



Spokane Park Board

Dec. 10, 2015 – 1:30 p.m.

City Hall, City Council Briefing Center
808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:

- X Chris Wright – President
- X Susan Traver – Vice President
- X Eadie, Leroy
- X Kelley, Ross
- X Van Voorhis, Ken
- X Dunau, Andy (arrived 2:01 p.m.)
- X Selinger, Sam
- X Potratz, Preston
- X Pendergraft, Lauren
- X Sumner, Nick
- X McGregor, Ted
- X Mike Allen – Council Liaison

Parks Staff:

- Jason Conley
- Tony Madunich
- Garrett Jones
- Al Vorderbrueggen
- Angel Spell
- Jeff Bailey
- Sam Song
- Sari Luciano
- Carl Strong

Guest(s):

- Randy Cameron
- Candace Mumm
- Hunt Whaley

MINUTES

1. **Roll Call:** *Pamela Clarke*
See above
2. **Motion No. 1:** *Sam Selinger* motioned to approve the Nov. 12, 2015, Regular Park Board Meeting Minutes and Study Session Notes.

Ken Van Voorhis seconded.
Motion carried unanimously.
3. **Additions or Deletions to the Agenda:**
A. None
4. **Monthly Highlights:**
A. None
5. **Special Guests:**
A. *Randy Cameron* addressed the Park Board, and specifically Councilman Mike Allen. Mr. Cameron thanked the Park Board for their steadfast dedication. He also extended appreciation to Mr. Allen for his unwavering commitment to Parks and Recreation. He highlighted some of the accomplishments Councilman Allen had during his tenure as council liaison on the Park Board.
6. **Motion No. 2:** *Susan Traver* motioned to approve claims for the month of November 2015 in the amount of \$1,089,425.92.

Ross Kelley seconded.
Motion carried unanimously.

7. **Financial Report & Budget Update:** – *Sari Luciano*

A. Ms. Luciano provided the November Financial Report & Budget Update. Parks and Recreation Fund revenue is tracking at 98% of the projected budget. Parks and Recreation expenditures are tracking at 95% of the projected budget. The Golf Fund revenue is tracking at 101% of the projected budget. The Golf Fund expenditures are tracking at 102% of the projected budget.

8. **Special Discussion/Action Items:**

A. Windstorm tree damage report – *Angel Spell and Garrett Jones*

Ms. Spell and Mr. Jones provided a PowerPoint presentation recapping the operational response to the Nov. 17 windstorm. Report highlights included communication activities, response process, phasing operations, action plan, emergency agreements, expenditures and lessons learned from the storm.

9. **Committee Reports – Action Items:**

Golf Committee: (The Dec. 8 meeting was cancelled.) *Preston Potratz*

A. Action Item: None

B. Mr. Potratz reported on the RFP for the new golf pro at Indian Canyon. There are 14 applicants and interviews will be scheduled in the near future.

C. The next scheduled meeting is 8:05 a.m. Jan. 12, 2016, in the City Council Briefing Center.

Land Committee: (The Dec. 2 meeting was cancelled.) *Ken Van Voorhis*

A. Action Item: None

B. The next scheduled meeting is 3 p.m. Jan. 6, 2016, in the City Council Briefing Center Conference Room.

Recreation Committee: Dec. 3, 2015, *Sam Selinger*

A. Action Item: 2016 Contracts for 10 Recreation Centers – Dr. Selinger reported on the 2016 contracts for improvements at 10 recreation centers.

Motion No. 3: Dr. Selinger moved to approve the 2016 Contracts for 10 Recreation Centers in the amount of \$647,773.

Preston Potratz seconded.

Motion passed unanimously.

B. Action Item: Merkel Parking Lot Safety Improvement Contract with Bacon Concrete – Dr. Selinger reviewed the proposed safety improvements to the Merkel Complex parking lot. Carl Strong addressed some of details regarding the lot surface, curbs, speed bumps and wheel stops designed to improve safety. Mr. Wright suggested staff alert the Northwest and Audubon Neighborhood councils as to the changes that will take place.

Motion No. 4: Dr. Selinger moved to approve the Merkel Parking Lot Safety Improvement contract with Bacon Concrete in the amount of \$56,200.

Preston Potratz seconded.

Motion passed unanimously.

C. Dr. Selinger presented the 2015 Aquatics End of the Season Report and announced the

new Activity Guide is now available.

D. The next scheduled meeting is 3 p.m. Jan. 7, 2016, in the City Hall Conference Room 2B.

Riverfront Park Committee: Dec. 7, 2015, *Andy Dunau*

1. A. Action Item: 2016 Riverfront Park Pricing Structure – *Jeff Bailey* reviewed the proposed 2016 Riverfront Park pricing structure which included streamlining the season pass pricing structure, keeping the season pass at the same price as 2015, increasing the IMAX pricing by \$1.50, increasing the Tour Train by 50 cents, and increasing the Ice Palace admission and skate rentals by 50 cents.

Motion No. 5: Mr. Dunau moved to approve the 2016 Riverfront Park Season Pass pricing structure as presented at the RFP Committee meeting with a request for staff to return to the committee with a parking strategy to be added to the season pass pricing structure but will not change the price of the season pass.

Sam Selinger seconded.

Motion passed unanimously.

B. Action Item: Spokane Parks Foundation Fiscal Sponsorship Agreement – *Hunt Whaley* reviewed some minor changes made to the Spokane Parks Foundation Fiscal Sponsorship Agreement which is an addendum to the current MOU with the Foundation. Changes to the agreement include edits to the administrative charges, authorized agent section and termination date, and reduction to the general liability insurance from \$1.5 million to \$1 million.

Motion No. 6: Mr. Dunau moved to approve the Spokane Parks Foundation Fiscal Sponsorship Agreement.

Sam Selinger seconded.

Motion passed unanimously.

C. Mr. Dunau reviewed the 2016 park events and RFP windstorm damages, and provided an update on the RFP Redevelopment Project.

D. The next scheduled meeting is 8:05 a.m. Jan. 11, 2016, in the City Council Briefing Center.

Finance Committee: Dec. 8, 2015, *Susan Traver*

A. Action Item: None

B. Ms. Traver reported the \$191,000 golf settlement, which was approved in March, will be taken out of the Park Fund and not the Golf Fund. She also provided an update on the Information Technology Project Plan. Ms. Traver concluded by announcing the Park Fund received a \$121,000 donation from a Spokane citizen.

C. The next regularly scheduled meeting is 3 p.m. Jan. 12, 2016, in City Hall Conference Room 2B.

Urban Forestry Tree Committee: Dec. 1, 2015, *Lauren Pendergraft*

A. Action Item: None

B. Ms. Pendergraft reported both of the Department of Ecology grant projects at John A. Finch Arboretum have been completed.

C. The next regularly scheduled meeting is 4:15 p.m. Jan. 5, 2016, at the Woodland Center,

Finch Arboretum.

By-Laws Committee: *Ross Kelley*

None

10. **Reports:**

Park Board President: *Chris Wright*

1. Mr. Wright extended deep appreciation to Councilman Mike Allen for his accomplishments and support as city council liaison. Park Board members individually took the opportunity to extend their appreciation to Councilman Allen for his work on the board. Mr. Wright announced Councilwoman Candace Mumm will be the new city council liaison, beginning next month.

Liaison Reports:

1. Conservation Futures Liaison – *Ken Van Voorhis*
None
2. Parks Foundation Liaison – *Susan Traver and Sam Selinger*
Ms. Traver reported on the recent meeting with the Foundation explaining the successful finalization of the Spokane Park Foundation Fiscal Sponsorship Agreement. Dr. Selinger announced the Foundation recently received a \$25,000 donation from Walmart.
3. Council Liaison – *Councilman Mike Allen*
None

Director's Report: *Leroy Eadie*

1. Mr. Eadie reported there was an excellent response to the RFP for professional services at Indian Canyon Municipal Golf Course. He reported there were eight responses on the RFQ for the Loeff Carousal design. Mr. Eadie also reported staff and some board members saw presentations from four marketing firms that are interested in the Park's three-year advertising/marketing contract. A selection is anticipated Dec. 11.

11. **Correspondence:**

A. Letters: None

B. Newsletters:

Corbin Senior Activity Center
Southside Senior & Community Center

12. **Public Comments:** None

13. **Executive Session:** None

14. **Adjournment:** 2:57 p.m.

A. Next Committee meeting dates:

Golf Committee: 8:05 a.m. Jan. 12, 2016, City Council Briefing Center

Land Committee: 3 p.m. Jan. 6, 2016, City Council Briefing Center Conference Room

Recreation Committee: 3 p.m. Jan. 7, 2016, City Hall Conference Room 2B

Riverfront Park Committee: 8:05 a.m. Jan. 11, 2016, City Council Briefing Center

Finance Committee: 3 p.m. Jan. 12, 2016, City Hall Conference Room 2B

Urban Forestry Committee: 4:15 p.m. Jan. 5, 2016, Woodland Center, Finch Arboretum

B. Next Park Board meeting date: 1:30 p.m. Jan. 14, 2016, City Council Chambers

C. Next Park Board Study Session: 3:30 p.m. Jan. 14, 2016, City Hall Conference Room 5A

CITY OF SPOKANE PARK AND RECREATION DEPARTMENT
NOV 2015 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - DEC 10, 2015

PARKS & RECREATION:

SALARIES & WAGES	\$	622,337.04
MAINTENANCE & OPERATIONS	\$	196,939.11
CAPITAL OUTLAY	\$	7,868.00
PARK CUMULATIVE RESERVE FUND	\$	-
CAPTIAL IMPROVEMENTS - 2015 - RFP	\$	33,463.66
CAPITAL IMPROVEMENTS - 2008 - PARK	\$	19,690.86
FINCH ARBORETUM PERPETUAL CARE FUND	\$	-
WEST QUADRANT TIF	\$	-
CDA PARK MASTER PLAN - PLANNING SERVICES	\$	-

GOLF:

SALARIES & WAGES	\$	107,759.50
MAINTENANCE & OPERATIONS	\$	96,768.76
CAPITAL OUTLAY	\$	4,598.99
TOTAL EXPENDITURES:		<u><u>\$ 1,089,425.92</u></u>



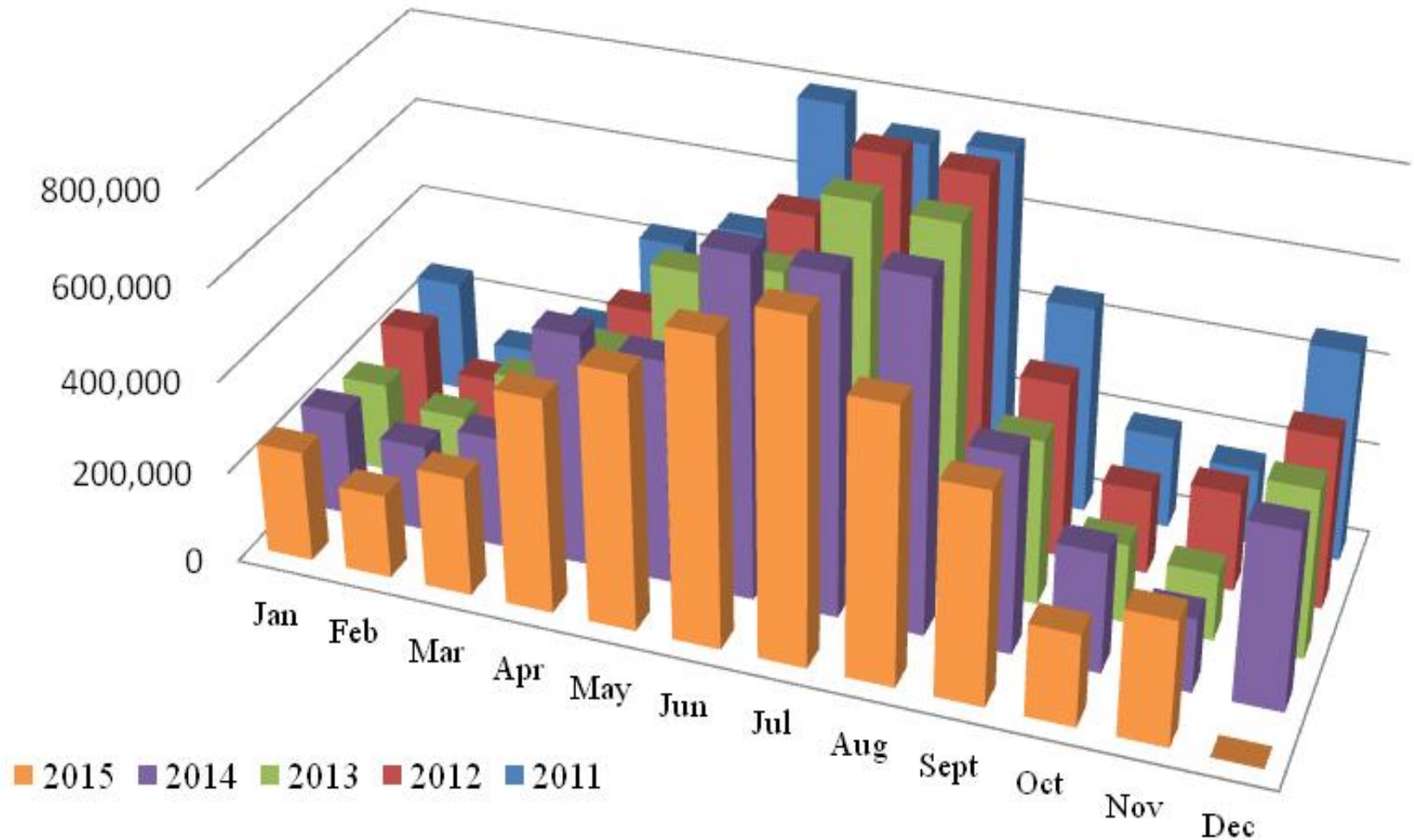
Financial Reports
November, 2015

City of Spokane Parks & Recreation
PARK FUND – Revenues & Expenditures
November 30, 2015 (reported in millions)

As of November (in millions)	2015 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	5.13	4.74	4.62	98%
Transfers In	12.94	11.92	11.94	100%
Funds Available	18.07	16.67	16.56	99%
Expenditures	16.37	14.87	14.10	95%
Transfers Out	0.52	0.52	0.51	98%
Capital Outlay	1.32	0.77	0.59	77%
Wind Storm 2015	0.13	0.00	0.00	0%
NET	-0.27	0.51	1.36	
Beginning Fund Balance	2.55	2.55	2.55	
Ending Fund Balance	2.28	3.06	3.90	

Revenue by Month – Park Fund

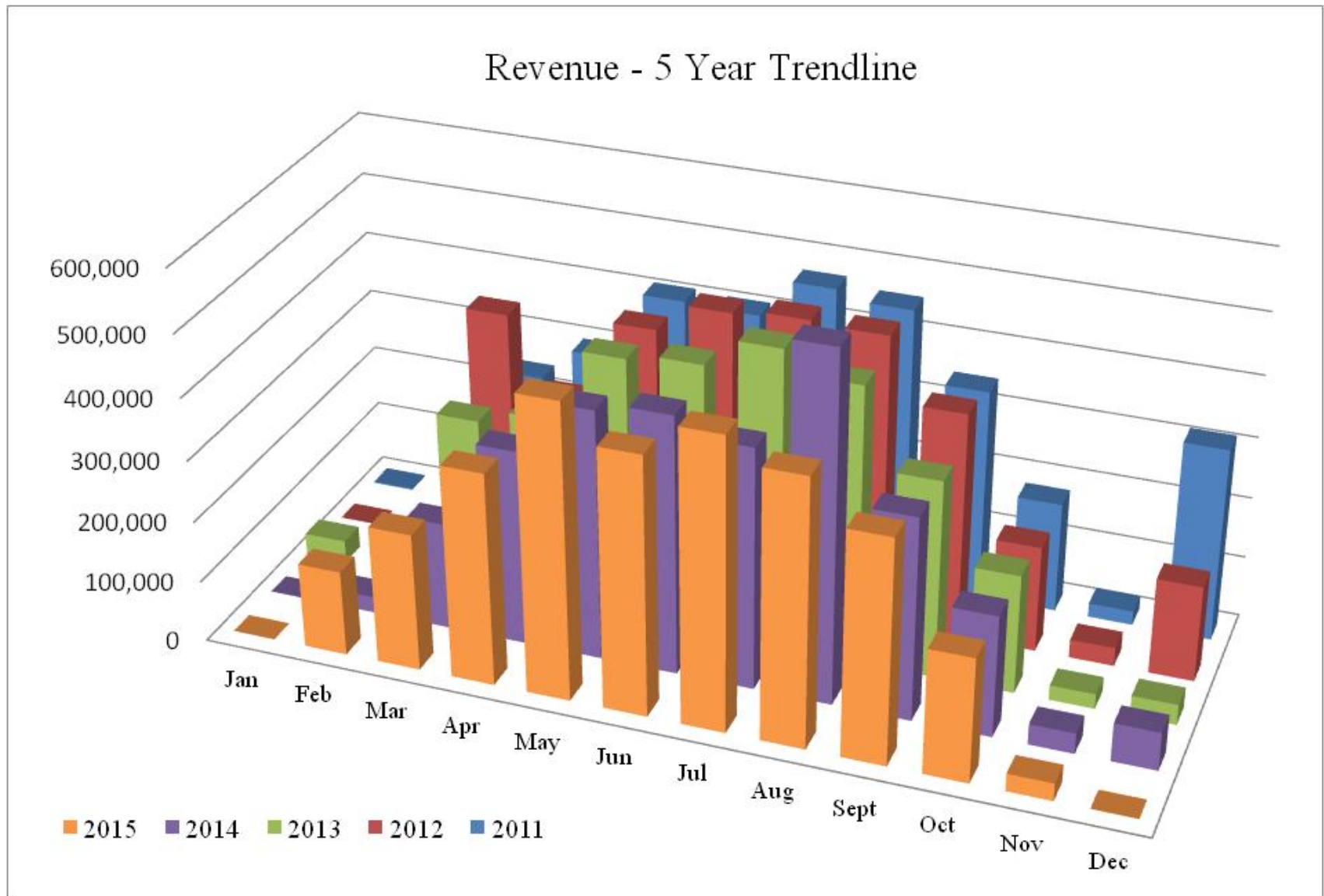
Revenue 5 Year Trendline



City of Spokane Parks & Recreation
GOLF FUND – Revenues & Expenditures
November 30, 2015 (reported in millions)

As of November (in millions)	2015 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.10	3.09	3.10	101%
Transfers In	0.16	0.00	0.14	0%
Funds Available	3.27	3.09	3.24	105%
Expenditures	2.90	2.70	2.76	102%
Transfers Out	0.02	0.02	0.01	55%
Capital Outlay	0.22	0.20	0.10	53%
NET	0.12	0.17	0.37	
Beginning Fund Balance	0.16	0.16	0.16	
Ending Fund Balance	0.29	0.33	0.53	

Revenue by Month – Golf Fund



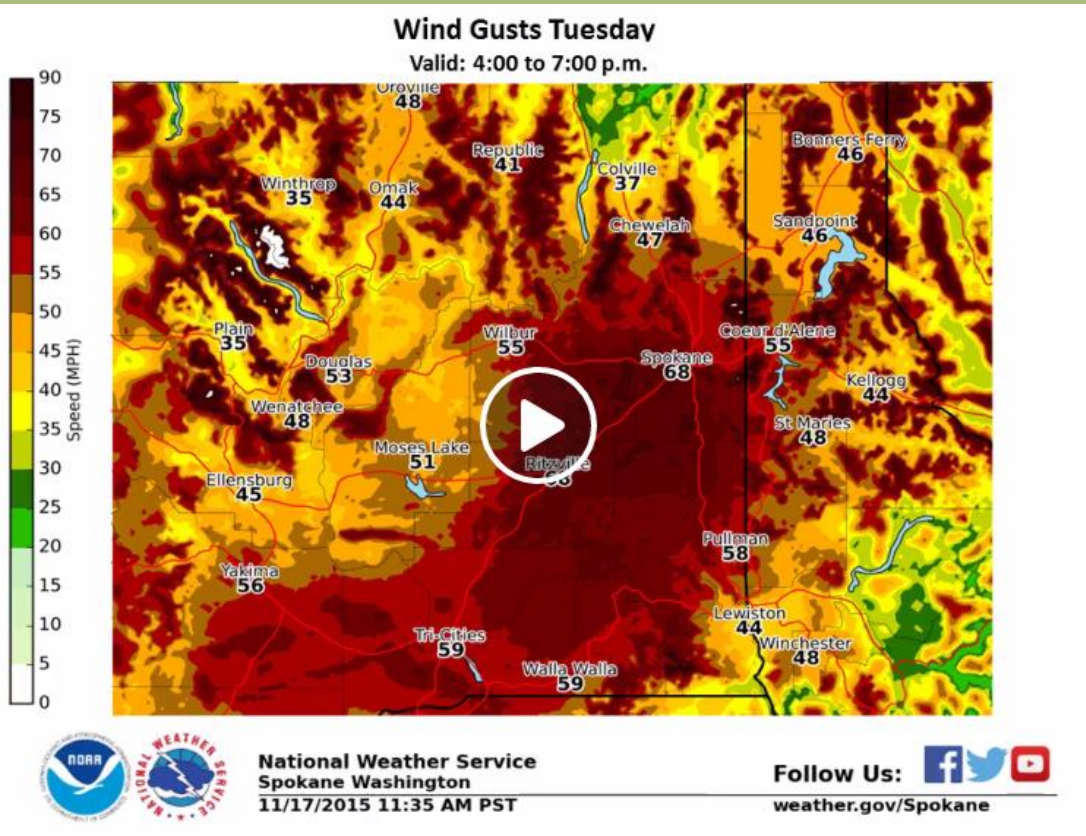
Windstorm Nov 17 2015



Operational Response Parks and Recreation

December 10, 2015

Coordinated Communication



GSEM briefings
Mayor's Cabinet briefings
Parks & Rec Team briefings

City Communications staff
City Street Dept dispatch
Avista

Web & social media
TV & print media

Initial Response - First 5 Days



Call and Response for information

- # of Trees down
- Safety and access issues
- Infrastructure damage

Crews working with Streets Dept

- Public safety and access
- Clearing roads and hazards

Initial Response - First 5 Days



Initial Response - First 5 Days



446 known tree failures

Predominantly mature
Ponderosa pine, & some
spruce and fir

Over 50 properties with
significant impacts. Some of
the hardest hit were:

Byrne Park
Comstock Park
Glass Park
Indian Canyon GC
Manito Park
Riverfront Park
Webster Park

Setting Priorities and Phasing



Phasing Operations:

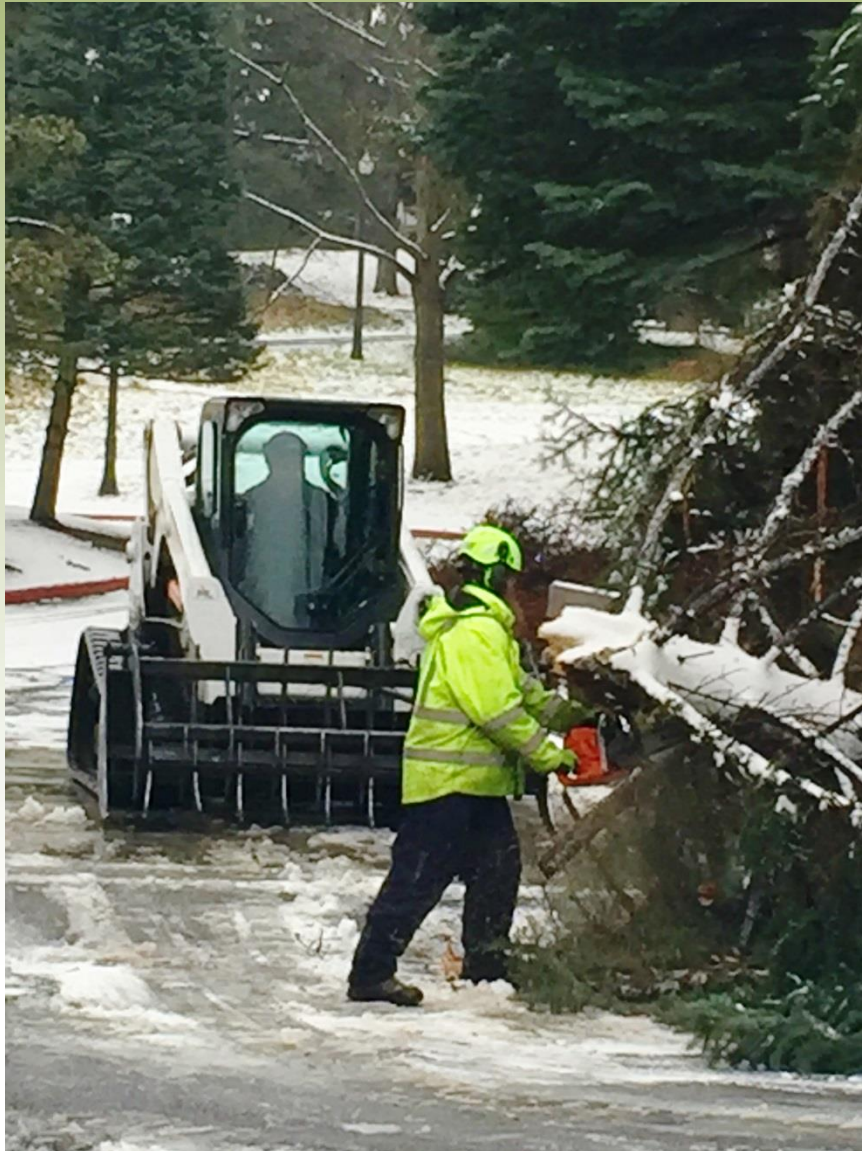
1. Public safety and access
2. Clean-up logs/debris/root balls
3. On-going assessment and documentation of damage
4. Analysis & Planning
5. Repair/Restore/Replace

Priorities driven by volume and complexity of damage:

Byrne Park
Webster Park
Comstock Park
Street Boulevards
Riverfront Park
Glass Park
Manito Park



Action Plan



Park Closures:

Byrne Park
Webster Park
Camp Sekani
All 4 Golf Courses

Urban Forestry crew:

Safety issues
Leaners & hangers
Clearing structures

Operations crew:

Debris removal
Identify UF issues
Assess structure damage

Emergency Agreements

Windstorm November 17 2015 Expenditures & Contracts

Contracts	Contractor	Not to Exceed	Expected Expense
Veg Maint 15-E01	NPHC	\$ 48,000	\$ 48,000
Veg Maint 15-E02	Paul Heindl	\$ 48,000	\$ 30,000
Veg Maint 15-E03	A-1 Stump Removal	\$ 48,000	\$ 45,000
Log Hauling 15-E04	Tiger Trucking	\$ 15,000	\$ 15,000
Log Hauling 15-E05	Ross Creek Logging		
Log Purchase	Boise Cascade		\$ (24,000)
Stump Removal 15-E20	Schimmels	\$ 48,000	\$ 48,000
Stump Removal 15-E21	Sam and Sons	\$ 48,000	\$ 38,000
	Contracts Total:	\$ 255,000	\$ 200,000
Equipment and Supplies			Expected Expense
Misc Tools and Equipment			\$ 8,761
		Total Expected Expense to date:	\$ 208,761
Cost estimates pending for:			
	Staff labor		
	Structural repairs		



Next Steps



Repairs:

Structures
Irrigation systems
Turf and landscape

Tree inventory:

Update data
Analysis of losses
Analysis of failure factors

Plan Development:

Landscape restoration
Replacement plantings
Emergency incident response



Lessons Learned





FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement ("Agreement") is made on this the 1st day of January, 2016 (the "Effective Date"), by and between Spokane Parks Foundation, a Washington nonprofit corporation which is also a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (hereafter referred to as the "Foundation") and the City of Spokane/Parks and Recreation Department, a Washington State municipal corporation (hereafter referred to as the "Sponsored Organization"). Foundation and Sponsored Organization referred to individually hereafter as a "party" and together as the "parties".

Recitals:

1. The Foundation and the Sponsored Organization are parties to that certain Memorandum of Understanding dated August 14, 2014, a copy of which is attached as Exhibit "A" and incorporated herein by reference (the "Memorandum of Understanding").
2. The Memorandum of Understanding contemplates that the Foundation may secure, manage, and invest privately raised funds for the benefit of the Sponsored Organization's parks and park programs.
3. The Sponsored Organization has proposed that the Foundation be the fiscal sponsor of the Sponsored Organization, so that the Sponsored Organization might seek tax deductible grants, contributions, and other receipts and funds for the benefit of the Sponsored Organization's parks and park programs.
4. The Foundation has determined that the purposes of the Sponsored Organization are consistent with the Foundation's mission and are in furtherance of the Foundation's exempt purposes, as well as the goals of the Memorandum of Understanding. The Foundation thus agrees to be the fiscal sponsor of the Sponsored Organization, and the Sponsored Organization accepts such sponsorship, pursuant to the terms of this Agreement.

The Terms of this Agreement are as follows:

1. **Sponsorship: Control.** The Foundation hereby agrees to serve as the fiscal sponsor for the Sponsored Organization, and, as required to maintain its tax-exempt status, agrees to assume administrative and financial responsibility for the Sponsored Organization with respect to tax deductible grants, contributions, and other receipts and funds made to the Foundation for the benefit of the Sponsored Organization's parks and park programs. The Sponsored Organization agrees, at the direction and under the control of the Foundation that it will undertake its fundraising and apply its funds in a manner consistent with: (a) the terms of this Agreement; (b) the tax exempt purposes of the Foundation; (c) the Memorandum of Understanding; and (d) any requirements imposed by donors and funding organizations or grants.

2. Activities of Sponsored Organization. The Sponsored Organization shall not carry on activities or use funds in any way that: (i) jeopardizes the Foundation's tax-exempt status, (ii) which violates any code of conduct, conflict of interest policy, or ethical standards adopted by the Foundation, or (iii) that is inconsistent with the Memorandum of Understanding.
3. Operational Issues; Intellectual Property. The Foundation and the Sponsored Organization agree that the Sponsored Organization shall be solely responsible for its own resource and donor development. However, the Sponsored Organization will submit grant applications and other documents which encourage donations to the Foundation on behalf of the Sponsored Organization to the Foundation for review prior to submission or use. The Sponsored Organization acknowledges that as a product of these submittals, the Foundation may receive information pertaining to contact names, donor lists, or other information related to the Sponsored Organization's activities during the term of this Agreement. Such information shall belong to the Sponsored Organization, but such rights shall not preclude the Foundation from maintaining or hereafter establishing relations with persons or entities who become known to the Foundation as a result of such submissions.

The Sponsored Organization acknowledges and agrees the contact names, donor lists, and other information related to contributions made to and donors of the Foundation independent of the Sponsored Organization are and shall belong to the Foundation, that such information is and shall remain confidential consistent with the policies of the Foundation, and accordingly, the Sponsored Organization shall not have access or availability to such information. However, regarding the aforementioned access or availability to such information, the Foundation acknowledges Sponsored Organization's legal obligations as a Washington State municipal corporation, and warrants Foundation's adherence to this Paragraph 3 and Section 25 (below, subject to this Paragraph 3)) as it pertains to valid Public Records Requests (PRR) under the Public Records Act (PRA). The expectation concerning PRRs is that copies of all pertinent records between Sponsored Organization and Foundation maintained by Sponsored Organization will suffice in complying with most any valid PRR. Accordingly, the Sponsored Organization, at its cost and expense, agrees to create and maintain copies of such records.

Foundation will not be financially obligated to pay for the provision of records per a PRR submitted to Sponsored Organization, all costs and expenses associated with a PRR submitted to the Sponsored Organization shall be the responsibility of the Sponsored Organization, and, without limiting the generality of Paragraph 15, below, the Sponsored Organization agrees to indemnify and hold the Foundation harmless with reference to the same. In the instance of a PRR which includes Foundation records, the Sponsored Organization will inquire with the Foundation if there are other records not in the possession of the Sponsored Organization, and Foundation shall perform a search for possible additional records as they pertain to the subject matter of this Agreement or materials incorporated herein by reference, and, without limiting the generality of the foregoing sentence or Paragraph 15, below, if and to the extent the Foundation incurs costs and expenses to perform and complete such search, the Sponsored Organization shall pay such costs and expenses on behalf of the Foundation or reimburse the Foundation for the same

4. Prohibition on Lobbying and Political Expenditures or Activities. The Sponsored Organization shall not apply, and shall not permit any of its funds to be applied, to

attempt to influence legislation or to participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).

5. Services and Activities Provided by the Foundation. In acting as fiscal sponsor under this Agreement, the services and activities of the Foundation shall include, but not be limited to, the following:
 - (a) Receiving, processing, and managing restricted and unrestricted grants, contributions, and other receipts and funds to the Foundation for the benefit of the Sponsored Organization;
 - (b) Account for and manage ongoing pledges made on behalf of the Sponsored Organization;
 - (c) Work with the Sponsored Organization to facilitate the Sponsored Organization's utilization of contributed funds in a manner consistent with donor intent;
 - (d) Facilitate donor recognition where and when desired by donors in a manner consistent with the Sponsored Organization's naming and recognition policies; and
 - (e) Maintenance of donor information through the Foundation's database to code and identify donors and donor activity specific to the Sponsored Organization.
6. Reporting. At the cost and expense of the Sponsored Organization, the Sponsored Organization shall provide to the Foundation that information and those reports which the Foundation, in its discretion, determines that it needs to satisfy its obligations as Fiscal Sponsor under this Agreement. In addition, the Sponsored Organization will provide all information and prepare all reports, including interim and final reports, required by funding organizations or grants, and shall provide copies of such materials to the Foundation.
7. Sponsorship Account. On behalf of the Sponsored Organization, the Foundation will establish a designated account for the Sponsored Organization (the "Sponsorship Account"), which shall be segregated on the Foundation's books and records. All amounts deposited into the Sponsorship Account will be used in support of the Sponsored Organization, less administrative charges as described below. Funds deposited into the Sponsorship Account shall belong to the Foundation, though dedicated to the Sponsored Organization. As a consequence, the Foundation shall bear the investment losses or enjoy the investment gains attendant to the investment of those Funds.

Only those persons designated by the Sponsorship Organization as Authorized Agent(s) shall have the right to request disbursements from the Sponsorship Account. Such disbursement requests shall be in writing, and shall include such supporting documentation as the Foundation needs in order to conclude that the requested disbursement is consistent with this Agreement. Upon receipt of such request and documentation, the Foundation shall make such disbursements as requested unless the Foundation concludes that the Sponsorship Account lacks the funds with which to make such disbursement, or that such disbursement is contrary to the terms of this Agreement.

8. Notice to parties:

Sponsored Organization:
Director of Spokane Parks, or designee
5th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

Foundation:
Heather Beebe-Stevens
Executive Director
222 W. Mission Ave. #10
Spokane, WA 99201

Authorized Agent. The Sponsored Organization designates the Parks and Recreation Department's Director (currently Leroy Eadie), or designee, and correspondingly designated for the Park Board shall be its President (currently Chris Wright), or designee to act as Authorized Agent(s), through their normal budgetary approval processes.

9. Record Retention. The Foundation and Sponsored Organization will maintain all financial records relating to this Agreement for the term of this Agreement and for seven (7) years thereafter unless legally required to retain such records for some longer period of time. In addition, the Sponsored Organization shall retain all those records described at Paragraph 3, above, for the same duration set forth in the preceding sentence, unless legally required to retain such records for some longer period of time.
10. Publicity of Sponsored Relationship. Subject to donor intent and restriction, the Sponsored Organization will give proper credit to the Foundation in publicity regarding the Foundation's activities and efforts related to grants, contributions, and other funds made to the Foundation for the benefit of the Sponsored Organization's parks and park programs.
11. Administrative Charges. In consideration of the Foundation's agreement to sponsor the Sponsored Organization, the Sponsored Organization shall pay the Foundation five percent (5%) of each contribution to the Foundation directed to the Sponsored Organization. For purposes of the preceding sentence, funds transferred from the Sponsored Organization to the Foundation to be held and administered as described herein shall be deemed to be a contribution to the Foundation directed to the Sponsored Organization. In no event shall the Administrative Charges be less than an amount established from time to time by the Foundation's Board of Directors, currently two hundred dollars (\$200.00) per calendar year (prorated for a partial year). Notwithstanding the foregoing, the administrative charges set forth and described in this Paragraph 11 shall be subject to an increase if and during such times as the Sponsored Organization undertakes a capital campaign or similar project which materially increases the time, resources, and services necessary for the Foundation's fiscal sponsorship under this Agreement. As soon as is reasonably practicable, and in advance of the commencement of such project, the parties shall negotiate in good faith and establish a possible increase to the aforementioned five percent (5%) of each contribution's administrative charge that shall apply to such project. In addition, to the extent the Sponsored Organization undertakes such a capital campaign or similar project to which an increased administrative fee shall apply, the Foundation shall establish a separate account for such project which shall be administered pursuant to Paragraph 7, above.

Notwithstanding any portion of this Agreement to the contrary, if a specific project for which a separate account is established as described in the immediately preceding paragraph is completed, abandoned, or terminated, the Foundation may close such account and, in consultation with the applicable donor or donors but otherwise in the discretion of the Foundation, may apply the funds in such account to the Sponsored Organization's parks or park programs. Similarly, upon termination of this Agreement,

the general Sponsorship Account shall be closed and the Foundation, in its discretion, may apply the funds in such account to the Sponsored Organization's parks or park programs.

12. Term; Termination. This Agreement will commence on the Effective Date and will continue until the current Memorandum of Understanding expires in 2016, and at that time one (1) or both the Memorandum of Understanding and/or this Agreement will be renewed upon mutual agreement of the parties to continue on parallel terms of three (3) years, thus ending in 2019 unless earlier terminated pursuant to the terms hereof.. This Agreement will terminate, automatically, without further action, if any of the following events occur:
 - a. The Foundation requests the Sponsored Organization to cease activities that it deems might jeopardize its tax-exempt status and the Sponsored Organization fails to comply within a period of ten (10) days;
 - b. The Sponsored Organization fails to perform or observe any other covenant of this Agreement, and this failure remains uncured for a period of fifteen (15) days after notice in writing;
 - c. The Sponsored Organization is found to have undertaken any lobbying, attempts to influence legislation, or propaganda, without any obligation on the Foundation to have given notice thereof and with no opportunity to cure;
 - d. The Sponsored Organization has undertaken any act, which in the sole discretion of the board of the Foundation, sheds a negative light on the Foundation, without any obligation to give notice and with no opportunity to cure; or
 - e. Upon expiration of thirty (30) days after either the Sponsored Organization or the Foundation has given written notice of its intent to terminate the Agreement.
13. Responsibilities on Termination, Effect of Termination. If this Agreement is terminated, the Foundation and Sponsored Organization will comply with any termination conditions imposed by funding organizations, donors or grants.
14. Construction; Conflicting Provisions. This Agreement shall be deemed supplemental to, and not an amendment or replacement of, the Memorandum of Understanding except to the extent its terms modify or increase the parties' respective obligations under the Memorandum of Understanding. The parties hereby agree that if and to the extent that any terms of this Agreement and the Memorandum of Understanding conflict, the terms of this Agreement shall control.
15. Indemnification. Each party shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents, and independent contractors. Neither party shall interfere with the day-to-day operations and management of the other party or the other party's staff, employees, officers, agents, and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any acts and omissions of its own staff, employees, officers, agents.
16. Dispute Resolution. If a dispute arises between the parties concerning the provisions of

this Agreement, the dispute shall be submitted to binding arbitration in the following manner: The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator. The other party shall respond with any additional or counter statement of the issue, or issues, to be arbitrated and shall designate the responding party's arbitrator, all within fourteen (14) days after receipt of the initial notice. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator. The arbitrators shall promptly, as the circumstances allow and within a time established by the majority of the arbitrators, conduct a hearing on the issue or issues submitted to them, and shall put their decision in writing, which decision shall be binding upon the parties. A decision by a majority of the arbitrators shall be the decision of the arbitration panel. The arbitrators shall have authority to award costs and reasonable attorney fees to either party in accordance with the merits and good faith of the positions asserted by the parties. In lieu of appointing three arbitrators and in accordance with the foregoing, the parties may, by written agreement, designate a single arbitrator. Except as provided herein the proceedings under arbitration shall be in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration. In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

17. Insurance. The Foundation represents that it and its employees, agents and subcontractors, in connection with the Agreement, are protected against the risk of loss by appropriate insurance coverage for the type of services rendered hereunder. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the Sponsored Organization as Additional Insured.

During the term of the Agreement, the Foundation shall maintain in force at its own expense, the following types and amounts of insurance coverage:

- 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; and
- 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 Foundation's services to be provided under this Agreement; and
18. 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 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. The Foundation agrees to comply with, and to require that all agents, employees and officers comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Foundation.
19. Assignments. The Foundation may not assign, transfer or sublet any part of the work under this Agreement, or assign any monies due, without the written approval of the Sponsored Organization, except as may be required by law.

20. Anti-Kickback. No officer or employee of the Sponsored Organization, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the 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 the Agreement.
21. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws and regulations that apply to the services under this Agreement, and are incorporated herein by reference.
22. Severability. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
23. Modifications. By mutual agreement the parties may modify this Agreement, including that dealing with the services of the Foundation to be provided pursuant to this Agreement. Such modifications shall be in writing executed by both parties.
24. Integration. This Agreement, including any and all exhibits and the related Memorandum of Understanding referred to herein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
25. Exposure to the Public Records Act.
In 1972 the voters in state of Washington adopted Initiative 276, which requires that most records maintained by state, county, city governments, and all special purpose districts be made available to members of the public. Frequent revisions over the past three (3) decades, and recodification into Ch. 42.56 RCW, the statutes are now referred to as the Public Records Act (PRA). The PRA statutes apply equally to "every county, city, town, municipal corporation, quasi-municipal corporation, or special purpose district or any office, department, division, bureau, board, commission, or agency thereof, or other local public agency." RCW 42.56.010(1)
Definition.
The definition of what is a "public record" is broad - RCW 42.56.010(3). The definition of "writing" is also broad - RCW 42.56.010(4). Papers, photos, maps, videos, and electronic records are all covered by the PRA.
Exemptions.
All local government records, including those of the Sponsored Organization are available for review by the public, unless they are specifically exempted or prohibited from disclosure by the state statutes. A listing of the primary exemptions are found at RCW 42.56.230 through RCW 42.56.480. Numerous other exemptions and disclosure prohibitions are sprinkled throughout the state statutes.
Result.
Subject to Paragraph 3, above, because the Sponsored Organization is subject to the PRA, when a valid Public Records Request (PRR) is submitted to the Sponsored Organization, the Foundation shall comply with the Sponsored Organization's obligation to produce applicable records related to the PRR. Subject to Paragraph 3, above, upon notification of a PRR related to the Foundation's relationship with the Sponsored Organization, the Foundation shall produce any and all papers, photos, maps, videos, and electronic records related to the PRR in their possession within the permissible timeframes allotted to the "public record" search.

26. Contributions and Donations Made Directly to the Sponsored Organization. The Sponsored Organization acknowledges and agrees that if and to the extent a donor requests that a contribution, donation, or gift be made directly to the Sponsored Organization and is not to be administered by the Foundation pursuant to this Agreement or otherwise, that the Sponsored Organization shall be solely responsible for the administration of such contribution, donation, or gift, and that the Foundation shall have no responsibilities or obligations with reference to the same, including but not limited to that set forth at Paragraph 5, above. In addition, in advance of any such contribution, donation, or gift to be made directly to the Sponsored Organization, the Sponsored Organization shall advise any such donor that the Sponsored Organization is not a tax exempt organization under the Internal Revenue Code, and that, consequently, any such contribution, donation, or other gift made directly to the Sponsored Organization will not be deductible under the Internal Revenue Code.

FISCAL SPONSOR:

SPOKANE PARKS FOUNDATION, a
Washington non-profit corporation

BY: Heather Seebach

ITS: Executive Director

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT:**

BY: [Signature]

ITS: Patricia Bonas President

Approved as to form:

[Signature]
Assistant City Attorney

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