

### Park Board members:

- X Jennifer Ogden President
- X Bob Anderson Vice President
- X Garrett Jones Secretary
- X Nick Sumner
- X Rick Chase
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling Barb Richey (absent/excused)
- X Lori Kinnear City Council liaison

### Parks staff:

- X Jason Conley
- X Fianna Dickson
- X Jonathan Moog
- X Berry Ellison
- X Jonathan Moog
- X Jo-Lynn Brown
- X Pamela Clarke

### **MINUTES**

1. Roll call: See above

Special Joint Spokane Park Board/ Parks Foundation Board Meeting

> 10:30 a.m. May 11, 2020 WebEx meeting

### **Parks Foundation:**

- X Kevin Hennessey President
- X Amy Lutz Vice president
- X Jill Nellenbach Secretary
- X Marta Tosic-Defenbach Treasurer
- X Kevin Eddy Immediate past president Craig Andersen Ginny Bott Mel Fowler Dana Harbaugh
- X Ted McGregor X Gerry Sperling
- X Marilyn Thordarson

### Parks Foundation staff:

- X Terri Fortner
- X Yvonne Trudeau

- 2. <u>Call to order</u>: *Jennifer Ogden* called the meeting to order at 10:33 a.m. welcoming members of the Park Board and Parks Foundation Board, and staff. She explained there has been overwhelming evidence during this Covid crisis which demonstrates how important Parks are to our community's mental and physical health. She believes these challenges can be viewed as opportunities to make our parks even better. She envisions this as an opportunity for donors to be part of the solution for the community and its citizens.
- 3. **Public comment:** *Jennifer Ogden* asked if any viewers or listening public had public testimony. No one presented comments.

### 4. Additions or deletions to the agenda: None

### 5. Special discussion/action items:

A. Parks and Recreation/Parks Foundation missions – Garrett Jones and Terri Fortner

1) <u>Parks and Recreation mission</u> – Mr. Jones explained the Parks Division's mission is to enhance, maintain, protect and operate a variety of public lands for the purpose of recreation, public enjoyment and quality of life enhancement. Parks also provide

recreation programs across a variety of interests and abilities to improve the physical, mental and emotional health of the community. Parks strives to provide the highest level in customer service and solution-driven outcomes while being collaboration-centered to achieve greater community benefit. During this pandemic, Parks has directed its focus on the safety of the community and staff, asset protection, and maintaining health and sanitation standards.

2) Parks Foundation mission – Terri Fortner explained the Parks Foundation mission is to cultivate the health, growth and continued enjoyment of our communities by inspiring giving and passion for our parks. The foundation's vision is to be the premier foundation to provide resources for vibrant, healthy, accessible recreation programs and parks throughout the region. Values include providing access, advocating and collaborating, raising funds, and knowledge and education.

### A. Park Board/Parks Foundation Campaign and SIP loan agreements -

- Park Board/Parks Foundation Campaign Ms. Fortner shared her thoughts regarding the current campaign asking if the city needs to re-prioritize the campaign projects for Riverfront Park and to look at things just a little bit differently.
- 2) <u>Fundraising opportunities</u> Ms. Ogden opened the discussion noting that the small gift public phase of the campaign hasn't really been initiated. She also explained since there hasn't been an event inviting dog owners to participate in the creation of a dog park, it might be premature to determine a dog park is not popular with the community. Ms. Fortner believes the Foundation has been in a holding pattern on some of the smaller donation opportunities. She said if there are more pressing needs for Riverfront Park, maybe we need to look at how to modify the plan moving forward in the midst of Covid-19. It was noted the pandemic has been the impetus in conducting more activities online and there may be opportunities for the campaign to move forward utilizing these online avenues. There was a suggestion to raise funds utilizing the GoFundMe online fundraiser platform.
- 3) <u>Current agreements</u> At this time, there are three agreements in place, including: 1) Riverfront Park campaign agreement to raise funds to help support the redevelopment of Riverfront Park, adopted November 2017; 2) Parks/Foundation memorandum of understanding relating to the all-inclusive playground involving an SIP loan, adopted November 2019; and 3) Parks/Foundation memorandum of understanding no-cost extension #2, adopted April 2020. *Kevin Eddy* said he believes there are two competing issues at hand and one involves the current contract. He said, he would personally like to reach the \$3 million goal stated in the 2017 agreement, but understands that the fundraising landscape has changed quite a bit since it was adopted. He believes the other issue is the city's hope to address needs at the Pavilion. Mr. Eddy said he thinks the need for an additional fire access at the Pavilion should be the focus at this time. The additional fire lane or fire standpipes will allow the capacity at the Pavilion to increase to 5,100 while meeting Fire Department regulations. The way the current contract is written, those funds are to be steered toward existing projects that were initially identified.
- 4) <u>New agreement</u> Garrett Jones explained staff is working on a new agreement which could replace the three existing agreements. The new umbrella agreement would be based on a strategic plan around the projects requiring fundraising which were part of the initial contract. He doesn't believe the current contract gives proper direction to the Foundation and does not give the opportunity to engage with the Park Board. He believes the new agreement can address these shortfalls. When referring to the SIP loan in the original MOU, Kevin Hennessy said sees the

Foundation's role is to raise funds; not to borrow money to fund projects. He is open to looking at opportunities to move things around and re-prioritize, but not to look at additional fundraising projects, especially in light of the Covid pandemic. Ms. Ogden believes this is a time to ask for public feedback on unfinished projects and on developing priorities. She emphasized it is imperative we understand what the public wants. Ms. Ogden also believes it's important that available unrestricted funds can be used to finish current projects properly. Mr. Eddy said there has been public feedback on projects, including the Expo '74 butterfly, the dog park and interpretive signage. Based on what they heard from the public, there should not to be a mixing of bond dollars and philanthropy funds. For that reason, as a Foundation Board Member, he does not support using philanthropy dollars on the Pavilion project. Mr. Eddy is not personally opposed to using unrestricted dollars on the Pavilion project but would like to see the current Campaign contract edited or terminated to achieve that goal. Ms. Ogden asked other attendees if they recalled the same response from the public. Mr. Hennessey said that is what he recalls and he explained the importance of honoring donor intent. Long-time Foundation Board member Marilyn Thordarson explained donors wanted their contributions to be used on identified campaign projects or other areas not covered by the bond. She said that was the whole reason for the campaign. Mr. Jones suggested if a donor offers unrestricted funds and it's the donor's desire to support a redevelopment project, they should have that option. Sally Lodato said we need to be sensitive to the public's desires and continue to maintain transparency. Fianna Dickson gave an overview of the draft master agreement she has been working on with Jason Conley. This draft is a combined memorandum of understand and fiscal sponsorship agreement. The priorities are to create framework for a joint, two-year vision statement between the two boards focusing on three areas, including capital, programming and scholarships. This agreement would be flexible enough to adapt to change. The boards would meet a minimum of two times per year and memorials would be moved over to the Foundation for oversight. Ted McGregor said in light of the pandemic, we're are seeing the impact of additional use of our parks combined with financial cutbacks. This partnership between Parks and the Foundation is even more critical than ever. He strongly supports an umbrella agreement that can adapt to the community's needs. Lori Kinnear suggested partnering with city Utilities to do an insert in the monthly billing to raise money for a specific project. She also suggested outreaching to Downtown Spokane Partnership, Visit Spokane, Greater Spokane Inc. in the fundraising efforts.

- 5) <u>Funding strategy on current project</u> Mr. Jones explained Parks updated its cash flow analysis and reworked the interest rates which is currently at about 1.1%. He urged the importance of long-term vision and not losing this opportunity to utilize the SIP loan. Mr. Hennessey explained the Foundation does not have the money to fund the Pavilion and the north bank shelter. He added it is not the Foundation's mission to borrow money or take out an SIP loan when they don't know how they can repay it. He said there might be an option if Parks wanted to trade a project, such as the tour train, and apply those dollars to another project, such as the Pavilion. Mr. Fortner said there is \$142,500 available from BNSF. Mr. Jones explained the costs on the Pavilion is estimated at about \$125,000 and the north bank shelter is estimated at \$35,000. There may be an opportunity if BNSF would allow those funds to be used for a different purpose other than a tour train.
- B. <u>Riverfront Campaign projects priority list</u> Ms. Fortner referred to the Riverfront Campaign list of projects approved by the Park Board March 2018. She said the understanding was whatever was in the pot of unrestricted funds would remain there

until all of the campaign projects were finished. She explained that she has been working with Mr. Jones regarding the BNSF funds which were given specifically for the tour train. Public feedback indicates there's a need for people movers, but not necessarily a tour train.

- C. <u>Riverfront Campaign funds</u> An update on the Riverfront Campaign balance was provided for the group. Mr. Eddy believes that the \$500,000 of unrestricted funds may be used in any way the Park Board deems appropriate, if the campaign agreement ends. Mr. Hennessey explained about \$2.6 million has been raised of the original \$3 million goal. The Foundation had planned to begin the public phase of the campaign the end of this summer.
- D. <u>Unrestricted funds</u> *Yvonne Trudeau* reported there is currently \$492,000 in unrestricted fund which is in addition to the \$400,000 payment made a few months ago for the playground construction. There is an additional pledge payment, which is due later this year, in the amount of \$150,000.
- E. <u>Riverfront Park redevelopment construction updates/West Havermale and north bank</u> *Berry Ellison* provided an update on the Riverfront Park redevelopment project.
- 6. **Recommendation**: The group agreed to move forward with the following: 1) create a single, flexible master agreement which will replace the three existing agreements and will call for the Park Board and the Foundation Board to meet regularly; 2) look into opportunity to reprioritize the BNSF gift; 3) seek partnership opportunities with city Utilities billing; and 4) look at opportunities to work with Downtown Spokane Partnership, Visit Spokane, Greater Spokane Inc.
- 7. **Adjournment:** The meeting was adjourned at 11:50 a.m.

Minutes approved by:

Parks and Recreation ector of

**Return to Minutes** 

### AGENDA SHEET FOR PARK BOARD MEETING OF: Nov. 17, 2017

Submitting Division Parks & Recreation	<u>Contact Person</u> Leroy Eadie	Phone No. 625-6204	1	ARK S
Department: Finance	Operations Recreation/G	<b></b>	OPR 201 CLERKS' FILE	7-0872
Committee: Finance	Golf Land Recreation	Riverfront UFTC	RENEWAL CROSS REF	
Type of contract: New	Renewal Amendment	Extension Other	ENG BID	
Beginning date: <u>Nov. 17, 2</u>	2017 Expiration date: Nov. 16, 2	2022 Open ended	REQUISITION	

### AGENDA WORDING:

Approve the Riverfront Park Campaign Agreement between the City of Spokane Parks and Recreation Division, and the Spokane Parks Foundation.

### BACKGROUND:

(Attach additional sheet if necessary)

This agreement concerns the Riverfront Park Campaign to raise funds to help support the redeveloped Riverfront Park.

### **RECOMMENDATION:**

Approve the Riverfront Park Campaign Agreement, as presented.

DEC 0 6 2017

RECEIVED

CITY CLERK'S OFFICE ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

#### SIGNATURES:

Requester - Leroy Eadie	Dept. Manager
Mogal	Pat Dalfa

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

n Qureshi Legal Dept. - Pat Dalton / - 20 17

Fianna Dickson

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant Requester: Leroy Eadie

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

Nov. 17, 2017

	Fiscal Impact	Budget Account
	Expenditure: <u>\$107,480 - due 11/30/2017</u> <u>\$112,500 - due 04/30/2018 7 + be encumbered</u>	1400-30210-76103-54101
	\$112,500 - due 03/31/2019 5 in titure years	1400-30210-76103-54101
	Revenue:	
l		
	Existing vendor If so, pla	ease include vendor packet
ę	Supporting documents:	
[	Quotes/Solicitation (RFP, RFQ, RFB)	W-9 (for new contractors/consultants/vendors) ACH Forms
ſ	Contractor is on the City's A&E Roster City of Spokane	(for new contractors/consultants/vendors) Insurance
Ĩ	Spokane Business registration expiration date: 11/30/201	
ι	IBI 601-844-887	
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	·	

City Clerk's No. 0PR 2017-0872



### <u>City of Spokane</u> Parks and Recreation Division

### RIVERFRONT PARK CAMPAIGN AGREEMENT

THIS CONTRACT is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, a Washington State municipal corporation, as ("City"), and the **SPOKANE PARKS FOUNDATION**, a Washington State nonprofit, tax-exempt corporation, whose address is 222 West Mission Avenue, Suite 10, Spokane, Washington 99201, as ("Parks Foundation"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City desires to solicit Donations to raise funds to help support the newly rebuilt Riverfront Park;

WHEREAS, the City and the Parks Foundation have a 66-year history of cooperation and collaboration on philanthropy programs and projects in support of Spokane Parks; and

WHEREAS, the City and the Parks Foundation desire to enter into an agreement concerning the Riverfront Park Campaign ("Campaign") to raise funds in furtherance of the goal described above:

NOW, THEREFORE, the parties agree as follows:

1. <u>PERFORMANCE</u>. The Parks Foundation will oversee the governance and strategic direction of the Riverfront Park Campaign in collaboration with the City. The Parks Foundation will use its commercially reasonable efforts to raise \$3,000,000 minimum in the Riverfront Park Campaign (the amounts thus raised are referred to as "Donations" and the amount thus held for the use by the City in Riverfront Park as "Donor Designated Funds" in this Agreement). The City will provide to the Parks Foundation a list of projects, programs, and maintenance and operations costs that could be funded by Donor Designated Funds.

2. <u>CONTRACT TERM</u>. The Contract shall begin November \_\_, 2017, and run through November \_\_, 2022, unless terminated sooner.

3. COMPENSATION.

3.1 <u>Payment for Campaign Staff.</u> The City shall pay the Parks Foundation **THREE HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS** (\$332,480.00), including tax, for Campaign staff. The City shall pay such amount as follows:

Due Date for Payment	Payment Amount	
November 30, 2017	\$107,480	
April 30, 2018	\$112,500	
March 31, 2019	\$112,500	

3.2 <u>Payment of Expenses.</u> The City shall reimburse the Parks Foundation for costs

and expenses incurred by the Parks Foundation which are reasonably related to the Campaign, including but not limited to amounts incurred for office supplies, marketing materials, travel video, donor cultivation and recognition, and non-staff and consultant expenses. Such amounts shall not exceed **ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00)** over the term of this contract.

3.3 <u>Payment of Administrative Fee.</u> In addition to the amounts due under Sections 3.1 and 3.2, and consistent with the Fiscal Sponsorship Agreement between the City and the Parks Foundation attached as Exhibit "A," the Foundation will retain five percent (5%) of all Donations as an administrative fee.

4. <u>PAYMENT; NOTICE OF ADMINISTRATIVE FEE RETAINED</u> The Parks Foundation shall send its application for payment for the amounts described in Section 3.2, above, on or before the 15<sup>th</sup> of each month for expenses incurred the preceding month, to Parks and Recreation Division, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Park Foundation's application except as provided by state law. The Parks Foundation shall also advise the City on or before the 15<sup>th</sup> of each month of Donations received during the preceding month and the administrative fees thus earned and retained during such preceding month.

5. <u>PERIODIC PARKS FOUNDATION REPORTING.</u> At least quarterly, the Parks Foundation shall advise the City of the Donor Designated Funds available for use in Riverfront Park, including any expressions of Donor intent which limit the use of any of such Funds. The City and Parks Foundation will jointly identify projects, programs, or any other use of such funds that conform to Donor intent. So long as both the Executive Director of the Parks Foundation, and City Director of Parks and Recreation agree that a project, program, or use conforms to Donor intent, the City shall have the right to select the project, program or use to which such Donor Designation Funds are to be applied. After the project, program or other use of such funds has been determined, the City will invoice the Parks Foundation for a Donor Designated Fund request. The Parks Foundation will pay such invoice via **direct deposit/ACH** within thirty (30) days after receipt of such invoice, except as provided by state law.

6. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.

7. <u>ASSIGNMENTS</u>. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. Nothing in this Section 6 shall prevent the Parks Foundation from engaging a consultant for assistance in the Campaign.

8. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.

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

10. <u>TERMINATION</u>. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Parks Foundation for all work previously authorized and performed prior to the termination date.

11. <u>INSURANCE</u>. During the term of the Agreement, the Parks Foundation shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 provide that the City, its officers and employees are additional insureds, but only with respect to the Park Foundation's services to be provided under this contract;
- C. Umbrella liability insurance coverage, combined with the Parks Foundation's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Parks Foundation or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Parks Foundation shall furnish an acceptable insurance certificate to the City at the time the Parks Foundation returns the signed Agreement.

#### 12. JOINT VENTURE.

The City of Spokane Parks and Recreation Division, and the Spokane Parks Foundation mutually agree the Riverfront Park Capital Campaign is a joint venture and that neither party is indemnifying the other party.

#### 13. DEBARMENT AND SUSPENSION.

The Parks Foundation either has provided or will incident to its execution of this Agreement provide its certification pursuant to the Debarment Form attached as Exhibit "B" that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

14. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

15. <u>STANDARD OF PERFORMANCE</u>. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Parks Foundation shall perform at least as well as would be commercially reasonable under the circumstances and in the context in which such performance is being evaluated.

16. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parks Founda-

tion agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Parks Foundation.

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

18. AUDIT / RECORDS. The Parks Foundation and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Parks Foundation and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

### SPOKANE PARKS FOUNDATION

By Date

Signature

Type or Print Name

Title

Attest:

City Cle

Attachments that are part of this Contract: Exhibit A - Fiscal Sponsorship Agreement Exhibit B – Debarment Form

### **CITY OF SPOKANE PARKS AND RECREATION DIVISION**

By Signature

Print Name

Approved as to form:

Assistant City Attorney



17-132

-20-67

**Return to Minutes** 

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AGENDA SHEE	T FOR PARK BOARD MEETI	NG OF: <u>Nov. 14, 201</u>		PARKS
Submitting Division Parks & Recreation	<u>Contact Person</u> Jason Conley	<u>Phone No.</u> 625-6211		RECREATION
Department: V Finan	nce Operations Recreation/Go	olf Riverfront Park	CLERKS' FILE	OPR 2019-1048
Committee: 🖌 Finan	ce Golf Land Recreation	Riverfront UFTC	RENEWAL CROSS REF	OPP 2017-0872
Type of contract:	New Renewal Amendment	Extension Other	ENG BID	
Beginning date: 11/12	2/2019 Expiration date: <u>12/31/202</u>	4 Open ended	REQUISITION	

### **AGENDA WORDING:**

Spokane Parks Foundation Memorandum of Understanding/Riverfront Park all-inclusive playground RECEIVED funding plan

NOV 18 2019

### BACKGROUND:

CITY CLERK'S OFFICE

(Attach additional sheet if necessary)

Parks partnered with the Parks Foundation to raise additional funds through private donations towards completing the Riverfront Park Master Plan. The foundation has secured a donation to fully fund an inclusive playground on West Havermale. The \$1.3 million donation will be distributed over a 5-year period. To leverage construction in this quadrant of the park, along with mitigating future construction cost escalation, Parks is seeking SIP funds to construct the playground in 2020. An MOU between the Park Board and Park Foundation depicts this funding agreement.

#### **RECOMMENDATION:**

To approve the Spokane Parks Foundation Memorandum of Understanding, as presented, relating to the Riverfront Park all-inclusive playground funding plan.

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

SIGNATURES: Requester - Jason Conley

Dept. Manager

Interim Director of Parks & Rec - Garrett Jones

Parks Accounting - Megan Qureshi

Parks: Accounting

Legal Dept. - Pat Dalton

ed@spokaneparksfoundation.org

Parks: Pamela Clarke **Budget Manager:** 

Requester: Jason Conley

PARK BOARD ACTION:

**DISTRIBUTION:** 

APPROVED BY SPOKANE PARK BOARD

President

Nov. 14, 2019

Fiscal Impact Expenditure: N/A	Budget Account
Revenue:	
	ease include vendor packet
Supporting documents: Quotes/Solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster City of Spokane Spokane Business registration expiration date: UBI: 601-844-887	W-9 (for new contractors/consultants/vendors) ACH Forms (for new contractors/consultants/vendors) Insurance Certificate (minimum \$1 million in General Liability)

## Spokane Park Board Briefing Paper

UBI:

Business license expiration date:



Committee	Finance							
Committee meeting date	Nov. 12, 2019							
Requester	Jason Conley Phone number: 625-6211							
Type of agenda item	O Consent O Discussion O Information O Action							
Type of contract/agreement	New O Renewal/extension O Amendment/change order O Other							
City Clerks file (OPR or policy #)								
Item title: (Use exact language noted on the agenda)	Spokane Parks Foundation Memorandum of Understanding/Riverfront Park all-inclusive playground funding plan							
Begin/end dates	Begins: Nov. 12, 2019 Ends: Dec. 31, 2024 Open ended							
Background/history:								
towards completing the Riverfront Park M inclusive playground on West Havermale designated for the playground, including per year, for a 5-year period. To leverag future construction cost escalation, Parks by utilizing the annual donor funds comm	Parks and Recreation partnered with the Spokane Parks Foundation to raise addition funds through private donations towards completing the Riverfront Park Master Plan. The Parks Foundation has secured a donation to fully fund an inclusive playground on West Havermale Island (near the former YMCA playground.) The \$1.3 million donation is designated for the playground, including an ADA accessible restroom. The donor has committed 20% of the project funds per year, for a 5-year period. To leverage ongoing Bond construction in this quadrant of the park, along with mitigating future construction cost escalation, Parks is seeking SIP funds to construct the playground in 2020. The loan will be repaid by utilizing the annual donor funds committed to the Foundation. An MOU between the Park Board and Park Foundation depicts this funding agreement. The Foundation is contributing \$400,000 in funding, as a down payment to the total project cost.							
<b>Motion wording:</b> To approve the Spokane Parks Foundati all-inclusive playground funding plan.	ion Memorandum of Understanding, as presented, relating to the Riverfront Park							
Approvals/signatures outside Parks: If so, who/what department, agency or c Name: Terri Fortner								
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:	ed@spokaneparksfoundation.org							
Fiscal impact: O Expenditure	○ Revenue							
Amount:	Budget code:							
Vendor: • Existing vendor Supporting documents:	O New vendor							
Quotes/solicitation (RFP, RFQ, RFB)	City of Spokane ACH Forms (for new contractors/consultants/vendors							

Updated: 10/21/2019 3:23 PM

Insurance Certificate (min. \$1 million in General Liability)



### MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPOKANE AND THE SPOKANE PARKS FOUNDATION

**THIS MEMORANDUM OF UNDERSTANDING** is made by and between the City of Spokane Parks and Recreation Division, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (City), and the Spokane Parks Foundation, a Washington State nonprofit, tax exempt corporation located at 222 West Mission, Ste. 240, Spokane, Washington 99201 (Foundation).

WHEREAS, City of Spokane Parks and Recreation Division owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services; and

WHEREAS, the Spokane Parks Foundation wishes to support the City's Parks and Recreation Division's vision and mission and, as an independent tax exempt corporation, has the ability to raise philanthropic dollars for parks throughout Spokane County that can accomplish more than public funding allows; and

WHEREAS, City of Spokane Parks and Recreation Division wishes to take out a Spokane Investment Pool ("SIP") loan to cover the costs of the Shane's Inspiration Inclusive Playground (Playground) beginning in the spring of 2020, before the entire Playground pledge payments have been received, to align with the timing of other West Havermale projects and construction; and

**WHEREAS**, the Playground project includes a two stall ADA accessible restroom facility within the footprint of the Playground design (Exhibit A) and;

WHEREAS, the Foundation wishes to accept the responsibility for collecting private donor pledges at its sole risk and remitting these funds to Spokane Parks and Recreation to cover the SIP loan debt services according to an agreed upon payment schedule; and

**WHEREAS,** the Foundation desires and Parks and Recreation Division have agreed to a SIP loan amount not to exceed \$900,000; and,

**THEREFORE**, based on the foregoing, the parties enter into the following Agreement:

The City agrees to request a loan from the Spokane Investment Pool ("SIP") in the amount of \$900,000, said loan will be the guaranteed funding source to construct the \$1.3 million dollar Playground in 2020. This loan will be requested by Parks and Recreation when needed, but no

later than December 16, 2019.

Interest on the loan begin accruing immediately as funds are withdrawn by the Parks and Recreation Division and will be repaid within a 5-year term, not to extend beyond December 31, 2024. There shall be no penalty for early repayment of said loan.

The Foundation shall receive notice of, review and approve all construction change orders. Any expenditures of the \$250,000 designated as contingency funds (in Exhibit B) will require Foundation approval.

The Foundation will make bi-annual payments to the City, under a payment schedule that begins after the first withdrawal of funds. The payments and payment schedule will be produced by the City (Exhibit B). Payments shall be made by the Foundation, to the City on a mutually agreeable day of the month in May and November of each year.

No later than December 6, 2019, the Foundation will make a \$400,000 down payment to the City utilizing funds received through the Campaign for Riverfront Spokane designated for the Playground. Soon thereafter, the City will request the first loan installment in the amount of \$650,000.

Any future loan draws, not to exceed \$250,000, will be approved by the Foundation.

sterin

CITY OF SPOKANE PARKS AND RECREATION DIVISION

By (Name)

Date

(Title)

Attest:

City Clerk

SPOKANE PARKS FOUNDATION

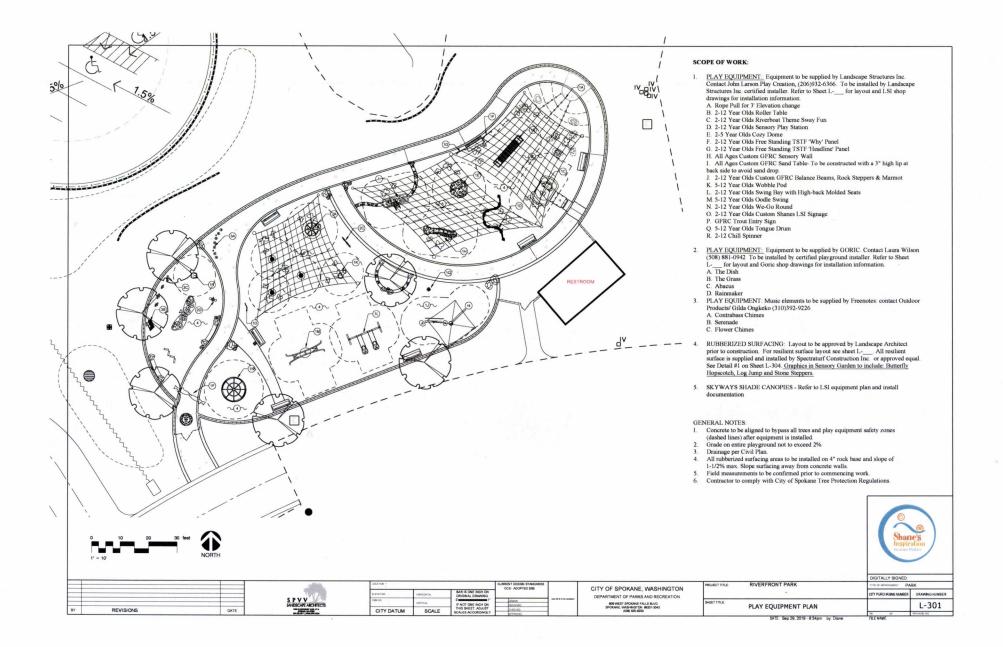
(Name)

(Title)

Approved as to form:

Assistant City Attorney

14 November 19



### Loan Summary Funds Utilized for Expected Playground Expenditures

Loan Amount:	\$650,000.00	Number of Payments:	10
Annual Interest Rate:	2.5000%	Periodic Payment:	\$69,576.21
Loan Date:	12/01/2019	1st Payment Due:	06/01/2020
Payment Frequency:	Semiannually	Last Payment Due:	12/01/2024
Total Interest Due:	\$45,762.08	Total All Payments:	\$695,762.08

### **Payment Schedule**

#/Yea	ar Date	Payment	Interest	Principal	Balance
Loan	: 12/01/2019	0.00	0.00	0.00	650,000.00
1:1	06/01/2020	69,576.21	8,167.44	61,408.77	588,591.23
2:1	12/01/2020	69,576.21	7,395.82	62,180.39	526,410.84
	2020 Totals:	139,152.42	15,563.26	123,589.16	
	Running Totals:	139,152.42	15,563.26	123,589.16	
3:2	06/01/2021	69,576.21	6,614.50	62,961.71	463,449.13
4:2	12/01/2021	69,576.21	5,823.37	63,752.84	399,696.29
	2021 Totals: 🗌	139,152.42	12,437.87	126,714.55	
	Running Totals:	278,304.84	28,001.13	250,303.71	
5:3	06/01/2022	69,576.21	5,022.30	64,553.91	335,142.38
6:3	12/01/2022	69,576.21	4,211.16	65,365. <b>05</b>	269,777.33
	2022 Totals:	139,152.42	9,233.46	129,918.96	
	Running Totals:	417,457.26	37,234.59	380,222.67	
7:4	06/01/2023	69,576.21	3,389.83	66,186.38	203,590.95
8:4	12/01/2023	69,576.21	2,558.18	67,018.03	136,572.92
	2023 Totals:	139,152.42	5,948.01	133,204.41	
	Running Totals:	556,609.68	43,182.60	513,427.08	
9:5	06/01/2024	69,576.21	1,716.08	67,860.13	68,712.79
10:5	12/01/2024	69,576.19	863.40	68,712.79	.00 0.00
	2024 Totals:	139,152.40	2,579.48	136,572.92	
	Running Totals:	695,762.08	45,762.08	650,000.00	

Last payment decreased by \$0.02 due to rounding

Calculation method: Normal, 365 days per year

financial-calculators.com

### Loan Summary Contingency Funds for Playground

Loan Amount:\$250,000.00Annual Interest Rate:2.5000%Loan Date:06/01/2020Payment Frequency:SemiannuallyTotal Interest Due:\$17,600.79	Number of Payments: Periodic Payment: 1st Payment Due: Last Payment Due: Total All Payments:	10 \$26,760.08 12/01/2020 06/01/2025 \$267,600.79
--	--	---

### **Payment Schedule**

#/Ye	ar Date	Payment	Interest	Principal	Balance
Loan	n: 06/01/2020	0.00	0.00	0.00	250,000.00
1:1	12/01/2020	26,760.08	3,141.32	23,618.76	226,381.24
	2020 Totals:	26,760.08	3,141.32	23,618.76	
	Running Totals:	26,760.08	3,141.32	23,618.76	
2:1	06/01/2021	26,760.08	2,844.54	23,915.54	202,465.70
3:2	12/01/2021	26,760.08	2,544.04	24,216.04	178,249.66
	2021 Totals: —	53,520.16	5,388.58	48,131.58	
	Running Totals:	80,280.24	8,529.90	71,750.34	
4:2	06/01/2022	26,760.08	2,239.76	24,520.32	153,729.34
5:3	12/01/2022	26,760.08	1,931.65	24,828.43	128,900.91
	2022 Totals:	53,520.16	4,171.41	49,348.75	,
	Running Totals:	133,800.40	12,701.31	121,099.09	
6:3	06/01/2023	26,760.08	1,619.68	25,140.40	103,760.51
7:4	12/01/2023	26,760.08	1,303.78	25,456.30	78,304.21
	2023 Totals:	53,520.16	2,923.46	50,596.70	
	Running Totals:	187,320.56	15,624.77	171,695.79	
8:4	06/01/2024	26,760.08	983.91	25,776.17	52,528.04
9:5	12/01/2024	26,760.0 <b>8</b>	660.03	26,100.05	26,427.99
	2024 Totals:	53,520.16	1,643.94	51,876.22	
	Running Totals:	240,840.72	17,268.71	223,572.01	
10:5	06/01/2025	26,760.07	332.08	26,427.99	0.00
	2025 Totals:	26,760.07	332.08	26,427.99	
	Running Totals:	267,600.79	17,600.79	250,000.00	

Last payment decreased by \$0.01 due to rounding

Calculation method: Normal, 365 days per year

financial-calculators.com

Playground Development	SIP	Loan//		Annual	Se	mi-Annual			F	Rate Calc	1	0/3/2019	interpolated	add 75 bp's
	Assi	umed Rate				2.43%			5-yr	treasury		1.68%		2.43%
	Peri	iods		5		10								
					-									
	See.	2019	9,40	2020			12	telle series				Capital		
Department Capital:		0.750.57												
Park Foundation	\$	650,000	\$	250,000			\$				\$	900,000		*
Available Funding	\$	-	\$	-	\$	-	\$			!	\$	-		
Total to be Financed	\$	650,000	\$	250,000	\$		\$				\$	900,000		
		1		2		3		4		5		6	7	8
Debt Service:		2020		2021		2022		2023		2024		2025	2026	2027
2019 Borrowings	\$	138,837	\$	138,837	\$	138,837	\$	138,837	\$	138,837		LULU	2020	2027
2020 Borrowings	\$	53,399	\$	53,399	\$	53,399	\$	53,399	\$	53,399			1	
					\$	-	\$	-	\$	-	\$	-		
							\$	-	\$	-	\$	-		
										5.1				
	\$	192,236	\$	192,236	\$	192,236	\$	192,236	\$	192,236	\$	-	\$ -	\$-

Ret	urn	to	Mi	inu	tes
1.00		LO.		III G	

AGENDA SHEET	FOR PARK BOARD MEETIN	IG OF: April 9, 2020	-(ZN)	PARKS
Submitting Division Parks & Recreation	<u>Contact Person</u> Jason Conley	<u>Phone No.</u> 625-6211	dD #	RECREATION
	Operations Recreation/Golf		CLERKS' FILE RENEWAL	OPR 2014-0597
Committee: Finance	Golf Land Recreation	Riverfront UFTC	CROSS REF	
Type of contract: New	Renewal Amendment	Extension Other	ENG BID	
Beginning date: May 1, 2	020 Expiration date: Oct. 31, 202	20 Open ended	REQUISITION	
AGENDA WORDING:				

Spokane Parks Foundation memorandum of understanding no-cost extension #2

# RECEIVED

CITY CLERK'S OFFICE

### BACKGROUND:

(Attach additional sheet if necessary) In December of 2019, the Park Board authorized a four-month memorandum of understanding, towards extending the existing MOU with the Spokane Parks Foundation. Due to Covid-19, a new MOU has not been finalized between parties. This second no-cost extension will allow additional time for a new MOU to be finalized an approved by both respective Boards and allows the Spokane Parks Foundation to continue to support the City Park and Recreation Division's vision and mission as an independent tax exempt corporation to provide additional funding sources for select programs and projects. **RECOMMENDATION**:

To recommend the Park Board approve the memorandum of understanding no-cost extension #2 with the Spokane Parks Foundation, as presented

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

SIGNATURES: Requester - Jason Conley Dept. Manager Director of Parks & Recreation - Garrett Jones an Qureshi MPC Legal Dept. - Pat Dalton Parks Accounting - Megan Qureshi Terri@spokaneparksfoundation.org **DISTRIBUTION:** Parks: Accounting Parks: Pamela Clarke **Budget Manager: Requester: Jason Conley** PARK BOARD ACTION: APPROVED BY SPOKANE PARK BOARD President - Jennifer Ogden April 9, 2020

## Spokane Park Board Briefing Paper



Committee	Finance					
Committee meeting date	April 7, 2020					
Requester	Jason Conley		Phone number: 625-62	1		
Type of agenda item	Consent	O Discussion	O Information	O Action		
Type of contract/agreement	O New 💿	Renewal/extension	O Amendment/change order	O Other		
City Clerks file (OPR or policy #)	OPR 2014-059	)7				
Item title: (Use exact language noted on the agenda)	Spokane Parks Foundation memorandum of understanding no-cost extension #2					
Begin/end dates	Begins: May 1	, 2020 End	s: October 31, 2020	Open ended		
<b>Background/history:</b> In December of 2019, the Park Board authorized a four-month memorandum of understanding, towards extending the existing MOU with the Spokane Parks Foundation. Due to Covid-19, a new MOU has not been finalized between parties. This second no-cost extension will allow additional time for a new MOU to be finalized an approved by both respective Boards and allows the Spokane Parks Foundation to continue to support the City Park and Recreation Division's vision and mission as an independent tax exempt corporation to provide additional funding sources for select programs and projects.						
Motion wording: To recommend the Park Board approve t Foundation, as presented Approvals/signatures outside Parks:	he memorandur	n of understanding no	o-cost extension #2 with the Spo	kane Parks		
If so, who/what department, agency or co			on			
Name: Terri Fortner	Email addres	s: Terri@spokanepa	rksfoundation.org Phone: 509 32	26-5233		
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:		Terri@spoka jkconley@sp	neparksfoundation.org okanecity.org			
Fiscal impact: O Expenditure O Revenue Amount: Budget code: Budget Neutral						
Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp		W-9 (for ne ACH Forms	ew contractors/consultants/vendors (for new contractors/consultants/v Certificate (min. \$1 million in Genera	endors		

### Spokane Park Board Briefing Paper



Committee	Finance					
Committee meeting date	December 10, 2019					
Requester	Jason Conley Phone number: 625-6211					
Type of agenda item	Consent O Discussion O Information O Action					
Type of contract/agreement	O New O Renewal/extension O Amendment/change order O Other					
City Clerks file (OPR or policy #)	OPR 2014-0597					
Item title: (Use exact language noted on the agenda)	Spokane Parks Foundation Memoradum of Understanding-no cost extension					
Begin/end dates	Begins: 1/01/2020 Ends: 4/30/2020 Open ended					
<b>Background/history:</b> The existing MOU between Spokane Parks and Recreation and the Spokane Parks Foundation expires December 31, 2019. It is the desire of both parties to update a new agreement to better reflect the current relationship, party responsibilities, and expectations. To allow adequate time for a new agreement to be developed, both parties desire to extend the existing MOU for a period of time not to exceed (4) months (January 1, 2020-April 30, 2020). This is a no-cost extension, and allows the Spokane Parks Foundation to continue to support the City Park and Recreation Division's vision and mission as an independent tax exempt corporation to provide additional funding sources for select programs and projects.						
Motion wording: Move to approve a no-cost extension of the existing MOU with the Spokane Parks Foundation for a time not to exceed April 30, 2020.						
Approvals/signatures outside Parks:	• Yes No					
If so, who/what department, agency or co						
Name: Terri Fortner	Email address: Terri@spokaneparksfoundation.org Phone: 509 326 5233					
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:	jkconley@spokanecity.org					
Fiscal impact: O Expenditure	O Revenue					
Amount: Budget code: Budget Neutral						
Vendor: • Existing vendor	O New vendor					
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBL: Business license exp						

City Clerk's No. OPR 2014-0597



### <u>City of Spokane</u> Parks and Recreation Division

### NO-COST EXTENSION TO MEMORANDUM OF UNDERSTANDING WITH SPOKANE PARKS FOUNDATION

This MOU Extension is made and entered into by and between the CITY OF **SPOKANE PARKS AND RECREATION DIVISION** as ("City"), a Washington municipal corporation, and the **SPOKANE PARKS FOUNDATION**, a Washington State nonprofit, tax exempt corporation, located at 222 West Mission, Ste. 240, Spokane, Washington 99201 (Foundation), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a MOU wherein the Spokane Parks Foundation agreed to support the City Parks and Recreation Division's vision and mission and, as an independent tax exempt corporation, has the opportunity to accomplish more than public funding allows; and

WHEREAS, additional time is required, and thus the time for performance needs to be formally extended by this written document; and

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

### 1. CONTRACT DOCUMENTS.

The Contract, dated August 20, 2014, and August 26, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

### 2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 1, 2020.

### 3. EXTENSION.

The contract documents are hereby extended and shall run through October 31, 2020.

### 4. COMPENSATION.

There is no additional cost associated with this Extension, therefore, it will be considered a "no-cost Contract Extension".

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

### **SPOKANE PARKS FOUNDATION**

By Juni Artur 13 April 20 Signature Date

EREI FORTNER

Type or Print Name

Executive Africa

**CITY OF SPOKANE** PARKS AND RECREATION DIVISION

1/21/20 By Signature Date

Forrett Jones Type or Print Name

Attest:

en 24

City Clerk

Approved as to form:

Assistant City Attorney

20-059



### **Riverfront Park Capital Campaign Project List**

(as approved by the Spokane Park Board March 22, 2018)

Tier One Projects - \$3 million (Primary focus)

South Butterfly Playground on West Havermale Island Interpretive signage Signature basketball court(s) Dog Park Tour Train Tier Two Projects (Donors not interested in Tier One)

Art installation Blue Bridge restoration Red Wagon meadow boardwalk North Bank river overlook Forestry Shelter Post Street Sentinel picnic shelter North Sentinel picnic shelter **Recognition Opportunities** 

(Projects less than \$50,000)

Looff Carrousel animals Promenade walkway pavers Art signs

### Campaign Fund Balances as of 4/27/2020

Butterfly	\$ 7,319.25
Dog Park	\$ 6,417.25
Future Fund	\$ 20,425.00
Playground	\$ (75,326.75)
Promenade	\$ 19,000.00
Tour Train	\$ 142,500.00
Unrestricted Total Available Unrestricted gifts \$490,980.80	\$ 492,428.23

0111estricteu yijts \$490,980.80
Charms \$225.19
Benches \$38,669.09
Carrousel \$31,229.90
Pavers \$6650.00
Total unrestricted = \$567,754.98
Less \$75,326.75 owed to playground fund
Total available unrestricted = \$492,428.23

Future Pledge Payments	2020	2021	2022	2023
Total pledges:	\$ 155,725.00	\$ 252,706.00	\$ 250,000.00	\$ 250,000.00
Less 5%	\$ (7,786.25)	\$ (12,635.30)	\$ (12,500.00)	\$ (12,500.00)
Total future amounts available	\$ 147,938.75	\$ 240,070.70	\$ 237,500.00	\$ 237,500.00

### Other RFP funds available:

Riverfront Park unrestricted	\$ 3,546.00
RFP M&O	\$ 7,068.00
REI Trail Work	\$ 1,353.00