



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

3:30 p.m. Wednesday, Feb. 01, 2023  
Hybrid in-person and WebEx virtual meeting  
Al Vorderbrueggen – Park Operations Director

**SUMMARY**

**Committee members**

X Greta Gilman – Chair  
X Hannah Kitz (arrived 3:46)  
X Sally Lodato  
X Kevin Brownlee

**Other Park Board members**

X Jennifer Ogden (arrived 3:40)

**Parks staff**

Al Vorderbrueggen  
Carl Strong  
Angel Spell  
Nick Hamad  
Fianna Dickson  
Kris Behr

**SUMMARY**

- The committee passed the following action items which will be presented to the Park Board for consideration and approval:
  - Spokane County interlocal agreement / Make Beacon Hill Public Phase 2 Project (\$300,000 Revenue) – regular agenda
- Nick Hamad provided an update on the official South Hill Dog Park site selection.
- Nick Hamad provided an update on the Downriver Golf Course tree removal project.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. Mar. 01, 2023.

# MINUTES

The meeting was called to order at 3:33 p.m. by committee chair Greta Gilman.

**Public Comments:** None

**Action items:**

1. [Spokane County interlocal agreement / Make Beacon Hill Public Phase 2 Project \(\\$300,000 Revenue\)](#) – Nick Hamad
  - A. To recap, this is an interlocal agreement (ILA) with Spokane City and County Parks, specifically the John H. Shields Park in Beacon Hill with construction beginning 2024. In 2022, the Park Board pursued and is in the process of receiving a Washington Recreation and Conservation Office (RCO) grant with Make Beacon Hill Public Phase 2, pursuant to the tier 1 master plan project. This grant will finance roughly half of the proposed \$2.1 million project. Additionally, the City and County will contribute \$889,000. Phase 1 in 2020 involved the acquisition of approximately \$1 million in land.
  - B. Shields Park (Minnehaha Climbing Rocks) will be used for trail heads. Upgrades include doubling the size and paving the parking area, installation of trail kiosks, and refurbishing restrooms and plumbing. A climbing-themed playground is being proposed to equip beginning climbers. Long-term goals include landscaping and connecting the Minnehaha bike path to Minnehaha Park in Beacon Hill, and a connection to the Centennial Trail at Upriver Drive, allowing a safe crossing point to the park.
  - C. Camp Sekani Park will be used for mountain biking. Upgrades include doubling the size and paving the parking area, trail cameras and power for lighting, relocating the restroom, and regrading and reconstructing the site to improve functionality. Gates may be installed as another layer of safety. A bike path leading to the Centennial Trail is also planned. The committee expressed concern about camera theft/vandalism and overall safety. Jennifer Ogden suggested more visible decoy cameras as a detractor. Nick mentioned there will be a chance for the public to weigh in with any concerns prior to construction.
  - D. The agreement on the table is not for the actual construction, but to make the preparations, including the transfer of \$300,000 in County funds by 3/3/23, enabling the City to contract and manage the project, with a final completion date of 2026. The ownership of the improvements are consistent with the previous ILA, whereas Camp Sekani remain City-owned, and Shields Park improvements are County owned.

**Motion #1** – Greta Gilman moved to recommend – Spokane County interlocal agreement / Make Beacon Hill Public Phase 2 Project (\$300,000 Revenue).

Kevin Brownlee seconded. The motion passed unanimously (4-0 vote).

The committee agreed to present this recommendation as a regular agenda item on the February 9 Park Board meeting agenda.

**Discussion Items:** None

**Standing Reports:**

Nick Hamad provided an update on the official South Hill dog park. More details will be forthcoming. The school district will allow the Friends of the South Hill continued used the unofficial dog park until an acceptable site is secured.

The community has already voiced the need for a seven-plus acre location. City and County officials have evaluated and exhausted every possible location near district 2 and narrowed down the search

to five possible properties. The most desirable location is on a primitive road, requiring extensive and expensive renovation to bring up to modern County standards. The County is also requiring the school district purchase the any county land for transfer to City Parks is a County location is to be used, further increasing the cost of a County owned site. Financial resources are being evaluated and negotiations are under way with Spokane Public Schools, County and City officials as to the feasibility of this undisclosed County location. Once determined if this site is an option, the City and Spokane Public Schools will go back to the public with available options.

The Land Committee would rather not continue to pursue Lincoln Park. Jennifer Ogden proposed a re-evaluation of High Bridge Park, considering the traffic which will be generated by the proposed American Indian Cultural Center (AICC). Nick mentioned staff would certainly re-evaluate this option with the AICC in mind and also reminded the committee that completion of the AICC was still several years in the future and until that time, this park may continue to attract an unsavory element. Additionally, the Park Board is facing a location selection deadline. Kevin Brownlee reminded the committee the Parks Master Plan proposes a regional dog park in each district (up to nine parks) and the Board will be facing opposition the entire way as there is no perfect solution. There must be collaboration from both the public and Parks. Hannah Kitz reiterated this is a South Hill dog park relocation and the site should remain in that district.

Nick also mentioned that the Downriver Golf Course tree removal project is almost complete.

**Adjournment:** The meeting was adjourned at 4:21 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. Mar. 01, 2023.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land		
<b>Committee meeting date</b>	February 1, 2023		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Spokane County Interlocal Agreement / Make Beacon Hill Public Phase 2 Project (\$300,000 revenue)		
<b>Begin/end dates</b>	Begins: 02/09/2023	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b>			
<p>In 2022, Spokane County &amp; Spokane City jointly applied for grant funding to implement the 'Make Beacon Hill Public Phase 2 project'. The City has received a preliminary notice from WA State that the requested project funding will be granted.</p> <p>City Parks shall serve as the lead agency in implementing all aspects of the project, including grant administration, community outreach, design, cultural resources, permitting, purchasing construction management, and communication.</p> <p>In preparing to implement this project, this interlocal agreement is for the purpose of facilitating the transfer of Spokane County's matching project funds from Spokane County to City Parks. The agreement also outlines project roles &amp; responsibilities and future ownership of proposed project improvements.</p>			
<b>Motion wording:</b>			
Motion to approve the interlocal agreement with Spokane County regarding the Make Beacon Hill Public Phase 2 project (\$300,000 revenue)			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company:			
Name: Mary L. Kuney		Email address: pknowles@spokanecounty.org	Phone: (509) 477-2188
<b>Distribution:</b>			
Parks – Accounting		Paul Knowles (pknowles@spokanecounty.org)	
Parks – Sarah Deatrich		Al Vorderbrueggen	
Requester: Nick Hamad			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
\$300,000.00		1950-54920-99999-29170-48082	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<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)	



SEAL:

CONSULTANT:

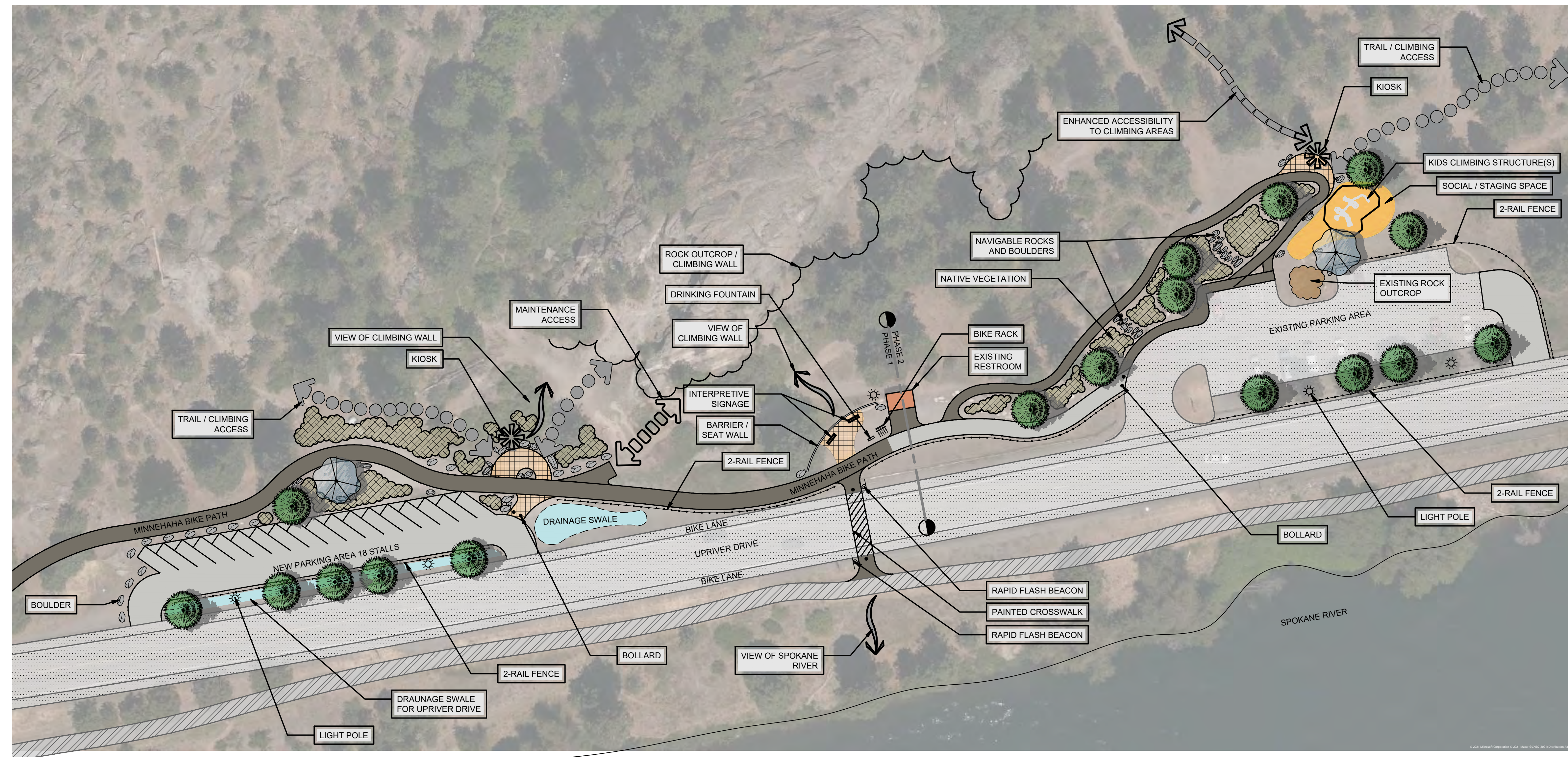
PROJECT NUMBER: 2092  
**JOHN SHIELDS PARK**  
**MASTER PLAN**  
5625 E UPRIVER DR.  
SPOKANE COUNTY, WA 99217

SHEET TITLE:  
**CONCEPTUAL SITE PLAN**  
DRAWN BY: DLT  
CHECKED BY: TCS

Revisions:

SHEET:  
**L-100**  
100% DESIGN DEVELOPMENT  
8/6/2021

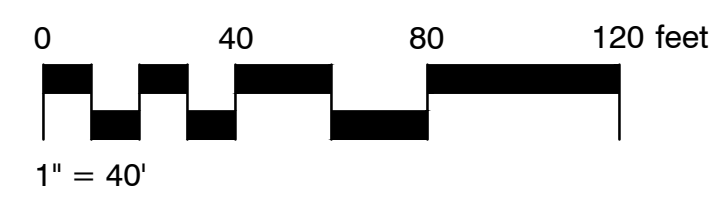
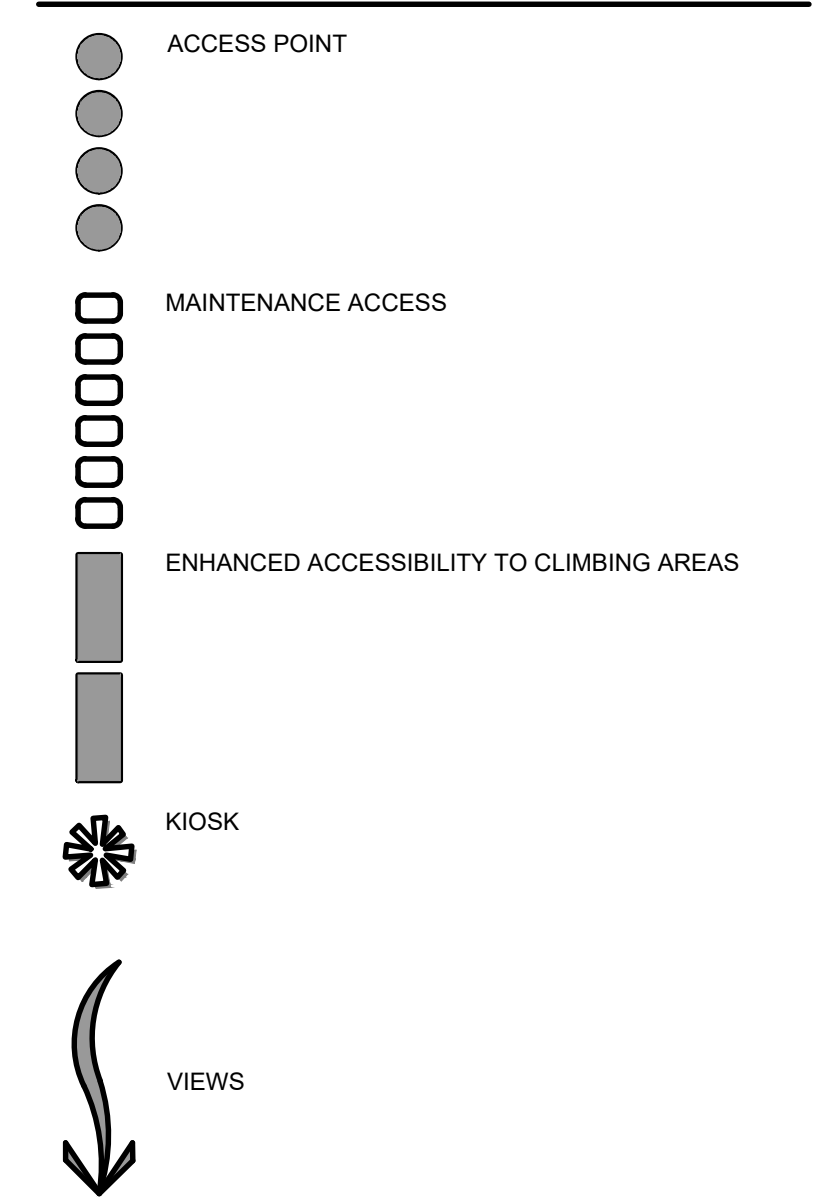
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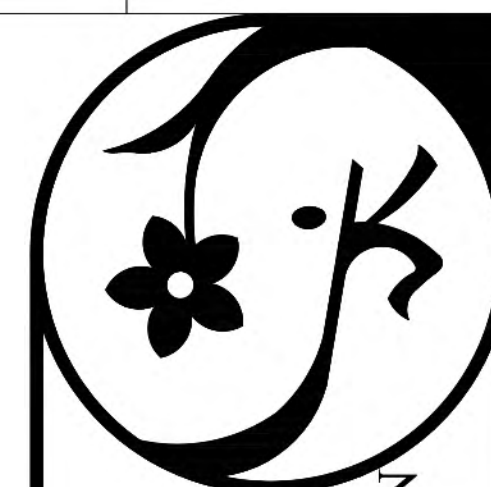


**REFERENCE NOTES SCHEDULE**

SYMBOL	DESCRIPTION	DETAIL
[Pattern]	EXISTING VEHICULAR ASPHALT	
[Pattern]	EXISTING ASPHALT TRAIL	
[Pattern]	EXISTING RESTROOM BUILDING	
[Pattern]	NEW PEDESTRIAN ASPHALT	
[Pattern]	NEW VEHICULAR ASPHALT	
[Pattern]	SPECIALTY PAVING	
[Pattern]	DRAINAGE SWALE	
[Pattern]	SOCIAL / STAGING SPACE	
[Pattern]	EXISTING ROCK OUTCROPPING	
[Pattern]	NATIVE LANDSCAPING	

**CONCEPT GRAPHICS SCHEDULE**





CITY OF SPOKANE  
SPOKANE PARKS & RECREATION

CAMP SEKANI PARK  
CITY OF SPOKANE PARKS  
TRAILHEAD SCHEMATIC

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

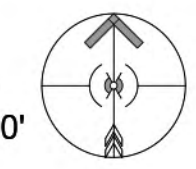
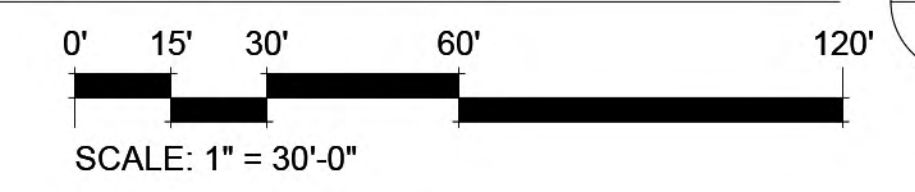
DATE: -  
DRAWN BY: BSE  
CHECKED BY: BSE  
PROJECT NO: -

REVISION	
1	3
2	4

SHEET 1 OF 1  
**L1**  
TRAILHEAD SCHEMATIC



○ PROPOSED TRAILHEAD



INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY  
AND THE CITY OF SPOKANE PARKS & RECREATION DIVISION REGARDING MAKE  
BEACON HILL PUBLIC PHASE 2 PROJECT

**THIS INTERLOCAL AGREEMENT** (the “Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between SPOKANE COUNTY, a political subdivision of the State of Washington, through its Parks, Recreation & Golf Department, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as "County", and CITY OF SPOKANE through its PARKS AND RECREATION DIVISION, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Floor 5, Spokane, WA, 99201, hereinafter referred to as the "City Parks", jointly hereinafter referred to individually as a “Party” or collectively as the "Parties".

**WITNESSETH**

**WHEREAS**, pursuant to the Revised Code of Washington (“RCW”) Chapter 39.34 (Interlocal Cooperation Act) the Parties may contract with each other to perform certain functions which each may legally perform; and

**WHEREAS**, the Board of County Commissioners, pursuant to the provisions of RCW 36.32.120(6), has the care of Spokane County property and the management of Spokane County funds and business; and

**WHEREAS**, the County owns 13.47 acres, Assessor’s Tax Parcel No. 35024.9036, and by Board Resolution No. 2022-0415, executed an Interlocal Agreement with City Parks over the care and operations of 16.48 acres of adjacent City Parks ownership (Tax Parcel No. 35024.0001 and the westernmost 5 acres of tax parcel no. 35013.0201), collectively managed by the County and hereinafter referred to as “John H. Shields Park”, and located at 5625 E. Upriver Drive, Spokane, Washington; and

**WHEREAS**, the City of Spokane Park Board, pursuant to the provisions of City of Spokane Charter Article V, has the exclusive jurisdiction and control over City owned park lands and facilities located within and outside the City of Spokane; and

**WHEREAS**, the City owns and manages Camp Sekani Park, consisting of 240.75 acres, including Assessor’s Tax Parcel Nos. 35011.9001, 35011.9002, 35012.9029, 35012.9022, 35012.9023, 36364.9129, and 36364.9133, located at 6707 E. Upriver Drive, Spokane, Washington; and

**WHEREAS**, the Parties have jointly adopted the 2016 Beacon Hill Trail System Preservation Plan (“Beacon Hill Plan”), prepared by Evergreen East Mountain Bike Alliance, as an advisory guide towards the future preservation, maintenance, acquisitions, and expansion of park facilities in the Beacon Hill area, including John H. Shields and Camp Sekani parks; and



**WHEREAS**, pursuant to the Beacon Hill Plan, County and City Parks partnered and jointly successfully applied for two Washington State Recreation & Conservation Office (“RCO”) grants totaling \$1.5 million in 2020 utilizing Spokane County’s Conservation Futures Funding as matching funds to acquire and preserve 250 acres of privately owned land within Beacon Hill as “Make Beacon Hill Public”; and

**WHEREAS**, after successful completion of the Make Beacon Hill Public project, the Board of County Commissioners & City of Spokane Park Board jointly authorized, by County Res. No. 2022-0506 and City resolution OPR 2022-0309, a County-City Parks joint grant application for an RCO-administered Land and Water Conservation Fund grant, RCO grant number 22-1473D, totaling \$1,060,000 to design, permit, construct, enhance, and expand trailhead parking facilities & associated appurtenances at John H. Shields and Camp Sekani parks, hereinafter referred to as “Make Beacon Hill Public Phase 2”, to enhance and expand access to the Beacon Hill Trail System; and

**WHEREAS**, as a component of said grant application, the County pledged to provide \$300,000 in matching funds (“County’s Match”) towards Make Beacon Hill Public Phase 2, which is identified in 2023 in the six-year Parks Capital Improvement Plan (“CIP”) and was approved in the 2023 Spokane County Capital Budget; and

**WHEREAS**, City Parks pledged \$589,000 in matching funds (“City’s Match”) and as the designated “primary” and “fiscal” sponsor for the Make Beacon Hill Public Phase 2 grant, is desirous of managing and administering the full project budget of \$2,134,000 should said grant application be awarded and funded, and therefore, the County’s Match will be transferred to City Parks to facilitate implementation of the project; and

**WHEREAS**, the Parties are desirous of formally establishing the partnership to pursue and complete Make Beacon Hill Public Phase 2 to enhance and expand trailhead parking facilities and associated appurtenances at John H. Shields and Camp Sekani parks.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the Parties hereto do agree as follows:

## **SECTION 1: PURPOSE**

This Agreement is entered into between the Parties for the purpose of facilitating the transfer and expenditure of the County’s Match to City Parks to design, permit, construct, enhance, and expand trailhead parking facilities envisioned in the Make Beacon Hill Public Phase 2 grant application submitted to the Washington State Recreation & Conservation Office in 2022.

## **SECTION 2: TERM**

This Agreement shall terminate on December 31<sup>st</sup>, 2026, unless terminated earlier as provided for herein. The Parties may extend this Agreement as needed to complete Make Beacon Hill Public Phase 2 through mutual execution of a written amendment thereof.

### **SECTION 3: COUNTY'S MATCH**

The County shall transfer to City Parks the County's Match of \$300,000.00 by no later than March 3<sup>rd</sup>, 2023, to be deposited by City Parks in a budget line created and reserved specifically for the Make Beacon Hill Public Phase 2 project and the improvements identified and described in RCO grant number 22-1473D. Should grant funding not be awarded, City Parks shall refund the County's Match less its share of expenses defined as "Pre-Agreement Eligible Expenses" by RCO. For the purposes of this Agreement, "share" is defined as the County's Match in proportion to the combined total match (\$889,000) being provided by the County and City Parks. The County may request at any time during this Agreement a budget expense report for the project budget.

### **SECTION 4: ROLES AND RESPONSIBILITIES**

For the purposes of creating an efficient, streamlined project implementation, City Parks shall be the lead agency in implementing and completing all aspects of the Make Beacon Hill Public Phase 2 project, including grant administration and closeout, community outreach and engagement, A/E, permitting, cultural resources, purchasing, construction management, and communication. City Parks shall coordinate with the County on all aspects of project implementation as it pertains to John H. Shields Park. Said coordination shall include, but is not limited to planning, design, permitting, budgeting, scheduling, purchasing, coordination with project partners, and project closeout. The County shall not unreasonably deny approvals where required and / or desired.

Ownership of all improvements completed within Camp Sekani Park shall be City Parks Property. Ownership of all improvements completed within both the County owned and City Parks owned portions of John H. Shields Park shall be County Property at the time of installation and remain County property for the duration of the John H. Shields Park interlocal agreement as approved in City OPR 2022-0453 and Spokane County Resolution No. 2022-0415. Pursuant to the interlocal agreement, at the termination of said agreement, ownership of all improvements to the City Parks owned portion of Shields Park shall be transferred or deeded to City Parks

### **SECTION 5: TERMINATION**

City Parks may provide written notice to the County in the event of the County's breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, County shall have sixty (60) days to cure the breach or non-compliance. If the County fails to cure the breach or non-compliance within such time (or as otherwise agreed to or extended), City Parks may terminate this Agreement.

County may provide written notice to City Parks in the event of City Parks' breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, City Parks shall have sixty (60) days to cure the breach or non-compliance. If City Parks fails to cure the breach or non-compliance within such time (or as otherwise agreed to or extended), County may terminate this Agreement.

The Parties may mutually agree to terminate this Agreement upon completion of the Make Beacon Hill Public Phase 2 project.

## **SECTION 6: INDEMNIFICATION**

City Parks shall protect, defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) arising from City Parks' use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by City Parks in or about the City Parks Property. The City Parks will not be required to indemnify, defend, or save harmless the County if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the County, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

To the extent allowed by law, the County agrees to protect, defend, indemnify, and hold harmless City Parks, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property) arising from the County's use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by the County in or about the City Parks Property. The County will not be required to indemnify, defend, or save harmless City Parks if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of City Parks, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The Parties agree that their respective obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of the Parties' employees or agents while performing work authorized under this Agreement. For this purpose, the Parties, by mutual negotiation, hereby waive with respect to the Parties only, any immunity that would otherwise be available to the Parties against such claims under the Industrial Insurance provisions of Chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officers, officials, employees, and agents of City Parks or the County shall be personally liable for any act, or failure to act, in connection with this Agreement, while acting within the scope of their authority.

## **SECTION 7: INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall each maintain in effect, at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount;

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 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 years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance or Risk Pool liability coverage to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of commercial insurance policies or Risk Pool liability coverage documents shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. For purposes of foregoing requirements, the Parties acknowledge that the City of Spokane is self-insured with excess coverage for claims exceeding the City's self-insured retention.

## **SECTION 8: INDEPENDENT CONTRACTOR**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant, or otherwise of the County shall be or shall be deemed to be an employee, agent, servant, or otherwise of City Parks for any purpose, and the employees of the County are not entitled to any of the benefits that City Parks provides for its employees. The County will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract. In the performance of the services herein contemplated the County is an independent contractor with the authority to control and direct the performance and details of the work, City Parks being interested only in the results obtained; however, the work contemplated herein shall meet the approval of City Parks pursuant to the provisions of the Agreement.

No agent, employee, servant, or otherwise of City Parks shall be or shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose, and the employees of City

Parks are not entitled to any of the benefits that the County provides for its employees. The City Parks will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract.

## **SECTION 9: DISPUTE RESOLUTION PROCEDURE**

Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

- Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), designated representatives of each party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one party gives notice to the other by certified mail. Such notice shall identify the dispute or controversy with particularity and state that the party is commencing this Level 1 procedure to resolve the dispute. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.
- Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator to aid the Parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location.
- Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in in the courts of competent jurisdiction within Spokane County, Washington. Each party shall bear its own attorneys' fees and costs of any such litigation.

## **SECTION 10: ASSIGNMENT**

This Agreement shall not be assigned, sublet, pledged, conveyed, sold, sublicensed, transferred, or otherwise disposed of for any reason whatsoever in whole or part.

## **SECTION 11: MODIFICATION**

No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

## **SECTION 12: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

## **SECTION 13: WAIVER**

No officer, employee, agent or otherwise of the County or City Parks has the power, right, or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time full and complete performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of either party to hereafter enforce each and every such provision.

## **SECTION 14: NOTICES**

All notices required or permitted under this Agreement shall be in writing and served upon the Parties in person, by certified U.S. mail (return receipt requested) directed to the mailing addresses set forth below or the mailing addresses designated by a party pursuant to written notice, or by electronic mail to the email address set forth below or the email address designated by a party pursuant to written notice. Any notice so mailed shall be effective three (3) days after mailing. Any notice in person or by electronic mail shall be effective immediately. All changes of address shall be effective upon written notice in the fashion provided by this section. The Parties hereby designate the following individuals to receive notice.

### **For the County:**

Spokane County Parks, Recreation & Golf Department  
C/O Director  
404 North Havana St.  
Spokane, WA 99202  
[dchase@spokanecounty.org](mailto:dchase@spokanecounty.org)

### **With Courtesy Copy**

Spokane County Prosecutor's Office  
ATTN: Civil Division  
1115 West Broadway Avenue  
Spokane, WA 99260

**For City Parks:**

Spokane Parks & Recreation Department  
C/O Director  
808 W. Spokane Falls Blvd., Floor 5  
Spokane, WA 99201  
[gjones@spokanecounty.org](mailto:gjones@spokanecounty.org)

**SECTION 15: ENTIRE AGREEMENT**

This Agreement, including the exhibits, contains all the promises, agreements, conditions, inducements and understandings between the parties relative to the City Parks Parcel; and there are no promises, agreements, conditions, inducements, understandings, warranties or representations, oral or written, expressed or implied, between them other than as set forth herein.

**SECTION 16: SEVERABILITY**

If any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**SECTION 17: ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The County has read and understands this entire Agreement, and now states that no representation, promise, or agreement not expressed in this Agreement has been made to induce him to execute the same.

**SECTION 18: HEADINGS**

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they appertain.

**SECTION 19: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION 20: NON-DISCRIMINATION**

The Parties, their employees, and agents shall not discriminate against any person based on race; religion; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital

status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

#### **SECTION 21: FORCE MAJEURE**

Neither Party shall not be considered in breach or non-compliance by reason of any failure in performance if such failure arises out of causes reasonably beyond that Party's control and without its fault or negligence. Neither Party will be held responsible for delay of failure to perform herein when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, labor disputes, or other circumstances which cannot be forecast or provided against.

#### **SECTION 22: SPECIAL PROVISION**

A Party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

#### **SECTION 23: REMEDIES**

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **SECTION 24: ANTI-KICKBACK**

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

#### **SECTION 25: TIME IS OF THE ESSENCE**

Time is of the essence with respect to each and every provision of this Agreement and attached exhibits.

#### **SECTION 26: RECORDS**

All public records repaired, owned, used or retained by either Party in conjunction with meeting its responsibilities under this Agreement shall be made available to the other Party upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.



## **SECTION 27: NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly any benefit or right, greater than that enjoyed by the general public, to third persons.

## **SECTION 28: COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

## **SECTION 29: EXECUTION AND APPROVAL**

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

## **SECTION 30: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** City Parks shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 5 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

**COUNTY:**

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

**ATTEST:**

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

**CITY PARKS:**

CITY OF SPOKANE PARKS & RECREATION

\_\_\_\_\_  
GARRETT JONES, DIRECTOR

\_\_\_\_\_  
PARK BOARD PRESIDENT

**ATTEST:**

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Assistant City Attorney