



**City of Spokane Park Board
Land Committee Meeting**

Mar. 3, 2021 – 3:30 p.m.
WebEx teleconference meeting
Al Vorderbrueggen – Park Operations Director

Committee Members:

X Greta Gilman – Chair
X Hannah Kitz
X Sally Lodato
X Kevin Brownlee

Parks Staff:

Jason Conley
Nick Hamad
Carl Strong
Fianna Dickson
Jo-Lynn Brown

Other City Staff:

James Richman
Mike Piccolo

Guest(s):

Jennifer Ogden

SUMMARY

- Jason Conley and Mike Piccolo presented the Avista Master agreement between City of Spokane, Library, Parks and Avista for vehicle charging stations for discussion.
- Parks Operations and Park Planning provided updates.

MINUTES

The meeting was called to order at 3:30 p.m. by Chair, Greta Gilman.

Public Comments: None

Discussion Items:

1. Avista electrical vehicle DC charging installation master site agreement– Jason Conley & Mike Piccolo reviewed the master agreement and details about the partnership with Avista, Library, Parks and the City of Spokane. The Easements including location, quantity of parking slots and equipment specifications would come back to the committee for each location for approval.

Greta inquired why do we need a master agreement and individual agreements for each location, why not just execute individual agreements as needed? Garrett added this is like our STA agreement and the School Districts' agreement. Greta voiced concerns with future needs of electrical charging stations and future higher demand for "gas stations of the future". Only two park locations are identified at this time, Liberty Park and Shadle Park.

Jennifer asked about the transformer, high voltage warnings and magnetic fields in facilities next to playgrounds. This is a small DC charging unit, consider limiting the usage per location to keep this at a minimum.

Hannah asked about the security and maintenance required by the host per the agreement. Is there security set up in place and who is responsible? Mike responded, Host will be the Library and they would be responsible for maintenance, the equipment would be Avista' responsibility.

Kevin stated the master agreement seems redundant, if we review case by case controls for each location, he has no issues with it.

Garrett asked what the scheduling impacts will be with the delay of this item to next month. Mike Piccolo will check on that and get back to the committee.

Standing Report Items:

Carl Strong provided the committee information about windstorm damage clean up, Parks Staff has performed almost 100% of the tree removal work and done a great job. Stump removal is underway, next steps, startup commissioning of our parks, fence repair, extensive irrigation repairs, turf, shrub, and tree replacement coming soon. Audubon and Comstock will have stationed staff person to monitor daily water needs and repairs.

Carl and Garrett took time to commend staff on their excellence during this time, the teamwork, and willingness to think outside the box has really made a big difference.

Mr. Nick Hamad presented a Parks Planning update, the North Suspension Bridge renovation project is out to bid, due 3.29.2021. Down River Golf Course improvement project is out to bid, due next Monday. The Parks and Open Space Master plan is restarting the project, kickoff will be the week of March 14th with the Project Advisory Committee (PAC) to look at the project in more depth. Manito Park Japanese Garden Pond restoration is starting soon, Garden will remain closed till June.

Meeting adjourned at 4:01 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 pm Mar. 31, 2021.

Spokane Park Board Briefing Paper



Committee					
Committee meeting date					
Requester	Phone number:				
Type of agenda item	Consent	Discussion	Information	Action	
Type of contract/agreement	New	Renewal/ext.	Lease	Amendment/change order	Other
City Clerks file (OPR or policy #)					
Item title: (Use exact language noted on the agenda)					
Begin/end dates	Begins:		Ends:		Open ended
Background/history:					
Motion wording:					
Approvals/signatures outside Parks: Yes No					
If so, who/what department, agency or company:					
Name:		Email address:		Phone:	
Distribution:					
Parks – Accounting					
Parks – Pamela Clarke					
Requester:					
Grant Management Department/Name:					
Fiscal impact: Expenditure Revenue					
Amount:		Budget code:			
Vendor: Existing vendor New vendor					
Supporting documents:					
Quotes/solicitation (RFP, RFQ, RFB)			W-9 (for new contractors/consultants/vendors		
Contractor is on the City's A&E Roster - City of Spokane			ACH Forms (for new contractors/consultants/vendors		
UBI:		Business license expiration date:		Insurance Certificate (min. \$1 million in General Liability)	

MASTER SITE AGREEMENT

Avista Electric Vehicle DC Fast Charging Installations

Avista Contract No. R-_____

THIS SITE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2021 (“Effective Date”) between **Avista Corporation**, a Washington Corporation, whose address is 1411 E. Mission Avenue, Spokane, WA 99220 (“Avista”), and the **City of Spokane**, a Washington State Municipal Corporation, whose address is 808 W. Spokane Falls Blvd, Spokane, WA 99201 (“City”), the **Spokane Public Library**, a public library operating under Chapter 27.12 RCW, whose address is 906 W. Main Avenue, Spokane, WA 99201 (“Library”) and the **City of Spokane Parks Board**, by and through the City of Spokane Parks and Recreation Division, whose address is 808 W. Spokane Falls Blvd, Spokane, WA 99201 (“Parks”), jointly referred to as “Host.”

WHEREAS, Avista and Host agree to establish sites located on Host’s property for the purpose of installing and providing access to Electric Vehicle Supply Equipment (EVSE), including DC fast charging EVSE, for Host’s patrons and the general public, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, Avista and Host agree as follows:

SECTION 1. DEFINITIONS

“Electric Vehicle” or “EV” means a vehicle that uses at least one method of propulsion that is capable of being reenergized by an external source of electricity, is designed to have the capability to drive at a speed of more than 35 miles per hour, and is licensed to drive on state and federal highways.

“Electric Vehicle Supply Equipment” or “EVSE” means the installed device used to deliver electricity to an Electric Vehicle, meeting industry standards for charger connections, and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory.

SECTION 2. EVSE INSTALLATION AND SIGNAGE

- a. Avista, through Avista’s network of authorized third-party independent contractors and at Avista’s expense, shall provide, install, own, maintain, repair or replace (collectively the “Work”) the EVSEs on property owned by Host (“Sites”), per the Site Listing included with this agreement whereby parties may identify additional Sites by addenda to this Agreement as needed, including exhibits of respective property easements. The charging installations will include the EVSE and associated electric supply panels, meters, electrical conduit, wire, lines, cables and other equipment from the transformer to the EVSEs. Sites are designed to accommodate initial EVSE installation, and future low-cost additional EVSE installation, according to a site plan proposed by Avista and agreed to by Host prior to installation.
 - a. Initial EVSE installation will commence at a date and time to be specified by Avista and agreed to by Host.
 - b. Future additional EVSE installation may commence upon thirty (30) days written notice to Host from Avista.

- b. Avista and Host shall jointly designate the Sites on the Host's property and Host shall grant to Avista the access required to the EVSEs and all associated equipment from the transformer to the EVSEs pursuant to the form of Easement set forth in respective easements as indicated by the Site Listing.
- c. Avista shall clearly indicate on the Site the manner and means whereby a customer utilizing the EVSEs may contact Avista or other third party resources with any and all questions, comments or concerns they may have regarding the installation and operation of the EVSE.
- d. Avista, at its sole expense, shall post signage approved by Host indicating the EVSE parking stalls are available to the public. All other parking stalls not part of this Agreement and located in the vicinity of the EVSE Site shall remain for the exclusive use of Host's customers. Notwithstanding the foregoing, the Parties agree that Avista shall not be liable or found to be in breach of this Agreement if third parties park on Host's property and outside the EVSE parking stalls without the permission or authorization of Host.

SECTION 3. HOST'S EVSE OBLIGATIONS

- a. Host shall comply with all applicable rules and regulations of federal, state and city regulatory agencies relating to the Site where the EVSE is located, including environmental requirements associated therewith.
- b. Host shall maintain the EVSE parking stalls, Host's parking lot, and the area surrounding the EVSE in accordance with its standard property management practices and will promptly notify Avista of any problems related to the EVSE. Host's maintenance responsibilities will include, but not limited to, snow and ice removal from the EVSE parking stalls, and regular garbage removal.

SECTION 4. TERM

This Agreement will be effective on the Effective Date. The term of this Agreement (the "Term") shall commence on the Effective Dates and shall continue until the earlier of (1) the tenth (10th) anniversary of the date the local electrical inspector deems the installation of the EVSE satisfactory and in accordance with all codes; or (2) such time that the EVSE is removed by Avista from the Site; or (3) termination as provided under Section 5 of this Agreement.

SECTION 5. TERMINATION

- a. This Agreement may be terminated by Host only for cause and not for convenience.
- b. Termination of the Agreement by Host for cause shall be made only after one hundred eighty (180) days' notice to Avista of breach of this Agreement and opportunity to cure. If Avista fails to cure the breach within one hundred eighty (180) days of receipt of notice of breach, this Agreement shall terminate.
- c. Avista may terminate for cause which shall be made only after one hundred eighty (180) days' notice to Host of breach of this Agreement and opportunity to cure. If Host fails to cure the breach within one hundred eighty (180) days of receipt of notice of breach, this Agreement shall terminate.
- d. Upon termination, Avista or Avista's authorized third-party independent contractor shall remove and take possession of the EVSE, not including removal of underground conduit and wire back to the source and shall return the site to its original condition.

SECTION 6. TITLE TO EQUIPMENT AND DATA

Avista shall own and maintain title to the EVSE and associated equipment from the transformer to the EVSE at all times. Electricity will be separately metered and billed to Avista, not to the Host. The Hosts shall not make any alterations, changes or modifications to the EVSE. All rights, title and interest in the EVSE data and related information collected from the EVSE shall also immediately vest in Avista.

SECTION 7. INSURANCE COVERAGE

- a. As of the Effective Date of this Agreement, each Party will procure and maintain in good standing for the Term of this Agreement, insurance limits as set forth below for claims against either Party involving bodily injury or property damage which may arise from or in connection with the exercise of the rights and privileges granted under this Agreement. These insurance limits may include a combination of self and commercial insurance, written on an occurrence basis.
- b. Host and Avista shall provide and maintain in full force and effect at no additional cost to either Party for the duration of the Agreement the following coverages: i) Commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent contractors, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$4,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits; and ii) Workers' compensation insurance as specified by state law.
- c. Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a party to this agreement.

SECTION 8. DISCLAIMER OF WARRANTY

AVISTA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. FOR AVOIDANCE OF DOUBT, REPAIR OR REPLACEMENT OF NON-CONFORMITIES SHALL CONSTITUTE AVISTA'S SOLE LIABILITY AND HOST'S EXCLUSIVE REMEDY FOR FAILURE OF AVISTA TO MEET AVISTA'S WARRANTY OBLIGATIONS, WHETHER ANY CLAIMS OF HOST ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

SECTION 9. MISCELLANEOUS PROVISIONS

- a. Compliance with Laws. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including compliance with the Americans with Disabilities Act, as amended if Host is offering the EVSE to the general public.
- b. Assignment. This Agreement shall not be assigned except with the prior written consent of all parties hereto. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties.
- c. Status of Parties. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Avista and Host liable

as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.

- d. Severability. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either party, Avista and Host shall substitute a provision by mutual agreement that preserves the original intent of the parties as closely as possible under applicable law.
- e. Governing Law. This Agreement shall be governed by the laws of the State of Washington. Avista and Host expressly waive their rights to a trial by jury in any action brought hereunder.
- f. Dispute Resolution. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the Services performed pursuant to the Agreement, Host may call the Avista Representative listed in this Agreement during business hours Monday-Friday 8 a.m. to 5 p.m. If further follow-up is required, Host shall provide Avista with written notice explaining the dispute and associated documentation. Avista will consider all disputes and respond within fifteen (15) days of receiving notice of a dispute. In the event Host is dissatisfied with the resolution of the dispute, Host has the right to file an informal or formal complaint with the Washington Utilities and Transportation Commission by contacting the Consumer Affairs section of the Washington Utilities and Transportation Commission at 1-888-333-9882 or complete an online complaint form at www.utc.wa.gov. Avista will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.
- g. Public Communication. Host agrees to cooperate with Avista in maintaining good community relations. Avista will issue all public statements, press releases, and similar publicity concerning the EVSE and the Work (including its progress, completion and characteristics). Host shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Avista.
- h. Non-waiver. Avista's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or Avista's waiver of any breach hereunder shall not thereafter waive any of Avista rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by Avista in writing.
- i. Merger. This Agreement, together with the relevant easements, embodies the entire agreement between Avista and Host. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the parties in writing and signed by their authorized agents.
- j. Consent. Host further acknowledges and agrees that Host is knowingly consenting to and authorizing Avista to release and share Host's information, including name, address and telephone number, charging data, and any technical configuration or electrical usage patterns concerning the Work with Avista's authorized third-party independent contractors, in order for the authorized third-party independent contractors to install and maintain the EVSE.

SECTION 10. NOTICES

Any written notices required or permitted to be given by one Party to the other under this Agreement or by law shall be sufficiently given if delivered in person or sent by certified mail to the following address:

Avista Corporation

Attn: Rendall Farley
1411 East Mission Avenue,
MSC-15
Spokane, Washington 99220
Rendall.farley@avistacorp.com
509-495-2823

Spokane Public Library

Attn: Andrew Chance
906 W Main Avenue
Spokane, WA 99201
achanse@spokanelibrary.org
509-444-5305

City of Spokane

Attn: Scott Simmons

W. 808 Spokane Falls Blvd
Spokane, WA 99201
smsimmons@spokanecity.org
509-625-6584

Parks and Recreation Division

Attn: Garrett Jones
W 808 Spokane Falls Blvd
Spokane, WA 99201
gjones@spokanecity.org
509-363-5462

Either Party may change the above contact information by providing written notice of such change.

IN WITNESS WHEREOF, the parties execute this Agreement by their signature or the signature of their authorized agents as of the date first above written.

Host

Avista

CITY OF SPOKANE

AVISTA CORPORATION

BY: _____

BY: _____

NAME: Nadine Woodward

NAME: Kevin Christie

TITLE: Mayor

TITLE: Executive Vice President

DATE: _____

DATE: _____

Host

Host

SPOKANE PUBLIC LIBRARY

CITY OF SPOKANE PARKS AND RECREATION DIVISION

BY: _____

BY: _____

NAME: Andrew Chance

NAME: Garrett Jones

TITLE: Executive Director

TITLE: Director

DATE: _____

DATE: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

SITE LISTING

for Avista Electric Vehicle DC Fast Charging Installations, Master Site Agreement
Avista Contract No. R-_____

Respective Property Easement documents and exhibits with duly authorized and signed grantors for the Sites are listed below for reference, which may be added over time as agreed to by all authorized parties and subject to this Master Site Agreement.

Site #	Description	Avista Easement Document No.	Parcel #
1	The HIVE		35222.0809
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Land
Committee-
March 3, 2021

Storm cleanup and season preparations

As of 3.2.21 the logs are being picked up



Stumps

Completed:

Downriver Golf Course

Audubon

Underhill

Coeur d'Alene

Starting on Comstock today



Comstock

What is left of small swing set





Comstock

SW backstop



Comstock:

Irrigation is compromised



What is next

- Complete Comstock
 - Stump removal and;
 - back fill of holes into next week
- Complete stump removal at remaining parks
- Backfill holes
- Logging contractors will continue to pick up logs
- In coming weeks irrigation will be charged. Investigation and triage will begin