



Spokane Park Board Land Committee

3:30 p.m. Wed., Nov. 06, 2024

In-person: Ponderosa Room, Woodland Center
Finch Arboretum, 3404 W. Woodland Blvd, Spokane, WA 99224

WebEx virtual meeting: Call-in:
408-418-9388; Access code: 2495 414 6717
Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman – Chair
Sally Lodato
Hannah Kitz
Kevin Brownlee
Doug Kelley

The Land Committee meeting will be held in-person in the Woodland Center Ponderosa Room at **Finch Arboretum**, 3404 W. Woodland Blvd, Spokane, WA 99224.

and virtually via WebEx at 3:30 p.m. Wednesday, Nov. 06, 2024. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code **2495 414 6717**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. Nov. 06 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 committee members prior to the meeting.

AGENDA

Call to order – Greta Gilman

Public comment – Greta Gilman

Action Items:

1. [Cannon Hill Park Pond & Irrigation Renovation Design Services for \\$150,000.00 plus applicable taxes from Federal ARPA Funds](#) – Berry Ellison
2. [Alternative Use on Park Land Policy \(previously titled "Non-Recreational Use on Park Land" policy\)](#) – Nick Hamad
3. [Resolution supporting Friends of Palisades acquisition of land adjacent Palisades Park & accepting ownership if acquired by the Friends \(no cost\)](#) – Nick Hamad

Discussion Items:

Unfinished Business Items:

Standing Report Items:

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. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management 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	Committee meeting date: Nov 6, 2024	
Requester	Berry Ellison	Phone number: 625-6276	
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 #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Cannon Hill Park Pond & Irrigation Renovation Design Services (\$150,000.00 plus tax)		
Begin/end dates	Begins: 11/14/2024	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>This design & engineering contract will produce designs and engineering plans to line the cannon hill pond, and replace the park irrigation system. Both improvements are intended to reduce the water consumption in the park while keeping the park character intact.</p> <p>The city solicited teams through RFQ 6176-24 and received responses from four design teams. Upon review, the committee recommended Place Landscape Architecture (PLA) as the firm best suited to perform the design & engineering required to renovate the pond and irrigation system.</p> <p>Phase I of the work includes site analysis, design, and engineering of pond and irrigation renovation with the goal of reducing water use, improve pond water quality, and eliminating waste.</p> <p>Phase II will include bidding support and construction administration and is not a part.</p> <p>This scope of work, deliverables, schedule and fee were negotiated with PLA and represent approximately 10% of the construction budget. City Staff recommend Park Board approval.</p> <p>The City did receive a protest regarding the selected team, which was rejected upon review by city staff as outlined in SMC 07.06.155: Bid Protests.</p> <p>ARPA Funded per Ordinance C36520, amended and passed on 6/11/2024 (section 21)</p>			
Motion wording:			
Motion to approve Place Landscape Architecture contract for Cannon Hill Park Pond & Irrigation Renovation Design Services for \$150,000.00 plus applicable tax			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Place Landscape Architecture			
Name: Joshua Trip		Email address: josh@place-la.com	Phone: 509 293-6743
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		jweathermon@place-la.com	
Requester: bellison@spokanecity.org		laga@spokanecity.org	
Grant Management Department/Name:		mmurray@spokanecity.org	
		cwahl@spokanecity.org	
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$150,000.00 plus applicable taxes		Budget code: 1425-88155-94760-56414-97347 (ARPA Funds)	
Vendor: <input checked="" 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 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: 603-603-875 Business license expiration date: 4/30/25		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



CITY OF SPOKANE
PARKS AND RECREATION
CONSULTANT AGREEMENT
Title: CANNON HILL PARK POND &
IRRIGATION RENOVATION DESIGN SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **PLACE LANDSCAPE ARCHITECTURE, LLC.**, whose address is West First Avenue, Suite 204, Spokane, Washington 99201, as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is for Consultant to provide Landscape Architectural Design and Consultant Services for the Canon Hill Pond and Irrigation Renovation; and

WHEREAS, the Consultant was selected from RFQu 6176-24; and

WHEREAS, the City is authorized to expend ARPA funds for this Agreement with Ordinance C36520, amended and passed June 11, 2024 (Section 21); and

WHEREAS, the Consultant agrees to comply with the attached General Terms and Conditions;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on November 14, 2024, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Proposal dated October 21, 2024, which is attached as Attachment B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, sales tax only applies to reimbursables. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply. Only reimbursable costs, if any, will be taxed.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage.

It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Consultant 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.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor

immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above,

the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City

and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

PLACE LANDSCAPE ARCHITECTURE, LLC.

**CITY OF SPOKANE
PARKS AND RECREATION**

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 to this Agreement:

- Attachment A – Federal Certificate Regarding Debarment
- Attachment – ARP-CLFRF CFDA 21.027 Funding
- Attachment – General Terms and Conditions
- Attachment B - Consultant's Proposal dated October 31, 2024

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.
(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions: <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions</u> 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.
(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.
By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement. _____

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form. _____

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:

Total Compensation:

Name:

Total Compensation:

Name:

Total Compensation:

Name:

Total Compensation:

Name:

Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By:

Title:

Date:

ATTACHMENT – ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);

- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));

- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor’s costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

In the event of the Contractor’s noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you **MUST** submit those portions of your response as a separate part of your response, and you **MUST** label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

10. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

12. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

13. DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

14. TERMINATION

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at

least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ATTACHMENT B



October 21, 2024

Mr. Berry Ellison
Project Manager / Landscape Architect
City of Spokane Parks & Recreation
808 W Spokane Falls Blvd #5
Spokane, WA 99201
509-625-6276
bellison@spokanecity.org

RE: Landscape Architectural Design and Consultation Services for Canon Hill Pond & Irrigation Rehabilitation

Dear Mr. Ellison:

It was a pleasure to speak with you recently about landscape architectural design and consultation for Canon Hill Pond and Irrigation. Unless otherwise stated, the work contained in the Scope of Services will be the responsibility of PLACE LA.

PLACE LA will provide rehabilitation design services for Canon Hill Pond and Irrigation Systems. Pond rehabilitation will significantly reduce water consumption, eliminate pond leakage, improve water quality, and enhance riparian habitat for local flora and fauna. The pond will also serve as a reservoir for automated irrigation. Offsite stormwater from Lincoln Street will be diverted out of the pond and managed on-site. A fully automated, high efficiency, weather based ET irrigation system will irrigate the park in an 8-hour watering window. Existing water meters may be consolidated to a larger single point of connection for the pond and irrigation system. A core goal of this project is that design and development of the proposed modifications will be determined through a collaborative design, or co-design process in partnership with City staff and respective neighborhood organizations. To this end, PLACE LA will validate the proposed project program, available funding, and host charettes with the City to determine infrastructure improvements that most effectively fulfill the intent and cost-effective use of available funding.

A topographic survey, historic geotechnical reports, and as-built plans/documents will be provided by City prior to beginning work. A cultural resource inventory has been deemed not required by the City. The pond has been classified as a "Beauty Pond" and therefore is not classified as a wetland and is exempt from further environmental regulations. The City may expand and extend the scope of this contract for additional project-related work including additional design, engineering, permitting, bidding, and construction administration if it is determined to be in the best interest of the City.

PLACE LA agrees to provide the scope of work as outlined herein (from City SOQ request RFQu 6176-24)

PLACE LA fees are estimated at approximately 10% of the maximum construction costs. A base project cost of 1.5m (excluding design and construction observation) is assumed.

PLACE LA Anticipates the following delivery timelines (by Major Task)

<u>Task Name/Description</u>	<u>Begin</u>	<u>Target Completion</u>
Task 1 – Project Validation & Schematic Design	Oct 31, 2024	May 01, 2025
Task 2 – Design Engineering	May 02, 2025	Oct 19, 2025

As you requested, PLACE Landscape Architecture is very pleased to offer you the following services for the project:

SERVICES

Task 1 – Project Validation

- Attend project kickoff meeting with City staff,
- Perform comprehensive review of the existing conditions for proposed improvements,
- Prepare Schematic Design schedule for review, comment, and approval by City staff, incorporating revisions as necessary.
- Prepare existing site plan showing existing boundaries, easements and encumbrances, setbacks, topography, utilities, trees, ROW improvements, existing pedestrian circulation, and other information necessary to create a comprehensive existing site plan.
- Prepare a detailed itemized project budget with estimated costs for all plan proposed improvements, including tax, permit fees, and contingency. Submit to City staff for review, comment, and incorporate revisions as necessary to create the base bid and alternate(s) for bidding and construction.

TASK 1 PROPOSED FEE (19%), LUMP SUM: \$28,500.00

Tasks 2 – Design & Engineering

30% Schematic Design. develop schematic design utilizing the data and program elements gleaned in the previous task. 30% to include, but is not limited to:

- Prepare schematic design to include, but not limited to the following:
 - Location of utilities in right-of-way improvements,
 - Preliminary stormwater drainage structure locations and approximates sizing,
 - Overall pond layout with proposed spot elevations and contours; and prepare typical section(s) and elevation(s) for improvements to adequately convey design intent,
 - Layout & location for equipment building, and other above grade improvements,
 - Location of interpretive panels,
 - Limits of construction activity, including clearing, grubbing & tree removal, etc.,
 - Preliminary civil & electrical improvements, identifying water, sewer, power sources, and new service location(s),
- Preliminary cut/fill volume estimates.
- Prepare Geotechnical analysis of subsurface conditions limited to the area of proposed improvement. Locations of geotechnical explorations & analysis include proposed drywell location for Lincoln St offsite discharge pipe, mass excavation, and footings,
- Prepare a detailed itemized project budget with estimated costs for all proposed improvements, including tax, permit fees, and contingency. Submit to City staff for review, comment, and incorporate revisions as necessary to adequately estimate cost of the base bid and alternate(s) for bidding and construction.
- Include recommended updates / alternatives to concept plans,
- Prepare rendered site plan graphics and presentation materials for community engagement meetings and / or electronic sharing (via web and email),
- Attend one (1) community engagement meeting to present updated plans and gather community feedback. Prepare meeting minutes after completion of meeting,
- 30% plans will be considered complete when initial validation / schematic drawings, renderings, & supporting documents, and community engagement meeting minutes are submitted and approved in writing by the City.

60% Design Development. Upon Firm receiving notice to proceed with 60% design, PLACE LA will develop 60% design incorporating public feedback and written direction from City staff, Prepare 60% design development drawing package for City staff and public review. 60% to include but is not limited to:

- Demolition plans,
- Prepare erosion & sedimentation control plans,
- Prepare design for right-of-way (offsite) utility improvements, with details necessary for a thorough City staff review,
- Prepare water, sewer, grading and stormwater drainage / drywell locations, sizes with details necessary for a thorough City staff review,

- Prepare drainage report compliant with requirements of Spokane Regional Stormwater Manual and Spokane City / Spokane County building and planning requirements. Lincoln St stormwater calcs, flow rate, as-builts, etc. will be provided by City,
- Prepare aquatics plan for pond rehabilitation, liner, one-line diagrams and water use / quality calculations,
- Utility plans for pumps and electrical including power service improvements with details necessary for a thorough City staff review,
- Prepare detailed plans & construction details for equipment building, and other above grade improvements with details necessary for a thorough City staff review,
- Prepare landscape planting in and around pond area and restoration within the areas of disturbance, and irrigation plans, and other landscape improvements with details necessary for a thorough City staff review,
- Prepare project written specifications Coversheet & Table of Contents using CSI format (Masterformat) standards for organizing specifications. City to provide boilerplate and front end docs. Includes standard boiler plate sections for pond construction, irrigation and recirculation pumps,
- Prepare detailed itemized construction estimate for all improvements,
- Attend one (1) community engagement meeting to present updated plans and gather community feedback. Prepare meeting minutes after completion of meeting,
- 60% plans will be considered complete when all of the above have been submitted and approved in writing by the City.

90% Plans, Specifications, and Estimates. Upon Firm receiving notice to proceed with 90% design, PLACE LA will develop 90% design incorporating public feedback and written direction from City staff, Prepare 90% permit drawing package for plan check to include but is not limited to:

- Modify project scope elements (as directed by City Staff) to meet project budget,
- Prepare permit drawing package for all improvements including site plan, pond rehabilitation, buildings & structures, grading & drainage, utilities, landscape planting & irrigation, and electrical; 90% should include, but is not limited to:
 - Updates to all sheets included at 60% and relevant details,
 - Additional sheets, details, and information as required to secure required permits and construction of improvements.
 - Written specifications, bound separately from construction drawings and using CSI format (Masterformat) standards for organizing specifications,
- Update detailed construction estimate for all improvements,
- Prepare permit intake documents as required by City Dept of Planning & Development,
- Satisfactorily respond to plan check comments, revise as necessary, and obtain permit approval by City Dept of Planning & Development,
- 90% plans will be considered complete when all project drawings have been submitted to regulatory agencies and the 90% construction document set has been submitted and approved in writing by the City; and the permit approval has been received.

100% Plans, Specifications, and Estimates.

- Upon Firm receiving notice to proceed with 100% design, PLACE LA will develop 100% design incorporating all plan check and written direction from City staff,
- Prepare 100% construction document package for solicitation,
- 100% plans will be considered complete when project bid and construction package has been submitted and approved in writing by the City.

TASK 2 PROPOSED FEE (81%), LUMP SUM: \$121,500.00

Bid Support Services.

- Support City staff and prepare advertisement and bid form narratives articulating base bid and alternate(s) scope of work; prepare pre-bid meeting agenda to conduct (1) pre-bid conference with contractors, informing bidders of proposed improvements and answer questions. The project shall be bid as (1) construction contract. Bidders will be

responsible to submit pricing itemized as shown on the bid form with the low responsive bidder of all work being awarded the contract,

- Attend one (1) in-person pre-bid conference hosted by the City,
- Respond to bidder Q&A, preparing answers to questions and revising plans / details / written specifications as required to clarify project intent and control bidding,
- Bid Support services will be considered complete when project bids are received by the City and the City provides a written 'intent to award' a construction contract to the apparent low responsive bidder.

BID SUPPORT SERVICES ESTIMATED FEE: \$TBD

Construction Administration Support Services.

- Prepare 'schedule of submittals' for use in tracking the required submittals and shop drawings including the pending / approval status of those submittals and shop drawings,
- Review of contractor submittals for conformance with project construction documents,
- Periodic site visits & inspection as required to verify improvement locations, materials, and installation quality are consistent with construction documents,
- Site inspection at substantial completion and preparation of written 'punchlist' of work modifications required to achieve final completion of construction,
- Site inspection to backcheck successful completion repairs and modifications required in punchlist,
- Construction administration will be considered complete when construction of all improvements are physically complete.
- City shall provide daily construction management services for this project and shall host weekly construction meetings for the duration of the project. It is not intended that PLACE LA shall perform this daily management work nor attend/host the weekly construction meetings. Firm shall attend periodically as required to inform construction work.

CONSTRUCTION ADMINISTRATION SUPPORT SERVICES ESTIMATED FEE: \$TBD

Permits anticipated for this project include:

SEPA checklist, application & review,
Site development, grading, and electrical permits,
Include studies and application support as required to apply for and secure all required permits.

FEES, SHEETS OR DRAWINGS, AND ESTIMATED HOURS

We would propose lump sum fees for the work as follows, payable upon presentation of a monthly statement as design and construction progresses:

Proposed Total Fee for Tasks 1 and 2: **\$150,000.00**

Our monthly statements would reflect the percentages of completion indicated in items 1-2 above. We usually send out invoices on or about the first of each month and would request payment within 30 days. Please note that we reserve the right to assign, factor, or otherwise collect accounts that are 90 days or more overdue.

If these terms are agreeable to you, please sign a copy of this letter and send it back to us via email or US mail. We will be pleased to begin work promptly upon receipt of our signed copy.

Mr. Berry Ellison
October 21, 2024

Thank you again for thinking of us for this important project. We look forward to working with you, The City of Spokane Parks & Recreation Department, and rest of the design team in the months to come.

With Gratitude,
PLACE Landscape Architecture



Joshua Tripp, PLA, ASLA
Principal Landscape Architect

This proposal is covered by our General Liability and Professional Practice Insurance Program.

Acceptance of Proposal: I have read the above prices, scope of work, and Exhibit "A"; it is satisfactory and hereby accepted. PLACE is authorized to commence work as specified and agreed to herein. Please sign below and return to our office. We will begin work immediately upon receipt of the signed agreement and the AutoCAD files. A retainer of 0% is required to begin work; services will be billed monthly (reflecting percentage complete) until work is complete.

The undersigned accepts the above agreement.

ACCEPTABLE:

Signature of Authorized Agent

Date of Acceptance

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: Nov 6th, 2024	
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 #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal M, Obj. 2.	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Alternative Use on Park Land Policy (previously titled "Non-Recreational Use on Park Land" policy)		
Begin/end dates	Begins: 11/14/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history:			
<p>In recent years, the park board has received numerous requests from other public and private entities to use portions of Park Land for uses other than traditional park use (utility infrastructure, community facilities, vehicular and pedestrian access, etc).</p> <p>The Alternative Use on Park Land policy was developed to:</p> <ul style="list-style-type: none"> -provide a specific process for evaluating "Alternative Use" proposals, -provide criteria for how such proposals shall be approved and/or rejected, -ensure approved proposals provide a 'quantifiable net improvement to park land or a future benefit to park land and recreational programs as determined by the park board. <p>This policy replaces a 'Non-Recreational Use on Park Land' policy was adopted by park board in 1999.</p>			
Motion wording:			
Motion to approve the Alternative Use on Park Land policy.			
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	Garrett Jones		
Parks – Sarah Deatrich	Jason Conley		
Requester: Nick Hamad	Fianna Dickson		
Grant Management Department/Name:			
Fiscal impact: <input checked="" 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:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input 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 type="checkbox"/> UBI: n/a	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

CITY OF SPOKANE
PARKS AND RECREATION DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 1400-24-[#]

TITLE: ALTERNATIVE USE ON PARK LAND

EFFECTIVE DATE: April 8, 1999 (previously titled "Non-Recreational Use on Park Land")

REVISION DATE:

1.0 GENERAL

- 1.1 The purpose of this policy is to evaluate proposals for 'Alternative Use' (as defined below) on Park Land owned by the City of Spokane and controlled by the Spokane Park Board, and ensure such proposals provide a quantifiable net improvement to the city park system.
- 1.2 This policy is intended only to evaluate proposals for an "Alternative Use on Park Land" that requires the City of Spokane to transfer a real property interest to a third party. Third parties include all non-city entities, partner organizations, friends of groups, etc., and non-park divisions of the City of Spokane (utilities, fire, police, public library, N.H.H.S., etc.).
- 1.3 This policy is not intended to apply to proposals for park or park facility rentals, community events on Park Land, and park sponsorship.

1.4 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City of Spokane Parks and Recreation Land.

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 “Alternative Use on Park Land” or “Alternative Use” - Any use of Park Land for other than Park Purposes. Examples of Alternative Use include utility infrastructure (regardless of location below, on or above grade), vehicular and pedestrian access routes crossing Park Land to adjacent property, temporary construction easements, facilities on Park Land which are not owned, maintained, or operated by city parks (including but not limited to those intended for recreational use), farming or agricultural uses, etc.

When granted by the Park Board, the right to use Park Land for an Alternative Use will be effective upon the complete execution of an Instrument of Agreement such as but not limited to, an Easement, Ground Lease, or Interlocal Agreement for Joint Use of Facilities, or Revocable License and Permit.

- 4.2 “Applicant” – The entity or individual proposing an Alternative Use on Park Land.
- 4.3 “Application Form” – Document to be completed by the Applicant which includes background information to Park Staff and Park Board regarding the Applicant’s proposal for an Alternative Use.
- 4.4 “Easement” – An agreement between the Applicant and Park Board granting a right over the Park Property for an Alternative Use and for a particular purpose. It is a non-possessory special interest in the Park Land, meaning it gives the easement holder a right, but no title or right of possession.

An easement is typically used for access related to Alternative Use on Park Land, such as a vehicular / pedestrian access or utility infrastructure.

- 4.5 “Ground Lease” – An agreement between the Applicant and Park Board granting a right to use Park Land for a particular purpose. It is a non-possessory interest in Park Land, meaning it gives the lessee a right, but no title or right of possession.

A Ground Lease is typically used for medium to long-term temporary Alternative Use on Park Land, such as libraries, water tanks, sports facilities, gyms and pools operated by the Applicant. A lease may include provision for extension beyond the initial term.

- 4.6 “Instrument of Agreement” - A legal document which records the execution of an agreement between the Park Board and Applicant, which establishes the associated rights, obligations and duties of the parties. See section 4.1 for typical Instruments of Agreement for Alternative Use on Park Land.
- 4.7 “Interlocal Agreement for Joint Use of Facilities” – An agreement between another local governmental unit and the Park Board for joint performance of functions and activities which they have the authority to perform.

An interlocal agreement is typically used to promote the maximum public utilization of public facilities and grounds owned by the city and other governmental units, minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer, such as the interlocal agreement with Spokane Public Schools for joint use of facilities, or interlocal agreement for the operation of Beacon Hill with Spokane County.

- 4.8 “Park Board” – The Spokane Park Board established pursuant to Article V of the Spokane City Charter.
- 4.9 “Park Board Mission” – The City of Spokane Parks and Recreation Division acquires, operates, enhances, and protects a diverse system of parks, boulevards, parkways, urban forest, golf courses, recreational, cultural, historical and open space areas for the enjoyment and enrichment of all.
- 4.10 “Park Property” or “Park Land” – Any land or lands controlled by the Park Board pursuant to Article V, section 48 of the Spokane City Charter. Includes both developed and undeveloped lands controlled by the Park Board.
- 4.11 “Park Purposes” – Physical improvements, recreational & leisure programs, or any facility or activity on Park Land which is consistent with the Park Board Mission and the goals and objectives identified in the current adopted Parks, Recreation, and Open Space Master Plan.
- 4.12 “Park Staff” – Administrative staff working for the Parks and Recreation Division of the City of Spokane.
- 4.13 “Quantifiable Net-Improvement to the City Park System” or “Quantifiable Net Improvement” – Specific compensation or other benefit from or by the Applicant in exchange for the right to use Park Land for an Alternative Use which, when combined with the loss of dedicated Park Land to the proposed Alternative Use, yields an overall benefit or enhancement to Park Land and/or recreational offerings for park users.

The computation of the Quantifiable Net Improvement may require the Applicant to provide to the Park Board the appraised value of the Park Property affected by the Alternative Use on Park Land, or the market value of the real property rights conveyed, which values may be considered by the Park Board to evaluate the application in the Park Board's sole discretion. Compensation appropriate to secure a Quantifiable Net-Improvement may be in the form of additional land dedication to parks, cash payment, rent payments, physical improvements to adjacent or nearby Park Land or assets, commitments to maintain park assets, etc.

For example, in exchange for a ground lease of approximately one acre of existing Park Land for a new library, the Instrument of Agreement shall provide the Applicant compensate the city with a dollar amount to be used for the construction of a new playground & associated appurtenances within the same park.

- 4.14 "Revocable License and Permit" – An agreement between the Applicant and Park Board for Alternative Use on Park Land. A revocable license and permit is typically used for short-term Alternative Use of Park Land, such as a temporary construction easement, landscaping, or a permitted encroachment on Park Land.

5.0 POLICY

- 5.1 The Park Board will consider each written Alternative Use on Park Land proposal that is submitted on a case-by-case basis and is under no obligation to approve the proposal, regardless of the proposed potential benefit to the Applicant or the City of Spokane.
- 5.2 Permission for an Alternative Use on Park Land may be granted or denied at discretion of the Park Board.
- 5.3 To initiate Park Board consideration of a proposed Alternative Use on Park Land, Applicant shall complete and submit an Application Form for Alternative Use on Park Land, together with relevant backup information and application fees, to Park Staff.
- 5.4 The Applicant shall be required to pay an application fee of \$300, intended to offset the cost for Park Staff to coordinate and review the Application Form.
- 5.5 The Applicant shall provide the necessary information in the Application Form for Park Staff and Park Board to evaluate the proposal.

- 5.6 For any Alternative Use on Park Land to be approved by the Park Board, the proposal must demonstrate that the Alternative Use on Park Land will provide a Quantifiable Net-Improvement to Park Land or a future benefit to Park Land and recreational offerings as determined by the Park Board.
- 5.7 Letters of support or opposition from neighborhood councils, stakeholders, and public affected by the proposed Alternative Use may be considered by the Park Board when considering the Alternative Use proposal.
- 5.8 Park Board may request Park Staff and their agents recommend to the Park Board specific Quantifiable Net-Improvement derived from approval of the proposal.
- 5.9 In considering whether the proposed Quantifiable Net-Improvement is acceptable, the Park Board may consider the market value of the real property rights conveyed by the proposal, including the benefit of the Alternative Use proposal to the Applicant and Applicant's property. An appraisal of this value may be required as noted in section 4.13.

For example, the Park Board may consider the increase in property value brought about by an easement over Park Land allowing access to a parcel of land that is otherwise inaccessible

- 5.10 The Applicant must provide the Park Board with financial assurance that all conditions of the proposed Alternative Use on Park Land can be met by the Applicant to the satisfaction of the Park Board and Park Staff.
- 5.11 The Park Board may place certain conditions on Alternative Use on Park Land approval.
- 5.12 The Alternative Use on Park Land should not compromise the ability of the adjacent remaining Park Land to function, and shall not restrict free access to the surrounding Park Land by the public, or result in potential or actual danger to public health and safety.
- 5.13 Unless otherwise agreed upon by the Park Board, the Applicant, and its successors or assigns shall be responsible for routine maintenance, daily operation, repair and replacement of improvements associated with and/or appurtenant to approved Alternative Use on Park Land.
- 5.14 Unless otherwise agreed upon by the Park Board, Alternative Use on Park Land approval may not be granted if the subject land is quantifiably environmentally sensitive, contain quantifiably unique habitat or life forms, or is classified as culturally significant due to documented historical significance, or other archaeological conditions as defined by Park Staff.

The Park Board may require the Applicant to provide to the Park Board studies or reports verifying the Park Land area proposed for Alternative Use is suitable for proposed use and does not contain quantifiably unique habitat or life forms, items of cultural significance, or geological hazards. Such study may include but not limited to phase I environmental site assessment, critical areas report, or cultural resource survey.

- 5.15 Unless otherwise agreed upon by the Park Board, an Instrument of Agreement shall not include terms which require the Park Board to fund site improvements or additional site security, or commit public funds to additional maintenance and/or capital replacement.
- 5.16 Any Alternative Use proposal for utility installation shall ensure utilities are installed underground to the maximum extent possible, unless it can be justified that an above ground installation is required, and such installation is acceptable to the Park Board, and it such installation will not interfere with the intended use and enjoyment of the Park Land.

6.0 PROCEDURE

- 6.1 The Applicant may or may not be required to prepare a presentation for the Park Board Land Committee and full Park Board.
- 6.2 The Applicant, or Applicant's representative, may or may not be required to attend the Park Board Land Committee meeting to discuss the proposal.
- 6.3 The Park Board Land Committee typically meets monthly. Park Staff will notify the Applicant of the specific meeting date, time and location the Alternative Use on Park Land proposal will be placed on the Land Committee's agenda.
- 6.4 Unless otherwise agreed upon the Park Board, all Alternative Use on Park Land proposals shall follow the below process:
 - 6.4.1 Applicant shall prepare and shall submit completed Application Form, together with any relevant backup documentation and application fees (if required) for proposed Alternative Use on Park Land. Application shall be submitted at least two weeks prior to appearing on the next regularly scheduled Park Board Land Committee meeting.
 - 6.4.2 Application Form and backup documentation shall be submitted in electronic format to:

- i. Park Planning & Development Manager
- ii. Park Operations Director
- iii. spokaneparks@spokanecity.org
- iv. Park Board Land Committee

NOTE – Staff contact information can be found online at the City of Spokane Parks Division Staff Directory.

6.4.3 Park Planning & Development Manager shall review the Application Form for completeness & general compliance with policy, and if determined to be complete & generally compliant with policy, shall coordinate the placement of a ‘discussion item’ for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee Meeting.

- i. Prior to committee, Park Planning Manager shall route the application materials to members of parks management team potentially affected by the application for comment and input regarding the proposal.
- ii. If additional information is needed or revisions are required, Applicant shall coordinate with Park Planning Manager as required to provide required information.
- iii. If no Quantifiable Net-Improvement is offered by the Applicant, Park Staff may reject the application outright or request the Application Form be revised to include a net-improvement prior to Park Board Land Committee discussion.

6.4.4 Park Staff and the Applicant shall present the Alternative Use on Park Land proposal as a discussion item to the Park Board Land Committee to review the application and gather Park Board input and feedback

- i. If during discussion the Park Board Land Committee finds the application to be generally compatible with Park Land and determines the proposal yields a Quantifiable Net-Improvement to the City Park System, the committee will authorize Park Staff to coordinate with the Applicant to refine the proposal and prepare the applicable Instrument of Agreement and required backup materials (appraisals, maps, etc.).

Any special conditions or revision required by the Park Board Land Committee may be incorporated into the proposal during preparation of agreement documentation.

- ii. If during discussion the Park Board Land Committee finds the proposal is not compatible with Park Land and/or determines the proposal is not likely to yield a Quantifiable Net-Improvement to the City Park System (as determined by the committee in its sole discretion), then the committee will instruct Park Staff to discontinue work on the proposed Alternative Use on Park Land and/or reject the application.

6.5 Upon completion of a proposed Instrument of Agreement, Park Staff shall coordinate the placement of an 'Action Item' for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee meeting.

6.6 Park Staff and the Applicant shall present the Instrument of Agreement, along with the specific Quantifiable Net-Improvement to the City Park System to the Park Board Land Committee for a vote of approval.

6.6.1 If the Park Board Land Committee votes to approve the Instrument of Agreement, then the Instrument of Agreement will be placed on the agenda for the next regular meeting of the Park Board for final authorization. The Land Committee may approve the Instrument of Agreement with or without additional conditions.

6.6.2 If the Park Board Land Committee votes not to approve the Instrument of Agreement, the committee chair will either instruct the Applicant to either revise and resubmit the Instrument of Agreement with requested changes or will reject the Instrument of Agreement outright.

6.7 Upon approval by the Park Board Land Committee, Park Staff will present the Instrument of Agreement for consideration of the full Park Board. If the Instrument of Agreement is approved by the Park Board, it will be executed by all parties, filed & recorded as required by applicable city and county policies, and take legal effect.

7.0 RESPONSIBILITIES

7.1 The Director of Parks and Recreation is responsible for administering this policy.

8.0 APPENDICES

8.1 Application Form

APPROVED BY:

President, Spokane Park Board

Date

City Administrator

Date

Director, Parks & Recreation

Date

Assistant City Attorney

Date

APPENDIX – Application Form

Application Form - Alternative Use on Park Land

The purpose of this form is to gather relevant information regarding applications proposing an 'Alternative Use' on park land owned by the City of Spokane and controlled by the Spokane Park Board. Submitted applications will be reviewed by Park Staff for completeness, and completed applications and backup materials will be reviewed on a case-by-case basis by the City Park Board to determine whether the proposed alternative use is permissible or not. Permission for an Alternative Use on park land may be granted or denied only at the discretion of the Park Board. The Park Board is under no obligation to approve proposals, regardless of the proposed potential benefit to the Applicant or the City of Spokane.

The 'Alternative Use on Park Land' policy may be viewed in its entirety using the below link

Applicant Information

Name

First

Last

Applicant Organization (if applicable)

Email

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Phone Number

 - -

###

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Park Property Affected by Proposal

Site Address

Parcel number(s)

Approximate area of park property impacted by proposal

Park Name (if applicable)

Applicant to Attach a map of the approximate area of park property impacted by the proposal

No file chosen

Proposal Classification / Proposed Type of Alternative Use: Check All That Apply

- Access across park land – vehicular
- Access across park land – pedestrian or bicycle
- Utility installation – At or above ground level
- Utility installation – Underground
- New construction – Permanent Structure

If none of the above, please describe

What is the proposed time duration for the alternative use

- Temporary, <1 year
- Temporary, >1 year, <10 years
- Perpetual
- Temporary, >10 years (enter length)

Applicant Proposal for Alternative Use

Briefly describe the proposed alternate use on park land, taking care to explain why the usage of park property is required, and the intended benefits to the applicant.

Is the proposed action primarily intended to benefit a private use on or near park land, or is it intended to benefit a public use on or near park land, or both? (select one)

- Private use
- Public use
- Both

If you selected 'private' or 'both' to the above describe the private use proposed and describe how the proposed alternative use will improve or enhance public park function.

OR

If you selected 'public' or 'both' to the above, describe the public use proposed and describe how the proposed alternative use will improve or enhance public park function.

Please summarize how this proposal will result in a 'quantifiable net improvement' to the city's park system (note – improvement of private land adjacent to public park land is not considered net improvement to park) – provide example

Per adopted park policy, for any alternative use on park land to be approved by the Park Board, the proposal must demonstrate the Alternative Use will provide a Quantifiable Net-Improvement to Park Land, and/or recreational offerings as determined by the Park Board. If no quantifiable net improvement is offered, the application may be rejected outright or requested to be revised to include such an improvement prior to consideration by the Park Board.

What is the appraised value of the subject park land?

\$.
Dollars Cents

If applicable, what is the estimated increase in value of the applicant's property as a result of an approved alternative use application.

\$.
Dollars Cents

Will this proposal displace an existing developed park use?

- Yes
- No

If you selected "Yes" to the above, please describe the specific use(s) or facility displaced and detail the specific relocation, improvement or compensation proposed to ensure public park functionality or access is restored and improved by this action.

Will this proposal disturb or develop existing undeveloped or natural park land?

- Yes
- No

If you selected "Yes" to the above, please describe the restoration or compensation proposed by the applicant to ensure offset the loss of free access.

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: Nov 6, 2024	
Requester	Nick Hamad	Phone number: 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 #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Resolution supporting Friends of Palisades acquisition of land adjacent Palisades Park & accepting ownership if acquired by the Friends (no cost)		
Begin/end dates	Begins: 11/14/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history: Resolution supporting the Friends of Palisades acquisition of several 10 acre parcels of land immediately adjacent Palisades Park. The Friends and their partners are considering acquisition of lands directly adjacent Palisades Park at their expense, and are requesting park board support of this endeavor prior to proceeding to ensure it is consistent with Park Board Goals. The Friends have also asked that park board consider reimbursing this acquisition at some point in the future should park levy pass and allocated funding to acquisition of these lands at the cost of the Friends.			
Motion wording: Move to approve resolution supporting Friends of Palisades acquisition & accepting ownership			
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 nhamad@spokanecity.org Parks – Sarah Deatrich aspell@spokanecity.org Requester: bellison@spokanecity.org Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input 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 type="checkbox"/> UBI: _____ Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

CITY OF SPOKANE PARK BOARD

RESOLUTION

A RESOLUTION supporting Friends of Palisades acquisition of land adjacent Palisades Park and accepting property ownership if acquired by the Friends and their agents.

WHEREAS, under the City Charter, the Spokane Park Board has exclusive jurisdiction and control over city park land and facilities located within and outside the City of Spokane, and

WHEREAS, the City of Spokane owns land known as Palisades Park that has been acquired and funded through private donation, the Spokane County Conservation Futures program and dedication by previous property owners, all of which land is outside the city limits of the City of Spokane and all of which is subject to Park Board control and authority, and

WHEREAS, the Park Board recognizes the outdoor recreational importance and value of the Palisades Park area for hiking, trail walking & running, mountain biking, horseback riding, birding, and other recreational activities, and

WHEREAS, the Park Board recognizes the value in continued partnership with other jurisdictions and organizations to meet shared community recreation and conservation goals,

WHEREAS, the Friends of Palisades is a community group which has provided stewardship of Palisades Park since 1984 and which currently has an MOU with Spokane Parks and Recreation (OPR2018-0284), and

WHEREAS, the Park Board has previously supported efforts to acquire additional public land within and adjacent to Palisades Park through the purchase of private land from willing sellers as they become available, and

WHEREAS, Spokane Parks does not have sufficient funds to dedicate to acquisition of additional natural land surrounding Palisades Park within the current department budget, and

WHEREAS, Spokane Parks has developed a program for citywide neighborhood park improvement levy, which if affirmed by a vote of the public, would provide annual funding dedicated to the future acquisition of natural lands, and

NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane Park Board that the Spokane Park Board hereby supports the Friends of Palisades and their agents' acquisition of land directly adjacent Palisades Park and shall accept ownership of the property if acquired at no cost to the City of Spokane Parks Department.

BE IT FUTHER RESOLVED that in the event a neighborhood park improvement levy is approved and includes funding for natural land acquisition, the Park Board shall consider acquiring the additional natural land from the Friends of Palisades and their agents at the cost paid by those partners.

ADOPTED BY THE PARK BOARD ON _____

Attest:

Park Board President
Approved as to form:

City Clerk

Assistant City Attorney