the event of consensus not being reached, the Parks and Recreation Director's decision shall be final.
 - 7.2.7.4 Permanence of the sign is limited to the life of the asset.
 - 7.2.8 Name association to an event, program or project.
 - 7.2.9 Naming of a facility, feature or park (see Section 8.0).
- 7.3 Determining the form of recognition
 - 7.3.1 Annually, sponsor/donor opportunities and recognition tiers should be developed and/or reviewed by the Communication Manager and/or consultants or staff designated by the Director in collaboration with appropriate Department Directors.
 - 7.3.2 Annually, recommended sponsor/donor opportunities and recognition tiers should be presented to and approved by the Director and the Park Board.
 - 7.3.3 In determining the type and extent of recognition benefits, current market research data and cost analyses will be used to determine the value for each tangible and intangible benefit offered.
 - 7.3.4 If a recognition plan involves naming of a park, facility or feature within a park, the naming procedures will apply (Section 8.0).
- 7.4 Sample of sponsor/gift opportunities and recognition tiers: Each

sponsorship is negotiated and tailored; however, a hierarchy of benefits is associated with varied levels of sponsorships. The following are examples of benefits that may be included at various levels:

- 7.4.1 Lower investments may offer banner placements, give-away opportunities, recognition without logo in publications and social media, mention in a press release, recognition in remarks at the event, and recognition on site signs.
- 7.4.2 Mid-level investments may offer the above in addition to logo placement or advertisements in publications/print materials (e.g., the Activity Guide) and social media, passes or special access to events, product sampling, and waived fees for facility use.
- 7.4.3 High-level sponsorships may include the above plus name association to an event or program, designation as the official sponsor of an event or program, permanent signs or plaques, or naming rights of a park, facility or feature.

8 NAMING OF A PARK, FACILITY OR FEATURE

The following principles form the basis of the Division's consideration of naming or re-naming parks, facilities and features within a park (e.g., "Acme Park" or "Acme Field" or "Acme Fountain"). They do not apply to the associated naming of an event, program or project (e.g., "Acme Skate Night" or "Acme Softball Tournament"); those are temporary program name associations in accordance with the annual sponsor opportunities.

- 8.1 In accordance with the City Charter, Section 48, the Park Board may designate by name any park and structures thereon.
- 8.2 The recommendations for park, facility and feature names will be based on and chosen from the following criteria:
 - 8.2.1 Historic events, places and people related to Spokane and the region
 - 8.2.2 Exceptional individuals who have positively impacted parks and recreation in Spokane and the region
 - 8.2.3 In commemoration of a group or individuals who perished or survived a tragic event or war
 - 8.2.4 A suitable program or community related name which denotes an appropriate linkage to its function
 - 8.2.5 Living nominees must have been deemed by Park Board and the community to have made an outstanding contribution to the City
 - 8.2.6 Living political nominees must be retired from political life for at least five (5) years
 - 8.2.7 In recognition of a significant donation covering one or preferably more of the following:
 - 8.2.7.1 Sixty percent (60%) or more of the cost of the particular park or facility, or one hundred percent (100%) of the feature
 - 8.2.7.2 Deeding to the City all of the land on which the park,

- facility or feature will be situated
- 8.2.7.3 Some long-term endowment for the repair and maintenance of the donated park; facility or feature
- 8.2.7.4 The provision of costs that will service program needs
- 8.2.8 The duplication or repeat use of names will be avoided, where possible.

8.3 Renaming of a Park, Facility or Feature

- 8.3.1 Proposals to rename parks are not allowed unless Park Board determines a legitimate public interest to do so.
- 8.3.2 Proposals to rename facilities or features will be considered in accordance with any naming rights agreements (e.g., a 10-year agreement for naming rights to "Acme Fountain.")

8.4 Process for Naming Parks, Facilities and Features

- 8.4.1 Anyone wishing to propose a name for a park, facility or feature must submit a written request to the Director. The request should include a brief synopsis of the reasons for the proposed name.
- 8.4.2 All naming opportunities shall be developed under the guidance of the Communication Manager and/or a designated consultant in collaboration with the appropriate Department Director.
- 8.4.3 The Communications Manager or other Parks staff may meet with neighborhood representatives, other City government organizations (e.g., Historic Preservation, Planning Services), or organizations concerned with parks and/or park facilities in order to prepare a recommendation.
- 8.4.4 For assets with an annual contract dollar value at or less than \$20,000/year and/or at or less than five (5) years in duration, decisions about naming rights will be made within the Division and appropriate Department, and will not require Park Board approval (only Park Board notification through the appropriate committee).
- 8.4.5 For assets with an annual contract dollar value greater than \$20,000 and/or greater than five (5) years in duration, the naming rights proposal will be submitted to the Park Board through the appropriate committee for approval.
- 8.4.6 Accepted proposals will adhere to the City Charter, and all other relevant guidelines and procedures as previously outlined.
- 8.4.7 If a new park or facility is completed and no fitting suggestion for a name has come from the community or in association with a gift, the Park Board will select a name and may involve community outreach (e.g., nominations, contest, etc.).

9.0 MEMORIALS, PLAQUES AND TRIBUTES

The following principles form the basis for the Division's consideration of memorial, plaque or tribute proposals and to help prevent proliferation of memorials, plaques and tributes:

- 9.1 Memorials, plaques or tributes should benefit the general public as a first priority with the benefit to the donor or honoree as a secondary goal.

- 9.2 Inventory options vary by location and are dependent upon space and need. The Director or Assistant Director of Park Operations will review and approve all requests.
- 9.3 An agreement will be consummated to include responsibilities related to the memorial or plaque, including but not limited to: installation costs including on-going upkeep, and replacement or repair costs.
- 9.4 Proposals of memorials, plaques or tributes in parks and recreation areas may include:
 - 9.4.1 New trees, tree replacement or seasonal planting beds;
 - 9.4.2 New or replacement park benches, picnic tables, barbeque pit stands, drinking fountains, or trash receptacles;
 - 9.4.3 New or replacement picnic shelters, play equipment or water misting stations
- 9.5 Accepted proposals will adhere to all other relevant guidelines and procedures as previously outlined.
- 9.6 Process for Memorials, Plaques and Tributes
 - 9.6.1 All memorial and plaque requests must be in writing and shall be referred to the Communication Manager.
 - 9.6.2 The Communication Manager is responsible for evaluation of requests and the provision of a recommendation to the Director of Park Operations or appropriate Department Director.
 - 9.6.3 The Communication Manager will liaise with the appropriate Department Director to execute the necessary agreement and benefit recognition provisions.

10.0 PLANNING AND FULFILLMENT

- 10.1 Sponsor and donation recognition will be determined as outlined in Section 7.0.
- 10.2 Solicitation Planning
 - 10.2.1 The Communication Manager and any designated consultants, in consultation with the Division Director and appropriate Department Directors, shall develop an on-going accrual plan that includes prioritized opportunities for the purpose of solicitation.
 - 10.2.2 Sponsorships and giving opportunities are either initiated by the Division through a formal Request for Sponsors (RFS) process, initiated by the Division or their representative based on perceived potential interest of a specific sponsor/donor, or self-initiated by the potential sponsor/donor.
 - 10.2.3 Identified opportunities shall be approved by the Director and subsequently communicated to the Spokane Parks

Foundation to facilitate an integrated approach to the procurement and management of sponsorships and gifts/donations by the two organizations.

10.2.4 Selected Parks and Recreation staff, Park Board members, and elected officials may be tasked with soliciting sponsors in accordance with the plan and upon their willingness.

10.2.5 All unsolicited sponsorship proposals shall be referred to the Communication Manager or designated consultant who shall be responsible for their evaluation and the provision of a recommendation to the appropriate authority level.

10.3 Fulfillment of Agreements

10.3.1 The Communication Manager shall liaise with the appropriate Department Director or their designee to execute the necessary sponsorship agreement and benefit recognition provisions.

10.3.2 Fulfillment of the promised recognition shall be the shared responsibility of the Communications Manager and the appropriate Department Director or their designee.

10.4 Monitoring and Performance Reporting

10.4.1 It will be reported annually by the Communication Manager or designated consultant to the Park Board the number of active sponsorships/donations and their dollar value.

11.0 TERMINATION

The Division reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement that result in a conflict with this policy or if the agreement is no longer in the best interests of the Division. Decisions to terminate an agreement shall be made by the Director. Circumstances include but may not be limited to: the sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies, and/or planning documents; a conflict of interest or policy arises during the agreement period; the potential sponsor is in litigation with the City of Spokane.

12.0 RESPONSIBILITIES

The Director of Parks and Recreation shall administer this policy.

13.0 APPENDICES


None

APPROVED BY: Pat Dalton

Director of Parks and Recreation

Date

~~Date~~

Attest: 
Spokane City Clerk (10/27/17)



Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	May 4, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
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/ext. <input type="radio"/> Lease <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)	University District PDA memorandum of agreement/Don Kardong Bridge small overlooks (\$70,000 revenue)		
Begin/end dates	Begins: 05/12/2022	Ends: 05/12/2072	<input checked="" type="checkbox"/> Open ended
Background/history: Parks and the University District PDA desire to enter into an agreement under which the PDA will donate significant resources toward the construction of two small overlooks on the Don Kardong Bridge. Overlooks are to be constructed as a part of the Don Kardong Bridge rehabilitation project. Total PDA project contribution is valued at \$70,000, 100% of which is donated toward the construction of the two small overlooks.			
Motion wording: Move to approve memorandum of understanding with University District PDA for the Don Kardong Bridge small overlooks.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: The University District PDA Name: Juliet Sinisterra Email address: jsinisterra@spokaneudistrict.org Phone: 509.255.8093			
Distribution: Parks – Accounting Fianna Dickson Parks – Pamela Clarke jsinisterra@spokaneudistrict.org Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$70,000.00 Budget code: Donation to 1950-54920-94000-56301-48063			
Vendor: <input type="radio"/> Existing vendor <input checked="" 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 type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between The University District PDA, whose address is 120 N. Pine St, Suite 292, Spokane, WA 99202, ("PDA") and the City of Spokane Parks and Recreation Department, ("Parks") a governmental entity whose address is 808 W. Spokane Falls Blvd., Spokane, WA 99201, hereinafter collectively referred to as the Parties.

Background and Purpose

- A. Parks owns and maintains many properties and manages a wide variety of recreation programs.
- B. Parks engages and partners with citizens and corporations to support appropriate uses and development of those properties and programs.
- C. PDA desires to identify itself/himself/herself/themselves as a supporter of Parks' and PDA's shared vision of a viable future for those properties and programs.
- D. The Don Kardong Bridge, which is owned and maintain by Parks, and which is located within the boundary of the University District PDA, requires major rehabilitation to restore and enhance its functionality as a recreational facility.
- E. Parks is actively pursuing rehabilitation of the Don Kardong Bridge, preserving and enhancing connectivity within and to the University District.
- F. In accordance with City of Spokane Administrative Policy 1400-11-07, 'Sponsorships, Donations, Naming Recognition of Parks and Recreation Area or Facilities', the Parties desire to enter into this MOA under which PDA will donate significant resources towards construction of two small overlooks on the Don Kardong Bridge.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

Section 1 Don Kardong Bridge Rehabilitation Project

1. Parks and its agents will construct two small overlooks on the Don Kardong Bridge, estimated to cost approximately \$120,000, providing a view from the bridge to the southeast, to be implemented as part of Parks' larger Don Kardong Bridge Rehabilitation Project.

2. In the future, interpretive displays, artwork and/or logos may be added to the overlooks but are not a part of the current agreement. Any future displays, artwork or logos shall be subject to the requirements and procedures set forth in City of Spokane Administrative Policy Titled Artwork in Parks and Recreation Areas, ADMIN 1400-14-05 LGL 2007-0026 ("Art Policy") and shall be presented to the Park Board for review and approval prior to fabrication / installation.
3. PDA will contribute to Parks the sum of Seventy Thousand and 00/100 Dollars (\$70,000.00) to be used specifically for the construction of two small overlooks.
4. Upon completion of the bridge overlook improvements, all improvements shall become the property of Parks.
5. Parks shall maintain, repair and reconstruct the overlook improvements, including any future interpretive displays, at the same frequency it maintains, repairs, or reconstructs the bridge. Parks shall remove all graffiti and repair all vandalism to the interpretive display within fourteen (14) days of Parks' receipt of notice regarding the graffiti and/or need for repairs.
6. Parks agrees to indemnify, defend, and hold PDA harmless from Park's use, management, and maintenance of the small overlooks on the Don Kardong Bridge, except to the extent any claim resulted from the act or omission of the PDA or PDA's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the City's employees, agents or contractors.

Section 2 Miscellaneous Provisions

1. Recitals. All of the recitals set forth above in the Background and Purpose section of this MOA are incorporated herein by this reference as though fully set forth herein.
2. Entire Agreement. Except as expressly stated herein, this MOA is the entire MOA between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this MOA will bind the signatories to this MOA unless agreed to by both Parties in writing.
3. Severability. The invalidity or unenforceability of any provision of the MOA will not affect any other provisions; the MOA will be construed in all respects as if such invalid or unenforceable provisions were omitted.
4. Amendments/Modifications. Any amendment or modification to the provisions of this MOA will not be effective unless made by written amendment executed by both Parties.
5. Third Party Beneficiaries. Nothing in this MOA is intended to confer any right or benefit on a person or entity not a Party to this MOA, or impose any obligations of either Party to the MOA on persons or entities not a Party to the MOA.
6. Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this MOA will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

7. Negotiation. This MOA, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this MOA shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
8. Effectiveness. This MOA is effective on the date of the last signature below.
9. Notice. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

PDA:

The University District PDA
Attn: Juliet Sinisterra
120 N. Pine St, Suite 292
Spokane, WA 99202
Email: jsinisterra@spokaneudistrict.org

Parks:

City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201
Email: gjones@spokanecity.org

With a copy to:
Office of the City Attorney
Attn: James Richman
808 W. Spokane Falls Boulevard
Spokane, WA 99201
Email: jrichman@spokanecity.org

10. Debarment and Suspension. PDA has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
11. Term. This MOA shall be in effect for a term of fifty (50) years and shall expire fifty years following the Effective Date.

Dated this _____ day of _____, 2022 (the "Effective Date").

The University District PDA
By: Juliet Sinisterra
Its Chief Executive Officer

Attest:

Clerk

City of Spokane Parks and Recreation
Garrett Jones, Director

Approved as to form:

Assistant City Attorney

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	May 4, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0924		
Item title: (Use exact language noted on the agenda)	TD&H Engineering contract amendment #3/Don Kardong Bridge rehabilitation design project (not to exceed \$217,110)		
Begin/end dates	Begins: 04/14/2022 Ends: 07/01/2023 <input type="checkbox"/> Open ended		
Background/history: Amendment #3 adds construction management services required to complete 100% bid documents for the Don Kardong Bridge rehabilitation project after a significant delay to the project schedule. In 2019, Parks contracted with TD&H Engineering to perform engineering services with an option to add construction management services at the time of construction. Due to schedule delay, the contractor provided updated pricing for this add service in March 2022.			
Motion wording: Move to approve TD&H Engineering contract amendment #3 for work on the Don Kardong Bridge rehabilitation design Project (T&M NTE \$217,110)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: TD&H Engineering Name: Tony Stenlund Email address: tony.Stenlund@tdhengineering.com Phone: 509.622.2888			
Distribution: Parks – Accounting Thea Prince Parks – Pamela Clarke tony.Stenlund@tdhengineering.com Requester: Nick Hamad Grant Management Department/Name: Skyler Brown, Kathy Hayes			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$217,110.00 Budget code: 1400-30210-94000-56311			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601-014-909 Business license expiration date: 3/31/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

CONTRACT AMENDMENT / EXTENSION

Title: **DON KARDONG PEDESTRIAN
BRIDGE REHABILITATION
DESIGN PROJECT**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **TD&H ENGINEERING**, whose address is 303 East Second Avenue, Spokane, Washington 99202 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform engineering design services to rehabilitate the Don Kardong Pedestrian Bridge; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated October 4, 2019 and October 14, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on April 14, 2022 and shall run through July 1, 2023.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include additional Construction Management Services in accordance with Consultant's initial proposal dated September 26, 2019 and updated proposal dated March 2, 2022 and attached hereto.

4. COMPENSATION.

The City shall pay an additional amount billed on a Time and Materials (T&M) basis not to exceed **TWO HUNDRED SEVENTEEN THOUSAND ONE HUNDRED TEN AND NO/100 DOLLARS (\$217,110.00)**, and applicable sales tax, for everything furnished and done under this Contract

Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

5. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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 Contract Amendment / Extension by having legally-binding representatives affix their signatures below.

TD&H ENGINEERING

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment

Attachment A - Consultant's March 2, 2022 Proposal

22-069

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

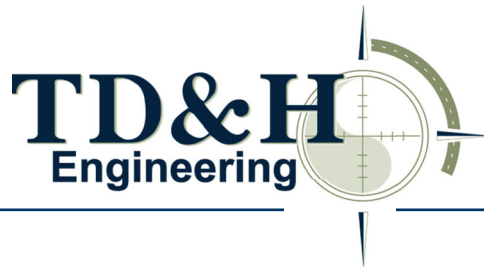
1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

TD&H Engineering <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	Don Kardong Bridge Rehabilitation Engineering <hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

ATTACHMENT A



March 2, 2022

VIA EMAIL

Nick Hamad
City of Spokane
Parks & Recreation

Dear Mr. Hamad,

TD&H Engineering is pleased to submit this proposal for engineering services. Please review this carefully and let us know if we need to modify our proposal.

Project Criteria:

As requested, scope and fees for Construction Management (CM) Services have been provided. This has been revised based on the recent information that federal money is a part of the project which will require a substantial amount of additional time and documentation for compliance.

Construction Management (CM)

- Attend weekly construction meetings and required safety meetings
- Provide the necessary special inspections through Budinger & Associates
- Provide materials testing as required through Budinger & Associates
- Prepare change orders for the City's authorization
- Prepare pay estimates
- Provide inspection and administration as necessary
- Conduct a final inspection and develop a project punch list
- Provide record drawings as marked by the contractor and our inspectors
- Provide project close out and completion documents
- Project documentation for federal compliance

Services	Cost
Construction Management Services	\$217,110

Thank you once again for the opportunity to provide you this fee proposal. Please feel free to contact me with any comments and/or questions.

Sincerely,

TD&H ENGINEERING CONSULTANTS, INC.

Tony E. Stenlund P.E., S.E.
Principal in Charge

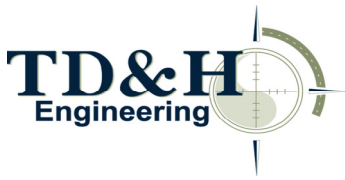


EXHIBIT D-5 - CONSULTANT FEE DETERMINATION SHEET

(Negotiated Hourly Rate)

CITY OF SPOKANE - DEPARTMENT OF PARKS & RECREATION

Don Kardong Bridge Deck Replacement

CONSTRUCTION MANAGEMENT

LABOR COST

<u>Discipline or Job Title</u>	<u>Hours</u>	<u>Direct Labor</u>	¹ <u>Overhead @ 148.30%</u>	<u>Profit @ 15%</u>	² <u>FCCM 1.10%</u>	<u>Rate Per Hour</u>	<u>Cost</u>
Principal	2	\$ 62.03	\$ 91.99	\$ 23.10	\$ 0.68	\$ 177.81	\$ 355.61
Engineer V	528	\$ 57.65	\$ 85.49	\$ 21.47	\$ 0.63	\$ 165.25	\$ 87,252.44
Engineer IV	112	\$ 49.71	\$ 73.72	\$ 18.51	\$ 0.55	\$ 142.49	\$ 15,959.02
Engineer I	796	\$ 31.53	\$ 46.76	\$ 11.74	\$ 0.35	\$ 90.38	\$ 71,941.82
Registered Land Surveyor	16	\$ 47.93	\$ 71.08	\$ 17.85	\$ 0.53	\$ 137.39	\$ 2,198.22
Engineering Technician	4	\$ 38.54	\$ 57.15	\$ 14.35	\$ 0.42	\$ 110.47	\$ 441.89
CAD Designer I	14	\$ 26.10	\$ 38.71	\$ 9.72	\$ 0.29	\$ 74.81	\$ 1,047.40
Total Hours	1472						
TOTAL LABOR COST							\$ 179,196

¹ Overhead Rate does not include the Facilities Capital Cost of Money (FCCM) = 143.03% - 2.6% = 140.43%

² Overhead Rate + FCCM = WSDOT's Approved Indirect Cost Rate = 140.43% + 2.6% = 143.03%

REIMBURSABLES

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
<u>Travel</u>				
Vehicle Mileage	Mile	2000	\$ 0.580	\$ 1,160.00
Per Diem	Day	0.00	\$ 151.00	\$ -
<u>Equipment</u>				
Software, IT and Software - CAD	Hour	18	\$ 10.00	\$ 180.00
Software, IT and Software - non-CAD	Hour	1,454	\$ 3.00	\$ 4,362.00
Total Robotic Station - Hourly	Hour	16	\$ 30.00	\$ 480.00
Plotter - In-House Reproduction	Hour	60	\$ 0.90	\$ 54.00
<u>Miscellaneous</u>				
Large scale reproduction, postage, etc.	Cost			\$ 1,200.00
<u>Sub consultants</u>				
Budinger & Associates	LS	1		\$ 15,518.25
MTLA Landscape Architect	LS	1		\$ 6,191.43
E2C Electrical Engineers	LS	1		\$ 8,767.99
TOTAL REIMBURSABLES				\$ 37,914

TOTAL CONSULTANT FEE (CM PHASE)

\$ 217,110

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	May 4, 2022		
Requester	Jonathan Moog		Phone number: 625-6243
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 type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <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)	Spokane Humane Society Urban Dog Park naming proposal/Riverfront dog park		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: The Spokane Humane Society donated \$250,000 to the Spokane Parks Foundation's Campaign for Riverfront Spokane towards the construction of the dog park. They were given naming rights as part of the donation agreement. They are requesting the name: Spokane Humane Society Urban Dog Park. From the Spokane Humane Society: <ul style="list-style-type: none"> • The SHS Board of Directors supported the decision to partner with the Spokane Parks Foundation for the vision of a dog park in Riverfront Park. • The timing and location were key factors in deciding to contribute 250,000 to the construction of the dog park. • The Spokane Humane Society celebrates its 125th anniversary of being the oldest, local, nonprofit in Spokane in June of 2022. • The original location of SHS was on the north side of the Spokane River, by the Flour Mill. SHS will have a renewed presence on the banks of the Spokane River near our original location and honors the original founders of the non-profit. • The contribution to the dog park is a way for the humane society to support our community and provide a healthy location for dogs and humans for socialization and exercise. • With the sizable gift, we want to share with our community our presence and with the changing landscape of Spokane becoming more urban, we believe the name "Spokane Humane Society Urban Dog Park" says what it is, and what it is meant for. 			
Motion wording: Motion to approve the name of the central Riverfront dog park the "Spokane Humane Society Urban Dog Park" for the life of the asset.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
Vendor: <input 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 type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

GIFT AGREEMENT FOR NAMING RIGHTS

**At the Urban Dog Park
Riverfront Spokane in Spokane, WA**

The following sets forth agreement between the Spokane Parks Foundation ("Foundation"), located in Spokane, WA, and Spokane Humane Society ("Donor"). This agreement will be made part of the Foundation's records and filed with the Spokane Parks and Recreation Division of the City of Spokane, WA ("City"). It is intended as a guide to those who administer it.

1. Gift

The Donor, in consideration of *its* interest in the Foundation's Campaign for Riverfront Spokane, hereby gives to the Foundation the amount of \$250,000.00 which will be held by the Foundation until utilized by the Parks & Recreation Division for Riverfront Spokane and the stated purpose hereinafter set forth.

2. Purpose

The Donor's gift will be used to support the construction of the urban dog park. In honor of the Donor, in grateful recognition of the Donor's generosity, and in reliance upon this agreement, the Foundation and City agree that the urban dog park located in Riverfront Park located will be designated the TBD (the name of the Urban Dog Park) subject to the acceptance of the gift and approval of such naming by the Foundation and City according to their policies and procedures. It is understood that the Foundation will ensure recognition of the Donor is consistent with Foundation and City standards for donor recognition and fits with the esthetics and architecture of the space as well as the approved design elements for Riverfront Spokane.

3. Schedule and Form of Contributions

The Donor will make a one-time payment of \$250,000.00 on or before December 31, 2021.

4. Recognition

The name(s) of the donor(s) may be publicized in relation to this project. Separate and distinct from the room naming noted in Section 2 herein, the Donor agrees to be recognized in publications and gift society listings per Foundation and City standards unless otherwise noted below:

We wish to have my/our name listed as follows:

Spokane Humane Society

Naming rights shall exist for the useful life of the urban dog park. If the urban dog park is demolished, destroyed, or ceases to be used by the City or Riverfront Spokane, or in the event that the urban dog park is/are relocated or substantially renovated within a ten (10) year period of time, the Executive Director of the Foundation and the Director of Parks and Recreation Division for the City of Spokane (or his or her designate), shall work with the Donor, or the Donor's designee, to determine another appropriate form of recognition for the support provided by this gift.

If the entire gift amount is not received by the Foundation as agreed upon, the Foundation may, in its sole discretion, remove the Donor's recognition and offer the Donor an alternate naming opportunity appropriate to the total amount of the Donor's gift. Visual recognition of naming rights will adhere to Riverfront Spokane brand standards, including exterior and interior signage, wayfinding, logos, and all other representations of Riverfront Spokane's identity. Specific details regarding execution of public relations and media strategy will be handled in an addendum to the gift agreement for each gift, as appropriate.

5. Contingency

If at any time the Foundation and City determine that the honoree's activities reflect negatively on either entity's public image or are in material conflict with their mission or values, the Foundation and City will have the right to terminate naming rights.

6. Tax Exempt Entity

The Foundation represents that it is a qualified charitable organization under Section 501(c)(3) of the Internal Revenue Code. The Foundation's Federal Tax Identification number is 91-6033-504 and it is registered with the Secretary of State in the State of Washington.

7. Applicable Law

This agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed by each of the parties hereto. This agreement will be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Donor and representatives of the Foundation have executed this agreement on this the 22nd day of December, 2021.

**THE BOARD OF DIRECTORS
SPOKANE HUMANE SOCIETY**

By: Melissa Williams

M. Williams / President
Signature/Position if Business

M. Williams
Signature

12/22/2021
Date

SPOKANE HUMANE SOCIETY

**By: Kim Morin
Executive Director**

[Signature]
Signature

**THE BOARD OF DIRECTORS
SPOKANE PARKS FOUNDATION**

By: Amy Lutz

[Signature]
Signature

SPOKANE PARKS FOUNDATION

**By: Terri Fortner
Executive Director**

[Signature]
Signature

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	May 4, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
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/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	New OPR; Cross ref: OPR 2021-0765		
Item title: (Use exact language noted on the agenda)	Washington State Recreation and Conservation Office/Rimrock to Riverside grant-authorizing resolution (no cost)		
Begin/end dates	Begins: 04/14/2022	Ends: 07/01/2023	<input type="checkbox"/> Open ended
Background/history: Requesting grant-authorizing resolution for the Rimrock to Riverside (RCO Project 22-1464 ACQ) as required for City of Spokane Parks to co-sponsor a grant application to the Washington State RCO for project funding. All grant matching funds for project shall be provided by Spokane County Conservation Futures.			
Motion wording: Move to approve the Rimrock to Riverside Acquisition grant-authorizing resolution with the Washington State Recreation and Conservation Office			
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: Nick Hamad Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
Vendor: <input 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 type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

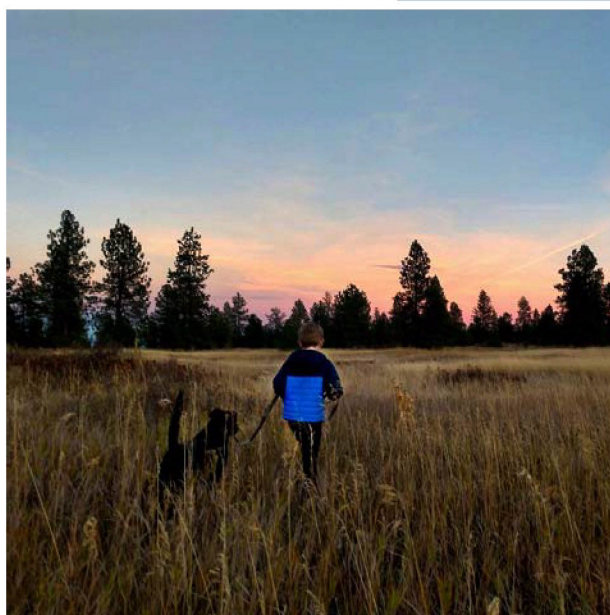
Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

FINAL RECOMMENDATION – 2021 PRIORITIZED ACQUISITION LIST

Nomination Name	Ranking	Future Ownership	Property Description	Ranking Notes / Contingencies
Trolley Trail 08-21	Administrative Acquisition	City of Spokane	3.76 acre property that contains the Trolley Trail generally NE of Trolley Trail Conservation Area.	Designated as an "Administrative Acquisition" to resolve long-standing concerns about the Trolley Trail Conservation Area's northern terminus into private property. This acquisition, with ranking contingencies satisfied, will create a publicly accessible northern terminus at 18th Avenue, resolving long-standing trespassing issues. Ranking contingent upon: (1) City of Spokane securing a legal, public trail connection between the Trolley Trail Conservation Area and the nomination via public trail easement or condition of plat approval; and (2) willing seller
Palisades 06-21	1	City of Spokane	118 acre addition to Palisades Park.	Ranking contingent upon: (1) Seller's pledged donation of \$50,000 - \$100,000 at closing to benefit the stewardship and public use of the nomination.
Saltese 07-21	2	Spokane County	54 acre addition to Saltese Uplands Conservation Area.	Ranking contingent upon: (1) sale at 50% of fair market value.
Antoine Peak 01-21	3	Spokane County	188 acre addition to Antoine Peak Conservation Area.	
Fancher 05-21	4	Spokane County	78 acre property adjacent to the Northwoods neighborhood.	Ranking contingent upon: (1) granting of a public trail easement through adjacent HOA-owned property.
Dishman Hills 03-21	5	Spokane County	82 acres adjacent to 240 acres owned by the Dishman Hills Conservancy.	Ranking contingent upon: (1) donation by nominator of \$25,000 towards public access / trailhead improvements.
Dishman Hills 02-21	6	Spokane County	43.5 acre addition to Iller Creek Unit of Dishman Hills Conservation Area.	
Dragoon Creek 04-21	7	City of Deer Park	100.34 acre property within the Urban Growth Area of the City of Deer Park.	

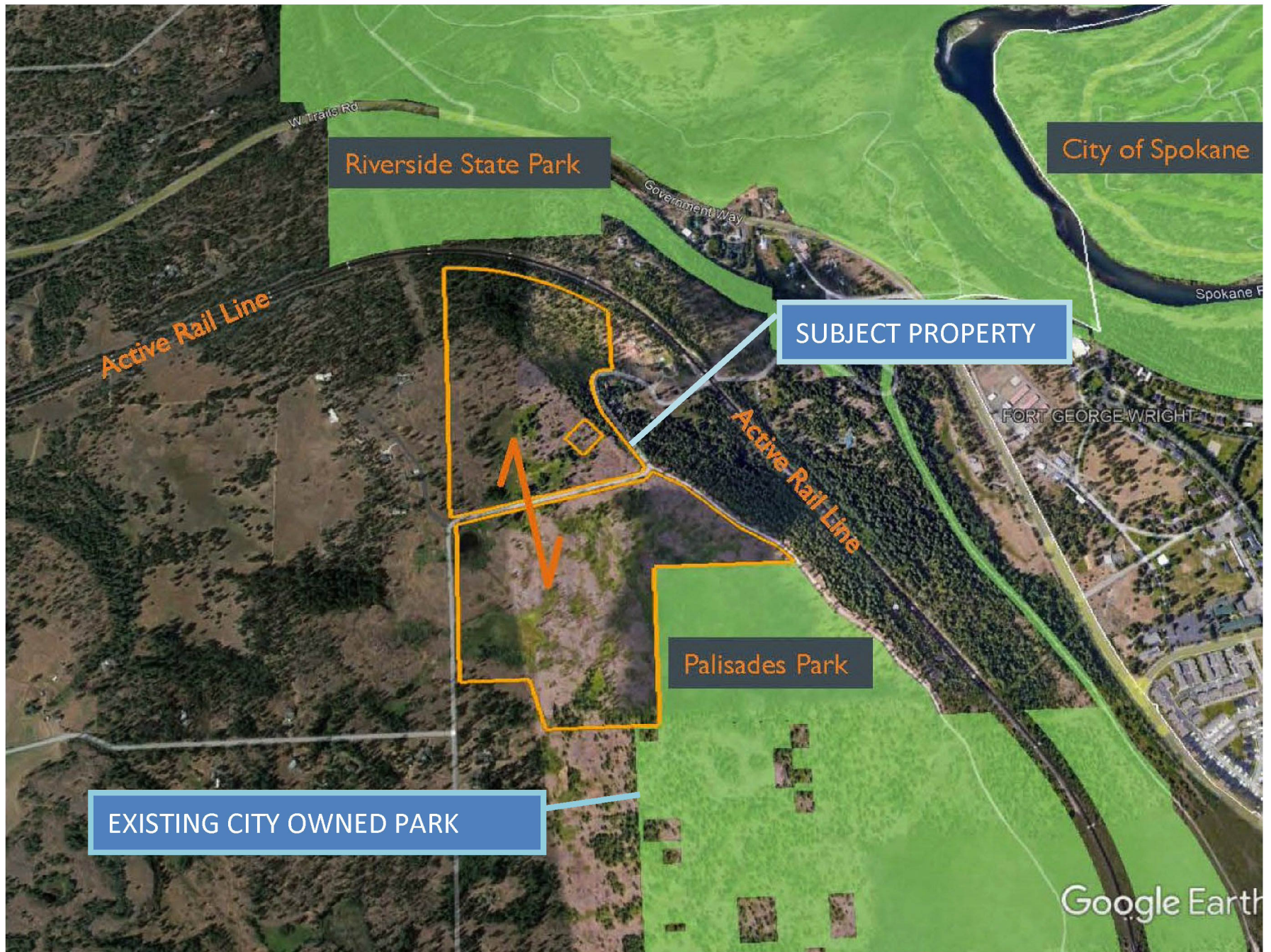
**Unanimously Approved by
LEC 10/27/21**

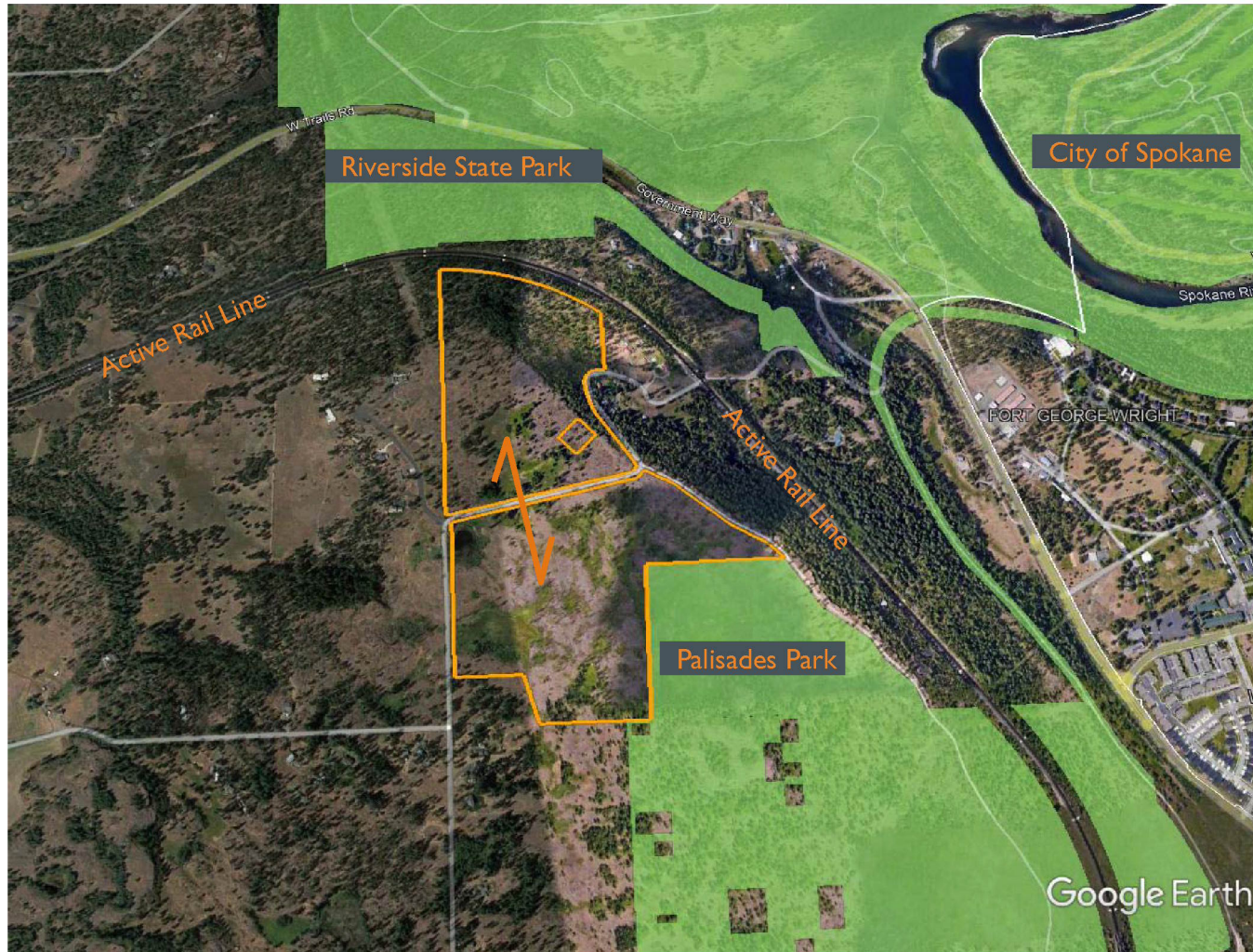


PALISADES 06-21

RANKING: #1

Palisades 06-21





PALISADES 06-21

Vital Stats

117.65 acres.

Expands Palisades Park.

Nearly connects with Riverside State Park.

Pledged \$50K-\$100K Stewardship Fund.

Preserves wetlands

Probable Ownership: City of Spokane

RANKING: #1



**Urban Zipline
Information Sheet**
Updated: April 22, 2022

Overview

- An urban zipline is being considered between Place of Truths Plaza (CSO #26) and Redband Park
- It would be intended to positively activate Riverfront Park, Redband Park and downtown, and build economic strength and vitality for downtown and the region
- It would also be intended to serve as a catalyst for recovery of tourism, conventions and trade shows to Spokane, and appeal to teens and young adults
- Income could help offset costs of Redband park and plaza maintenance
- Park Board provided a letter of support for exploring the concept, with details provided in the minutes of their [January 22, 2021 study session](#).
- City Council is discussing a Resolution supporting the continued project planning for a Downtown Zipline at their PIES committee on April 25, 2022.

Project model

- The concept is a partnership with a private company to be selected through a competitive process.
- The chosen vendor would design, permit, fund and operate the Downtown Zipline. They would carry the insurance, and also be required to donate a negotiated amount of free tickets for charitable organizations and low income/underserved youth.
- The City would lease the property to the partner and share in the profits, (percentages of profit sharing to be negotiated). The City would likely require a 10-year contract.

History

- A zipline was a concept in the Riverfront Park Master Plan
- A few years ago, Engineering Services explored the option of the zipline being part of the downtown CSO project, but City capital funds were not available.
- Avista Utilities recommended the current proposed site as to not interfere with the Federal Energy Regulatory Commission (FERC) license.

Location and configuration

- The proposed departure site would be at the far eastern side of the Place of Truths Plaza (CSO #26) located just north of the Downtown Library.
- The zipline landing would be at Redband Park in Peaceful Valley.

- This would involve a 1,400-foot cable over the river which would run under the southern main arch of the Monroe Street Bridge.
- It would be a dual line which allows two people to ride at the same time on two separate cables.

Stakeholder Outreach

- Stakeholder outreach was completed, and stakeholders will participate as a community working group to develop a request for proposals and select potential vendors.
- Community organizations, including the Peaceful Valley Neighborhood Council, Riverside Neighborhood Council, Visit Spokane, Spokane Park Board, Spokane Youth Baseball, Downtown Spokane Partnership, Spokane Indians Baseball Club, Spokane Hotel/Motel Association and Avista Utilities have submitted support for exploring the project.

Current status

- City staff has completed an initial evaluation of constructability and permits; confirmed zipline departure/landing sites; assessed a level of support from private partners, community, stakeholders and users; completed general research; and collected information to guide the potential Request for Proposal.
- Private partner selection would be conducted through the City's competitive process and guided by a community working group.

Anticipated next steps

- Convene a community working group
- Request for Proposals
- Selection process
- Contracting approvals
- Design/Build validation, permitting
- Construction