



Spokane Park Board

3:30 p.m. April 8, 2021

WebEx virtual meeting

Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
 - Nick Sumner (Absent/excused)
- X Rick Chase (Arrived: 3:40 p.m.)
- X Greta Gilman
- X Sally Lodato (Arrived: 3:44 p.m.)
- X Gerry Sperling
- X Barb Richey (Arrived: 3:34 p.m.)
- X Hannah Kitz (Left: 4:31 p.m.)
- X Kevin Brownlee
- X Michael Cathcart – City Council liaison

Parks Staff:

- Jason Conley
- Mark Buening
- Fianna Dickson
- Nick Hamad
- Mark Poirier
- Al Vorderbrueggen
- Jonathan Moog
- Pamela Clarke

Guests:

- Kelly Brown
- Terri Fortner
- Shae Blackwell

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** See above
2. **Additions or deletions to the agenda**
 - A. None
3. **Public comment**
 - A. None
4. **Consent agenda:**
 - A. Administrative/committee-level items:
 - 1) [March 11, 2021, regular Park Board meeting minutes](#)
 - 2) [March 18, 2021, special Park Board meeting minutes](#)
 - 3) [March 29, 2021, Park Board study session notes](#)
 - 4) [Claims – March 2021 \(\\$1,625,665.23\)](#)
 - 5) [KPFF Consulting Engineers contract amendment #1 for engineering services/Riverfront Park north suspension bridge \(\\$82,168, no tax\)](#)

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #5 as presented.

Bob Andersen seconded.

Motion passed with unanimous consent (7-0 vote).

Barb Richey joined the meeting at 3:34 p.m.

5. **Special guest**
 - A. [The Friends of Manito update](#) – Kelly Brown, president of The Friends of Manito, presented

a recap of 2020 projects and events, current projects, recent organizational changes and 2021 goals. Jennifer Ogden thanked Ms. Brown for the presentation and explained The Friends of Manito is a model for a successful friends group. The Park Board would like to collaborate with their group as the newly formed Development and Volunteer Committee begins recruiting new friends groups in Spokane. Garrett Jones provided a brief update on the bronze swan sculpture by Spokane artist Vincent De Felice. The art piece will be installed next to Mirror Pond in Manito Park. Mr. Jones report the site plan is complete, the concrete contractor is in place, the artwork has been fabricated and installation is scheduled by the end of May.

Rick Chase joined the meeting at 3:40 p.m.

Sally Lodato joined the meeting at 3:45 p.m.

6. **Financial report and budget update** – Mark Buening provided the [March financial report and budget update](#). Operating expenditures for the Park Fund are less than the historic budget average by almost \$584,000. Year-to-date revenues are about \$439,000 less than the historic budget average. Operating expenditures are approximately \$1.64 million less than actual revenues. Operating expenditures for the Golf Fund are about \$20,000 more than the budget average. Year-to-date revenues are exceeding the budget average by about \$199,000. YTD revenues are about \$203,000 more than the expenditures. The \$68.4 million Riverfront Park redevelopment budget has a remaining fund balance of approximately \$676,000.

7. **Special discussion/action items:**

A. None

8. **Committee reports:**

Urban Forestry Tree Committee: (The March 30 meeting was canceled.) Rick Chase

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. May 4, 2021, via WebEx.

Golf Committee: (The April 6 meeting was canceled.) Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. May 11, 2021, via WebEx.

Land Committee: (The March 31 meeting was canceled.) Greta Gilman

A. Action items: None

B. The next scheduled meeting is 4 p.m. May 5, 2021, via WebEx.

Recreation Committee: (The March 31 meeting was canceled.) Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. May 5, 2021, via WebEx.

Riverfront Park Committee: (The April 5 meeting was canceled.) Nick Sumner

A. Action items: None

B. The next scheduled meeting is 4 p.m. May 10, 2021, via WebEx.

Finance Committee: April 6, 2021, Bob Anderson

A. [Spokane Parks Foundation memorandum of understanding](#) – Fianna Dickson presented background and overview on a proposed memorandum of understanding with the Parks Foundation. This MOU combines elements from two expired Parks/Parks Foundation agreements and combines them into one document. The term of this new MOU expires Dec. 31, 2025.

Motion No. 2: Bob Anderson moved to approve the Spokane Parks Foundation memorandum of understanding, as presented.

Barb Richey seconded.

Motion passed with unanimous consent (9-0 vote).

B. [Garco Construction, Inc., renovation construction contract/Riverfront Park north suspension bridge \(\\$2,129,949, tax inclusive\)](#) – Nick Hamad presented a proposed renovation construction contract with Garco Construction for work on Riverfront Park's north suspension bridge in the amount of \$2,129,949, tax inclusive. He provided a [project overview, funding and cost breakdown](#), and [construction timeline](#). The bridge is expected to be completed December 2021. Improvements include bridge concrete deck replacement, steel framing repairs, historically compliant railing modifications, drainage improvements, lighting upgrades and concrete vault lid replacement.

Motion No. 3: Bob Anderson moved to approve the Garco Construction contract for renovation construction on the Riverfront Park north suspension bridge in the amount \$2,129,949, tax inclusive.

Kevin Brownlee seconded.

Motion passed with unanimous consent (9-0 vote).

C. [Avista Utilities electric service agreement for temporary power/Riverfront Park north suspension bridge \(\\$192,233.40, no tax\)](#) – Nick Hamad presented a proposed electric service agreement with Avista Utilities for temporary power required for Riverfront Park's north suspension bridge renovation project in the amount of \$192,233.40, no tax. Mr. Hamad provided [projected costs](#) and [project scope](#). This agreement involves removing primary power cables from the suspension bridge, and constructing new temporary overhead power cables from West Havermale Island to the north bank of Riverfront Park. This re-routing of power cables is required to implement planned bridge renovation work. Upon completion of the bridge renovation, Avista will remove the temporary overhead power cables and reinstall permanent cables within the restored bridge.

Motion No. 4: Bob Anderson moved to approve the electric service agreement with Avista Utilities for temporary power required for Riverfront Park's north suspension bridge renovation project in the amount of \$192,233.40, no tax.

Gerry Sperling seconded.

Motion passed with unanimous consent (9-0 vote).

D. [Associated Garden Clubs of Spokane memorandum of understanding](#) – Al Vorderbrueggen presented a proposed memorandum of understanding with Associated Garden Clubs of Spokane. This agreement is a renewal and update to previous MOUs with AGC. The agreement provides for AGC access to areas of the facilities and use of grounds at Manito Park in order for the club to pursue their mission in keeping with horticultural focus of the park. This agreement will also allow AGC to act as a fiscal sponsor accepting donations at no cost to Parks to assist in enhancements and programs for Parks.

Motion No. 5: Bob Anderson moved to approve the memorandum of understanding with Associated Garden Clubs of Spokane as presented.

Jennifer Ogden seconded.

Friendly amendment: Kevin Brownlee offered a friendly amendment that the 6th WHEREAS is amended to read: AGC has agreed to act as a fiscal sponsor taking in donations at no cost to Parks to assist in enhancements and programs agreed upon by the Spokane Parks Department and AGC. The friendly amendment was accepted.

Motion passed with unanimous consent (9-0 vote).

E. The next regularly scheduled meeting is 3 p.m. May 11, 2021, via WebEx.

Bylaws Committee – Jennifer Ogden

A. [Bylaws amendment/ 2nd reading](#) – Jennifer Ogden presented the second reading of the Bylaws Committee recommendation for changes to the Park Board Bylaws which were last adopted in 2019. Proposed changes include: 1) add the Joint Arts, and Development and Volunteer committees as standing committees of the Park Board; 2) add a requirement that Park Board members planning to attend a Park Board committee meeting which they are not a member must notify staff a minimum of 48 hours prior to the committee meeting; 3) edits to provide gender-neutral language; 4) minor clarification and grammatical edits; 5) clarify how proposed amendments are to be presented to the Park Board; and 6) add emergency provisions to temporarily suspend or amend bylaws, if necessary.

Motion No. 6: Jennifer Ogden moved to adopt the amended Park Board Bylaws, as presented.

Sally Lodato seconded.

Motion passed with unanimous consent (9-0 vote).

B. [Urban Forestry Tree Committee quorum/Park Board Bylaws Section. 16.2](#) – Jennifer Ogden presented a recommendation to add the following to Section 16.2 as it relates to a quorum of the Urban Forestry Tree Committee: "with the exception of Urban Forestry Tree Committee which requires two of the simple majority to be Park Board members." Without adding this stipulation it would be possible for a simple majority to be present at a UFTC meeting without a Park Board member being present. Ms. Ogden recommended to forego a first and second reading on this proposed added language based on Bylaws guidelines that this action "would be in the best interest of the Park Board." (Section 21.1).

Motion No. 7: Jennifer Ogden moved to adopt the added language to Section 16.2 of the Bylaws as it relates to a quorum of the Urban Forestry Tree Committee.

Rick Chase seconded.

Motion passed with unanimous consent (9-0 vote).

Development & Volunteer Committee: March 30, 2021 – Bob Anderson

A. [Development & Volunteer Committee mission statement, goals, objectives and organization chart](#) – Fianna Dickson presented the mission statement, goals and objectives for the newly formed DVC. The purpose of the DVC is to help guide fundraising priorities, both capital and programmatic, and to enhance the growth and coordination of friends groups who work to fulfill those fundraising priorities. The committee's three key goals include: 1) guide and support Park's capital and programming fundraising priorities; 2) serve as an umbrella over friends groups; and 3) foster the creation and growth of new friends groups. Mr. Anderson presented an [overview of the committee](#). The DVC will be comprised of four Park Board members, one representative from a Citizens Advisory Committee and three business/community members.

The Citizens Advisory Committee will include representatives from friends groups and Community Assembly/neighborhood councils. One of the committee's primary objectives is to recruit a core leadership group interested in helping create and build a roadmap for the Friends of Riverfront Park. Jennifer Ogden invited a member of The Friends of Manito serve as member on the Citizens Advisory Committee.

Motion No. 8: Bob Anderson moved to approve the DVC mission statement, goals and objectives as presented.

Rick Chase seconded.

Motion passed with unanimous consent (9-0 vote).

Hannah Kitz left the meeting at 4:30 p.m.

9. **Reports:**

A. Park Board President:

1. Friends groups – Ms. Ogden encouraged citizens who are interested in joining the Friends of Riverfront Park and becoming a steward of the park to [contact Parks](#). She added she would like to see a friends group for every park in Spokane. If a few neighbors decide they would like to create a friends group, they are encouraged to reach out to Parks so a unified and centralized effort of all friends groups may be achieved.
2. Park Board committee meeting structure – Ms. Ogden asked Park Board members to notify her of their desires regarding the types of meetings they prefer once Covid restrictions are lifted. While hybrid (combination of virtual and in-person attendance) meetings are not an option for televised Park Board meetings, there has been discussion of potential hybrid meetings for committees once restrictions are lifted and the City determines in-person meetings are permissible. At this time, all board and committee meetings must be held virtually.

B. Liaisons

1. Conservation Futures – Greta Gilman reported the Land Evaluations Committee is scheduled to meet April 15. The committee is expected to adopt a nomination process at that meeting. The committee's recommendation will come before the County Board of Commissioners for final approval.
2. Parks Foundation – Barb Richey and Terri Fortner provided an update on Parks Foundation activities. During the last foundation meeting, Amy Lindsey presented an overview of the 2019 events at Riverfront Park and reported on the plans for 2021. As part of the Riverfront Fundraising Campaign, the foundation is selling from one to five fence charms daily and the foundation has pledged to be a part of the Spring Markets at Riverfront Park. Ms. Fortner reported that the city of Spokane will be awarded almost \$11,000 in swim sponsorships, \$5,400 in drowning prevention clinic funding, and \$5,000 in grant funds benefitting Therapeutic Recreation. Between \$5,000-\$7,000 is expected to be awarded for lifeguard certification and recertification.
3. City Council – Council Member Michael Cathcart commended staff on their work on the Parks and Natural Lands Master Plan which was presented at the March 29 Park Board study session.

C. Director:

1. Windstorm Restoration Plan – Garrett Jones reported Parks recently partnered with the Lands Council to launch the Windstorm Restoration Plan which involves planting two trees for each tree lost in the January windstorm. About 400 trees were lost on parks property during the storm. Replacement trees will be native conifers, including ponderosa pine, Douglas fir, western larch and white pine. The plan also involves water conservation measures which include converting areas which were maintained turf grass into a more native-type habitat. Plantings will start this spring and additional plantings scheduled in the fall. Funding was made possible, in part, through the windstorm clean-up efforts. Proceeds from the sale of cut logs, in the amount of about \$21,000, helped fund tree replacement. Lands Council is coordinating volunteer crews for tree planting. Funds for the restoration plans are also being raised by local artist Chris Bovey who created a limited-edition Comstock Park poster. All proceeds from the poster sales will directly fund restoration efforts.
2. Aquatics program/City Council support – Mr. Jones thanked Council Member Cathcart and other City Council members for their efforts relating to funding opportunities for this year's aquatics program. Next Monday, City Council will be asked to approve a resolution requesting funding support in the amount of \$220,000 for the 2021 aquatics program. On April 19, City Council will be briefed on windstorm damage. Parks will request City Council to provide funding for some capital and maintenance repairs as a result of the windstorm.
3. Riverfront Park north bank opening – Information will be released soon regarding the opening of the north bank of Riverfront Park.

10. **Executive Session:**

A. None

11. **Correspondence:**

A. Letters/emails: [Water tower on the South Hill \(2 emails\)](#)
[King Cole commemorative feature at Riverfront Park letter](#)

12. **Adjournment:** The meeting was adjourned at 4:54 p.m.

13. **Meeting Dates:**

- A. Committee meeting dates:
Urban Forestry Committee: 4:15 p.m. May 4, 2021, via WebEx
Land Committee: 4 p.m. May 5, 2021, via WebEx
Recreation Committee: 5:15 p.m. May 5, 2021, via WebEx
Riverfront Park Committee: 4 p.m. May 10, 2021, via WebEx
Golf Committee: 8 a.m. May 11, 2021, via WebEx
Finance Committee: 3 p.m. May 11, 2021, via WebEx
- B. Park Board: 3:30 p.m. May 13, 2021, via WebEx
- C. Joint City Council/Park Board study session: 11 a.m. May 20, 2021, via WebEx

Minutes approved by: [Garrett Jones](#)
Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



Meeting	Park Board		
Meeting date	April 8, 2021		
Requester	Pamela Clarke	Phone number: 625-6241	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	n/a		
Item title: (Use exact language noted on the agenda)	March 11, 2021, regular Park Board meeting minutes		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Park Board minutes for the March 11, 2021, regular Park Board meeting			
Motion wording: Move to approve the Park Board minutes as presented as a consent agenda item.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Spokane Park Board

3:30 p.m. March 11, 2021

WebEx virtual meeting

Park Board Members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary (Left: 3:55 p.m.;
Returned: 5:05 p.m.)
- X Nick Sumner (Arrived: 3:34 p.m.)
- X Rick Chase
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey
- X Hannah Kitz
- X Kevin Brownlee
- Michael Cathcart – City Council liaison
(Arrived: 4:25 p.m.)

Parks Staff:

- Jason Conley
- Mark Buening
- Nick Hamad
- Al Vorderbrueggen
- Jennifer Papich
- Angel Spell
- Jonathan Moog
- Mark Poirier
- Berry Ellison
- Amy Lindsey
- Josh Oakes
- Pamela Clarke

Guests:

- James Richman
- Mike Piccolo
- Dave Nelson
- Terri Fortner
- Chris Wright
- Hal McGlathery
- Shae Blackwell

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** See above
2. **Additions or deletions to the agenda:** None
3. **Consent agenda:**
 - A. Administrative and Committee-level items
 - 1) Feb. 4, 2021, Park Board study session notes
 - 2) Feb. 11, 2021, regular Park Board meeting minutes
 - 3) Feb. 23, 2021, special Park Board meeting minutes
 - 4) Claims – February 2021 (\$2,293,877.31)

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #4, as presented.

Gerry Sperling seconded.

Motion passed with unanimous consent (9-0 vote).

Nick Sumner arrived.

4. **Special guest:**
 - A. Land Expressions appreciation/Dave Nelson – Jennifer Ogden welcomed Land Expressions owner Dave Nelson, and thanked Dave and his team for the pro bono work they provided as part of the windstorm clean-up project.

5. **Financial report and budget update** – *Mark Buening* presented the 2020 year-end report, and the February financial report and budget update.

- 1) 2020 year-end report – Last year's Park Fund operating expenditures were \$6.87 million less than the historic budget average. Revenue was about \$4.5 million less than the historic budget amount. Last year's revenues exceeded expenditures by approximately \$1.36 million for the Park Fund. The 2020 Golf Fund operating revenues were about \$714,000 more than the budget average. Revenue for the year was about \$411,000 more than the historic budget average. Total revenues exceeded expenditures almost \$960,000 for the Golf Fund last year.
- 2) February financial report – The February operating expenditures for the Park Fund are less than the historic budget average by about \$347,000. Year-to-date revenues are \$205,000 shy of the historic budget average. Operating expenditures are approximately \$1.43 million less than actual revenues. Operating expenditures for the Golf Fund are about \$25,000 more than the budget average. Year-to-date revenues are exceeding the budget average by about \$7,700. YTD revenues are about \$29,000 less than the expenditures. The \$68.4 million Riverfront Park redevelopment budget has a remaining fund balance of approximately \$677,000.

6. **Special action item:**

A. **Park Board regular standing committee meeting notices** – *Jennifer Ogden* presented a recommendation regarding language used in noticing the Park Board's regular standing committee meetings. Currently, each of the board's regular standing committee meetings are noticed as "Special Meetings of the Park Board." This practice was initially employed in order to maintain Open Public Meeting Act compliance in the event a quorum of the board was in attendance at any given committee meeting. This recommended change in wording will allow the following standing committees of the Park Board to be noticed as regular meetings, as long as the meeting is convened at the respective committee's scheduled time: Golf, Finance, Land, Recreation, Riverfront Park, and Urban Forestry Tree committees.

Motion No. 2: Jennifer Ogden moved to omit "Special meeting of the Park Board" from the regular committee meeting agendas as long as the committee meeting is held at the regular scheduled time.

Kevin Brownlee seconded.

Motion passed with unanimous consent (10-0 vote).

7. **Committee reports:**

Urban Forestry Tree Committee: March 2, 2021, *Rick Chase*

A. Action items: None

B. **Urban Tree Canopy Cover Analysis presentation** – *Angel Spell* presented initial results from tree canopy cover data collected by students of Environmental Studies at Gonzaga University. The data shows the land cover percentage of urban tree canopy, as well as other land classes, for each neighborhood and neighborhood council district.

C. The next regularly scheduled meeting is 4:15 p.m. March 30, 2021, via WebEx.

Golf Committee: March 9, 2021, *Gerry Sperling*

A. **Lexicon DBA Heritage Links/Downriver Golf Course irrigation renovation (\$2,831,064.82, tax inclusive)** – *Nick Hamad* presented the base bid and alternate 1 for the Downriver Golf Course irrigation renovation project. The recommendation is to award low bidder Heritage

Links the project in the amount of \$2,831,064.82. Scope of work includes: replacing the golf course irrigation system, installing new potable water lines to the golf course restrooms, future drinking fountain locations, and communication conduit to the clubhouse and superintendent's shop. City Utilities will fund \$409,000 of the project as part of Downriver Golf Course stormwater agreement. All remaining costs are funded through a SIP loan which was secured by the Park Board to replace irrigation systems at the four city-owned courses.

Motion No. 3: Gerry Sperling moved to approve the contract with Lexicon DBA Heritage Links for irrigation renovation at Downriver Golf Course in the amount of \$2,831,064.82, tax inclusive.

Bob Anderson seconded.

Motion passed with unanimous consent (10-0 vote).

B. Irrigation Technologies irrigation design contract extension #1 adding Phase II construction services/Downriver Golf Course (\$54,655, tax inclusive) – *Nick Hamad* presented the proposed contract extension with Irrigation Technologies in the amount of \$54,655. Scope of work includes programming all irrigation heads and data to assist with getting the system operational. Phase II work involves construction layout and supervision services, and post-construction services.

Motion No. 4: Gerry Sperling moved to approve irrigation design contract extension #1 with Irrigation Technologies which adds Phase II construction services for work at Downriver Golf Course in the amount of \$54,655, tax inclusive.

Barb Anderson seconded.

Motion passed with unanimous consent (10-0 vote).

C. The next scheduled meeting is 8 a.m. April 6, 2021, via WebEx.

Land Committee: March 3, 2021, *Greta Gilman*

A. Action items: None

B. The next scheduled meeting is 3:30 p.m. March 31, 2021, via WebEx.

Recreation Committee: March 3, 2021, *Sally Lodato*

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. May 5, 2021, via WebEx.

Riverfront Park Committee: March 8, 2021, *Jennifer Ogden*

A. King Cole Commemoration Ad Hoc Committee – *Jennifer Ogden* presented a proposal to create a prominent recognition that commemorates King Cole's contribution to the community. Mr. Cole was instrumental in developing and promoting the siting of the 1974 World's Fair in Spokane. Ms. Ogden proposed creating an ad hoc committee, comprised of citizens, Park Board members and staff. The committee will be tasked to evaluate options and make a recommendation to the Park Board.

Motion No. 5: Jennifer Ogden moved to approve creating a King Cole Commemoration Ad Hoc Committee to evaluate and recommend a prominent recognition of King Cole within Riverfront Park.

Sally Lodato seconded.

Motion passed with unanimous consent (10-0 vote).

Council member Cathcart arrived at 4:25 p.m.

B. Big Belly Solar amendment #3 for refuse/recycling receptacles (\$11,680, plus tax) –*Jennifer Ogden* presented contract amendment #3 with Big Belly Solar for refuse and recycling receptacles in the amount of \$11,680, plus tax. The amendment is the last addition for Big Belly and includes three units for the north bank and two for the Pavilion.

Motion No. 6: Jennifer Ogden moved to approve contract amendment #3 with Big Belly Solar in the amount of \$11,680, plus tax.

Barb Richey seconded.

Motion passed unanimously (11-0 vote).

C. LaRiviere Inc./North bank playground change order #10 (\$154,299.54, tax inclusive) –*Berry Ellison* presented change order #10 with LaRiviere for work on the north bank playground in the amount of \$154,299.54. Scope of work for value-added improvements include: 1) splash pad permit-required design changes; 2) haul and export contaminated soils; 3) replace half of the seeded lawn area with sod; 4) add concrete sidewalks at parking lot connection to trail; 5) add exterior lighting to restroom canopy; 6) add bollards at electrical transformer; 7) add electrical boxes adjacent to five floodlights; 8) seal and fill cracks on "Dino Bone" sculpture; 9) add pull strings to IT/communications conduits; 10) extended general conditions to April 30, 2021; 11) place and shape soil near Lilac Butterfly; 12) add pressure relief valve to M&O plumbing system; 13) paint entrance curbs red; 14) credit for reduced fencing and add thicker baseboard to M&O building warehouse area; 15) M&O roofing credit for minor modification; and 16) tax credits on deductive change orders.

Motion No. 7: Jennifer Ogden moved to approve change order #10 with LaRiviere for work on the north bank playground in the amount of \$154,299.54, tax inclusive.

Gerry Sperling seconded.

Motion passed unanimously (11-0 vote).

D. Sponsorship presentation – *Amy Lindsey* presented an overview of the 2021 community engagement activities, sponsorship opportunities, sponsorship valuation process and asset analysis.

E. The next scheduled meeting is 4 p.m. April 5, 2021, via WebEx.

Finance Committee: March 9, 2021, *Bob Anderson*

A. Endorse initial 2021 aquatics investment and goal to expand operations as budget allows – *Jennifer Papich* and *Josh Oakes* presented options for re-opening aquatic facilities and programming protocols for opening in accordance the Covid reopening guidelines. The goal is to develop a coordinated and safe reopening strategy for aquatics facilities to provide equitable space for all. While Parks revenue is below the pre-Covid 19 level, staff is confident it has the capacity to support a modified aquatics season through a core service model. Staff reviewed the Foundational Services Model consisting primarily of learn-to-swim programs with very limited free open swim access. This core model is expected to support a maximum capacity of 12,996 at a total cost of about \$244,000. Staff also presented potential opportunities to build on the core service plan which would require funding support from outside Parks. This plan would increase open swim time, potentially offer a longer season at the aquatics facilities and increase maximum visitor capacity to almost 58,000. This expanded plan would involve a

Parks Fund investment of \$213,000 and outside funding of \$213,000.

Garrett Jones reentered the meeting at 5:05 p.m.

Garrett Jones provided an update relating to conversations with City Council about potential funding for the expanded program. A resolution is expected to be presented to council later this month. The resolution will address the effects the pandemic has had on revenues and how the reduction in funds can impact the level of services provided to the community. Parks plans to request funding support from council for the 2021 expanded program.

Motion No. 8: Bob Anderson moved to approve the Park Board endorse the initial 2021 aquatics investment and goal to expand operations as budget allows.

Sally Lodato seconded.

Motion passed unanimously (11-0 vote).

B. The next regularly scheduled meeting is 3 p.m. April 6, 2021, via WebEx.

Bylaws Committee: March 2, 2021, *Jennifer Ogden*

A. Park Board Bylaws amendment - 1st reading – *Jennifer Ogden* presented the proposed amendments to the Park Board Bylaws. Proposed changes include: 1) add the Joint Arts, and Development and Volunteer committees as committees of the Park Board; 2) edits to provide gender-neutral language; 3) minor clarification and grammatical edits; 4) clarify how proposed amendments are to be presented to the Park Board; and 5) add emergency provisions to temporarily suspend or amend bylaws. The board will have the opportunity to take action on the proposed amendments at the April 8 Park Board meeting.

B. Committee quorum language add to Bylaws – *Jennifer Ogden* presented language to be added to the Bylaws which had not been discussed at the March 2 Bylaws Committee meeting. The proposed language involves defining the quorum of a Park Board committee. Currently, the bylaws only define a quorum of the board. Suggested wording would read: A majority of the committee shall constitute a quorum for conducting business for a Park Board standing committee. In case there is no quorum present on a day set for a regular, continued or special meeting, the committee members present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time and place to which the meeting matter will be continued.

Motion No. 9: Jennifer Ogden moved to add the committee quorum language as part of the first reading amendments to the Park Board Bylaws.

Sally Lodato seconded.

Motion passed unanimously (11-0 vote).

C. No meeting scheduled at this time.

Development and Volunteer Committee: Feb. 25, 2021, *Bob Anderson*

A. Action items: None

B. No meeting scheduled at this time.

8. **Reports:**

A. **Park Board President:** *Jennifer Ogden* reported a special Park Board meeting is scheduled for 3 p.m. March 18 to discuss the amended food services contract. A Park Board

study session is set for 1 p.m. March 29 to discuss the new Parks, Recreation and Open Space Master Plan. In light of the governor announcing the advancement to Phase III effective March 22, Ms. Ogden requested Park Board members contact her regarding their preference on how they would like to attend future meetings as individual choice will be respected and honored. She also reported Parks staff and the board would be reevaluating how Urban Forestry is structured and making recommendations for improved resource allocation.

B. Liaisons

- 1) Conservation Futures – *Greta Gilman* reported the Land Evaluations Committee met March 3 when the committee voted to hold off on any properties from the 2016 Conservation Future prioritized activation list, excluding those which are under negotiation or under contract. The committee also voted on the Conservation Futures nomination round schedule which will be May 1 through July 31. These recommendations will come before the County Parks Director and the County Board of Commissioners for consideration.
- 2) Parks Foundation – *Barb Richey*. No report was given.
- 3) City Council – *Michael Cathcart*. No report was given.

C. **Director:** *Garrett Jones* reported Parks staff will be working on the transition to Phase III of the safe reopening plan.

9. **Executive Session:**

A. None

10. **Correspondence:**

Letters/email: Water tower on the South Hill
 Downtown Zipline email
 Statue/art piece commemorating King Cole email

11. **Adjournment:** The meeting was adjourned at 5:28 p.m.

12. **Meeting Dates:**

- A. Committee meeting dates:
Urban Forestry Committee: 4:15 p.m. March 30, 2021, via WebEx
Land Committee: 3:30 p.m. March 31, 2021, via WebEx
Recreation Committee: 5:15 p.m. May 5, 2021, via WebEx
Riverfront Park Committee: 4 p.m. April 5, 2021, via WebEx
Golf Committee: 8 a.m. April 6, 2021, via WebEx
Finance Committee: 3 p.m. April 6, 2021, via WebEx
- B. Special Park Board meeting: 3 p.m. March 18, 2021, via WebEx
Regular Park Board meeting: 3:30 p.m. April 8, 2021, via WebEx
- C. Park Board Study Session: 1 p.m. March 29, 2021, via WebEx

Minutes approved by: _____
Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



Meeting	Park Board		
Meeting date	April 8, 2021		
Requester	Pamela Clarke		Phone number: 625-6241
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	n/a		
Item title: (Use exact language noted on the agenda)	March 18, 2021, special Park Board meeting minutes		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Park Board minutes for the March 18, 2021, special Park Board meeting			
Motion wording: Move to approve the Park Board minutes as presented as a consent agenda item.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Special Spokane Park Board Meeting

3 p.m. Thursday, March 18, 2021

WebEx virtual meeting

Park Board members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Rick Chase
 - Greta Gilman (Absent/excused)
 - Sally Lodato (Absent/excused)
- X Gerry Sperling
- X Barb Richey
 - Hannah Kitz (Absent/excused)
- X Kevin Brownlee
- X Michael Cathcart – City Council liaison

Parks staff:

Jason Conley
Fianna Dickson
Jonathan Moog
Al Vorderbrueggen
Amy Lindsey
Jennifer Papich
Mark Buening
Pamela Clarke

Guests:

James Richman
Mark Starr
Tony Arvidson
Shae Blackwell

Minutes

1. Roll call – See above

2. Public comment/correspondence

A. None

3. Special discussion/action items:

A. Lancer Food Holdings contract amendment #1

1) Presentation – *Jonathan Moog* presented an overview of the current contract with Lancer Food Holdings to provide food and beverage at all park food service sites, including future concerts at the Pavilion. Service associated with original contract approved March 19, 2020, with Lancer were not implemented due to the impacts associated with COVID-19 pandemic. During a Feb. 4, 2021, study session, the Park Board determined they would like the contract to offer greater opportunities for local food and beverage businesses within parks. The proposed amendment resets the start date of services and broadens local business activations.

2) Working group/developing contract amendment – Following the February study session, a working group was formed to review the existing food services agreement and seek opportunities for local food and beverage vendors. The group consisted of Jennifer Ogden, Bob Anderson, Gerry Sperling, Rick Chase and Nick Sumner, Garrett Jones, Amy Lindsey, Jon Moog and Dawn Frey. Representatives from Lancer met with the working group to create the proposed amended agreement. Changes to the contract include: 1) 15% of Lancer gross sales at Riverfront Park will be derived from local products; 2) Lancer will seek local providers in specific brand categories; 3) Pavilion concerts will include a minimum of three local food trucks but likely greater depending on attendance of shows; 3) site(s) for “pop up” location for local providers will be provided at Manito Park; 4) a minimum of five food and beverage activations will be annually supporting local providers at Riverfront Park; 5) the north bank will be reserved for local food and beverage providers; and 6) local food trucks will be allowed in Riverfront Park during high attendance days

when not in conflict with third-party events.

3) Discussion – Rick Chase shared concern that the proposed contract amendment did not offer enough opportunities to local businesses who have shown they are equipped to provide the needed food services. He cited Manito Park Bench Café as an example of a local food vendor providing services throughout last summer. Bob Anderson said the revised agreement is a good compromise which offers expanded opportunities for local businesses. Nick Sumner said there are opportunities for local vendors on the north bank of Riverfront Park since local food and beverage businesses will have exclusive rights in that area of the park. Jennifer Ogden shared her confidence in Lancer's management skills, and their willingness to work with the board and staff in creating opportunities which can result in everyone's success.

Motion No. 1: Jennifer Ogden moved to approve contract amendment #1 with Lancer Food Holdings, as presented.

Bob Anderson seconded.

Motion passed with a 7-1 vote.

4. **Adjournment:** The meeting was adjourned at 3:44 p.m.

Minutes approved by: Garrett Jones
Garrett Jones, Director of Parks and Recreation



Updated: 10/21/2019 3:23 PM



PARK BOARD STUDY SESSION
1 p.m. Monday, March 29, 2021
WebEx virtual meeting

Park Board members:

X Jennifer Ogden – President
X Bob Anderson – Vice President
X Garrett Jones – Secretary
X Nick Sumner (Left: 2 p.m.)
Rick Chase (Absent/excused)
X Greta Gilman
Sally Lodato (Absent/excused)
X Gerry Sperling
X Barb Richey
X Hannah Kitz (Left: 2:05 p.m.)
X Kevin Brownlee (Absent/excused)
Michael Cathcart – City Council liaison
(Absent/excused)

Staff:

Nick Hamad
Jason Conley
Jonathan Moog
Jennifer Papich
Al Vorderbrueggen
Mark Buening
Angel Spell
Berry Ellison
Jo-Lynn Brown
Fianna Dickson
Katie Kosanke
Pamela Clarke

Guests:

Anna Laybourn
Callie New
James Richman
Shae Blackwell

Notes

1. **Roll call** – See above
2. **Public comment** – None
3. **Special discussion/action items**
 - A. Parks and Natural Lands Master Plan meeting #1 – *Nick Hamad* opened the discussion introducing Anna Laybourn and Callie New with Design Workshop who will be working with staff and the Park Board to create the Parks and Natural Lands Master Plan. Garrett Jones explained Parks last updated its master plan in 2010 which was an inward-facing plan. This new plan will be an outward-facing plan driven by the citizens, stakeholders and user groups.
 - 1) Laying the groundwork
 - a) Meet the team members – Ms. Laybourn explained Design Workshop will be working with lead Parks staff Garrett Jones, Nick Hamad and Jo-Lynn Brown to develop the plan. Ms. Laybourn and Ms. New led the study session attendees through the presentation outlining the process. Utilizing the Mentimeter app, meeting participants interacted with the presenters by answering questions and taking polls relating to Spokane's parks and natural lands.
 - b) Parks and Recreation roles and engagement – The group reviewed how the board and staff will be involved in developing the master plan.

- c) Project overview – The process is divided into four phases: 1) establishing a foundation of understanding; 2) creating a shared vision; 3) evaluating concepts and developing recommendations; 4) documenting and adopting the plan. Public involvement and community input are key components throughout the process.
 - d) Project Advisory Committee (PAC) – The PAC has been created and includes representatives from the Park Board, Mayor's office, City Council, Parks and City staff, and Spokane Public Schools. Jennifer Ogden and Greta Gilman are serving as the Park Board representatives.
 - e) Project schedule – The entire process from start to finish is expected to take one year. The master plan is scheduled come before the Park Board for final approval February 2022.
- 2) Big ideas, critical success factors
- a) Purpose – The plan is designed to be a long-range planning tool which sets values and goals for Parks, and serves as a platform for staff and the public to weigh in on the future of Spokane parks.
 - b) Plan Objectives – The group discussed the plan objectives. Committee members stressed the importance of community involvement in the development process; not just obtaining input from those who are currently involved with Parks but to gain insight from all areas of the community. Outreach will be in the form of online surveys, Utility billing inserts, focus groups and public workshops. Emphasis will be placed on gathering recommendations which are inclusive and reflect Spokane's diverse needs.
 - c) Critical success factors – Results from one of the polls conducted during the meeting reflected the most important success factor is equity. Jennifer Ogden viewed equity as valuing all of the parks, such as neighborhood parks, and not placing primary focus on downtown and the South Hill parks. In terms of economic equity, board members voiced a need to fill in identified gaps and update parks located in lower-income areas of the community. Equity was followed closely by responsiveness defined as a process which includes numerous and diverse opportunities for community members to participate. The committee also weighed in heavily on the need for inclusiveness where projects are identified that address gaps within the existing parks and natural lands system.
 - d) Existing trends and planning efforts – The committee discussed current national and statewide trends in the parks and recreation and what programming might be missing from current offerings.
 - e) Big ideas and outcomes – The committee shared what they hope to do better. These items included: 1) better avenues for public input; 2) maximize return to the public with every dollar spent; and 3) more long-range planning and less "firefighting" and responding to the cause or concern of the day.
- 3) Community, staff and stakeholder engagement
- a) Goals and opportunities – The committee provided a number of wish list items for Parks to be considered as a part of the park master planning process.
 - b) 2021 engagement timeline – Focus group meetings are scheduled to begin mid-April and a community survey will be conducted mid-April through mid-June. Design Workshop representatives will provide an update presentation to the Park Board around mid-April.

4. **Adjournment:** The meeting was adjourned at 2:31 p.m.

Approved by: *Garrett Jones*
Garrett Jones, Director of Parks and Recreation

Spokane Park Board

Briefing Paper



Park Board			
Meeting date	April 8, 2021		
Requester	Pamela Clarke	Phone number: 625-6241	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)	n/a		
Item title: (Use exact language noted on the agenda)	Claims – March 2021 (\$1,625,665.23)		
Begin/end dates	Begins: 03/01/2021 Ends: 03/31/2021 <input type="checkbox"/> Open ended		
Background/history: Claims for the month of March 2021 in the amount of \$1,625,665.23			
Motion wording: Move to approve claims for the month of March 2021 as a consent agenda item.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

**CITY OF SPOKANE PARK AND RECREATION DIVISION
MARCH 2021 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - APRIL 8, 2021**

PARKS & RECREATION:

SALARIES & WAGES	\$	690,123.08
MAINTENANCE & OPERATIONS	\$	445,555.75
CAPITAL OUTLAY	\$	48,402.71
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	116,629.47

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	162,837.93
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GOLF:

SALARIES & WAGES	\$	101,094.25
MAINTENANCE & OPERATIONS	\$	61,022.04
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	1,625,665.23

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	April 6, 2021		
Requester	Nick Hamad	Phone number: 509-363-5452	
Type of agenda item	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2021-0077		
Item title: (Use exact language noted on the agenda)	KPFF Consulting Engineers contract amendment #1 for engineering services/Riverfront Park north suspension bridge (\$82,168, no tax)		
Begin/end dates	Begins: 4/08/2021	Ends: 03/01/2022	<input type="checkbox"/> Open ended
Background/history: Amendment #1 to the professional services contract adds Task 3 - Construction Support Services to the contract scope of work to be billed on a time and materials basis. Additional scope includes: construction submittal review, contractor RFI review and responses, project meetings, site visits & punch list walk-throughs, special structural inspection of bridge framing, and project record drawings			
Motion wording: Approve contract amendment #1 with KPFF Consulting Engineers for T&M engineering services on the north suspension bridge project not to exceed \$82,168, no tax			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: KPFF Consulting Engineers Name: Aaron Olson Email address: Aaron.Olson@kpff.com Phone: 206.622.5822			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$82,168.00 Budget code: 1950			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

Title: **ENGINEERING DESIGN FOR RIVER-FRONT SUSPENSION BRIDGE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to conduct the ENGINEERING DESIGN FOR RIVERFRONT SUSPENSION BRIDGE; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract dated January 18, 2021 and January 25, 2021, 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 (the "Contract").

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on April 8, 2021 and shall through April 30, 2022.

3. ADDITIONAL WORK.

The scope of work in the original contract is hereby amended to include Construction Support and Construction Management Services as referenced in the attached Scope of Work.

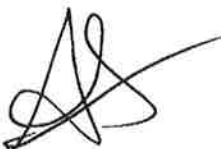
4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY TWO THOUSAND ONE HUNDRED SIXTY EIGHT AND NO/100 DOLLARS (\$82,168.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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 Contract Amendment by having legally-binding representatives affix their signatures below.

KPFF CONSULTING ENGINEERS, INC.

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

By  3/26/2021
Signature Date

By _____
Signature Date

Aaron Olson
Type or Print Name

Type or Print Name

Associate
Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
December 15, 2020 Scope of Work

December 15, 2020
Exhibit A-1
Scope of Work

Riverfront Park Suspension Bridge Renovation
Construction Support and Construction Management Services

PROJECT DESCRIPTION

Avista Corporation (Avista) on behalf of the City of Spokane (City) had previously contracted KPFF Consulting Engineers (KPFF) to perform the design of repairs and renovations to the Riverfront Park Bridge North and South Suspension Pedestrian Bridges. The project consists of repairs to the North Suspension bridge including concrete deck replacement, steel repairs, bridge railing retrofits, drainage improvements, lighting upgrades, and concrete vault lid replacement.

The project will be advertised for construction on in Spring 2021 with Contractor mobilization expected by early Summer 2021. The project construction is expected to be complete by Fall 2021.

PROJECT OBJECTIVES

This scope of work is to provide the following:

- Updated bid documents for project advertisement
- Technical engineering support services during the advertising/bid and construction phases of the project.
- Construction Management and Administration

PROJECT TEAM

The project team includes:

Owner & Construction Manager	City of Spokane
Prime Consultant	KPFF Consulting Engineers (KPFF)
Structural Engineering	KPFF
Civil Engineering	KPFF
Electrical & Lighting Design	Trindera Engineering

SCOPE OF WORK

TASK NO. 1.0 – PROJECT MANAGEMENT AND ADMINISTRATION

Task No. 1.1 – Invoices and Progress Reports

KPFF compile invoices from the design team and will submit a combined monthly invoice and progress report which will be transmitted to the City.

Assumptions

- None

Deliverables

- Monthly invoices and progress reports (assume 10).

TASK NO. 2.0 – BID DOCUMENT UPDATES & BID SUPPORT

Task No. 2.1 – Coordination with City

KPFF and Trindera will coordinate with the City during the design phase to discuss project issues, schedule, and progress as needed.

Task 2.2 – Update Bid Plans

KPFF and Trindera will update the existing bid plans to include only the “base bid” design elements from the previous bid set and any other modifications related to the updated specifications (see Task 2.3). Base bid includes renovation of the North Suspension Bridge and replacement of the north vault lids. Replacement of south vault lids will be included as a bid alternate.

Assumptions

- Assume one (1) round of review and comment of the updated project specifications
- The City will compile all comments on Draft Bid Plans from project stakeholders into one, complete document and distribute to KPFF.
- KPFF and Trindera will incorporate plan modifications from previous bid addenda.

Deliverables

- Draft Bid Plans (PDF)
- Final Bid Plans (PDF)
- Responses to comments on the draft bid plans (Excel or PDF)

Task 2.3 – Update Bid Specifications

KPFF and Trindera will update the existing specifications to conform to the 2020 WSDOT Standard Specifications.

Assumptions

- The City will provide an updated specification boilerplate for use on the project. The
- Assume one (1) round of review and comment of the updated project specifications
- The City will compile all comments on Draft Bid Specifications from project stakeholders into one, complete document and distribute to KPFF.
- KPFF and Trindera will incorporate specification modifications from previous bid addenda.

Deliverables

- Draft Bid Specifications (Word Document)
- Final Bid Specifications (Word Document, PDF)
- Responses to comments on the draft bid plans (PDF)

Task 2.4 – Update Cost Estimate & Bid Items List

KPFF and Trindera will updated the existing cost estimate and bid items list to conform to the 2020 WSDOT Standard Specifications and any plan changes (See Task 2.2).

Assumptions

- Assume one (1) round of review and comment of the updated project cost estimate and bid items list
- KPFF and Trindera will incorporate bid item modifications from previous bid addenda

Deliverables

- Draft Bid Cost Estimate & Bid Items List (Excel File)
- Final Bid Cost Estimate & Bid Items List (Excel File, PDF)

Task 2.5 – Pre-Bid Meeting & Bidder Questions

The KPFF Project Manager will attend a pre-bid meeting to provide a summary of the project and answer any bidder questions.

KPFF and Trindera will answer up to six (6) official questions asked by potential bidders during the advertisement period. Responses to bidder questions will be sent to the City who will provide the official response.

Assumptions

- The pre-bid meeting will be held virtually by teleconference or video call.

- The pre-bid meeting will last two (2) hours
- The City will coordinate the details, agenda and notes for the pre-bid meeting.

Deliverables

- Pre-bid meeting preparation and attendance
- Responses to official bidder questions (email)

Task 2.6 – Addenda

KPFF and Trindera will issue up to two (2) addenda to the contract documents (e.g. plans and specifications) based on questions and/or clarifications requested from the potential bidders. Updated contract documents will be issued to the City who will issue the official addenda. Plan and specification addenda will be stamped and sealed by the engineer of record (EOR) of the original bid document.

Assumptions

- The City will coordinate and compile all addenda for issuance to the Contractor.

Deliverables

- Responses to bidder questions (email)
- Bid document addenda (PDF)

add task 3 items to project scope of work

TASK NO. 3.0 – CONSTRUCTION SUPPORT SERVICES

Task No. 3.1 – Coordination with City

KPFF and Trindera will coordinate with the City during the construction phase to discuss project issues, schedule, and progress as needed. The City will collect and disseminate information, submittals, RFIs and contractor requests for the team and coordinate schedules and inspections for the design team staff.

Task 3.2 – Submittal Review & Response

KPFF and Trindera will review and respond to submittals received during construction. Below is a list of submittals of anticipated structural submittals that will be reviewed by KPFF:

1. Demolition Plan
 - a. Type 2E Working Drawings
 - i. Demolition procedures
 - ii. Work Platform
 - iii. Containment

- b. Type 1 Working Drawings
 - i. Steel Cleaning
 - 2. Concrete Class 4000D
 - a. Mix Design
 - b. Formwork/Falsework
 - c. Request for Approval of Materials (RAM) – Aggregate, Cement, Compliance Certifications, Material Test Certs
 - 3. Rebar
 - a. Shop Drawings
 - b. RAMs – Compliance Certs, Mill Certs
 - 4. Stay-In-Place Forms
 - a. Shop Drawings
 - b. RAM – Steel certs, galvanizing
 - 5. Steel Repairs
 - a. Shop Drawings
 - b. RAMS – welder certs, mill certs
 - 6. Deck Drains
 - a. RAM – drain type
 - 7. Pedestrian Railing Retrofit
 - a. Shop Drawings
 - b. RAMs – Compliance Certs, Mill Certs, Welder Quals, Cable Components
 - 8. Expansion Joints
 - a. Shop Drawings (Steel & Expansion Joint)
 - b. RAMs – Compliance Certs, Mill Certs, Welder Quals
 - 9. Vault Lids (Uplight Bracket, Tower Collar, Edge Beam, Manhole)
 - a. Shop Drawings
 - b. RAMs – Compliance Certs, Mill Certs
 - 10. Resin Bonded Anchors
 - a. RAM – Epoxy, Anchor Material Certs
 - 11. Bridge Supported Utilities
 - a. Shop Drawings
 - b. RAMs – Fiberglass Conduit, hanger components
 - 12. Tower Repair Grout
 - a. RAMs – Grout, Bolt mill certs, epoxy resin
 - 13. Bridge Closure Gate
 - a. Shop Drawing
 - b. RAMs – Fence fabric, tension wire assembly, paint, mill certs, compliance certs
 - 14. Drainage Scupper & Trench Drains
 - a. Shop Drawings incl. Coring
 - b. RAMs

Trindera will review up to eight (8) electrical and/or lighting related submittals.

Assumptions

- The City will collect and distribute submittals and responses to/from the Contractor.

Deliverables

- Review and response of submittals (PDF)

Task 3.3 – Request for Information (RFI) Review & Response

KPFF and Trindera will review and respond to RFIs received during construction. Below is the total number of RFIs to be reviewed by each firm:

- KPFF – 15
- Trindera – 5

Assumptions

- The City will collect and distribute RFIs and responses to/from the Contractor

Deliverables

- Review and response to RFIs (PDF)

Task 3.4 – Meetings, Site Visits & Punchlist Walkthroughs

KPFF and Trindera will attend meetings, perform site visits (as needed) and participate in punchlist walkthroughs during the construction phase of the project. Below is the total number of assumed meetings, site visits and punchlist walkthroughs:

Meetings:

- KPFF – 10
- Trindera – 4

Site Visits:

- KPFF – 6
- Trindera – 4

Punchlist Walkthroughs:

- KPFF – 2
- Trindera – 2

Assumptions

- The City will coordinate and schedule meetings with the design team and the Contractor.
- Meetings are assumed to last one (1) hour and will occur via teleconference or phone.

- Site visits will occur on an as-needed basis and will be coordinated by the City. Travel for KPFF Seattle engineers is included for up to four (4) site visits. All other site visits will be performed by KPFF Spokane engineers.
- Assume one (1) weekly meeting for the 1st project construction month and one (1) meeting per month thereafter. Total duration is seven months.

Deliverables

- Attendance to meetings, site visits and punchlist walkthroughs.
- Punchlist items (PDF)

Task 3.5 – Special Structural Inspection

KPFF bridge engineers will inspect the North bridge following the removal of the bridge deck and existing conduits. The purpose of the inspection is to determine the extent of the structural deterioration and provide specific direction to the Contractor in terms of the extent and type of steel repairs. If necessary, KPFF will provide updated repair details to supplement those already contained within the design drawings. These repair details will be stamped and sealed by the KPFF EOR.

Results of the inspection and recommended repairs will be summarized in a brief technical memo which will be provided to the City.

Deliverables

- Special structural inspection
- Technical memo summarizing inspection findings
- Additional repair details, as needed. (PDF)

Task No. 3.6 – Record Drawings

As-built redlines will be provided to KPFF and Trindera from the City and Contractor after completion of construction. These redlines will be used to create Record Drawings. The Record Drawings will be prepared in accordance with the City's requirements and will not contain the stamp and seal of the engineer.

Assumptions

- The City will compile a complete red-line set of the Contractor's record drawings and distribute to the design team

Deliverables

- Draft Record Drawings (PDF)
- Final Record Drawings (PDF)

prime consultant fee
breakdown

Exhibit D-1

KPFF Consulting Engineers

Consultant Fee Summary

Negotiated Hourly Rate Consultant Agreement

Riverfront Park Bridge Renovation - Construction Support Services

Overhead (OH) Cost	140.71%
Fixed Fee (FF)	30.00%

Classification	Direct Hourly Rate	Total Hours	X	Negotiated Hourly Rate	=	Cost
Principal	\$ 64.91	24.00	X	\$175.72	=	\$ 4,217.23
Project Manager	\$ 58.00	234.00	X	\$157.01	=	\$ 36,740.76
Senior Engineer	\$ 52.00	334.00	X	\$140.77	=	\$ 47,016.91
Design Engineer	\$ 38.00	192.00	X	\$102.87	=	\$ 19,751.00
CADD Technician	\$ 40.00	110.00	X	\$108.28	=	\$ 11,911.24
Project Coordinator	\$ 30.00	20.00	X	\$81.21	=	\$ 1,624.26
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
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	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -

add task 3 to project
scope for prime consultant
fee of \$76,815.00

~~Subtotal~~ ~~\$ 121,261.40~~

Reimbursables

Airfare	8 trips @ \$350 per trip	\$ 2,100.00
(Blank)	(Allowance)	
Subtotal		\$ 2,100.00

~~**GRAND TOTAL.**~~ ~~**\$123,361.40**~~

electrical subconsultant
fee breakdown

Exhibit E-1

Trindera Engineering

Consultant Fee Summary

Negotiated Hourly Rate Consultant Agreement

Riverfront Park Bridge Renovation - Construction Support Services

Overhead (OH) Cost	175.94%
Fixed Fee (FF)	30.00%

Classification	Direct Hourly Rate	Total Hours	X	Negotiated Hourly Rate	=	Cost
Project Manager	\$ 60.10	12.00	X	\$162.70	=	\$ 1,952.36
Professional Engineer	\$ 42.31	59.00	X	\$114.54	=	\$ 6,757.71
Senior Drafter	\$ 38.47	13.00	X	\$104.14	=	\$ 1,353.85
Admin	\$ 31.25	6.00	X	\$84.60	=	\$ 507.58
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -
	\$ -	0.00	X	\$0.00	=	\$ -

add task 3 scope for
subconsultant fee of
\$5,353

Subtotal ~~\$ 10,571.50~~

Reimbursables

Mileage	(## Miles x \$0.545/mile)	\$ -
Airfare	(Allowance)	\$ -
Per Diem	(Hotel + Meals @ \$#.## x # trips)	\$ -
Subcontract	(Sub Name & Task)	\$ -
(Blank)	(Allowance)	\$ -
Subtotal		\$ -

GRAND TOTAL: ~~\$10,571.50~~

December 14, 2020		Trindera Engineering					Trindera
Riverfront Park Bridge Renovation - Construction Support Services		Project Manager	Professional Engineer	Senior Drafter	Admin	\$0.00	
Item	SCOPE OF WORK	\$162.70	\$114.54	\$104.14	\$84.60	\$0.00	
1	PROJECT MANAGEMENT AND ADMINISTRATION						
1.01	Invoices and Progress Reports	5			5		\$1,236
	Labor Subtotal:	5	0	0	5	0	\$1,236
	Reimbursables:						
2	BID DOCUMENT UPDATES & BID SUPPORT						
2.1	Coordination with City						
2.2	Update Bid Plans	2	4	3	1		\$1,181
2.3	Update Bid Specifications		3				\$344
2.4	Update Cost Estimate and Bid List		4				\$458
2.5	Pre-Bid Meeting & Bidder Questions		6				\$687
2.6	Addenda		6	6			\$1,312
	Labor Subtotal:	2	23	9	1	0	\$3,982
	Reimbursables:						
3	CONSTRUCTION SUPPORT SERVICES						
3.1	Coordination with City						
3.2	Submittal Review & Response	4	10				\$1,796
3.3	RFI Review & Response		10				\$1,145
3.4	Meetings, Site Visits & Punchlist		14				\$1,604
3.5	Special Structural Inspection						
3.6	Record Drawings	1	2	4			\$808
	Labor Subtotal:	5	36	4	0	0	\$5,353
	Reimbursables:						
4	[TASK NAME]						
	Labor Subtotal:	0	0	0	0	0	\$0
	Reimbursables:						
5	[TASK NAME]						
	Labor Subtotal:	0	0	0	0	0	\$0
	Reimbursables:						
6	[TASK NAME]						
	Labor Subtotal:	0	0	0	0	0	\$0
	Reimbursables:						
7	[TASK NAME]						
	Labor Subtotal:	0	0	0	0	0	\$0
	Reimbursables:						
8	[TASK NAME]						
	Labor Subtotal:	0	0	0	0	0	\$0
	Reimbursables:						
9	[TASK NAME]						
	Labor Subtotal:	0	0	0	0	0	\$0
	Reimbursables:						
10	[TASK NAME]						
	Labor Subtotal:	0	0	0	0	0	\$0
	Reimbursables:						
	Labor Sum:	12	59	13	6	0	\$10,571
	Reimbursable Sum:						\$0
	TOTAL:						\$10,571

electrical
subconsultant fee
breakdown

additional
task 3 fee.
\$5,353.00



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

Title: **ENGINEERING DESIGN FOR RIVER-FRONT SUSPENSION BRIDGE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to conduct the ENGINEERING DESIGN FOR RIVERFRONT SUSPENSION BRIDGE; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract dated January 18, 2021 and January 25, 2021, 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 (the "Contract").

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on April 8, 2021 and shall through April 30, 2022.

3. ADDITIONAL WORK.

The scope of work in the original contract is hereby amended to include Construction Support and Construction Management Services as referenced in the attached Scope of Work.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY TWO THOUSAND ONE HUNDRED SIXTY EIGHT AND NO/100 DOLLARS (\$82,168.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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 Contract Amendment by having legally-binding representatives affix their signatures below.

KPFF CONSULTING ENGINEERS, INC.

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
December 15, 2020 Scope of Work

21-051

The Friends of Manito 2020-2021



Presented by
Kelly Brown, Board President

The Friends of Manito Mission

Conduct educational, volunteer, and fundraising activities that are responsive to the needs of the TFM membership, and to participate in the responsible preservation and improvement of Manito Park.

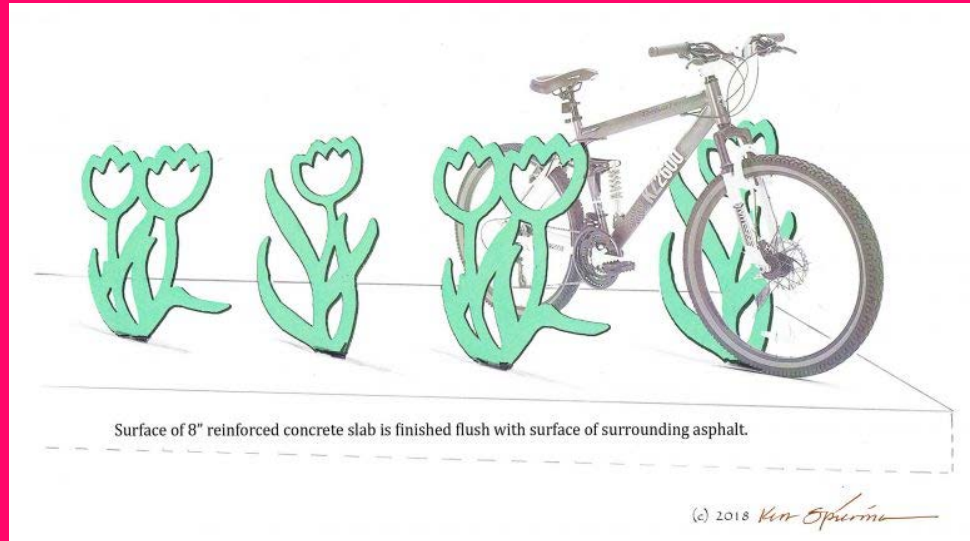
We seek to accomplish this mission in cooperation with the City and its surrounding community.

Current Projects

Pollinator Garden Makeover



New Bicycle Racks



Mirror Pond Renovation Complete



2020 Highlights

- A modified plant sale with \$46,882 in revenue, surpassing modified 2020 budget
- Helped enlist Manito Park volunteers to weed
- Used social media to share community member's "Manito Park Stories"



Our Most Proud
Accomplishment of
2020, The Enchanted
Garden Holiday Lights
Drive -thru!



Many Organizational Changes

- New President and Executive Committee
- Four new board members
- Two changes in the TFM Office Coordinator
- Many new ideas and goals



2021 Goals

- Develop and increase fundraising capabilities
- Continue to grow our positive and collaborative relationship with Spokane Parks and Recreation
- Host another successful modified plant sale
- Build on the momentum of Holiday Lights to increase our community recognition
- Establish a first-ever Manito Park Art Festival



Thank you for your
support!



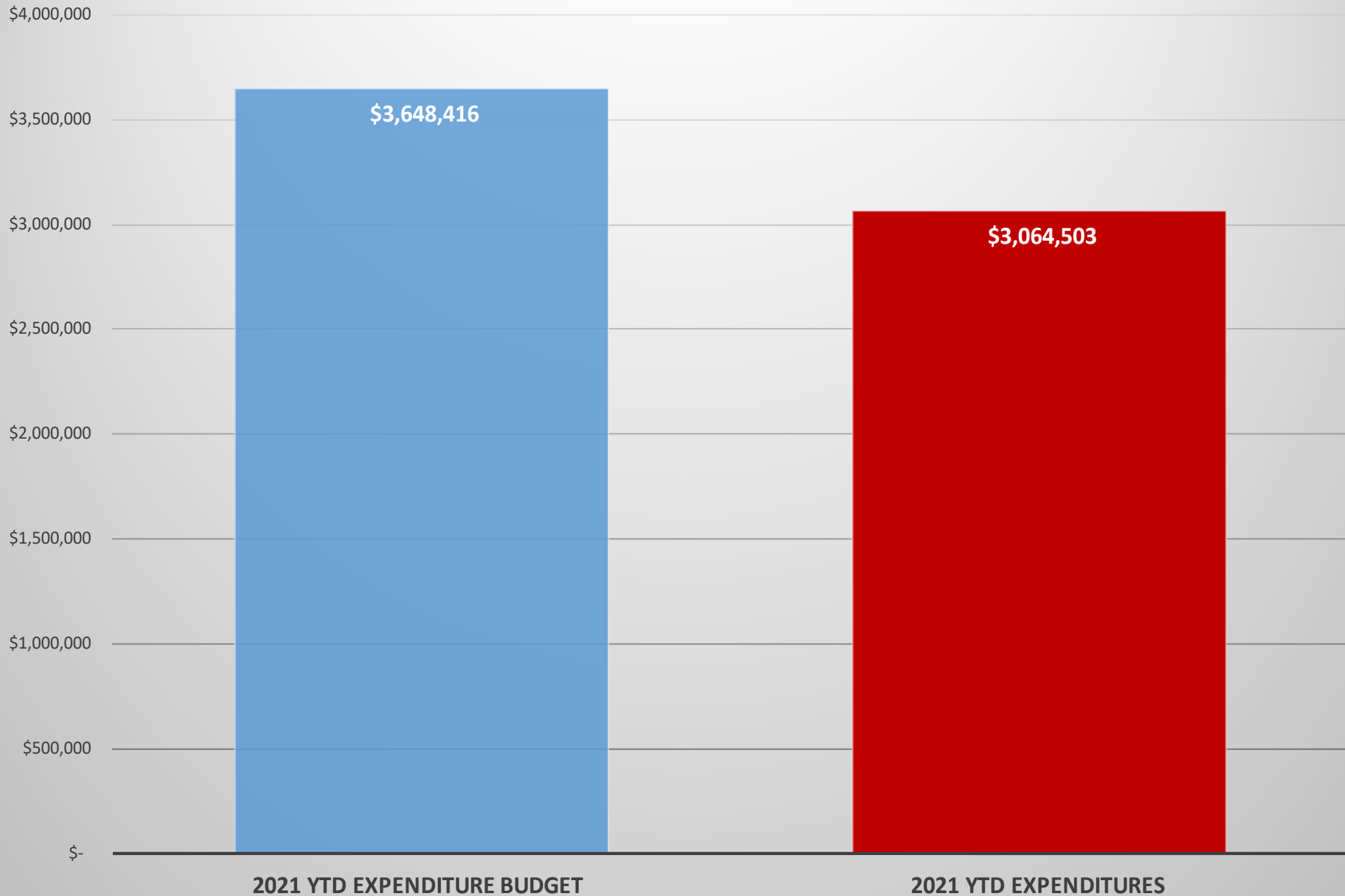
City of Spokane
PARKS
& RECREATION

Financial Reports

March 2021

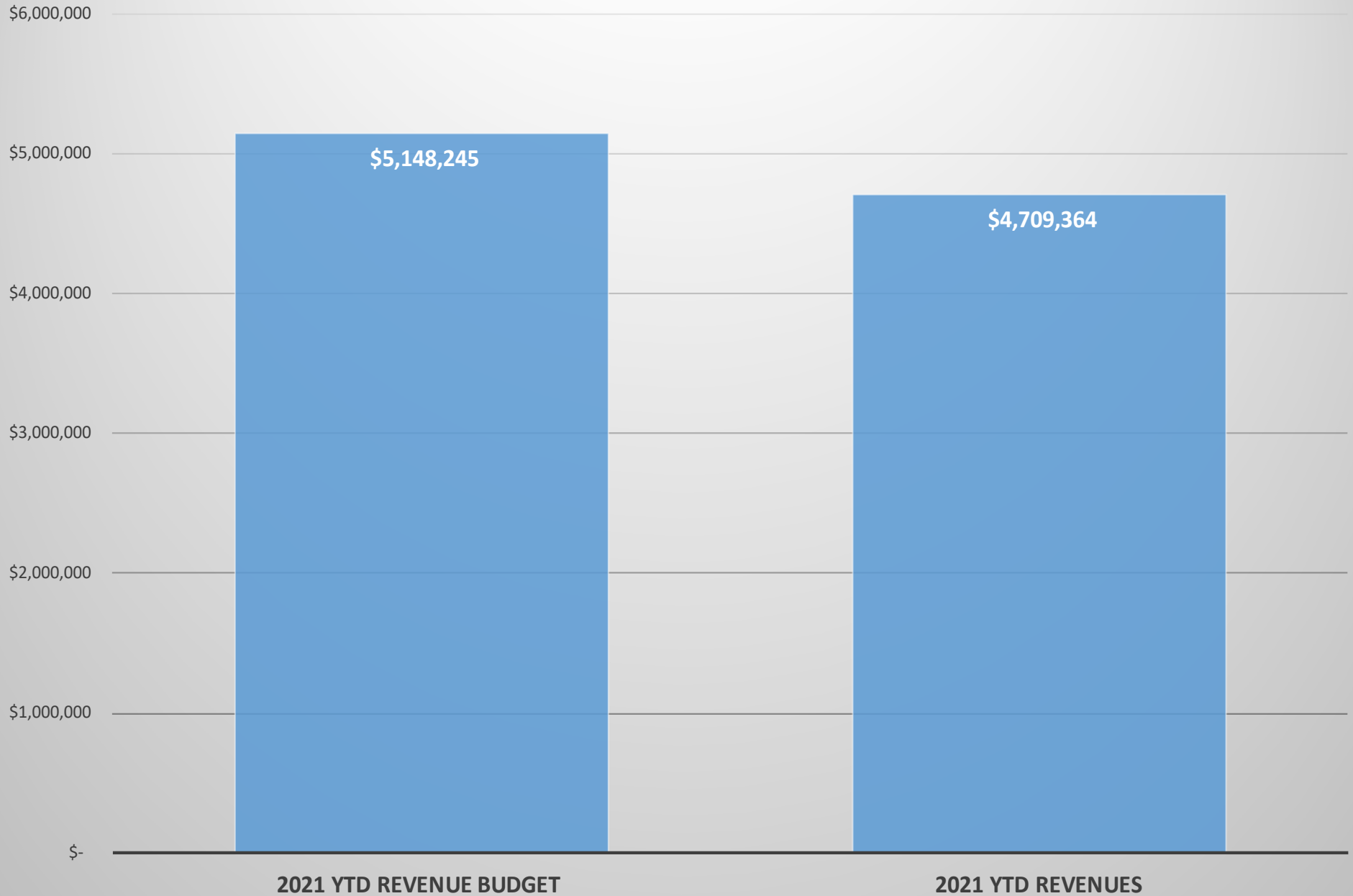
Park Fund

March 2021 Expenditures vs. Historical Budget Average



Park Fund

March 2021 Total Revenues vs. Historical Budget Average



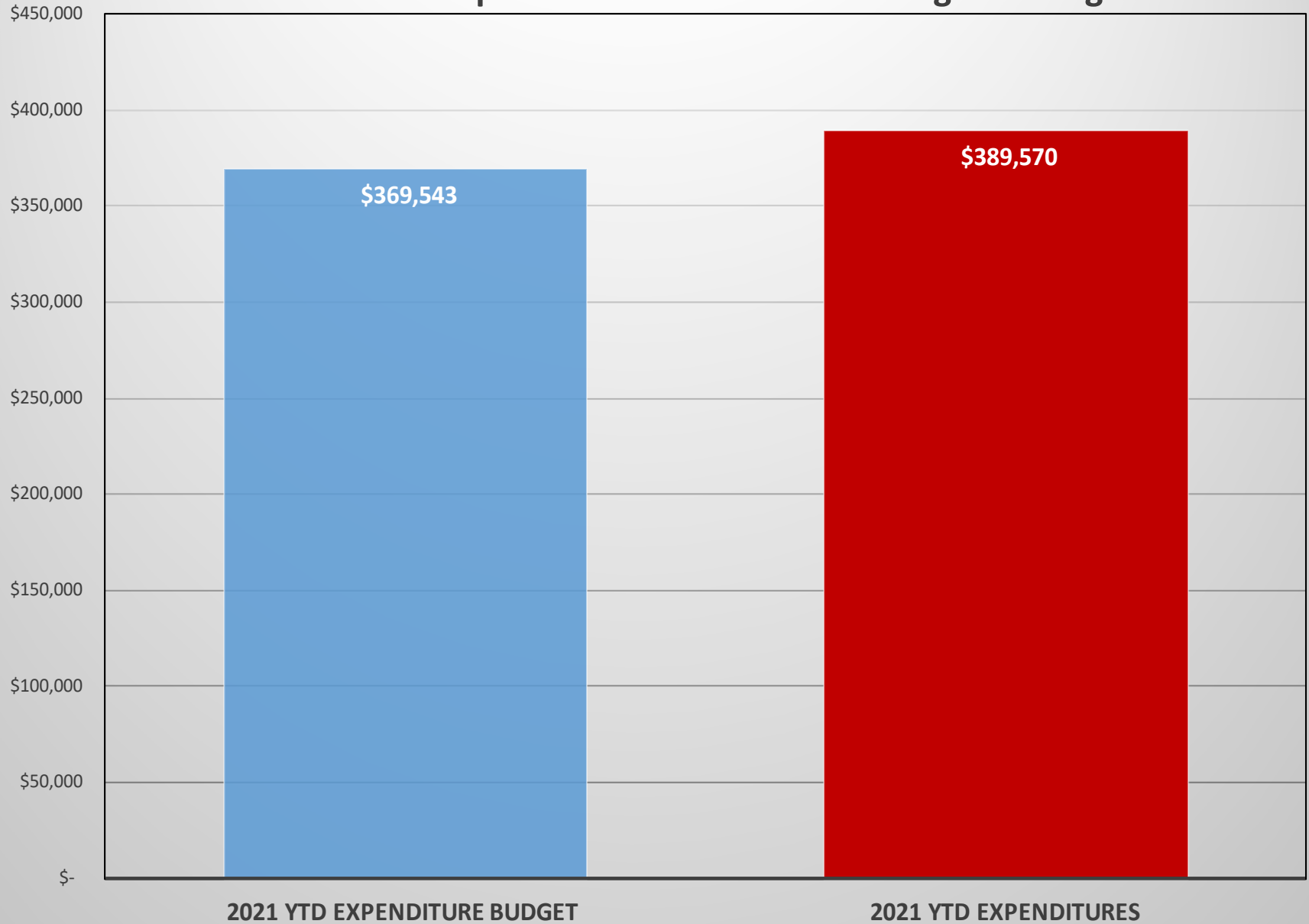
Park Fund

Total March 2021 YTD Expenditures vs. Total YTD Revenues

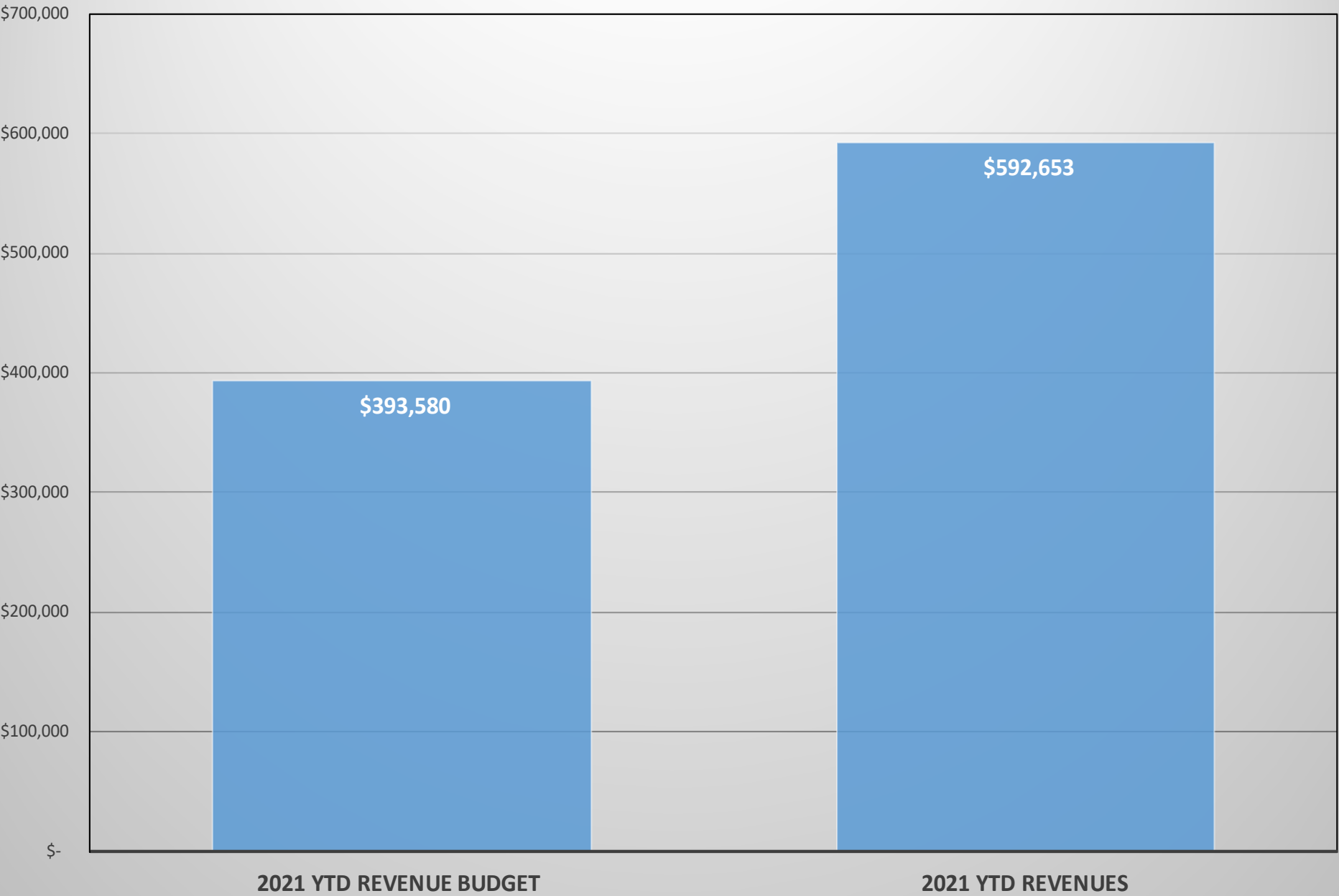


Golf Fund

March 2021 Expenditures vs. Historical Budget Average

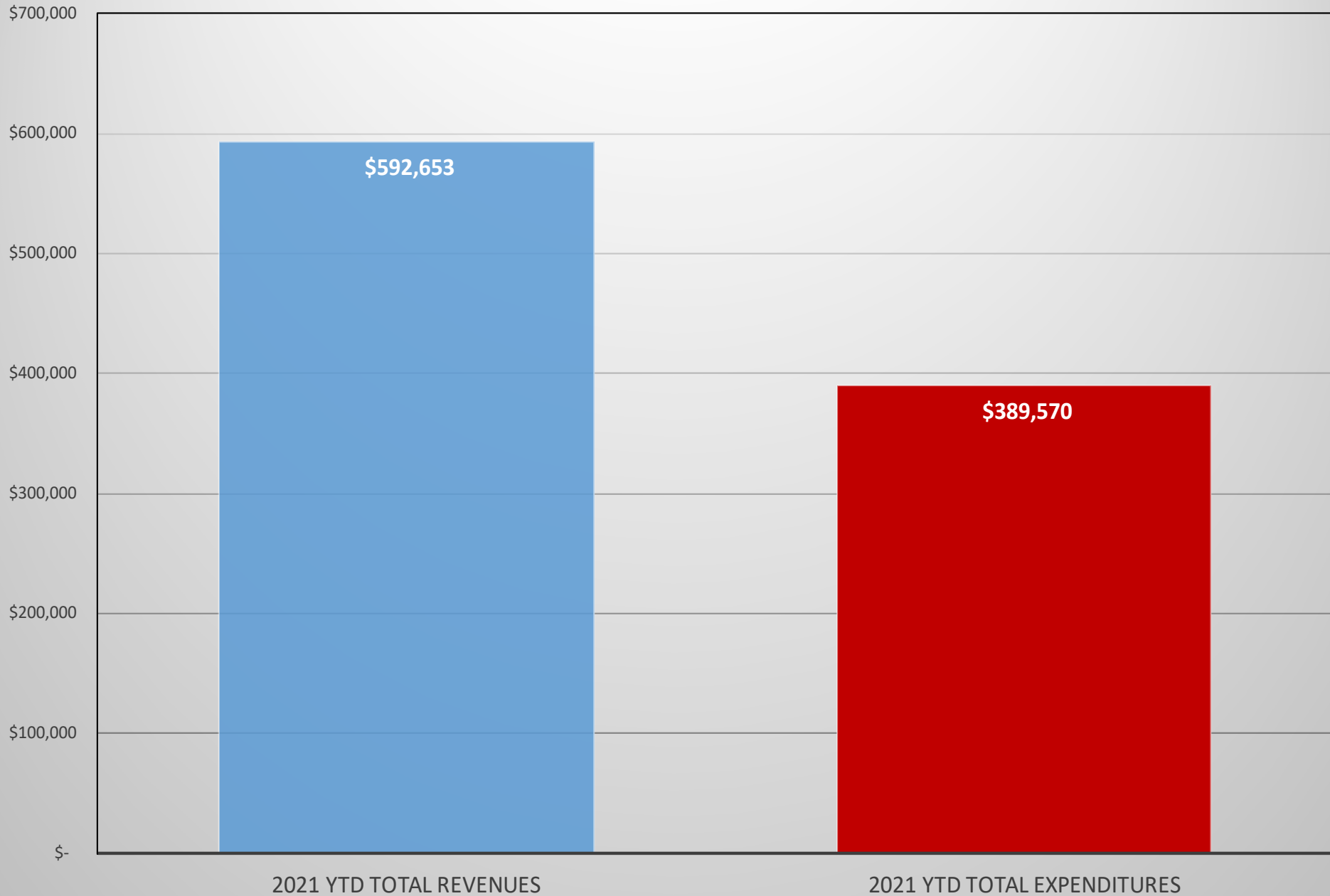


Golf Fund
March 2021 Total Revenues vs. Historical Budget Average



Golf Fund

Total March 2021 YTD Expenditures vs. Total YTD Revenues



Project Component	Budget Adopted December 2020	Expended as of March 31, 2021	Committed to Date	Budget Balance
1. South Bank West	\$ 10,412,530.00	\$ 10,412,530.00	\$ -	\$ -
2. South Bank Central	\$ 11,744,579.00	\$ 11,744,579.00	\$ -	\$ -
3. Howard St. SC Bridge	\$ -	\$ -	\$ -	\$ -
4. Promenades & Cent. Trail	\$ 8,515,817.00	\$ 8,088,117.00	\$ 398,385.86	\$ 48,314.14
5. Havermale Island	\$ 22,186,182.00	\$ 22,186,182.00	\$ -	\$ -
6. snxw mene?	\$ 756,742.00	\$ 201,742.00	\$ -	\$ 555,000.00
7. North Bank	\$ 10,133,837.00	\$ 9,386,727.00	\$ 1,100,180.52	\$ (3,210.52)
8. South Bank East	\$ 156,847.00	\$ 156,847.00	\$ -	\$ -
Program Level	\$ 4,488,758.00	\$ 4,249,506.00	\$ 163,462.03	\$ 75,789.97
Total	\$ 68,395,292.00	\$ 66,426,230.00	\$ 1,662,028.41	\$ 675,893.59

Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	April 6, 2021		
Requester	Fianna Dickson	Phone number: 6297	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Spokane Parks Foundation memorandum of understanding		
Begin/end dates	Begins: 04/08/2021	Ends: 12/31/2025	<input type="checkbox"/> Open ended
Background/history: Parks has a long-standing history of collaboration with the Spokane Parks Foundation. There were previously two agreements: a Fiscal Sponsorship Agreement and an MOU. Both agreements recently expired; this was an opportunity to combine the two documents into one agreement. This agreement is separate from the existing Campaign for Riverfront Spokane agreement, which expires in November 2022.			
Motion wording: Approve the Spokane Parks Foundation memorandum of understanding as presented			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Parks Foundation Name: Terri Fortner Email address: ed@spokaneparks.org Phone: 326-5233			
Distribution: Parks – Accounting Spokane Parks Foundation Parks – Pamela Clarke Garrett Jones Requester: Fianna Dickson Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding ("MOU") is between the CITY OF SPOKANE, a Washington municipal corporation, acting through its Parks and Recreation Division ("City") and the SPOKANE PARKS FOUNDATION, a Washington non-profit corporation ("Foundation"). For the purposes of this MOU the "Effective Date" shall be the date this MOU is fully executed by both City and Foundation.

City owns, operates and/or maintains, through its Parks and Recreation Division, parks and other recreational and entertainment facilities, and operates a variety of related programs and services ("Parks & Programs"). Foundation's purpose is to foster, encourage, and receive gifts, legacies, and devises (outright or in trust) to be used to make grants to acquire, provide, improve and equip park and recreational facilities for the public in Spokane and its adjacent areas within Spokane County; as well as to sponsor, assist or cooperate in and provide recreational, athletic, educational and scientific programs for the public in said areas.

City and Foundation desire to set forth their agreement regarding the use of funds raised by the Foundation specifically restricted for use by the City to operate the Parks & Programs.

NOW THEREFORE, in consideration of the mutual covenants, mutual benefits and synergistic effect created by entering this MOU, City and Foundation agree as follow:

1. Role of City. City owns, operates and maintains Parks & Programs for the benefit of the public and the City of Spokane. City will work independently, and also with Foundation, to solicit donations, recruit, manage and coordinate volunteer services for the Parks & Programs in compliance with this MOU and City's policies and project requirements. The parties acknowledge City may solicit donations, and recruit, manage and coordinate volunteer services to benefit Parks & Programs independent of the oversight and fundraising activities of Foundation. For both General and Specific Donations (as defined below) City will comply with donor intent, as conveyed to City by Foundation.
2. Role of Foundation. Foundation will work with City to solicit donations, recruit, manage and coordinate volunteer services for Parks & Programs in compliance with this MOU and City's policies and project requirements. Foundation will at all times maintain its status as a Washington nonprofit corporation exempt from federal income tax pursuant to §501(c)(3) of the Internal Revenue code to which contributions are deductible under §§170, 2055, and 2522 of the Internal Revenue Code. Foundation solicits and receives restricted and unrestricted charitable donations from donors. A restricted donation is one the donor designates for a specific purpose or project. Unrestricted donations are made without restriction and may be used as Foundation sees fit consistent with Foundation's tax-exempt purpose. This MOU only deals with gifts solicited and received by Foundation that are restricted by the donor to be used for Parks & Programs, i.e., restricted donations. Such donations are "General Donations" as defined below. A donor may further restrict their donation to a particular purpose or project within Parks & Programs, which are referred to below as "Specific Donations". Foundation will retain its usual and customary administrative fee from donations it receives for Parks & Programs, unless another administrative fee is specified in a separate agreement (such as a campaign agreement) between City and Foundation applicable to the donation.

3. Donations. Pursuant to the terms of this MOU, City may request, and Foundation may agree, to solicit and collect donations to support, enhance and promote Parks & Programs. Donations collected by Foundation are either "Specific Donations" or "General Donations" as these terms are defined herein. The collection, stewardship and allocation of donations will be carried out in a manner specific to the assigned category of each donation.
4. Specific Donations. Specific Donations are donations City requests Foundation to solicit and receive for specific programs or projects. If Foundation agrees to collect donations for a specific project or program, City and Foundation shall enter into a separate agreement (such as a campaign agreement), which details the project(s) or program(s) that benefit from such donations, the method and term of soliciting and collecting the donations, the stewardship and allocation of the donations, and Foundation's fee for providing its services. As of the Effective Date, City and Foundation are parties to the following agreements for Specific Donations:
 - a. Riverfront Park Campaign Agreement, under City Clerk's No. DPR-2017-0872.
 - b. The City of Spokane Memorial Bench Project Agreement as set forth in *Appendix A*, attached to this MOU.
5. General Donations. General Donations are donations to Foundation the donor designates for Parks & Programs that are not Specific Donations, i.e., are not solicited and received pursuant to a separate agreement as provided in paragraph 4, above. A donor of a General Donation, may, but need not designate their donation be used for a specific program or project within Parks & Programs. Without prior approval by City, Foundation may recruit, manage and coordinate volunteer services in connection with the solicitation and collection of General Donations, so long as such activities are at no cost to City. Upon request of City, Foundation will release General Donations to City, less the administrative fee retained by Foundation. City shall determine, subject to complying with donor intent, how to spend General Donations on Parks & Programs consistent with City's master plan.
6. Collaboration and Information Sharing. To carry-out the terms of this MOU, the parties agree to the following terms regarding collaboration and information sharing:
 - a. Pursuant to the bylaws of Foundation, a current member of the Park Board of the City of Spokane is appointed to Foundation's governing board. Furthermore, a representative of Foundation is invited to attend all meetings of the Park Board. This process enables the sharing of information relating to solicitation, receipt and expenditure of General and Specific Donations.
 - b. At least monthly Foundation will (i) share its financial statements and minutes of its board meetings with City, except for minutes taken during executive sessions, and (ii) provide City with an accounting of General Donations. Foundation will provide this information to the member of the Park Board serving on the Foundation's governing board.
 - c. Upon request of Foundation, City shall timely provide Foundation with City's (i) strategic and/or master plan(s) for Parks & Programs, and all amendments and revisions to such plans, and (ii) City's policies and project requirements applicable to Foundation's role under this MOU.

- d. If City requests Foundation to raise Specific Donations for a capital project, City shall provide Foundation with all material information pertaining to construction, maintenance and operation of the capital project, including requirements, restrictions, projected costs and timelines, additional funding sources, and a funding plan. If Foundation elects to engage in fundraising for the proposed capital project, the parties will negotiate a separate agreement setting forth the terms under which Foundation will participate in raising money for the project.
 - e. City may, but is not required to, notify Foundation of other organizations that plan to undertake events or activities intended to assist and improve Parks & Programs. City may, but is not required to, require such other organizations to collaborate with Foundation on any events or activities that are primarily intended to benefit Parks & Programs.
 - f. City may, but is not required to, provide, at no cost to Foundation, Foundation access, to City's parks and recreation facilities for Foundation fund raising purposes intended to benefit Parks & Programs.
 - g. At the discretion of the Director of the Parks and Recreation Division, and consistent with state and federal law, City may, but is not required to, assist Foundation with Foundation activities intended to benefit Parks & Programs. Such activities include, but are not limited to, tours of City parks, coordination of volunteers to clean up City parks, and events intended to create awareness of Foundation and its role in supporting Parks & Programs (pop up events).
 - h. City may, but is not required to, notify Foundation and provide Foundation with information necessary to determine the best methods for securing the donations when City becomes aware of donations, actual or potential, intended to benefit Parks & Programs. City and Foundation may collaborate in pursuing such donations so as to maximize the benefit to Parks & Programs.
 - i. When promoting Parks & Programs, Foundation shall comply with City's communications/social media policy, and City's naming policy, as both may be amended from time to time.
 - j. City will recognize gifts received from or through Foundation in City's annual report.
7. Notice of Non-Compliance. In the event of non-compliance with any provision of this MOU, the non-breaching party shall notify the other party in writing of the event or practice the non-breaching party believes does not comply with this MOU. The other party shall, within 15 days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this MOU by providing written notice of such termination to the breaching party.
- a. In the event of termination under this Section 7, Foundation shall provide City with an accounting of all funds held by Foundation, including any Specific or General Donations held by Foundation. Any agreement for Specific Donations shall survive the termination of this MOU as consistent with the terms of such agreement. General Donations will be disbursed pursuant to Section 5 of this MOU.

8. Term & Termination. This MOU shall become effective upon execution by both parties and shall terminate on December 31, 2025, unless earlier terminated. This MOU may be terminated by either party, without cause, on at least sixty (60) days prior written notice. In the event of termination, the parties shall have the same obligations as set forth in Section 7.a of this MOU.
9. Ownership/Use after Project Completion. All Parks & Programs projects funded with donations raised by Foundation will be owned and maintained by City and used according to City policies.
10. Assignment. Neither party may assign, transfer, or subcontract, in whole or in part, its interest in this MOU without the prior written consent of the other party.
11. Anti-Kickback. No officer or employee of the City or Foundation, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in this MOU.
12. Indemnification. Each party shall be responsible for any and all acts and omissions of its staff, employees, officers, agents and independent contractors. Each party shall 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 breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this MOU.
13. 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 MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.
14. Entire Agreement and Amendment. This MOU and its appendices represent the entire agreement of the parties with respect to the matters specified herein.
15. Governing Law and Venue. This MOU is governed by and construed under the laws of the State of Washington. Venue for any actions arising under this MOU shall be in Spokane County, Washington.
16. Severability. Any provision of this MOU that is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this MOU.

17. Contact Information. All notices and communications between City and Foundation pursuant to this MOU shall be directed as follows:

If to City:

City of Spokane Parks & Recreation
Attn: Director of Parks & Recreation
80 W Spokane Falls Blvd,
Spokane, Washington 99201

If to Foundation:

Spokane Parks Foundation
Attention: Executive Director
P.O. Box 8127
Spokane, Washington 99203

CITY OF SPOKANE PARKS AND RECREATION DIVISION

a Washington municipal corporation

By _____

Date _____

(Name) _____

(Title) _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SPOKANE PARKS FOUNDATION

a Washington non-profit corporation

By *Terril Fortner*

Date *25 February 21*

(Name) *TERRI FORTNER*

(Title) *Executive Director*

Appendix A



City of Spokane Memorial Bench Program

The City of Spokane Parks and Recreation Division has transitioned their memorial bench program to the Spokane Parks Foundation for management and stewardship. As such, the Spokane Parks Foundation will take on the following responsibilities:

1. Accept a minimum donation of \$5000 per memorial bench. This donation amount includes the cost of a standard bench, site prep, installation and future repairs, as well as Foundation's administrative fee and the cost of the recognition plaque.
2. Work with the donor to receive the donation and complete the Memorial Bench Donation Form
3. Determine donor wishes for bench location and text for recognition plaque
4. Request approval from the City on site location and plaque text
5. Work with an engraver and the donor to finalize the recognition plaque
6. Provide the recognition plaque to the City for installation
7. From each donation Foundation will retain 10% as its administrative fee, and will purchase the recognition plaque. Remaining funds will be placed in a designated account; the Memorial Bench Program fund. Upon receipt of appropriate invoices, Foundation will reimburse the City of Spokane Parks and Recreation Division from the Memorial Bench Program fund the cost of the bench, site preparation and installation. Funds remaining after paying these expenses, if any, will be retained in the Memorial Bench Program account to be used for bench repairs. Foundation will have no liability to pay for bench repairs beyond funds in the Memorial Bench Program account.
8. SPF will report to the City the account balance in the Memorial Bench Program fund once per quarter. This account reporting will be done at the same time that SPF reports its other financial reports to the City and Park Board.

The City of Spokane agrees to:

1. Provide a master list of available bench sites throughout the park system
2. Install approved memorial benches and recognition plaques
3. Invoice the Foundation for any expenses associated with bench purchase, site prep, installation, and future repairs.

Appendix B

City of Spokane Parks Sponsorship, Donation and
Naming Recognition Policy (subject to update/change)

10/27/17

AGENDA SHEET FOR PARK BOARD MEETING OF: Oct. 12, 2017



Submitting Division
Parks & Recreation

Contact Person
Leroy Eadie

Phone No.
625-6204

LGL 2011-0031

CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

Department: ☒ Finance ☐ Operations ☐ Recreation/Golf ☐ Riverfront Park

Committee: ☒ Finance ☐ Golf ☐ Land ☐ Recreation ☐ Riverfront ☐ UFTC

Type of contract: ☐ New ☐ Renewal ☐ Amendment ☐ Extension ☒ Other

Beginning date: 10/12/17 Expiration date: _____ Open ended ☒

AGENDA WORDING:

Approve the Sponsorships, Donations and Naming Recognition Policy revisions

RECEIVED

OCT 26 2017

CITY CLERK'S OFFICE

BACKGROUND:

(Attach additional sheet if necessary)

The original policy from 2011 has been updated to better serve the needs of both Parks and Recreation, and community supporters. Key changes include a reorganization for improved clarity and highlights in gray.

RECOMMENDATION:

Finance Committee approves to offer to the Park Board.

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

Revision of policy, changes marked by gray highlights. + Change on dir to 10.3.1

SIGNATURES:

Requester - Leroy Eadie _____ Dept. Manager _____

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

DISTRIBUTION:

Parks: Accounting

Parks: Pamela Clarke

Budget Manager: Tim Dunivant

Requester: _____

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

Oct. 12, 2017

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure: <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;">0</div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div>	<div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div>
Revenue: <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;">0</div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div>	<div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 2px;"></div>

☐

Existing vendor

☐

New vendor – If so, please 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: _____

☐

W-9 (for new contractors/consultants/vendors) ACH Forms

☐

(for new contractors/consultants/vendors) Insurance

☐

Certificate (minimum \$1 million in General Liability)

CITY OF SPOKANE
PARKS AND RECREATION DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 1400-11-07
LGL 2011-0031

**TITLE: SPONSORSHIPS, DONATIONS, NAMING RECOGNITION OF PARKS
AND RECREATION AREAS OR FACILITIES**

EFFECTIVE DATE: JULY 14, 2011

REVISION EFFECTIVE DATE: OCTOBER 12, 2017

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- 2.0 DIVISIONS/DEPARTMENTS AFFECTED
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- 8.0 NAMING OF A PARK, FACILITY OR FEATURE
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- 10.0 PLANNING AND FULFILLMENT
- 11.0 TERMINATION
- 12.0 RESPONSIBILITIES
- 13.0 APPENDICES

1.0 GENERAL

Spokane Parks and Recreation is a Division of the City of Spokane whose services are primarily funded from the City's general fund. In recent years demands upon these funds have increased, a trend that is expected to continue.

To maintain and enhance the City's parks and recreation system, Spokane Parks and Recreation is actively seeking to establish revenue streams and resources that will increase Parks' ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

This policy will provide opportunities for the private sector to invest back into the community.

2.0 DIVISIONS/DEPARTMENTS AFFECTED

This policy and procedure shall apply to the Spokane Parks and Recreation Division.

3.0 REFERENCES

City Charter - Section 48. Park Board - Powers

4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

- 4.1 "Advertising" - a form of marketing that is paid for by an individual or organization to attract the public's attention to a particular product or service.
- 4.2 "Division" - Spokane Parks and Recreation Division
- 4.3 "Department Directors" - senior Parks and Recreation management directly under the Director of Parks and Recreation or the Executive Officer who have responsibility for parks and recreation departments.
- 4.4 "Historical or Prominent Individuals/Families/Groups"- individuals, families or groups that have a historical connection to the City's heritage or have in some way made significant contributions to the Spokane community.
- 4.5 "Individual and Family Giving" – A donation garnered from members of the general public who desire to contribute financially to the Division, for which there may be some mutually agreed upon recognition benefit. Donations are typically driven by fondness or affection for Parks and Recreation, desire to memorialize self or loved ones, or in support of the Division mission.
- 4.6 "Interpretive sign" - a sign within a park that interprets natural, historic and/or cultural features.
- 4.7 "Logo" - a symbol or name that is used to brand an organization.
- 4.8 "Marketing" - all forms of promotional efforts to attract the public's attention to a particular product or service. Marketing opportunities offered to sponsors are specific to each sponsorship and detailed in the agreement in accordance with City laws and Division policies.
- 4.9 "Memorials and tributes" – plaques, benches, trees or other elements designed to honor an individual and/or in recognition of a contribution.
- 4.10 "Naming rights" – A financial transaction and form of advertising whereby a corporation or another entity purchases the right to name a park asset, typically for a defined period of time of three to 20 years, with the intent to promote its brand or market its programs and services.
- 4.11 "Park" – Division property designated as a park.

- 4.12 "Park asset" – Physical Division amenities, features and facilities identified by the Park Board as an opportunity for naming rights or individual and family giving.
- 4.13 "Park facilities" - buildings, outdoor fields, recreation, sports or entertainment facilities in which structured and unstructured activities are provided.
- 4.14 "Park feature" – fountains, artwork, amenities and similar.
- 4.15 "Plaque" - a flat memorial plate containing information that is either engraved or in bold relief that may be affixed to a park asset or displayed in a public place as a form of recognition.
- 4.16 "Program sponsorship" – A payment or in-kind service by a business to support a program, activity or special event of the Division in return for certain recognition benefits. Sponsorships will generally be a year or less in duration and not associated with a permanent park asset.
- 4.17 "Recognition benefits" – Opportunities provided to the sponsor or donor as an incentive or appreciation for charitable donations.
- 4.18 "Sign" - a structure that is used to identify a specific park, to convey directions/rules to park users, and/or to inform about a project or attraction. May be temporary or permanent.
- 4.19 "Sponsorship or donation agreement" - the legal instrument that sets out the terms and conditions agreed upon by the parties.

5.0 POLICY

- 5.1 It is the policy of Spokane Parks and Recreation Division to actively seek sponsorships, charge fees for advertising, and to accept donations and gifts where appropriate, for its events, services, parks, equipment and facilities. The purpose of such is to increase the Division's ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.
- 5.2 In appreciation of this support, it is the policy of the Division to provide suitable acknowledgement and recognition of these contributions. The recognition shall adhere to the aesthetic values and purpose of the Division's parks, facilities, and services, and to the recognition guidelines outlined in this policy.
- 5.3 Sponsorships and donations will be considered for the following broad

types of activities:

- 5.3.1 Event Sponsorship - financial or in-kind support for an event organized by the Parks Division on park property. Depending on the details of the agreement, the sponsor's name may or may not be directly linked to the event (e.g., a title sponsorship), and the sponsor may have a variety of temporary marketing opportunities.
 - 5.3.2 Park Facility or Feature - financial or in-kind support associated with the design, construction and/or ongoing maintenance and operation of a particular park or recreational, sport, entertainment or cultural facility. Recognition opportunities are negotiated with the agreement.
 - 5.3.3 Program Sponsorship - financial or in-kind support that facilitates the ongoing delivery of a particular citywide or site-specific program. Recognition of the sponsor could be associated directly to the program, or other marketing opportunities could be available, depending on the terms of the agreement.
 - 5.3.4 Memorials or Tributes – plaques, trees or similar in honor of a person or persons, with recognition benefits outlined in the proposal and agreement.
- 5.4 All sponsorships, gifts, donations, naming recognition, memorials, tributes and plaques shall be formalized legally in writing through a Sponsorship or Donation Agreement, and signed by a representative from each party.
- 5.4.1 The agreement should include a clear statement of the purpose, financial value, benefits associated including specific recognition and marketing opportunities, total costs, maintenance and replacement, each party's roles and responsibilities, and term and termination provisions.

6.0 GUIDING PRINCIPLES

The following principles form the basis of the Division's consideration of sponsorships, gifts and naming requests, and have been established to ensure all considerations are treated equitably.

- 6.1 Sponsorship, gift and donation proposals:
 - 6.1.1 Must directly relate to the intent of the facility or park, and its master plan or business plan.
 - 6.1.2 Cannot be made conditional on Division performance.
 - 6.1.3 Will not be accepted from organizations whose mission conflicts with the mission of the Division.
 - 6.1.4 Will provide a positive and desirable image to the community.
 - 6.1.5 Will provide benefits commensurate with the relative value of the sponsorship.
 - 6.1.6 Cannot limit the Division's ability to seek other sponsors.
 - 6.1.7 Will include an operating endowment or operating donation if the gift requires a level of service, maintenance or service

beyond current staffing levels.

6.1.8 Will enhance the design and visual integrity of the park/facility.

6.1.9 Will be evaluated individually and shall include, but not be limited to: products/services offered; sponsor's record of involvement in environmental stewardship and social responsibility; principles of the sponsor; sponsor's rationale for its interest; sponsor's expectations; and sponsor's timeliness and/or readiness to enter into an agreement.

6.2 Ethical Considerations

6.2.1 Sponsorships, gifts and donations may come with unintended consequences and need to receive careful consideration. On occasion, the Division may need to reject an offer under circumstances including, but not limited to: the potential sponsor contemporaneously seeks to secure a contract, permit or lease; the potential sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies and/or planning documents; acceptance of a potential sponsorship would create a conflict of interest or policy (e.g., sponsorship from a tobacco company, political organization; the potential sponsor is in litigation with the City of Spokane.)

7.0 RECOGNITION OF SPONSORSHIPS AND GIFTS

7.1 The following principals will guide the recognition:

7.1.1 The recognition shall not detract from the visitors' experience or routine use, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.

7.1.2 All forms of recognition must meet Division design and maintenance guidelines.

7.1.3 Recognition shall not suggest in any way the endorsement of a sponsor's goods or services by the Division, or any proprietary interest of the sponsor in the Division.

7.1.4 All sponsorship, donation or naming rights agreements will be for a defined period of time having regard to the value and the life of the asset involved.

7.1.5 Benefits will be provided at a level of recognition and will specify costs commensurate with the contribution, as outlined in an annual plan by the Division.

7.1.6 All sponsorship marketing materials must be approved by the Division's Communication Manager.

7.1.7 The Division's Communication Manager must approve the use of the City's or Parks and Recreation's logos by the sponsor in their business publications.

7.1.8 All signs must comply with city ordinance.

- 7.2 Forms of recognition: The Division wishes to work closely with each donor to provide recognition that is meaningful to the donor. Acknowledgement may include one or more of the following:
 - 7.2.1 A thank you letter.
 - 7.2.2 Publicity through printed materials, publications, the Division website, social media, media releases, and through the sponsor's channels. Design standards of the Parks and Recreation Division will apply.
 - 7.2.3 Events such as a groundbreaking or ribbon cutting ceremony, private group tour or photo opportunity.
 - 7.2.4 Mayor, City Council and/or Park Board member acknowledgement at civic functions.
 - 7.2.5 Designated seating at an event, passes to an event, waived fee for facility use, or similar.
 - 7.2.6 Commemorative recognition such as a memorial, plaque or tribute (see Section 9.0).
 - 7.2.7 On-site recognition such as a temporary or permanent sign.
 - 7.2.7.1 The form of any on-site recognition shall be of an appropriate size and color, and shall not detract from the park surroundings or any interpretive message.
 - 7.2.7.2 The Division Communication Manager shall determine approval of the sign/plaque style and design, and inclusion of a sponsor's name and/or logo.
 - 7.2.7.3 The placement of temporary signs and plaques shall be determined between the Communication Manager and the appropriate Department Director. In the event of consensus not being reached, the Parks and Recreation Director's decision shall be final.
 - 7.2.7.4 Permanence of the sign is limited to the life of the asset.
 - 7.2.8 Name association to an event, program or project.
 - 7.2.9 Naming of a facility, feature or park (see Section 8.0).
- 7.3 Determining the form of recognition
 - 7.3.1 Annually, sponsor/donor opportunities and recognition tiers should be developed and/or reviewed by the Communication Manager and/or consultants or staff designated by the Director in collaboration with appropriate Department Directors.
 - 7.3.2 Annually, recommended sponsor/donor opportunities and recognition tiers should be presented to and approved by the Director and the Park Board.
 - 7.3.3 In determining the type and extent of recognition benefits, current market research data and cost analyses will be used to determine the value for each tangible and intangible benefit offered.
 - 7.3.4 If a recognition plan involves naming of a park, facility or feature within a park, the naming procedures will apply (Section 8.0).
- 7.4 Sample of sponsor/gift opportunities and recognition tiers: Each

sponsorship is negotiated and tailored; however, a hierarchy of benefits is associated with varied levels of sponsorships. The following are examples of benefits that may be included at various levels:

- 7.4.1 Lower investments may offer banner placements, give-away opportunities, recognition without logo in publications and social media, mention in a press release, recognition in remarks at the event, and recognition on site signs.
- 7.4.2 Mid-level investments may offer the above in addition to logo placement or advertisements in publications/print materials (e.g., the Activity Guide) and social media, passes or special access to events, product sampling, and waived fees for facility use.
- 7.4.3 High-level sponsorships may include the above plus name association to an event or program, designation as the official sponsor of an event or program, permanent signs or plaques, or naming rights of a park, facility or feature.

8 NAMING OF A PARK, FACILITY OR FEATURE

The following principles form the basis of the Division's consideration of naming or re-naming parks, facilities and features within a park (e.g., "Acme Park" or "Acme Field" or "Acme Fountain"). They do not apply to the associated naming of an event, program or project (e.g., "Acme Skate Night" or "Acme Softball Tournament"); those are temporary program name associations in accordance with the annual sponsor opportunities.

- 8.1 In accordance with the City Charter, Section 48, the Park Board may designate by name any park and structures thereon.
- 8.2 The recommendations for park, facility and feature names will be based on and chosen from the following criteria:
 - 8.2.1 Historic events, places and people related to Spokane and the region
 - 8.2.2 Exceptional individuals who have positively impacted parks and recreation in Spokane and the region
 - 8.2.3 In commemoration of a group or individuals who perished or survived a tragic event or war
 - 8.2.4 A suitable program or community related name which denotes an appropriate linkage to its function
 - 8.2.5 Living nominees must have been deemed by Park Board and the community to have made an outstanding contribution to the City
 - 8.2.6 Living political nominees must be retired from political life for at least five (5) years
 - 8.2.7 In recognition of a significant donation covering one or preferably more of the following:
 - 8.2.7.1 Sixty percent (60%) or more of the cost of the particular park or facility, or one hundred percent (100%) of the feature
 - 8.2.7.2 Deeding to the City all of the land on which the park,

- facility or feature will be situated
- 8.2.7.3 Some long-term endowment for the repair and maintenance of the donated park; facility or feature
- 8.2.7.4 The provision of costs that will service program needs
- 8.2.8 The duplication or repeat use of names will be avoided, where possible.
- 8.3 Renaming of a Park, Facility or Feature
 - 8.3.1 Proposals to rename parks are not allowed unless Park Board determines a legitimate public interest to do so.
 - 8.3.2 Proposals to rename facilities or features will be considered in accordance with any naming rights agreements (e.g., a 10-year agreement for naming rights to "Acme Fountain.")
- 8.4 Process for Naming Parks, Facilities and Features
 - 8.4.1 Anyone wishing to propose a name for a park, facility or feature must submit a written request to the Director. The request should include a brief synopsis of the reasons for the proposed name.
 - 8.4.2 All naming opportunities shall be developed under the guidance of the Communication Manager and/or a designated consultant in collaboration with the appropriate Department Director.
 - 8.4.3 The Communications Manager or other Parks staff may meet with neighborhood representatives, other City government organizations (e.g., Historic Preservation, Planning Services), or organizations concerned with parks and/or park facilities in order to prepare a recommendation.
 - 8.4.4 For assets with an annual contract dollar value at or less than \$20,000/year and/or at or less than five (5) years in duration, decisions about naming rights will be made within the Division and appropriate Department, and will not require Park Board approval (only Park Board notification through the appropriate committee).
 - 8.4.5 For assets with an annual contract dollar value greater than \$20,000 and/or greater than five (5) years in duration, the naming rights proposal will be submitted to the Park Board through the appropriate committee for approval.
 - 8.4.6 Accepted proposals will adhere to the City Charter, and all other relevant guidelines and procedures as previously outlined.
 - 8.4.7 If a new park or facility is completed and no fitting suggestion for a name has come from the community or in association with a gift, the Park Board will select a name and may involve community outreach (e.g., nominations, contest, etc.).

9.0 MEMORIALS, PLAQUES AND TRIBUTES

The following principles form the basis for the Division's consideration of memorial, plaque or tribute proposals and to help prevent proliferation of memorials, plaques and tributes:

- 9.1 Memorials, plaques or tributes should benefit the general public as a first priority with the benefit to the donor or honoree as a secondary goal.

- 9.2 Inventory options vary by location and are dependent upon space and need. The Director or Assistant Director of Park Operations will review and approve all requests.
- 9.3 An agreement will be consummated to include responsibilities related to the memorial or plaque, including but not limited to: installation costs including on-going upkeep, and replacement or repair costs.
- 9.4 Proposals of memorials, plaques or tributes in parks and recreation areas may include:
 - 9.4.1 New trees, tree replacement or seasonal planting beds;
 - 9.4.2 New or replacement park benches, picnic tables, barbeque pit stands, drinking fountains, or trash receptacles;
 - 9.4.3 New or replacement picnic shelters, play equipment or water misting stations
- 9.5 Accepted proposals will adhere to all other relevant guidelines and procedures as previously outlined.
- 9.6 Process for Memorials, Plaques and Tributes
 - 9.6.1 All memorial and plaque requests must be in writing and shall be referred to the Communication Manager.
 - 9.6.2 The Communication Manager is responsible for evaluation of requests and the provision of a recommendation to the Director of Park Operations or appropriate Department Director.
 - 9.6.3 The Communication Manager will liaise with the appropriate Department Director to execute the necessary agreement and benefit recognition provisions.

10.0 PLANNING AND FULFILLMENT

- 10.1 Sponsor and donation recognition will be determined as outlined in Section 7.0.
- 10.2 Solicitation Planning
 - 10.2.1 The Communication Manager and any designated consultants, in consultation with the Division Director and appropriate Department Directors, shall develop an on-going accrual plan that includes prioritized opportunities for the purpose of solicitation.
 - 10.2.2 Sponsorships and giving opportunities are either initiated by the Division through a formal Request for Sponsors (RFS) process, initiated by the Division or their representative based on perceived potential interest of a specific sponsor/donor, or self-initiated by the potential sponsor/donor.
 - 10.2.3 Identified opportunities shall be approved by the Director and subsequently communicated to the Spokane Parks

Foundation to facilitate an integrated approach to the procurement and management of sponsorships and gifts/donations by the two organizations.

10.2.4 Selected Parks and Recreation staff, Park Board members, and elected officials may be tasked with soliciting sponsors in accordance with the plan and upon their willingness.

10.2.5 All unsolicited sponsorship proposals shall be referred to the Communication Manager or designated consultant who shall be responsible for their evaluation and the provision of a recommendation to the appropriate authority level.

10.3 Fulfillment of Agreements

10.3.1 The Communication Manager shall liaise with the appropriate Department Director or their designee to execute the necessary sponsorship agreement and benefit recognition provisions.

10.3.2 Fulfillment of the promised recognition shall be the shared responsibility of the Communications Manager and the appropriate Department Director or their designee.

10.4 Monitoring and Performance Reporting

10.4.1 It will be reported annually by the Communication Manager or designated consultant to the Park Board the number of active sponsorships/donations and their dollar value.

11.0 TERMINATION

The Division reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement that result in a conflict with this policy or if the agreement is no longer in the best interests of the Division. Decisions to terminate an agreement shall be made by the Director. Circumstances include but may not be limited to: the sponsor seeks to impose conditions that are inconsistent with the Division's mission, values, policies, and/or planning documents; a conflict of interest or policy arises during the agreement period; the potential sponsor is in litigation with the City of Spokane.

12.0 RESPONSIBILITIES

The Director of Parks and Recreation shall administer this policy.

13.0 APPENDICES

None

APPROVED BY: Pat Dalton

Director of Parks and Recreation

Date:

~~Date~~

Spokane City Clerk (10/27/17)



Appendix C

City of Spokane Social Media Policy (subject to update/change)

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0330-13-01 LGL 2010-0014
TITLE: SOCIAL MEDIA EFFECTIVE DATE: April 30, 2010 REVISION EFFECTIVE DATE: July 3, 2013	

1.0 GENERAL

- 1.1 The purpose of this policy is to define the individual and departmental responsibilities for the acquisition and use of the City's social media.

1.2 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City departments and divisions.

3.0 REFERENCES

Email: City Policy ADMIN 0620-05-55
Internet Access: City Policy ADMIN 0620-05-56.

4.0 DEFINITIONS

- 4.1 "Social media" includes blogs and new shared information sites such as Twitter, Facebook, Pinterest, YouTube, Tumblr, Google Plus, Instagram, LinkedIn, etc. Such sites allow departments to distribute information through an additional public Internet presence. They are hosted outside of the City's network.

5.0 POLICY

5.1 Statement of Policy

- 5.1.1 Social Media is an evolving part of public communications efforts, and the City of Spokane is using blogs, Twitter, Facebook accounts, etc. to further enhance the City's outreach and provide an additional avenue to disseminate public information to constituents. Social media's immediate reach creates a demand for thoughtful use and dissemination of information.
 - 5.1.2 Division directors must approve the creation of social media accounts within their divisions and designate specific staff members to maintain the sites. The division directors also are responsible for monitoring appropriate use of the sites by their employees.
 - 5.1.3 No social media account shall be approved for departments or programs that do not generate enough news-worthy content to routinely post two (2) to three (3) times per work day.
 - 5.1.4 Staff members designated to write, post, and respond to items on social media sites act as additional public spokespersons for their department, division, and the City of Spokane. The City expects those staff members to adhere to best practices and to use common sense when using online outreach and community building. Staff must always remember that professional and personal lines can easily blur online, and at all times, they are representing their employer in their online interactions.
 - 5.1.5 All approved uses of social media must be reported to the City's Communications Director, who will maintain an overall inventory of such sites.
 - 5.1.6 Departments or programs without social media accounts are encouraged to send items to the Communications Department for posting on general City social media pages.
- 5.2 Employees are expressly forbidden to misuse any Social Media access privileges in any way that may include, but are not limited to:
- a. Using Social Media accounts for unlawful activities, including violations of copyright law, or for activities that are malicious or have a harassing effect on other users.
 - b. Violating the acceptable use policies of any network to which they connect to the account.

- c. Misrepresenting the City's brand, programs or policies in their communications.

6.0 PROCEDURE

- 6.1 Employees must get approval from their division director prior to creating a Social Media account for work-related purposes.

6.2 General Provisions

- 6.2.1 Some comments to City posts will need an answer. The answer needs to be timely and accurate.
- 6.2.2 Respect the account's audience and the City's workplace rules. Anything that is not acceptable in the workplace is not acceptable online—personal insults and obscenities, ethnic slurs, etc. Do not engage in topics that may be considered objectionable, inflammatory or derogatory.
- 6.2.3 Social media is subject to record retention requirements as set by state law.
- 6.2.4 All social media accounts must be connected to the City's social media archiving service for public records purposes.

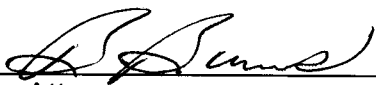
7.0 RESPONSIBILITIES

The Communications Department, in cooperation with the Human Resources Department, along with the City's division directors, is responsible for administering this policy.

8.0 APPENDICES

City of Spokane Social Media Tips


APPROVED BY:



City Attorney (Asst)

5-22-13

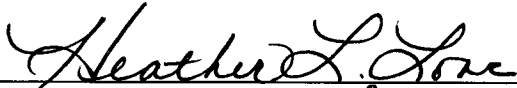
Date



Director – Communications

5/29/13

Date



Director – Human Resources

6.12.13.

Date



City Administrator

6/18/13

Date

City of Spokane Social Media Tips

Social Media is an emerging part of the City of Spokane's communications efforts. The Public Information and Communications staff are the primary leads on the use of social media. The use of blogs, Twitter, Facebook accounts, etc., are intended to further enhance the City's outreach, not replace other, more traditional, forms of outreach. The City expects staff entrusted with maintaining social media accounts to use best practices and common sense when engaging in on-line outreach and community building.

Be aware that professional and personal lines can easily blur on-line. If employees represent the City publicly, they should be prepared for people to find their names in social media circles, too.

- 1) Be honest and open.
- 2) Employees should identify themselves by name and role at the City.
- 3) Try to add value. The City's brand is best represented by its employees. What departments publish will reflect upon the City's reputation regarding the quality of work and services that are provided to the community.
- 4) Follow copyright and fair use laws.
- 5) Remember social media is subject to record retention, as set by state law.
- 6) If the employee publishes content to a site outside of the City of Spokane, make it clear that the employee is representing the City.
- 7) Do not pick fights; consider the tone of the response being given.
- 8) A Facebook or Twitter account needs frequent posts. One (1) to three (3) posts per day per account. Employees should plan out material that they can post about in their work day – weekly if possible – as a supplement to opportunistic content.
- 9) Social media and blog posts should be more casual than a new release. Both short and long-term entries work for the blog. Twitter is one hundred forty (140) characters, one hundred twenty (120) is ideal so it can be "re-tweeted."
- 10) Images drive (solicit or attract versus drives) views of social media posts and should be used frequently and include persons whenever possible.
- 11) Potential posts:

- a. Highlight a news release or other happening that would be of interest to people. e.g., community garden, Parks new pool and splash pads.
 - b. Interesting information about a department that is not worthy of full news release.
 - c. Interesting facts about the City and its programs during a particular time of year. e.g., summer street construction, Spokane river clean-up.
- 12) Follow key blogs and Twitter feeds related to the programs and services of the City. Know what individuals are saying about the City. Talk to the appropriate department head or Communications team if issues arise that need attention.
- 13) Employees should respect their audience and the City's workplace rules. Anything that is not acceptable in the workplace is not acceptable online—personal insults and obscenities, ethnic slurs, etc. Do not engage in topics that may be considered objectionable or inflammatory.

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	April 8, 2021		
Requester	Nick Hamad	Phone number: 509-363-5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Garco Construction, Inc., renovation construction contract/Riverfront Park north suspension bridge (\$2,129,949, tax inclusive)		
Begin/end dates	Begins: 4/8/2021	Ends: 3/1/2022	<input type="checkbox"/> Open ended
Background/history: This project contracts with the low responsive bidder for construction of the north suspension bridge renovation project in Riverfront Park. Improvements include bridge concrete deck replacement, steel framing repairs, historically compliant railing modifications, drainage improvements, lighting upgrades and concrete vault lid replacement.			
Motion wording: Approve Garco Construction, Inc. north suspension bridge renovation construction contract in the amount of \$2,129,949, tax inclusive			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Garco Construction Name: Clancy Welsh Email address: tloucks@garco.com Phone: 509.535.4688			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$505,000.00 Budget code: 3346 \$ Remaining 1950 balance dedicated to bridge 1950 54920 94000 56311 \$ Contract balance remaining after 1950 funds 1400			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 600-297-734 Business license expiration date: 9-30-2021 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



Riverfront Park

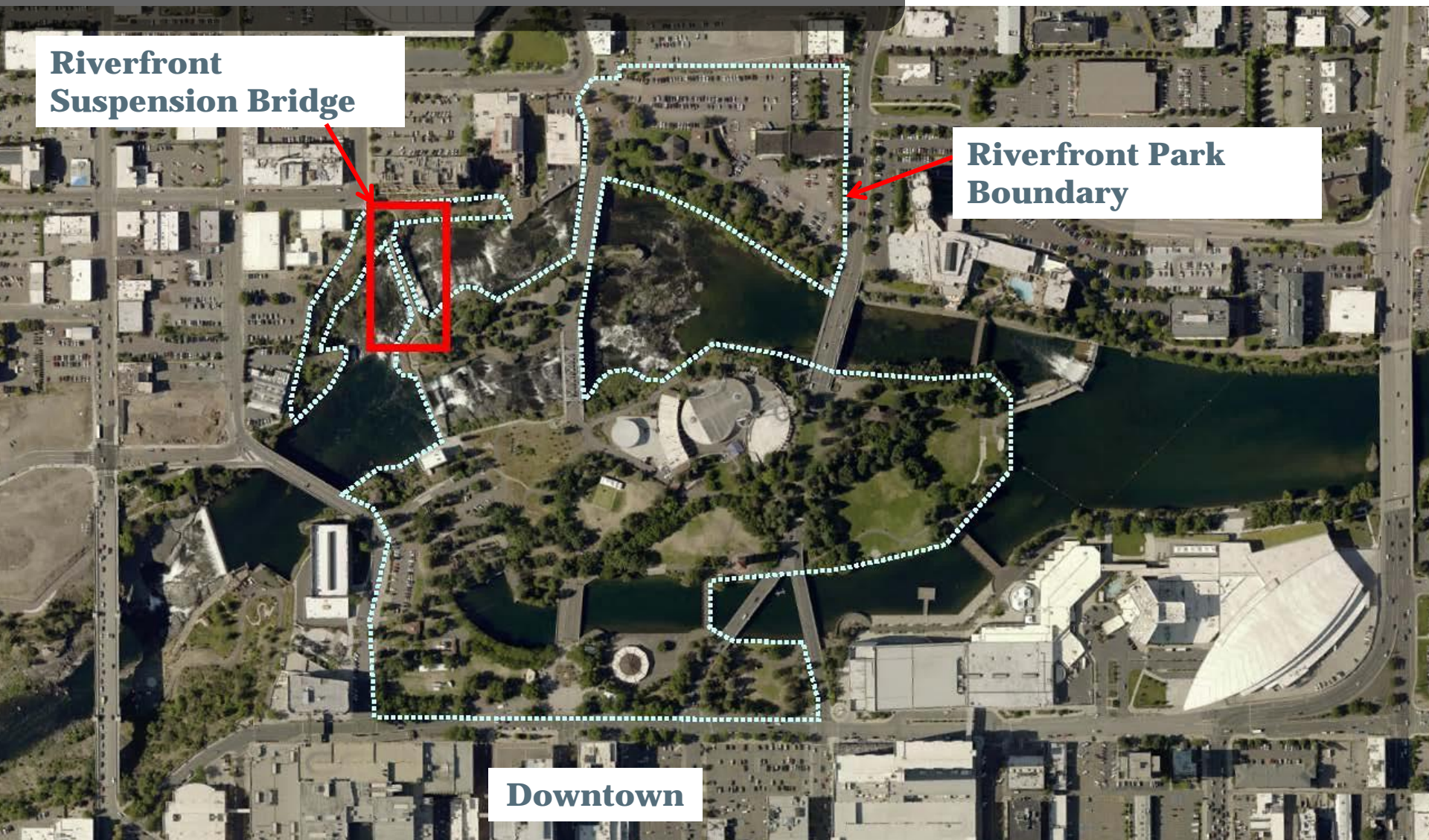
Suspension Bridge Renovation
Construction Contract

Project Location

**Riverfront
Suspension Bridge**

**Riverfront Park
Boundary**

Downtown



Project Priority

RIVERFRONT PARK DEVELOPMENT PRIORITIES – SECOND TIER

The following list is the Spokane Park Board's second tier of development priorities. The Spokane Park Board along with Park Staff will continue to look for outside funding sources at the Federal, State and private sector levels for the following:

Clock Tower Upgrade/Viewing Tower Access

\$1.3 Million

- Installation of new, code conforming stair provided access to clock mechanism and viewing tower above.
- Installation of stairwell gallery telling the history of the Great Northern Railroad Depot and rail in Spokane.

'SECOND TIER' MASTER PLAN PROJECTS

Remaining Bridge Upgrades & Improvements

\$10 million

Charles Loeff Interactive Museum (Loeff Carousel) **complete**

\$1.5 Million

- State of the art interactive museum telling the story Charles Loeff, carousel artist
- Located in a queuing gallery, en route to ride the Carousel

East Havermale Sculpture Garden **complete**

\$1.5 Million

- Sculpture garden incorporated into walk and pathways around Lilac Bowl
- Five to seven pieces of art highlighting regional artists

RIVERFRONT PARK DEVELOPMENT PRIORITIES – THIRD TIER

RFP citizen adv. committee, 75 public mtgs, 4 surveys, 1 mailed poll, stakeholders

Previous Schedule

RFP N. Suspension Bridge Reno. (1972)

- 2014 (Fall) - Initial Bridge Study Complete
- 2018 (May) - State Grant Submitted
- *2019 (April) - BRIDGE CLOSED*
- 2019 (spring) - City Grants Submitted & Secured
- 2019 (July-Oct) - Initial Bridge Design
- 2019 (Fall) - State Grant Secured
- 2019 (Fall) - Initial Bids Rejected
- *2020 (Spring) - All Non-Bond Capital Suspended*
- 2020 (Winter) - Project Re-design
- 2021 (March) - Project Re-Bidding
- *2021 (April) - Project Contracting*

Future Schedule

The background of the slide is a photograph of a suspension bridge spanning a river. In the foreground, the bridge's metal railing and concrete supports are visible, with white water rapids flowing beneath. In the background, a large, multi-story modern building with a brick and glass facade stands on a hillside under a clear blue sky.

RFP N. Suspension Bridge Reno. (1972)

- 2021 (April) - Project Contracting
- 2021 (April) - Avista Construction
- 2021 (May) - Bridge Construction Start
- 2021 (Dec) - Bridge Construction Complete

Project Funding

RFP N. Suspension Bridge Reno. (1972)

- City General Funds: \$1,000,000
- Local Grant (WQTIF): \$500,000
- WA State Funding: \$500,000
- City Park Funds: \$495,000
- Bond Funds: \$505,000
- Project Total: \$3,000,000

67%
grant
funded

Project Costs

RFP N. Suspension Bridge Reno. (1972)

- **Construction Bid:** \$2,130,000
 - **Contingency (13% bid):** \$ 280,000
 - **Avista Construction:** \$ 192,000
 - **Engineering & inspect:** \$ 166,000
 - **City C.M. (10% bid):** \$ 232,000
 - **Project Total:** \$3,000,000
- } 17%



**City of Spokane Parks
And Recreation Department**

PUBLIC WORKS CONTRACT

**Title: RIVERFRONT PARK NORTH
SUSPENSION BRIDGE RENOVATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **GARCO CONSTRUCTION, INC.**, whose address is 4114 East Broadway Avenue, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **RIVERFRONT PARK NORTH SUSPENSION BRIDGE RENOVATION**.
2. **CONTRACT DOCUMENTS**. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid form, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, PW invitation to bid 5401-21, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid Section 16 'Controlling Order of Documents' shall be used to determine prevailing contract document. These contract documents are on file in the Parks and Recreation Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE**. The time of performance of the Contract shall begin on April 8, 2021 and shall run through March 1, 2022. Project time of completion and working days shall be in accordance with contract documents.
4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION**. 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 Contractor for all work previously authorized and performed prior to the termination date.
6. **COMPENSATION**. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO MILLION ONE HUNDRED TWENTY-NINE**

THOUSAND NINE HUNDRED-FORTY-NINE AND NO/100 DOLLARS (\$2,129,949.00), including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. 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 City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

14. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:

- a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

17. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action

shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this

Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

24. AUDIT / RECORDS. The Contractor 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 Contractor 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.

25. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor 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.

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.


27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein 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.

29. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

GARCO CONSTRUCTION, INC.

By  April 5, 2021
Signature Date

Hollis Barnett

Type or Print Name

Vice President

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond

Performance Bond

Certification Regarding Debarment

21-059

PAYMENT BOND

We, **GARCO CONSTRUCTION, INC.**, as principal, and Travelers Casualty and Surety Company of America, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED-FORTY-NINE AND NO/100 DOLLARS (\$2,129,949.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **RIVERFRONT PARK NORTH SUSPENSION BRIDGE RENOVATION**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on April 8, 2021.

GARCO CONSTRUCTION, INC.,
AS PRINCIPAL

By: 

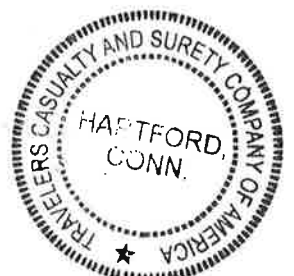
Title: Hollis Barnett, Vice President

Travelers Casualty and Surety Company of America
AS SURETY

By: 

Its Attorney in Fact (Nicholas W. Paget)

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.



Payment

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Nicholas W. Paget,
Attorney-in-Fact signed this document; on oath stated that he/she was author-
ized to sign the document and acknowledged it as the agent or representative of the named
surety company which is authorized to do business in the State of Washington, for the uses
and purposes therein mentioned.

DATED: April 8, 2021

Shawn M. Wilson
Signature of Notary Public (Shawn M. Wilson)

My appointment expires March 26, 2023

Approved as to form:

Assistant City Attorney



PERFORMANCE BOND

We, **GARCO CONSTRUCTION, INC.**, as principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED-FORTY-NINE AND NO/100 DOLLARS (\$2,129,949.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.


The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **RIVERFRONT PARK NORTH SUSPENSION BRIDGE RENOVATION**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on April 8, 2021

**GARCO CONSTRUCTION, INC.,**
AS PRINCIPAL
By: Holly Barnett
Title: Holly Barnett, Vice President
Travelers Casualty and Surety Company of America
AS SURETY

A valid POWER OF ATTORNEY for the Surety's agent must accompany this bond.

By: Nicholas W. Paget
Its Attorney in Fact (Nicholas W. Paget)



STATE OF WASHINGTON

)

) SS.

)

I certify that I know or have satisfactory evidence that Nicholas W. Pagt,

Attorney-in-Fact

signed this document; on oath stated that

he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on April 8, 2021

Shawn M. Wilson

Signature of Notary (Shawn M. Wilson)

My appointment expires March 26, 2023

Approved as to form:

Assistant City Attorney





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shawn M Wilson** of **SPOKANE, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

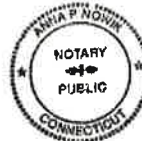
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **April**, **2021**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

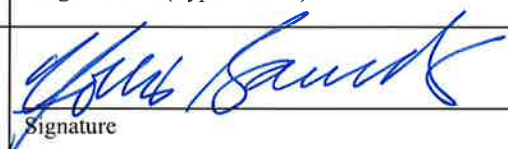
**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<p>Garco Construction, Inc.</p> <hr/> <p>Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p>Contractor</p> <hr/> <p>Program Title (Type or Print)</p>
<p>Hollis Barnett</p> <hr/> <p>Name of Certifying Official (Type or Print)</p> <p>Vice President</p> <hr/> <p>Title of Certifying Official (Type or Print)</p>	<div style="text-align: center;">  Signature </div> <hr/> <p>April 5, 2021</p> <hr/> <p>Date (Type or Print)</p>

Certification
Date: 4/5/21

BID TABULATION - RIVERFRONT PARK NORTH SUSPENSION BRIDGE RENOVATION										
Extended Price Analysis										
Reference Number	Description	Type	UOM	Quantity	Extended Estimate	Garco Construction Inc.	Legacy Contracting, Inc.	Conway Construction Company	LaRiviere Inc	Average
Bid Price Ratio						100%	88.34%	76.52%	67.73%	
Total Extended						\$2,129,949.00	\$2,410,938.75	\$2,783,422.00	\$3,144,594.70	
Pricing Group						\$2,129,949.00	\$2,410,938.75	\$2,783,422.00	\$3,144,594.70	
#1	BASE BID (Total Bid Schedule 1)	Base	ea	1	\$ 2,350,000.00	\$2,129,949.00	\$2,410,938.75	\$2,783,422.00	\$3,144,594.70	\$2,617,226.11



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

PW INVITATION TO BID

PW ITB NUMBER: 5401-21

TITLE: RIVERFRONT PARK NORTH SUSPENSION
BRIDGE RENOVATION

BID COORDINATOR: Thea Prince, City of
Spokane Purchasing Department

QUESTION DEADLINE: 03/19/21 5:00 pm pst

PROPOSAL DUE DATE: 03/29/21

TIME: 1:00 pm pst

Bid Submittal:

All Bids shall be submitted electronically
through the ProcureWare online
procurement system portal:

<https://spokane.procureware.com> before
the due date and time.

BID SUBMITTED BY:

COMPANY Garco Construction, Inc.

MAILING ADDRESS PO Box 2946
Spokane, WA 99220

PHYSICAL ADDRESS 4114 East Broadway
Spokane, WA 99202

PHONE NUMBER 509.535.4688

E-MAIL ADDRESS tloucks@garco.com

THEA PRINCE
Purchasing

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #5401-21 RIVERFRONT PARK NORTH SUSPENSION BRIDGE RENOVATION

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ 2,129,949.00
(Total Bid Schedule 1):

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1,2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and shall be physically completed within 180 working days.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED DOLLARS (\$500) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. GARCOCI928D5
(must be in effect at time of bid submittal)

U.B.I. Number 602 809 160

Washington Employment Security Department Number 42091000-9

Washington Excise Tax Registration Number 602 809 160

City of Spokane Business License Number T12054470BUS

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: Garco Construction, Inc.



Clancy Welsh
Signature of Bidder's Authorized Representative

Clancy Welsh, President
Title

4114 East Broadway, Spokane WA 99202
Address

509.535.4688
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On N/A
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On N/A
date

(Seal Or Stamp)

Signature of Notary Public

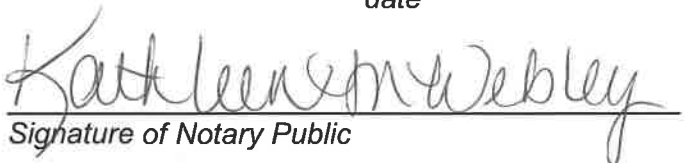
My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On March 29, 2021
date

(Seal Or Stamp)


Signature of Notary Public

My appointment expires October 22, 2024



BID SCHEDULE 1 | BASE BID

Schedule	Description	Tax Classification
1	- North Suspension Bridge Renovation	- See Rule 171 in specs

Project Number: 5401-21

Riverfront Park North Suspension Bridge Renovation

Bid Item No.	Estimated Quantity	a) Description of Bid Item b) Unit of Measure	Unit Price	Total Amount
101	1 LS	STRUCTURE SURVEYING - NORTH (Per Lump Sum)	* * * * *	\$ 5,000.00
102	1 LS	RECORD DRAWINGS - NORTH (MIN BID \$2500, Per Lump Sum)	* * * * *	\$ 2,500.00
103	1 EST	REIMBURSEMENT FOR THIRD PARTY DAMAGE (Estimated)	\$ 1.00	\$ 1.00
104	1 LS	SPCC PLAN (Per Lump Sum)	* * * * *	\$ 2,500.00
105	1 LS	TYPE B PROGRESS SCHEDULE (Per Lump Sum)	* * * * *	\$ 10,000.00
106	1 LS	MOBILIZATION (Per Lump Sum)	* * * * *	\$ 165,000.00
107	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL (Per Lump Sum)	* * * * *	\$ 65,000.00
108	1 LS	SITE PREPARATION / DEMOLITION - NORTH (Per Lump Sum)	* * * * *	\$ 75,000.00
109	1 LS	REMOVING PORTION OF EXISTING BRIDGE - NORTH (Per Lump Sum)	* * * * *	\$ 697,594.00
110	22,000 LB	EPOXY COATED ST. REINF. BAR FOR BRIDGE - NORTH (Per Pound)	\$ 0.11	\$ 2,420.00
111	54 CY	CONC. CLASS 4000D FOR BRIDGE - NORTH (Per Cubic Yard)	\$ 4,000.00	\$ 216,000.00
112	1 CALC	DEFICIENT STRENGTH CONC. PRICE ADJUSTMENT (Calculated)	\$ (1.00)	\$ (1.00)
113	49 LF	STEEL BRIDGE REPAIRS - TYPE 1 (Per Lineal Foot)	\$ 230.00	\$ 11,270.00
114	49 LF	STEEL BRIDGE REPAIRS - TYPE 2 (Per Lineal Foot)	\$ 220.00	\$ 10,780.00

Schedule	Description		Tax Classification	
1	- North Suspension Bridge Renovation		- See Rule 171 in specs	
115	49 LF	STEEL BRIDGE REPAIRS - TYPE 3 (Per Lineal Foot)	\$ 215.00	\$ 10,535.00
116	18 EA	STEEL BRIDGE REPAIRS - TYPE 4 (Per Each)	\$ 1,700.00	\$ 30,600.00
117	3 EA	STEEL BRIDGE REPAIRS - TYPE 5 (Per Each)	\$ 1,500.00	\$ 4,500.00
118	5 EA	STEEL BRIDGE REPAIRS - TYPE 6 - FLOORBEAM (Per Each)	\$ 1,300.00	\$ 6,500.00
119	5 EA	STEEL BRIDGE REPAIRS - TYPE 6 - DIAGONAL BRACING (Per Each)	\$ 1,550.00	\$ 7,750.00
120	5 EA	STEEL BRIDGE REPAIRS - TYPE 7 (Per Each)	\$ 5,000.00	\$ 25,000.00
121	532 LF	BRIDGE RAILING TYPE PEDESTRIAN RETROFIT - NORTH (Per Lineal Foot)	\$ 575.00	\$ 305,900.00
122	22 LF	EXPANSION JOINT SYSTEM STRIP SEAL - SUPERSTR. (Per Lineal Foot)	\$ 650.00	\$ 14,300.00
123	1 LS	VAULT LIDS (Per Lump Sum)	* * * * *	\$ 65,000.00
124	1 LS	TEMPORARY EROSION AND SEDIMENT CONTROL (Per Lump Sum)	* * * * *	\$ 20,000.00
125	200 SY	CEMENT CONC. SIDEWALK (Per Square Yard)	\$ 75.00	\$ 15,000.00
126	1 LS	PEDESTRIAN TRAIL DRAINAGE (Per Lump Sum)	* * * * *	\$ 45,000.00
127	4 EA	BRIDGE CLOSURE GATE (Per Each)	\$ 3,000.00	\$ 12,000.00
128	3,845 LF	CONDUIT PIPE 4 IN DIAM - NORTH (Per Lineal Foot)	\$ 40.00	\$ 153,800.00
129	1 LS	PUBLIC LIAISON REPRESENTATIVE (Per Lump Sum)	* * * * *	\$ 1,000.00
130	1 LS	ILLUMINATION SYSTEM - NORTH (Per Lump Sum)	* * * * *	\$ 150,000.00
Total Schedule 1:				\$ 2,129,949.00




City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: Riverfront Park Suspension Bridge Renovation	
Project # 5401-21	
Part A: General Company Information	
Company Name <u>Garco Construction, Inc.</u>	
Address <u>4114 East Broadway, Spokane WA 99202</u>	
Contact Name and Title <u>Tim Loucks, VP Civil</u>	
Contact Phone <u>509.755.7222</u>	Contact E-mail <u>tloucks@garco.com</u>
Years in business as a Prime Contractor <u>42 Years</u>	Years in business as a sub-contractor <u>42 Years</u>
Years in business under present Name <u>42 Years</u>	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years <u>N/A</u>	
Explain reason for name change(s) in the past five (5) years	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. List four (4) similar construction projects.	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	

Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G. Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
Part H: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.	
Signature	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
	March 30, 2021
Printed Name of Authorized Representative	Title
Tim Loucks	Vice President - Civil

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
PROJECT DETAIL			
Bidder's Company Name Garco Construction, Inc.		Bidders Contact Name & Phone Number Tim Loucks, 509.755.7222	
Project Name University District Gateway Pedestrian Bridge		Project Contract Number: 2012119	
Project Owner City of Spokane		Project Location Spokane, WA	
Project Owner Contact Name & Title Kyle Twohig, Director of Engineering Services ktwohig@spokanecity.org		Owner's Telephone Number 509.925.6152	
Notice to Proceed Date 3/9/2017	Final Completion Date 12/14/2018	Awarded Contract Value \$9,499,046	Final Contract Price \$10,383,578
Prime Contractor Name (If Not Bidder) N/A		Contractor Contact Name & Phone Number (If Not Bidder) N/A	
Brief Project Description – Constructed new asymmetrical cable-stayed bridge which spans 240 feet in one direction and 174 feet in the other, crossing three BNSF RR tracks and a city street. The central pylon is a reinforced concrete arch soaring to 120 feet above the surrounding grade. An entrance plaza at each end transitions into the bridge via intricate concrete pavers, winding or spiral ramp structures, stairs and extensive architectural concrete and paver finishes			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications This bridge is of similar unique construction to the Riverfront Park Suspension Bridges, albeit cable-stayed instead of suspended. Both are pedestrian bridges which utilize structural-steel framing, stay-in-place metal decking, cast-in-place concrete deck, metal bridge railing, lighting, and site concrete and landscaping. Garco self-performed 55% of the work on this project, including all reinforced concrete construction, structural steel and stay cable erection, and installation of handrail and metal railing.			

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
PROJECT DETAIL			
Bidder's Company Name Garco Construction, Inc.		Bidders Contact Name & Phone Number Tim Loucks, 509.755.7222	
Project Name Tolt Bridge Emergency Repair		Project Contract Number: C01191C17	
Project Owner King County, Road Services Division		Project Location Carnation, WA	
Project Owner Contact Name & Title Victor Daggs, Sr., Supervising Engineer Victor.daggs@kingcounty.gov		Owner's Telephone Number 206.296.6590	
Notice to Proceed Date 3/2018	Final Completion Date 7/2018	Awarded Contract Value \$2,262,000	Final Contract Price \$2,283,390
Prime Contractor Name (If Not Bidder) N/A		Contractor Contact Name & Phone Number (If Not Bidder) N/A	
Brief Project Description – Emergency contract for the rehabilitation and upgrade of two existing structural steel truss spans over 300 feet long each. The two-lane bridge spans cross over the Snoqualmie River and all work was performed over water.			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications This project included reinforcement of truss girder to floor beam connections with additional structural steel plates and bolts and replacing existing structural bolts with upgraded A490 bolts. Lower chord gusset plates were removed and replaced with thicker steel to meet current seismic code requirements and upper chord connections were modified with added connection points. Nearly 3000 new structural bolts were added by field-drilling, and over 3300 existing bolts were replaced. After the existing connections were modified and inspected, they were coated with a multi-part zinc/urethane paint system. Garco designed and constructed temporary work platforms to access the work, as well as containment for prep and painting operations. All repairs were completed over water while maintaining one-way alternating traffic on the structures. Garco self-performed 92% of the work, including all structural steel activities.			

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
PROJECT DETAIL			
Bidder's Company Name Garco Construction, Inc.		Bidders Contact Name & Phone Number Tim Loucks, 509.755.7222	
Project Name SH-41 BNSF Bridge		Project Contract Number: 8282	
Project Owner Idaho Transportation Department		Project Location Newport, WA/Oldcastle, ID	
Project Owner Contact Name & Title Jeff Spohn, Owner Representative Jeffrey.spohn@itd.idaho.gov		Owner's Telephone Number 208.265.4312	
Notice to Proceed Date 1/29/2018	Final Completion Date 11/27/2019	Awarded Contract Value \$5,549,000	Final Contract Price \$5,792,592
Prime Contractor Name (If Not Bidder) N/A		Contractor Contact Name & Phone Number (If Not Bidder) N/A	
Brief Project Description - Remove and replace existing two-lane Idaho Highway 41 4-span bridge over BNSF railroad tracks. New bridge was 236' long, with 3 spans of structural steel plate girders supporting CIP concrete deck on metal decking. Bridge was built in two longitudinal phases to allow continuous operation during construction.			
Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Similar to the Riverfront Park Suspension bridges, this project included structural steel plate girder construction, along with stay-in-place metal decking and CIP concrete deck, metal bridge railing, lighting, and site concrete and landscaping. Garco self-performed 63% of the work on this project, including all reinforced concrete construction, structural steel erection, and installation of handrail and metal railing.			

Spokane Park Board

Briefing Paper



Committee	Finance		
Committee meeting date	April 6, 2021		
Requester	Nick Hamad	Phone number: 509-363-5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Avista Utilities electric service agreement for temporary power/Riverfront Park north suspension bridge (\$192,233.40, no tax)		
Begin/end dates	Begins: 4/8/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Electrical service agreement with Avista Utilities to remove primary power cables from the Riverfront Park suspension bridge and construct new temporary overhead power cables from West Havermale Island to the north bank of Riverfront Park. This re-routing of power cables is required to implement planned north suspension bridge renovation work. Upon completion of bridge renovation, Avista will remove the temporary overhead power cables and reinstall permanent cables within the restored bridge.			
Motion wording: Approve electric service agreement with Avista for temporary power required for the north suspension bridge renovation work in the amount of \$192,233.40, no tax			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Avista Corporation Name: Nick Harmon Email address: Nick.Harmon@avistacorp.com Phone: 509.495.4889			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$192,233.40 Budget code: 1950 54920 94000 56311			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 328 000 223 Business license expiration date: 3.31.2022 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



Riverfront Park

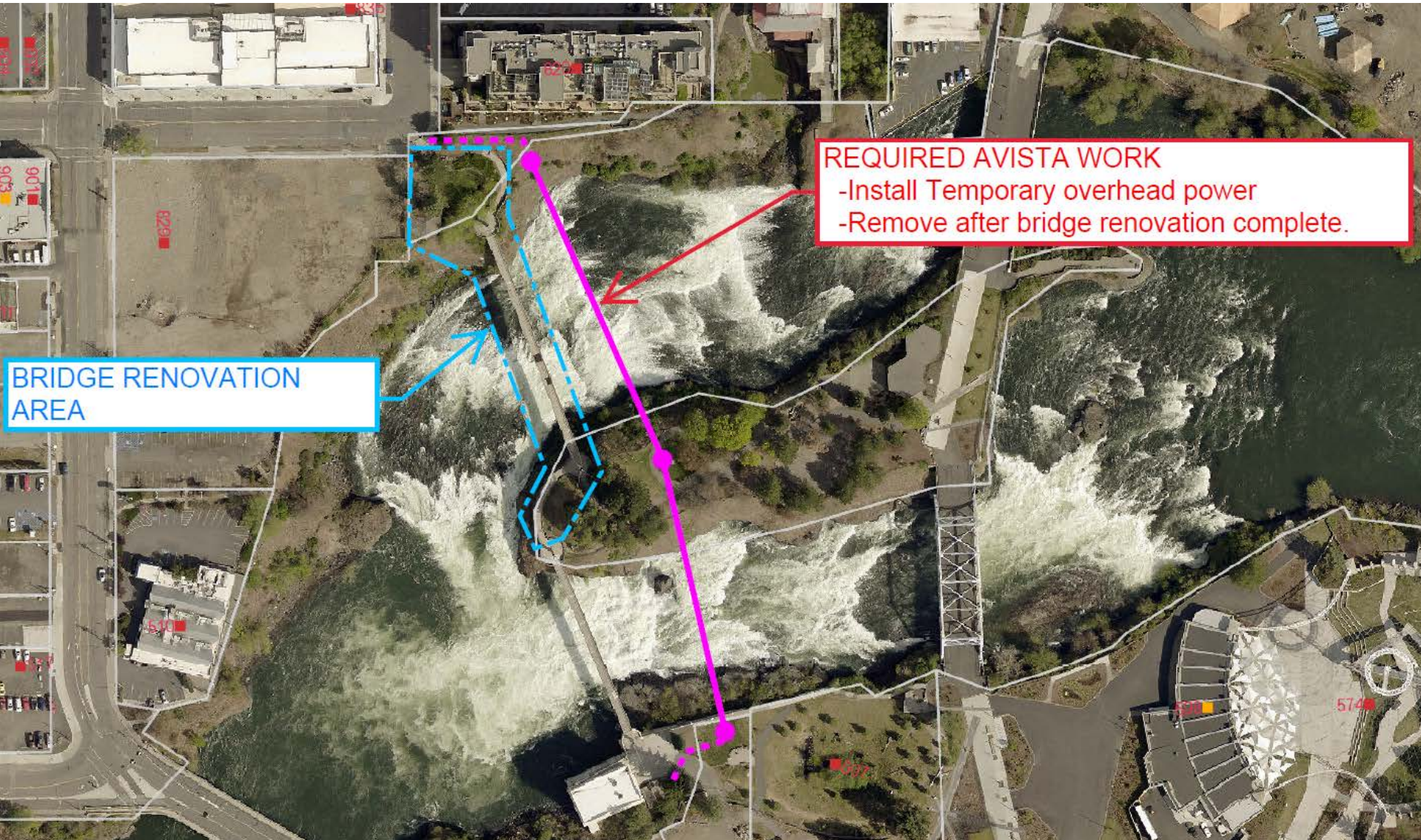
Suspension Bridge Renovation
Avista Agreement

Project Costs

RFP N. Suspension Bridge Reno. (1972)

- Construction Bid: \$2,130,000
 - *Contingency (13% bid):* \$ 280,000
 - **Avista Construction:** \$ 192,000
 - Engineering & inspect: \$ 166,000
 - City C.M. (10% bid): \$ 232,000
 - Project Total: \$3,000,000
- } 17%

Project Scope



ADDENDUM
TO
GENERAL CONSTRUCTION AGREEMENT

General Construction Agreement Date: March 24, 2021

Work Order # 1017952345

Agreement No. 38392

Whereas, the parties entered into a General Construction Agreement for work on installation of underground cable and transformers, and

Whereas, the identified work is being performed at the cost of a public entity and is a public work for which prevailing wages must be paid, and

Whereas the original General Construction Agreement did not contain an explicit requirement that the Contractor comply with state requirements concerning the payment of prevailing wages,

Now, therefore, the parties agree as follows:

1. Avista will file a Statement of Intent to Pay Prevailing Wages form and Affidavit;
2. Avista will file any required wage compliance forms;
3. Avista will sign the attached Debarment form.

Dated this ??th day of April, 2021.

City of Spokane Parks Department

Avista Corporation



Mar 24, 2021 8:37:10 AM

Job Location: Riverfront Park Pedestrian Bridge OH Reroute

General Construction Agreement #: 38392

Dear Customer,

Enclosed are two copies of Avista's General Service Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of \$192,233.41, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

If you request a copy of the fully executed Agreement one will be sent to you.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Nick Harmon

Customer Project Coordinator



Spokane - Electric
PO BOX 3727 MSC-46 Spokane, WA 99220-3727
Phone: 509-495-4889
Cell: 509-934-0270
Email: Nick.Harmon@avistacorp.com

General Construction Agreement

General Construction Agreement Date: Mar 24, 2021
Work Order # 1017952345

Expiration Date: Sep 20, 2021
Agreement No.: 38392

This General Construction Agreement (“Agreement”) is entered into between Avista Corporation, a Washington corporation (“Avista”), and the Requestor identified in Exhibit A, (“Requestor”) (sometimes, individually, a “Party”, and collectively, the “Parties”).

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the “Work”) on or adjacent to property identified above (the “Property”). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista’s standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista’s Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista’s ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor’s Point of Service, as that term is defined in Avista’s Tariffs (“Avista Facilities”).

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista’s actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista’s actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista’s original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit ‘A’, prior to Avista’s commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

CUSTOMER COPY

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____
Amount 192,233.41
Previous Extension #: _____

Or Other: _____

Avista Corporation

Customer:

Signature

Signature

Nick Harmon

Printed Name

City of Spokane Parks and Recreation

Printed Name

Customer Project Coordinator

Job Title

Job Title

Date: _____
Agreement # 38392

Date: _____

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): AGENT

Name: City of Spokane Parks and Recreation
Mailing Address: _____
Phone Number: 509-363-5452

II. JOB INFORMATION

LOCATED AT: Riverfront Park Pedestrian Bridge OH Reroute
Name of Plat: _____
or Legal Description: _____
or Location: _____
Construction contribution Scale _____

III. COST INFORMATION

BASIC COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
BASIC COST Misc - See Note 1	0	\$0.00	\$192,233.40	(\$0.00)	\$192,233.40
BASIC COST - Total					\$192,233.40

Total Construction Costs:

Total Credits:

Net Customer Cost: 192,233.41

These costs are effective through Sep 20, 2021, provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

NOTES: THESE ARE THE COSTS ASSOCIATED WITH THE INSTALLATION OF A TEMPORARY OH REROUTE OF AVISTA POWER OVER THE SPOKANE RIVER TO ACCOMMODATE THE UPCOMING PEDESTRIAN BRIDGE PROJECT. THESE COSTS INCLUDE THE INSTALLATION AND REMOVAL OF FACILITIES AS WELL AS ALL THE RESTORATION ASSOCIATED WITH THE COMPLETED WORK.

General Construction Agreement #: 38392

General Construction Agreement

General Construction Agreement Date: Mar 24, 2021
Work Order # 1017952345

Expiration Date: Sep 20, 2021
Agreement No.: 38392

This General Construction Agreement (“Agreement”) is entered into between Avista Corporation, a Washington corporation (“Avista”), and the Requestor identified in Exhibit A, (“Requestor”) (sometimes, individually, a “Party”, and collectively, the “Parties”).

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the “Work”) on or adjacent to property identified above (the “Property”). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista’s standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista’s Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista’s ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor’s Point of Service, as that term is defined in Avista’s Tariffs (“Avista Facilities”).

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista’s actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista’s actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista’s original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit ‘A’, prior to Avista’s commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____
Amount 192,233.41
Previous Extension #: _____

Or Other: _____

Avista Corporation

Customer:

Signature

Signature

Nick Harmon

Printed Name

City of Spokane Parks and Recreation

Printed Name

Customer Project Coordinator

Job Title

Job Title

Date: _____
Agreement # 38392

Date: _____

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): AGENT

Name: City of Spokane Parks and Recreation
Mailing Address: _____
Phone Number: 509-363-5452

II. JOB INFORMATION

LOCATED AT: Riverfront Park Pedestrian Bridge OH Reroute
Name of Plat: _____
or Legal Description: _____
or Location: _____
Construction contribution Scale _____

III. COST INFORMATION

BASIC COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
BASIC COST Misc - See Note 1	0	\$0.00	\$192,233.40	(\$0.00)	\$192,233.40
BASIC COST - Total					\$192,233.40

Total Construction Costs:

Total Credits:

Net Customer Cost: 192,233.41

These costs are effective through Sep 20, 2021, provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

NOTES: THESE ARE THE COSTS ASSOCIATED WITH THE INSTALLATION OF A TEMPORARY OH REROUTE OF AVISTA POWER OVER THE SPOKANE RIVER TO ACCOMMODATE THE UPCOMING PEDESTRIAN BRIDGE PROJECT. THESE COSTS INCLUDE THE INSTALLATION AND REMOVAL OF FACILITIES AS WELL AS ALL THE RESTORATION ASSOCIATED WITH THE COMPLETED WORK.

General Construction Agreement #: 38392

Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	April 6, 2021		
Requester	Al Vorderbrueggen	Phone number: 363-5464	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Associated Garden Clubs of Spokane memorandum of understanding		
Begin/end dates	Begins: 04/08/2021	Ends: 04/08/2024	<input type="checkbox"/> Open ended
Background/history: This a renewal and update to previous MOUs. The Parks and Recreation Division will provide access to areas of the facilities and use of grounds at Manito Park in order for AGC to pursue their mission in keeping with horticultural focus of the park. This agreement will also allow AGC to act as a fiscal sponsor taking in donations at no cost to Parks to assist in enhancements and programs agreed upon by the Spokane Parks Department and AGC.			
Motion wording: Approve the Associated Garden Clubs of Spokane memorandum of understanding as presented			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Associated Garden Clubs of Spokane Name: Kevin Brownlee Email address: kdbrownlee@comcast.net Phone:			
Distribution: Parks – Accounting kdbrownlee@comcast.net Parks – Pamela Clarke Garrett Jones Requester: Al Vorderbrueggen Steve Nittolo Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: Budget neutral			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



City of Spokane

MEMORANDUM OF UNDERSTANDING

**Title: Use of Manito Park for Associated
Garden Clubs of Spokane**

THIS MEMORANDUM OF UNDERSTANDING is made between the **City of Spokane Parks Department**, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and the **Associated Garden Clubs of Spokane (AGC)**, whose address is P.O. Box 8363, Spokane, Washington, 99203 as "**AGC**".

WHEREAS, the purpose of AGC as a consortium of independent garden clubs and affiliated members who promote the beautifying of the Spokane, growing of fine flowers and food, and promoting the beautification of the Spokane area; and

WHEREAS, the City of Spokane Parks and Recreation Department will provide access to areas of the facilities and USE of grounds at Manito Park in order to pursue their mission in keeping with horticultural focus of the park; and

WHEREAS, AGC will be allowed to use the east end of the "pottery barn" (east maintenance/storage building) at Manito Park; and

WHEREAS, AGC may use the continuous raised beds facing the maintenance building from March 1 each year until two (2) days after their plant sale (last weekend of April each year) unless otherwise specified and agreed to by Parks staff; and

WHEREAS, AGC will be granted use of the small east polyhouse in the service yard and the open gravel area east of it from February 15th to April 30 or two (2) days after their plant sale unless otherwise specified and agreed upon by Parks staff; and

WHEREAS, AGC has agreed to act as a fiscal sponsor taking in donations at no cost to Parks to assist in enhancements and programs agreed upon by the Spokane Parks Department and AGC; and

WHEREAS, the AGC consists of the following officers: President, Vice-President, Treasurer, and Secretary; and,

NOW, THEREFORE, the Parties agree as follows:

1. **TERM / RENEWAL**

The term of this Agreement shall have a three (3) year term to begin on April 8, 2021, and end April 8, 2024. Upon agreement of the "Parties" this agreement may be renewed for two (2) additional one (1) year terms not to exceed a total of five (5) years.

2. **AGREEMENT**

The Parties hereby agree to the following conditions and terms under this Agreement:

No structures will be built in the park unless approved by the Spokane Parks and Recreation authorized staff.

Spokane Parks and Recreation staff shall have full access to any locked storage or other approved structures.

The parties agree AGC will provide their own potting mix and other supplies and materials. The Manito greenhouse/operation may donate surplus plant materials as available.

The AGC agrees that none of the activity undertaken by the organization will be in conflict with any local, state, and federal regulations.

This agreement may be canceled by either party with 60 days notice to the other party.

If the facilities are not maintained at a reasonable level of upkeep as determined by the Manito Park Supervisor or Spokane Parks and Recreation Department, the fiscal agent will be responsible for returning the space to its original condition.

3. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this memorandum of understanding.

4. INSURANCE. Each party shall maintain, at all times, liability insurance to cover all actions by its employees or agents.

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.

**ASSOCIATED GARDEN CLUBS
OF SPOKANE**

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

U2021-002e

Spokane Park Board

Briefing Paper



Committee	Bylaws		
Committee meeting date	April 8, 2021		
Requester	Pamela Clarke	Phone number: 509-625-6241	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	CPR1981 0401		
Item title: (Use exact language noted on the agenda)	Park Board Bylaws amendment recommendations - 2nd reading		
Begin/end dates	Begins: 04-08-2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: The Park Board last amended its Bylaws at the Jan. 11, 2018, board meeting. Since this time, Park Board members and staff have identified some sections which could be changed and updated to better guide the board's structure and procedures. The board reviewed the following proposed changes during March 11, 2021, first reading: 1) add the Joint Arts, and Development and Volunteer committees as committees of the Park Board; 2) edits to provide gender-neutral language; 3) minor clarification and grammatical edits; 4) clarify how proposed amendments are to be presented to the Park Board; and 5) add emergency provisions to temporarily suspend or amend bylaws, if necessary.			
Motion wording: Approve the proposed amended Park Board Bylaws as presented.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Pamela Clarke Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
Vendor: Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

BYLAWS OF THE PARK BOARD
of the
City of Spokane, Washington

Reference: City Charter Article V, Section 44, Park Board Organization - "The Park Board shall have the power to make Bylaws and Rules for the conduct of business."

We, the members of the Park Board of the City of Spokane, State of Washington, do hereby publish and declare the following Bylaws of the Board:

Section 1. Definitions.

1. The City of Spokane Park Board: "shall consist of ten electors of the City of Spokane, who shall be appointed by the council, and one member of the council to be designated by the council." (City of Spokane Charter §41)
2. Park Board Member: A person who has been nominated by the Mayor and appointed by the City Council.
3. Financial Report: An annual report of all receipts and expenditures, and of all other business transacted by the Park Board. This report shall be furnished to the City Council. (City of Spokane Charter §45)

Section 2. Regular Meetings.

1. The regular meetings of the Park Board shall be held at 3:30 p.m. on the second Thursday of each month in the City Council Chambers in City Hall and shall be conducted generally following Robert's Rules of Order.
2. Except for executive sessions, all Park Board meetings are open to the public. Meetings may be canceled or rescheduled by the President or by majority vote of the Board. If a regular meeting is to be canceled or rescheduled, it shall be given pursuant to the Open Public Meetings Act (RCW Ch. 42.30).

3. The public may address the Park Board during scheduled meetings. The President may prescribe, on a case-by-case basis, procedures for public testimony as necessary to maintain order.

Section 3. Special Meetings.

1. Special meetings may be called, canceled or rescheduled by the President whenever deemed necessary and/or shall be called whenever three Park Board members shall request the same in writing. Any measure adopted by six affirmative votes at a special meeting shall have the same effect as if adopted at a regular meeting. Special meetings are open to the public.
2. The date, hour and place of the special meetings shall be set by the President; notice of special meetings shall be given consistent with the Open Public Meetings Act (RCW Ch. 42.30). If a special meeting is to be canceled, notice should be given by posting on the door of the place where the special meeting was scheduled to have been held and on the City website where meeting notices are regularly posted.

Section 4. Annual Meetings.

1. The annual meeting shall be held at the regular February meeting of the Park Board.

Section 5. Quorum and Voting of Park Board.

1. Six members shall constitute a quorum for conducting business for the Park Board. In case there is no quorum present on a day set for a regular, continued or special meeting, the Park Board members present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time and place to which the meeting matter will be continued.

Six affirmative votes shall be necessary to adopt any measure in a regular, continued or special meeting.

2. Voting shall be by voice unless a show of hands is called for by any Board Member. Minutes shall record the number of yeas and nays, and the names of any members abstaining. Any member may ask that their vote be recorded by name. Any member may ask that votes be recorded by name. Any member may recuse themselves or abstain from voting after stating the basis for abstention or recusal. Such basis shall be placed on the record.

CONDUCT OF BUSINESS

Section 6. Scheduling Business.

1. Business to be transacted at any regular or special meeting shall be scheduled by the Secretary or designee subjected to order of the President. The Secretary or designee shall prepare, transmit to Park Board members, release to news media, and give official notice of business to be considered in the normal administration of business at the Park Board meetings, provided the consideration of all or any one item of business shall be subjected to cancellation or rescheduling to another meeting of the Park Board by order of the President or by the Park Board.

Section 7. Chairing Meetings.

1. Meetings shall be called to order by the President, or in the President's absence, by the Vice President, or in the anticipated absence of both, the President or the Park Board shall designate a member of the Park Board to preside. In the event a person to preside has not been named, the Secretary shall call the meeting to order and the Park Board

members present may, by general consent, select a President pro-tem. Meetings may be adjourned by majority vote of the Park Board members present or by order of the President if there are no objections from Board members.

Section 8. Minutes.

1. The Secretary or designee shall prepare official minutes of the meetings containing the actions of the Park Board as a substantive account of proceedings. A record of the Park Board members present and absent shall be entered in the minutes of the meeting. Minutes shall be signed by the Secretary and placed on public record. Minutes may be approved by the Park Board without reading at Park Board meetings unless such reading is requested by a member of the Park Board. Correction of typographical errors in signed minutes may be made by the Secretary. Correction of substantive records in signed minutes may be made by majority vote of the Park Board.
2. All regular meetings and special meetings of the Park Board may be recorded, provided such shall not be deemed the official minutes and the absence of such recording due to mechanical failure or other cause shall not invalidate the actions taken at such meetings. Remarks and other volunteer statements from the public, present but not recognized by the Chair and which may have been recorded, will not be considered as part of the transcript. Any interested party may listen to a recording or read written minutes on file pursuant to the Washington State Public Records Act (RCW Ch. 42.56). Recordings will not normally be transcribed except by order of the Park Board or the Director of Parks and Recreation.

Section 9. Order of Business.

1. At a regular meeting, the order of business shall be as follows unless otherwise ordered by the President or as amended by the majority vote of the Park Board:

AGENDA

1. Roll Call
2. Additions or Deletions to the Agenda
3. Consent Agenda
4. Special Guests
5. Financial Report and Budget Update
6. Special Discussion/Action Items
7. Committee Reports - Action Items

Golf

Land

Recreation

Riverfront Park

Finance

Urban Forestry Tree

Bylaws

Development and Volunteer

8. Reports

Park Board President

Liaisons Director

9. Correspondence

10. Public Comments

11. Adjournment

12. Next Committee meeting dates

13. Next Park Board meeting dates

2. A consent agenda is presented by the Park Board President at the beginning of the Park Board meeting. Items may be moved from the consent agenda on the request of any one Park Board member. Items not moved may be adopted by general consent without debate. A Park Board member may also ask that a consent agenda item be voted on separately as part of the consent agenda. This will enable a member to abstain, recuse themselves or vote no on an item without affecting their vote on the remaining consent agenda item(s). Moved consent items may be taken up either immediately after the consent agenda or placed on the regular meeting agenda under the appropriate Park Board committee report. Consent agenda items must be distributed, as part of the regular Park Board meeting agenda, no later than 48 hours prior to the regular Park Board meeting and pursuant to the Open Public Meetings Act (RCW Ch. 42.30), and no items may be added to the consent agenda within 48 hours of the Park Board meeting.

Section 10. Executive Sessions.

1. Executive sessions may be held as allowed by the Open Public Meetings Act (RCW Ch. 42.30). No action or minutes shall be taken in executive sessions. Executive sessions may be held at any time during a regular or special meeting.

OFFICERS AND COMMITTEES

Section 11. Officers.

1. At its regular February meeting of each year, the Park Board shall elect a President and Vice President from its members, but in case of failure to elect at the time specified, the election shall take place at a subsequent meeting without delay, and the President and

Vice President shall continue to serve until replaced by election of the Board. The Director of Parks and Recreation shall be the Secretary of the Park Board unless another person is elected by the Park Board.

2. The President and Vice President shall hold their respective offices until the first regular meeting in February of the next year after election, and/or until their successors are elected.
3. The President, Vice President and Secretary shall perform the duties prescribed by law, these rules, and such other duties as the Park Board may prescribe.
4. In the event of the vacancy in the office of President, Vice President or Secretary, the Park Board shall select an interim President, Vice President or Secretary to serve until the next regular election.

Section 12. Nominations.

1. At the regular meeting in January, the President shall appoint an ad hoc committee of four (4) other Park Board members to serve as the Nomination Committee to recommend nominees for the office of Park Board President, Vice President and Secretary. In making such nominations, the Committee shall take into consideration, among other matters, the length of service on the Park Board of the member being considered for election to an office. No voting member of the Park Board shall serve more than two consecutive terms in any office of the Park Board unless said member receives the unanimous consent of the entire membership of the Park Board.

Section 13. Duties of the President.

The duties and powers of the President shall be as follows:

1. To perform duties prescribed by law and all duties properly mandated by such office, and such other duties as the Park Board may prescribe.
2. To preside over the meetings of the Park Board.

3. To call special meetings and executive sessions of the Park Board within the limits of state law.
4. To set the agenda and change the order of business.
5. To set the place, date and time of special meetings, pursuant to the Open Public Meeting Act (RCW Ch. 42.30).
6. To vote on any matter that may come before the Park Board for consideration with the exception of a request for abstention or recusal.
7. To prepare and sign all official recommendations or documents duly adopted by the Park Board.
8. To assign members of the Park Board to standing committees before March 15 of each year with the advice and consent of the Park Board. The President shall name one member of each committee as the Chair of that committee. These new Chair assignments will begin no later than the April committee meetings. Ad hoc committees of the Park Board will be appointed, as needed, by the President with the advice and consent of the Park Board.
9. To rule on procedure where no direct rule had been adopted by the Park Board. In so doing, the President shall be guided by Robert's Rules of Order.
10. To notify the Mayor in writing of any vacancy or pending vacancy on the Park Board.
11. To assign members of the Park Board to an ad hoc Park Board Nomination Committee which shall recommend a minimum of two (2) Park Board candidates per vacancy to the Mayor for City Council appointment.
12. To have the same rights and privileges as all other Park Board members.
13. To send a letter of interest to the Mayor for all Park Board members seeking reappointment.

Section 14. Duties of the Vice President.

The duties and powers of the Vice President shall be as follows:

1. The Vice President shall act in the absence of the President at any meeting, and when the President is unavailable, all duties of the office of President or as a member or any committee of which the President may be a member, shall temporarily fall upon the Vice President.

Section 15. Duties of the Secretary.

The duties of the Secretary shall be as follows:

1. The Secretary shall perform the duties required by law and all duties properly mandated by such office.
2. The Secretary shall attend meetings of the Park Board and meetings of its committee, where requested.
3. The Secretary shall keep a true and accurate record in substance of the proceedings of the Park Board, and shall have charge and custody of all the Park Board books, documents, records, minutes and papers.
4. The Secretary shall handle correspondence of the Park Board, including responses to inquiries and provide correspondence copies to all Park Board members.
5. The Secretary shall prepare agendas and schedule business on all Park Board meetings, with the approval of the Park Board President, and transmit a tentative notice of business to Park Board members in advance of the meeting, and provide legal notice of public hearings as required by law.
6. The Secretary may delegate these duties as appropriate and necessary for their accomplishment.

Section 16. Standing Committees.

1. The standing committees of the Park Board shall be:

Finance

Land

Recreation

Golf

Riverfront Park

Urban Forestry Tree

Bylaws

Joint Arts

Development and Volunteer

2. Unless otherwise ordered by the Park Board, all standing committees shall consist of a minimum of three (3) Park Board members, except the Urban Forestry Tree Committee which shall consist of two (2) Park Board members and three (3) citizens pursuant to Spokane Municipal Code (SMC 04.28.030).
3. A simple majority of the committee shall constitute a quorum for conducting business for a Park Board standing committee. In case there is no quorum present on a day set for a regular, continued or special meeting, the committee members present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time and place to which the meeting matter will be continued.
4. If a Park Board member plans to attend a committee meeting as a guest, they must notify the Parks Director, or designated staff, no less than 48-hours prior to the committee meeting.
5. The Board may reclassify, add to, or change the number of standing committees by adopting changes to the Park Board Bylaws.
6. The Board President may appoint ad hoc committees for specific purposes and length of time.
7. Committees should be transmitted a notice of tentative business 48 hours prior to the time

of said Committee meeting.

8. The agenda of a regular meeting may contain business not on the advance notice, consistent with the Open Public Meetings Act (RCW Ch. 42.30). Special meetings may only contain matters noted in the final agenda notice consistent with the Open Public Meetings Act (RCW Ch. 42.30).
9. Upon agreement of the majority of the committee members present, any matter listed on the advance notice for a regular committee meeting may be submitted for a vote by that committee, whether or not designated as an action item on the advance notice.

Section 17. Duties of Committees.

1. Committees are advisory to the Park Board and shall serve the Park Board acting as fact finders to provide information and make recommendation to the Park Board.

Recommendations to the Park Board will be submitted by a majority of committee members present at the committee meeting. Votes or other actions taken by committees shall not be deemed as official actions of the Park Board but rather as recommendations to the Park Board. Only members appointed to a committee or an alternate substituting for a committee member may vote at any committee meeting. Any Park Board member attending the committee meeting may be designated by the Chair as an alternate for an absent committee member. Any Park Board member who attends a Park Board committee and is not a member or has not been appointed as an alternate may participate in meeting discussions.
2. Committees shall have the authority to task the Director of Parks and Recreation to provide information upon a majority vote of committee members present.
3. The Chair of each committee shall consult with the Director of Parks and Recreation, or the designee, to establish the agenda of the meetings.
4. In the event the Committee Chair is not present at a meeting, the committee, by

consensus, shall select a Chair pro tem.

5. Committee Chairs may allow public participation in matters coming before the committee as time permits.
6. Committee Chairs, or their designees, shall present committee information and recommendations at the regular monthly Park Board meeting.
7. Committee Chairs can make, second and vote on motions brought before the Committee, and shall have the same rights and privileges as all other Committee members.
8. All monthly Committee meetings will take place before the corresponding monthly meeting of the full Park Board.

Section 18. Administration.

1. The administration of the Spokane Parks and Recreation Division is the responsibility of the Director of Parks and Recreation.
2. The Director of Parks and Recreation will assign lead staff to support each committee.

Section 19. Functions of the Director of Parks and Recreation.

1. The Director of Parks and Recreation, or a designee, is the chief executive officer of the Park Board. The director is also an employee under the direct supervision of the Mayor.
2. The Director of Parks and Recreation is responsible for carrying out all policies or rules and regulations established by the Park Board.
3. All individuals employed in the Parks and Recreation Division report directly to, and are responsible to, the Director of Parks and Recreation.
4. The Director of Parks and Recreation shall make such rules, develop an administrative organization, and give such instructions to Parks and Recreation Division employees as may be necessary to make policies of the Park Board effective. The Director of Parks and Recreation may delegate authority for actions to subordinates.
5. The Director of Parks and Recreation should be present at all meetings of the Park Board,

except when matters pertaining to the Director's employment are being considered or when requested by the Park Board President not to be present.

6. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a budget for the ensuing fiscal year, for Park Board approval. The Director shall develop the Parks and Recreation Division budget working with the Park Board Finance Committee.
7. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a monthly and an annual report on the operation of the Park and Recreation Division, and additional information as requested by the President or by consensus of the Park Board.
8. The Director of Parks and Recreation shall keep a continuous inventory of all property, furniture, material and supplies of the Park and Recreation Division.
9. The Director of Parks and Recreation shall draw all requisitions against the budget of the City Parks and Recreation Division, handle funds of the Park Board, and shall keep proper record of expenditures and funds available.
10. As the Park Board's professional advisor, the Director of Parks and Recreation is expected to keep abreast of technical advances, and Park and Recreation techniques, to participate in professional Parks and Recreation organizations, and to attend conventions and meetings of said organizations as approved by the Park Board.
11. The Director shall provide a Parks and Recreation Division orientation for new Park Board members, and new members shall read and sign the Duties and Responsibilities form, attached to these Bylaws.

Section 20. Employment of Park Director.

1. Employment of the Park Director shall be in accordance with City Charter Article IV Administration of City Affairs, §24, ¶1.

Section 21. Adoption and Amendment of the Bylaws.

1. Proposed changes to the Bylaws will be presented in writing for reading and discussion at a Park Board meeting. At any time a Park Board member may submit a written proposal to the Park Board or Bylaws Committee to amend these Bylaws. The proposal shall be reviewed and discussed at the next scheduled Bylaws Committee meeting. Unless it is deemed by the Park Board that immediate action would be in the best interest of the Park Board, the final vote for adoption shall take place no earlier than the next succeeding regular or special Park Board meeting.
2. If immediate action on a proposed Bylaw is necessary, the motion for its adoption shall provide that immediate adoption is in the best interest of the Park Board. No further action is required. All new or amended Bylaws shall become effective upon adoption unless a specific effective date is provided in the motion for adoption.
3. Bylaws, as adopted or amended, shall be made a part of the minutes of the meeting at which action was taken.
4. These Bylaws may be temporarily suspended or amended by a majority of the Park Board vote at any regular Park Board meeting.

Section 22. Adoption.

The foregoing Bylaws are hereby declared adopted at the meeting of the Spokane Park Board held this _____ day of _____, 2021, and all previous Bylaws are hereby declared void and repealed.

Spokane Park Board

By:

Spokane Park Board President

Date approved: _____

Approved as to form:

Assistant City Attorney

Attachment that is part of the Bylaws:

Exhibit A – Spokane Park Board Member Duties and Responsibilities

SPOKANE PARK BOARD MEMBER DUTIES AND RESPONSIBILITIES FORM

Congratulations on your nomination to the Spokane Park Board. We hope you find your term on the Board rewarding. The Park Board is one of the most demanding and fulfilling board appointments in the City of Spokane. For this reason, we ask that you review and acknowledge the following “Member Duties and Responsibilities.” Knowing these duties and responsibilities will ensure that you are aware of your commitments to the Board and the expectations associated with your membership on the Spokane Park Board.

- A. The Spokane City Charter: Your appointment to the Park Board is pursuant to Article V of the Spokane City Charter. In accepting your appointment, you are presumed to have read Article V in its entirety and learned from it the scope of the Board’s responsibilities. While not exhaustive, the following highlights some of the key provisions of the Charter relating to the Board’s responsibilities:
- Complete control over expenditures from the Spokane Park Fund and expenditures from related park funds, such as the Golf Fund and Urban Forestry Fund: Typically this means an overall annual operating budget in excess of \$20 million, plus additional expenditures related to capital bond projects. The scope of this budget alone demands that members devote considerable time outside the regular meetings and committee meetings, so as to stay informed of Board activities.
 - The formulation and adoption of rules and regulations relating to Spokane Parks and Recreation facilities: By Charter the Park Board establishes policies and rules relating to park facilities, such as the Tobacco-Free Zones, sets pricing and fees for a variety of park facilities, etc.
 - Regular attendance at the required monthly and special meetings of the Spokane Board: Each Board member is expected to attend regular and special meetings of the Board, unless excused in advance by the President. The Spokane Park Board is scheduled for the second Thursday of each month at 3:30 p.m. unless otherwise posted. As a matter of practice, any absence is deemed excused so long as the President or Secretary is alerted in advance to your absence. There is no recent memory of a Board member being formally admonished for unexcused absenteeism, but it should be understood that continual absences may prompt the President to declare your absences unexcused, and three unexcused absences constitute grounds for removal from the Board.
- B. Park Board Bylaws: By Charter the Board is authorized to adopt bylaws relating to governance of the Board and its committees. The Bylaws were last revised and adopted October 2019, and are included in this Park Board Toolkit. By signing this form you acknowledge that you have read the Bylaws and understand them. A brief overview of these rules follows:

- There are nine Standing Committees of the Park Board. With Board consent, the President annually assigns Board members to committees and designates the chairs of those committees. Board members typically are assigned to at least three committees, and often serve as chair of at least one of those committees. Committees meet once per month, typically one to two weeks before the regular Park Board meeting. Depending on a given agenda item for the committee, Board members can expect to spend as much as one hour or more reviewing materials related to committee meetings and up to two hours at the committee meeting. Average monthly time commitment, excluding special Park Board meetings, ad hoc committees and special events, is 11-12 hours.

C. Additional Board member responsibilities include:

- New board members participate in an orientation provided by the director of Parks and Recreation, and the Board President. This is about a two-hour, one-time only meeting.
- Board members are called upon to attend additional special Parks and Recreation special events. A special event might include a site visit, a dedication event, public meetings, etc. These events are typically one hour long and will occur about two to three times a year.

D. Acknowledgement: As Respect to the Spokane Park Board, as a member of the Spokane Park Board, I acknowledge:

- I have read and understand the Member of the Board duties and responsibilities;
- I am responsible, collectively and with my fellow Board members, for ensuring effective governance, stewardship and strategic direction of the Spokane Parks and Recreation, and the Spokane Park Board;
- I understand and accept the time commitment involved as a Board member of the Spokane Park Board;
- I generally accept the duties and responsibilities of a Boardmember;

In signing this document, I understand that no rigid standards of measurement and achievement are being formed.

Signature

Printed Name

Date Signed: _____

Dates of Term: _____

Form Updated: April 2021

BYLAWS OF THE PARK BOARD
of the
City of Spokane, Washington

Reference: City Charter Article V, Section 44, Park Board Organization - "The Park Board shall have the power to make Bylaws and Rules for the conduct of business."

We, the members of the Park Board of the City of Spokane, State of Washington, do hereby publish and declare the following Bylaws of the Board:

Section 1. Definitions.

1. The City of Spokane Park Board: "shall consist of ten electors of the City of Spokane, who shall be appointed by the council, and one member of the council to be designated by the council." (City of Spokane Charter §41)
2. Park Board Member: A person who has been nominated by the Mayor and appointed by the City Council.
3. Financial Report: An annual report of all receipts and expenditures, and of all other business transacted by the Park Board. This report shall be furnished to the City Council. (City of Spokane Charter §45)

Section 2. Regular Meetings.

1. The regular meetings of the Park Board shall be held at 3:30 p.m. on the second Thursday of each month in the City Council Chambers in City Hall and shall be conducted generally following Robert's Rules of Order.
2. Except for executive sessions, all Park Board meetings are open to the public. Meetings may be canceled or rescheduled by the President or by majority vote of the Board. If a regular meeting is to be canceled or rescheduled, it shall be given pursuant to the Open Public Meetings Act (RCW Ch. 42.30).

3. The public may address the Park Board during scheduled meetings. The President may prescribe, on a case-by-case basis, procedures for public testimony as necessary to maintain order.

Section 3. Special Meetings.

1. Special meetings may be called, canceled, or rescheduled by the President whenever ~~he/she deems the same expedient necessary~~ and/or shall be called whenever three Park Board members shall request the same in writing. Any measure adopted by six affirmative votes at a special meeting shall have the same effect as if adopted at a regular meeting. Special meetings are open to the public.
2. The date, hour and place of the special meetings shall be set by the President; notice of special meetings shall be given consistent with the Open Public Meetings Act (RCW Ch. 42.30). If a special meeting is to be canceled, notice should be given by posting on the door of the place where the special meeting was scheduled to have been held and on the City website where meeting notices ~~of meetings~~ are regularly posted.

Section 4. Annual Meetings.

1. The annual meeting shall be held at the regular February meeting of the Park Board.
~~Parks and Recreation Division staff shall present a Financial Report at the Annual Meeting.~~

Section 5. Quorum and Voting of Park Board.

1. Six members shall constitute a quorum for conducting business for the Park Board. In case there is no quorum present on a day set for a regular, continued, or special meeting, the Park Board members present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time and place to which the meeting matter ~~was~~ will be continued.

Six affirmative votes shall be necessary to adopt any measure in a regular, continued or special meeting.

2. Voting shall be by voice unless a show of hands is called for by ~~the President or a any~~ Board Member. Minutes shall record the number of yeas and nays, and the names of any members abstaining. Any member may ask that ~~his or her~~ their vote be recorded by name. Any member may ask that votes be recorded by name. Any member may recuse themselves or abstain ~~or recuse~~ from ~~the~~ voting after stating the basis for abstention or recusal. Such basis shall be placed on the record.

CONDUCT OF BUSINESS

Section 6. Scheduling Business.

1. Business to be transacted at any regular or special meeting shall be scheduled by the Secretary or designee subjected to order of the President. The Secretary or designee shall prepare, transmit to Park Board members, release to news media, and give official notice of business to be considered in the normal administration of business at the Park Board meetings, provided the consideration of all or any one item of business shall be subjected to cancellation or rescheduling to another meeting of the Park Board by order of the President or by the Park Board.

Section 7. Chairing Meetings.

1. Meetings shall be called to order by the President, or in the President's absence, by the Vice President, or in the anticipated absence of both, the President or the Park Board shall designate a member of the Park Board to preside. In the event a person to preside has not been named, the Secretary shall call the meeting to order and the Park Board

members present may, by general consent, select a President pro-tem. Meetings may be adjourned by majority vote of the Park Board members present or by order of the President if there are no objections from Board members.

Section 8. Minutes.

1. The Secretary or designee shall prepare official minutes of the meetings containing the actions of the Park Board as a substantive account of proceedings. A record of the Park Board members present and absent shall be entered in the minutes of the meeting. Minutes shall be signed by the Secretary and placed on public record. Minutes may be approved by the Park Board without reading at Park Board meetings unless such reading is requested by a member of the Park Board. Correction of typographical errors in signed minutes may be made by the Secretary. Correction of substantive records in signed minutes may be made by majority vote of the Park Board.
2. All regular meetings and special meetings of the Park Board may be recorded, provided such shall not be deemed the official minutes and the absence of such recording due to mechanical failure or other cause shall not invalidate the actions taken at such meetings. Remarks and other volunteer statements from the public, present but not recognized by the Chair and which may have been recorded, will not be considered as part of the transcript. Any interested party may listen to a recording or read written minutes on file pursuant to the Washington State Public Records Act (RCW Ch. 42.56). Recordings will not normally be transcribed except by order of the Park Board or the Director of Parks and Recreation.

Section 9. Order of Business.

1. At a regular meeting, the order of business shall be as follows unless otherwise ordered by the President or as amended by the majority vote of the Park Board:

AGENDA

1. Roll Call
2. Additions or Deletions to the Agenda
3. Consent Agenda
4. Special Guests
5. Financial Report and Budget Update
6. Special Discussion/-Action Items
7. Committee Reports - Action Items

Golf ~~Committee~~

Land ~~Committee~~

Recreation ~~Committee~~

Riverfront Park ~~Committee~~

Finance ~~Committee~~

Urban Forestry Tree ~~Committee~~

Bylaws ~~Committee~~

Development and Volunteer

8. Reports

Park Board President

Liaisons ~~Reports~~

Director's ~~Report~~

9. Correspondence
10. Public Comments
11. Adjournment

12. Next Committee meeting dates

13. Next Park Board meeting dates

2. A consent agenda is presented by the Park Board President at the beginning of the Park Board meeting. Items may be moved from the consent agenda on the request of any one Park Board member. Items not moved may be adopted by general consent without debate. A Park Board member may also ask that a consent agenda item be voted on separately as part of the consent agenda. This will enable a member to abstain, recuse themselves or vote no on an item without affecting their vote on the remaining consent agenda item(s). Moved consent items may be taken up either immediately after the consent agenda or placed on the regular meeting agenda under the appropriate Park Board committee report. Consent agenda items must be distributed, as part of the regular Park Board meeting agenda, ~~within no later than~~ 48 hours ~~of prior to~~ the regular Park Board meeting and pursuant to the Open Public Meetings Act (RCW Ch. 42.30), and no items may be added to the consent agenda within 48 hours of the Park Board meeting.

Section 10. Executive Sessions.

1. Executive sessions may be held as allowed by the Open Public Meetings Act (RCW Ch. 42.30). No action or minutes shall be taken in executive sessions. Executive sessions may be held at any time during a regular or special meeting.

OFFICERS AND COMMITTEES

Section 11. Officers.

1. At its regular February meeting of each year, the Park Board shall elect a President and Vice President from its members, but in case of failure to elect at the time specified, the election shall take place at a subsequent meeting without delay, and the President and

Vice President shall continue to serve until replaced by election of the Board. The

~~Director of Parks and Recreation shall be the~~ Secretary of the Park Board ~~shall be the~~
~~Director of Parks and Recreation~~ unless another person is elected by the Park Board.

2. The President and Vice President shall hold their respective offices until the first regular meeting in February of the next year after election, and/or until their successors are elected.
3. The President, Vice President, and Secretary shall perform the duties prescribed by law, these rules, and such other duties as the Park Board may prescribe.
4. In the event of the vacancy in the office of President, Vice President or Secretary, the Park Board shall select an interim President, Vice President or Secretary to serve until the next regular election.

Section 12. Nominations.

1. At the regular meeting in January, the President shall appoint an ad hoc committee of four (4) other Park Board members to serve as the Nomination Committee to recommend nominees for the office of Park Board President, Vice President and Secretary. In making such nominations, the Committee shall take into consideration, among other matters, the length of service on the Park Board of the member being considered for election to an office. No voting member of the Park Board shall serve more than two consecutive terms in any office of the Park Board unless said member receives the unanimous consent of the entire membership of the Park Board.

Section 13. Duties of the President.

The duties and powers of the President shall be as follows:

1. To perform duties prescribed by law and all duties properly mandated by such office, and such other duties as the Park Board may prescribe.
2. To preside over the meetings of the Park Board.

3. To call special meetings and executive sessions of the Park Board within the limits of state law.
4. To set the agenda and change the order of business.
5. To set the place, date and time of special meetings, pursuant to the Open Public Meeting Act (RCW Ch. 42.30).
6. To vote on any matter that may come before the Park Board for consideration with the exception of a request for abstention or recusal.
7. To prepare and sign all official recommendations or documents duly adopted by the Park Board.
8. To assign members of the Park Board to standing ~~and existing ad hoc~~ committees before March 15 of each year with the advice and consent of the Park Board. The President shall name one member of each committee as the Chair of that committee. These new Chair assignments will begin ~~at no later than~~ the April committee meetings. Ad hoc committees of the Park Board will be appointed, as needed, by the President with the advice and consent of the Park Board.
9. To rule on procedure where no direct rule had been adopted by the Park Board. In so doing, the President shall be guided by Robert's Rules of Order.
10. To notify the Mayor in writing of any vacancy or pending vacancy on the Park Board.
11. To assign members of the Park Board to an ad hoc Park Board Nomination Committee which shall recommend a minimum of two (2) Park Board candidates per vacancy to the Mayor for City Council appointment.
12. To have the same rights and privileges as all other Park Board members.
13. To send a letter of interest to the Mayor for all Park Board members seeking reappointment.

Section 14. Duties of the Vice President.

The duties and powers of the Vice President shall be as follows:

1. The Vice President shall act in the absence of the President at any meeting, and when the President is unavailable, all duties of the office of President or as a member or any committee of which the President may be a member, shall temporarily fall upon the Vice President.

Section 15. Duties of the Secretary.

The duties of the Secretary shall be as follows:

1. The Secretary shall perform the duties required by law and all duties properly mandated by such office.
2. The Secretary shall attend meetings of the Park Board and meetings of its committee, where requested.
3. The Secretary shall keep a true and accurate record in substance of the proceedings of the Park Board, and shall have charge and custody of all the Park Board books, documents, records, minutes and papers.
4. The Secretary shall handle correspondence of the Park Board, including responses to inquiries and provide correspondence copies to all Park Board members.
5. The Secretary shall prepare agendas and schedule business on ~~regular~~ all Park Board meetings, with the approval of the Park Board President, and transmit a tentative notice of business to Park Board members in advance of the meeting, and provide legal notice of public hearings as required by law.
6. The Secretary may delegate these duties as appropriate and necessary for their accomplishment.

Section 16. Standing Committees.

1. The standing committees of the Park Board shall be:

Finance

Land

Recreation

Golf

Riverfront Park

Urban Forestry Tree

Bylaws

Joint Arts

Development and Volunteer

2. Unless otherwise ordered by the Park Board, all standing committees shall consist of a minimum of three (3) Park Board members, except the Urban Forestry Tree Committee which shall consist of two (2) Park Board members and three (3) citizens pursuant to Spokane Municipal Code (SMC 04.28.030).

3. A simple majority of the committee shall constitute a quorum for conducting business for a Park Board standing committee. In case there is no quorum present on a day set for a regular, continued or special meeting, the committee members present may adjourn until a quorum is obtained or may adjourn said meeting specifying the time and place to which the meeting matter will be continued.

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2-4. If a Park Board member plans to attend a committee meeting as a guest, they must notify the Parks Director, or designated staff, no less than 48 hours prior to the committee meeting.

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3-5. The Board may reclassify, add to, or change the number of standing committees by adopting changes to the Park Board Bylaws.

4-6. The Board President may appoint ad hoc committees for specific purposes and length of time.

5-7. Committees should be transmitted a notice of tentative business 48 hours prior to the time

of said Committee meeting.

~~6.8.~~ The agenda of a regular meeting may contain business not on the advance notice, consistent with the Open Public Meetings Act (RCW Ch. 42.30). Special meetings may only contain matters noted in the final agenda notice consistent with the Open Public Meetings Act (RCW Ch. 42.30).

~~7.9.~~ Upon agreement of the majority of the committee members present, any matter listed on the advance notice for a regular committee meeting may be submitted for a vote by that committee, whether or not designated as an action item on the advance notice.

Section 17. Duties of Committees.

1. Committees are advisory to the Park Board and shall serve the Park Board acting as fact finders to provide information and make recommendation to the Park Board.

Recommendations to the Park Board will be submitted by a majority of committee members present at the committee meeting. Votes or other actions taken by committees shall not be deemed as official actions of the Park Board but rather as recommendations to the Park Board. Only members appointed to a committee or an alternate substituting for a committee member may vote at any committee meeting. Any Park Board member attending the committee meeting may be designated by the Chair as an alternate for an absent committee member. Any Park Board member who attends a Park Board committee and is not a member or has not been appointed as an alternate may participate in meeting discussions.
2. Committees shall have the authority to task the Director of Parks and Recreation to provide information upon a majority vote of committee members present.
3. The Chair of each committee shall consult with the Director of Parks and Recreation, or the designee, to establish the agenda of the meetings.
4. In the event the Committee Chair is not present at a meeting, the committee, by

consensus, shall select a Chair pro tem.

5. Committee Chairs may allow public participation in matters coming before the committee as time permits.
6. Committee Chairs, or their designees, shall present committee information and ~~– recommendations and minutes to the full Park Board~~ at the regular monthly Park Board meeting.
7. Committee Chairs can make, second and vote on motions brought before the Committee, and shall have the same rights and privileges as all other Committee members.
8. All monthly Committee meetings will take place before the corresponding monthly meeting of the full Park Board.

Section 18. Administration.

1. The administration of the Spokane Parks and Recreation Division is the responsibility of the Director of Parks and Recreation.
2. The Director of Parks and Recreation will assign lead staff to support each committee.

Section 19. Functions of the Director of Parks and Recreation.

1. The Director of Parks and Recreation, or a designee, is the chief executive officer of the Park Board. The director is also an employee under the direct supervision of the Mayor.
2. The Director of Parks and Recreation is responsible for carrying out all policies or rules and regulations established by the Park Board.
3. All individuals employed in the Parks and Recreation Division report directly to, and are responsible to, the Director of Parks and Recreation.
4. The Director of Parks and Recreation shall make such rules, develop an administrative organization, and give such instructions to Parks and Recreation Division employees as may be necessary to make policies of the Park Board effective. The Director of Parks and Recreation may delegate authority for actions to subordinates.

5. The Director of Parks and Recreation should be present at all meetings of the Park Board, except when matters pertaining to the Director's employment are being considered or when requested by the Park Board President not to be present.
6. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a budget for the ensuing fiscal year, for Park Board approval. The Director shall develop the Parks and Recreation Division budget working with the Park Board Finance Committee.
7. The Director of Parks and Recreation shall be responsible for preparing and submitting to the Park Board a monthly and an annual report on the operation of the Park and Recreation Division, and additional information as requested by the President or by consensus of the Park Board.
8. The Director of Parks and Recreation shall keep a continuous inventory of all property, furniture, material and supplies of the Park and Recreation Division.
9. The Director of Parks and Recreation shall draw all requisitions against the budget of the City Parks and Recreation Division, handle funds of the Park Board, and shall keep proper record of expenditures and funds available.
10. As the Park Board's professional advisor, the Director of Parks and Recreation is expected to keep abreast of technical advances, and Park and Recreation techniques, to participate in professional Parks and Recreation organizations, and to attend conventions and meetings of said organizations as approved by the Park Board.
11. The Director shall provide a Parks and Recreation Division orientation for new Park Board members, and new members shall read and sign the Duties and Responsibilities form, attached to these Bylaws.

Section 20. Employment of Park Director.

1. Employment of the Park Director shall be in accordance with City Charter Article IV

Administration of City Affairs, §24, ¶1.

Section 21. Adoption and Amendment of ~~Rules, the Bylaws and Policies.~~

1. Proposed ~~new Rules, Bylaws and Fiscal Policies, and proposed changes in to the existing Rules, Bylaws and Fiscal Policies~~ will be presented in writing for reading and discussion at a Park Board meeting. At any time a Park Board member may submit a written proposal to the Park Board or Bylaws Committee to amend these Bylaws. The proposal shall be reviewed and discussed at the next scheduled Bylaws Committee meeting.

Unless it is deemed by the Park Board that immediate action would be in the best interest of the Park Board, the final vote for adoption shall take place ~~not~~ earlier than the next succeeding regular or special Park Board meeting.

2. If immediate action on a proposed ~~Rule, Bylaw or Fiscal Policy~~ is necessary, the motion for its adoption shall provide that immediate adoption is in the best interest of the Park Board. No further action is required. All new or amended Rules, Bylaws or amended Fiscal Policies shall become effective upon adoption unless a specific effective date is provided in the motion for adoption.

3. ~~Rules, Bylaws and Fiscal Policies,~~ as adopted or amended, shall be made a part of the minutes of the meeting at which action was taken.

- ~~3.4.~~ These Bylaws may be temporarily suspended or amended by a majority of the Park Board vote at any regular Park Board meeting.

Section 22. Adoption.

The foregoing Bylaws are hereby declared adopted at the meeting of the Spokane Park Board held this _____ day of _____, ~~2019~~2021, and all previous Bylaws are hereby declared void and repealed.

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Spokane Park Board

By:

Spokane Park Board President

Date approved: _____

Approved as to form:

Assistant City Attorney

Attachment that is part of the Bylaws:

Exhibit A – Spokane Park Board Member Duties and Responsibilities

SPOKANE PARK BOARD
MEMBER DUTIES AND RESPONSIBILITIES FORM

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 - The formulation and adoption of rules and regulations relating to Spokane Parks and Recreation facilities: By Charter the Park Board establishes policies and rules relating to park facilities, such as the Tobacco-Free Zones, sets pricing and fees for a variety of park facilities, etc.
 - Regular attendance at the required monthly and special meetings of the Spokane Board: Each Board member is expected to attend regular and special meetings of the Board, unless excused in advance by the President. The Spokane Park Board is scheduled for the second Thursday of each month at 3:30 p.m. unless otherwise posted. As a matter of practice, any absence is deemed excused so long as the President or Secretary is alerted in advance to your absence. There is no recent memory of a Board member being formally admonished for unexcused absenteeism, but it should be understood that continual absences may prompt the President to declare your absences unexcused, and three unexcused absences constitute grounds for removal from the Board.
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D. Acknowledgement: As Respect to the Spokane Park Board, as a member of the Spokane Park Board, I acknowledge:

- I have read and understand the Member of the Board duties and responsibilities;
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- I understand and accept the time commitment involved as a Board member of the Spokane Park Board;
- I generally accept the duties and responsibilities of a Board member;

In signing this document, I understand that no rigid standards of measurement and achievement are being formed.

Signature

Printed Name

Date Signed: _____

Dates of Term: _____

Form Updated: ~~October~~ April 2021~~19~~

Spokane Park Board

Briefing Paper



Committee	Bylaws		
Meeting date	Park Board April 8, 2021, meeting		
Requester	Pamela Clarke	Phone number: 625-6241	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	CRP 1981-0401		
Item title: (Use exact language noted on the agenda)	Urban Forestry Tree Committee quorum		
Begin/end dates	Begins: 04/08/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: The recommendation is to add the following language to Section 16.2 of the Spokane Park Board Bylaws as it relates to a quorum of the Urban Forestry Tree Committee: "with the exception of Urban Forestry Tree Committee which requires two of the simple majority to be Park Board members." Without adding this stipulation it would be possible for a simple majority to be present at a UFTC meeting without a Park Board member being present. Special note: It is recommended to forego a first and second reading on this proposed added language based on Bylaws guidelines that this action "would be in the best interest of the Park Board." (Section 21.1).			
Motion wording: Move to adopt additional language to Section 16.2 of the Spokane Park Board Bylaws providing clarification on a quorum of the Urban Forestry Tree Committee.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: n/a Budget code: _____			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

Spokane Park Board

Briefing Paper



Committee	Development & Volunteer		
Committee meeting date	March 30, 2021		
Requester	Fianna Dickson	Phone number: 625-6297	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Development & Volunteer Committee mission statement, goals and objectives		
Begin/end dates	Begins: 04/08/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: We aimed to capture the purpose of this new subcommittee - the mission, goals we wish to achieve, and some objectives to help us reach those goals. This document can evolve, but will serve as an early guide for our work.			
Motion wording: Approve the Development & Volunteer Committee mission statement, goals and objectives as presented			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Fianna Dickson Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



Development & Volunteer Committee (DVC) Overview

A special committee of the Spokane Park Board

Updated: March 31, 2021

Purpose/Mission

The purpose of the Development and Volunteer Committee is to help guide fundraising priorities (capital and programmatic), and to enhance the growth and coordination of the “Friends of” volunteer groups who work to fulfill those fundraising priorities.

Goals

- Guide and support Parks & Recreation’s capital and programming fundraising priorities
- Serve as an umbrella over “Friends of” groups
- Foster the creation and growth of new “Friends of” groups

Objectives to obtain those goals

Goal: Guide and support Parks & Rec’s capital and programming fundraising priorities

- a. Develop an annual priority fundraising list for capital and programming projects, in concert with Parks & Recreation leadership and the full Park Board
- b. Develop a fundraising master plan
- c. Create toolkits/presentations/videos as needed
- d. Utilize Park Board members’ connections to solicit potential donors
- e. Develop procedures for accepting and recognizing funds

Goal: Serve as an umbrella over “Friends of” groups:

- f. Centralize MOU agreements for consistency
- g. Create a Citizens Advisory Committee (CAC) comprised of reps from all Friends groups, and Community Assembly/neighborhood councils as appropriate
- h. Increase coordination between Friends groups for shared resources, ideas, concerns/issues, marketing, and support
- i. Support Friends’ fundraising efforts, guided towards the determined fundraising priorities
- j. Support communication with their staff liaison and additional appropriate Park Board committees (i.e. Land, Riverfront Park)

Goal: Foster the creation and growth of new “Friends of” groups

- a. Create a Friends of Riverfront Park

Composition & Representation

The DVC is a “special” committee of the Park Board, similar to the Joint Arts Committee. All actions will come through a “regular” committee of the Park Board (i.e. Land, Riverfront). Please see Park Board Organizational Chart for reference.

It will be comprised of 50% Park Board and 50% non-Park Board community members. There will be four Park Board members, one representative from the CAC, and three business/community members.



Park Board Committee Organization Chart



Chart Legend

Governing Body

Standing Special Committee - Advisory to Standing Regular Committee

Standing Regular Committee - Advisory to the Park Board

Standing Special Committee - Advisory to the Park Board

Citizens Advisory Committee - Advisory to Standing Special Committee

Development & Volunteer Committee Update

Park Board, April 2021





DVC Mission

The purpose of the Development and Volunteer Committee is to help guide fundraising priorities (capital and programmatic), and to enhance the growth and coordination of the “Friends of” volunteer groups who work to fulfill those fundraising priorities.



DVC Goals

- Guide and support Parks & Recreation's capital and programming fundraising priorities
- Serve as a facilitator amongst "Friends of" groups
- Foster the creation and growth of new "Friends of" groups



DVC Objectives (to obtain goals)

Goal: Guide and support Parks & Rec's capital and programming fundraising priorities

- Develop an annual priority fundraising list for capital and programming projects, in concert with Parks & Recreation leadership and the full Park Board
- Develop a fundraising master plan
- Create toolkits as needed
- Utilize Park Board members' connections to solicit potential donors



DVC Objectives (to obtain goals)

Goal: Serve as a facilitator amongst “Friends of” groups

- Centralize MOU agreements for consistency
- Create a Citizens Advisory Committee (CAC) comprised of reps from all Friends groups
- Increase coordination between Friends groups for shared resources
- Support Friends’ fundraising efforts
- Support communication with their staff liaison and appropriate committees



DVC Objectives (to obtain goals)

Goal: Foster the creation and growth of new “Friends of” groups

- Create a Friends of Riverfront Park (more details to follow)



Composition & Representation

- “Special” committee of the Park Board (similar to Joint Arts)
- All future actions will come through a “regular” committee (i.e. Land, Riverfront)
- Membership: 4 Park Board, 4 non-Park Board (1 CAC rep, 3 business/community members)



ACTION ITEM: Vote on DVC Mission/Goals

Vote to approve the Development & Volunteer special Committee mission statement, goals, and objectives as presented?



Steps for Beginning “Friends of Riverfront”

1. Recruit a core leadership group interested in helping create and build a roadmap for the Friends of Riverfront
 - We plan to ask Board and staff for suggestions of core leadership members
2. Consult with core leadership group to develop plans to recruit Friends of Riverfront volunteers
 - This will include specialized segments like Events, Volunteer Coordination, Fundraising and others
 - These are simply examples of potential segments and we will coordinate with Parks staff before moving ahead



Steps for Beginning “Friends of Riverfront” (cont.)

3. Add 4 public members to DVC (to match 4 Park Board members), and develop a DVC Citizens Advisory Council (made up of reps from “Friends of” groups”)
4. Develop a Friends of Riverfront organizational structure
5. Select officers for Friends of Riverfront
6. Implement the Friends of Riverfront volunteer recruitment (this may happen before DVC and Citizens Advisory Council completion)

Questions & Comments



From: [Walker, Debbie](#)
To: [Clarke, Pamela](#)
Subject: FW: Proposed water tower for South Hill
Date: Monday, March 15, 2021 11:34:13 AM

As the weather improves and spring is on the way, I'm enjoying the sunshine today and thinking how sad it would be if the new water tank were to be built on the ridge directly behind our homes near 31st and Napa. Our sunlight would be cut off, taking the light and warmth we need. The negative impact on our lives would be significant. If you haven't seen the proposed site, I urge you to come over and see how close it is to us and visualize the damage the tank would cause if it were to be built here.

The site in Hamblen Park makes so much more sense. No nearby homes will be affected, and the cost will be so much less than what would have to be spent to build a road for heavy equipment and then blast tons of rock to make the 31st and Napa location suitable for the tank.

Thanks for your consideration,

Debbie Walker
Treasurer, Rockridge View II Homeowner's Association

From: [Daubel Thompson, Wendy](#)
To: [Clarke, Pamela](#)
Subject: RE: Proposed South Hill Water Tank
Date: Tuesday, March 16, 2021 8:03:48 AM

From: Wendy Daubel Thompson <wsdaubel@gmail.com>

Sent: Monday, March 15, 2021 8:26 PM

To: Beggs, Breean <bbeggs@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>; Twohig, Kyle <ktwohig@spokanecity.org>; Buller, Dan <dbuller@spokanecity.org>; Jones, Garrett <gjones@spokanecity.org>; Simmons, Scott M. <smsimmons@spokanecity.org>; Cathcart, Michael <mcathcart@spokanecity.org>

Cc: Carol Tomsic <carol_tomsic@yahoo.com>; Makaya Judge <makayajudge@gmail.com>

Subject: Proposed South Hill Water Tank

Hello,

I live at the Rockridge View II Condominiums on east 30th, a few hundred feet from the 31st/Napa location that is being considered for the water tank. I'm writing to ask you to please consider the impact this would have on our neighborhood and our backyards. Because of the large amounts of basalt rock, there would be blasting, drilling and construction to get the ridge prepped for placement, not to mention the extra cost to the City. And once the tank is placed, we would lose any sunlight from the south and also the walking trails on the ridge.

Hamblen Park would be the ideal location for the tank because it would have little or no impact on the neighborhood. As all sketches have shown, it would leave a very small footprint where it is located as it would be surrounded by trees. Also, the cost would be considerably lower as there is easy access to the site.

I am asking you to please consider Hamblen Park for the location of the proposed water tank.

Wendy Daubel Thompson
President, Rockridge View II Homeowner's Association

1102 W. 18th Avenue
Spokane, WA 99203
March 19, 2021

Spokane Park Board
808 W. Spokane Falls Blvd., 5th Floor
Spokane, WA 99201

RE: Commemoration of King Cole

Dear Park Board:

Hal McGlathery called me recently to inform me that the Park Board is considering special commemoration of King Cole for Riverfront Park's 50th anniversary—and that you've formed a committee to study how to do so.

I fully support and applaud that effort. There is no one more deserving of such recognition than King Cole. Without his transformational vision, and without his herculean effort to rally our community and leverage a world's fair to realize that vision, there would not have been a Riverfront Park. Just as the Olmsteads are given credit for conceiving our present park system, so should we give credit to King Cole for envisioning and building the pathway to Riverfront Park.

So I ask you to "think big" when it comes to recognition and commemoration of King Cole. And, my suggestion for "thinking big" would be to name the Pavilion after him—The King Cole Pavilion. I suggest this because this gesture is significant and truly measures up to the man and his huge contribution to quality of life in Spokane.

I'm not opposed to the idea of a statue in King Cole's honor, but I'm lukewarm about it for two reasons. First, a statue in Riverfront Park (unless you build it on a scale something like the Lincoln Memorial) won't measure up to King Cole's accomplishment—and the scale of his statue should vastly exceed other statues elsewhere in the park. Second, we should be cautious about being excessive with statues and memorials, to the point where the park is dotted with them at every turn and starts to look like a cemetery.

Also, I realize that naming the Pavilion after King Cole might preclude selling the Pavilion's naming rights to a commercial enterprise. Basically I'm not fond of selling naming rights to publicly funded park features. Yes, I experienced the annual anxiety of strained park M&O budgets. But selling the naming rights of publicly funded park features always impressed me as somewhat crass—like selling one of your beloved children into indentured service because you couldn't otherwise afford them.

So I urge you to seriously consider naming the Pavilion after King Cole. The Pavilion is now clearly the park's glorious centerpiece...and it's completely appropriate to have that glory reflect on its founding father, King Cole.

Thanks for all your hard work.

Sincerely,



Steve McNutt

Past president and past member of the Park Board (for 12 years and 11 months)

P.S. Hal McGlathery and I haven't always been on the same page on how best to realize and execute Riverfront Park's vision. But our hearts have always been in the same place. On this issue, I think our hearts and visions are in alignment. So I'm thinking significant recognition of King Cole must be a really good idea. Go for it. And, again, think big.

cc: Hal McGlathery