

Spokane Park Board

3:30 p.m. Thursday, December 14, 2023 In-person in Council Chambers, City Hall, and WebEx virtual meeting

Park Board Members

Bob Anderson – President Gerry Sperling – Vice President Garrett Jones – Secretary

Nick Sumner (absent/excused)

Greta Gilman

Sally Lodato (absent/excused)

Jennifer Ogden Barb Richey

Hannah Kitz

Kevin Brownlee

Doug Kelley

Jonathan Bingle – City Council liaison (absent/excused)

Parks Staff

Guests

Jason Conley
Al Vorderbrueggen
Jennifer Papich
Rich Lentz
Jonathan Moog
Nick Hamad
Fianna Dickson

Katie Kosanke Sarah Deatrich

MINUTES

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

1. **Roll Call**: Bob Anderson

The meeting was called to order at 3:30 p.m. See above for attendance.

2. Additions or deletions to the agenda:

A. None

3. Public comments:

A. None

4. Consent agenda:

- A. Administrative and committee-level items
 - 1) November 9, 2023, regular Park Board meeting minutes
 - 2) Claims November 2023
 - 3) Inter local agreement with Spokane County Fire District 10 for EMS/fire protection at Palisades Park and Indian Canyon conservation area properties at \$1,800 per year Al Vorderbrueggen
 - 4) 2024 Recreation Centers Contract for the combined amount of \$638,578 (no tax) Jennifer Papich
 - 5) Garco Construction, Inc., Change Order #5 / Riverfront Park South Suspension Bridge Renovation Construction (\$86,975.85 plus applicable taxes) Berry Ellison
 - 6) Golf professional Steve Conner Exhibit B (section 7.2) contract amendment / Downriver golf course Mark Poirier
 - 7) Desautel Hege contract renewal Fianna Dickson
 - 8) Accepting the agreement between CITY OF SPOKANE PARKS AND RECREATION

DIVISION and CIVICPLUS; providing Recreation Management Software and hosting – Jason Conley

Motion No. 1: Bob Anderson moved to approve consent agenda items #1 - #8, as presented. Gerry Sperling seconded.

Motion passed with unanimous consent (8-0)

5. Special guests

A. None

- 6. **Financial report and budget update** Rich Lentz presented the November financial report and budget update.
 - A. Park Fund: The November operating expenditures for the Park Fund are approximately \$1.6 million more than the historic budget average. Year-to-date revenues are about \$1.6 million above the budget average. Revenues are exceeding expenditures nearly \$472,000.
 - B. Golf Fund: The November operating expenditures for the Golf Fund are about \$373,000 less than the budget average. Year-to-date revenues are below the budget average approximately \$721,000. Revenues are exceeding expenditures about \$1.2 million year-to-date.

7. Special discussion/action items:

A. None

8. **Committee reports**:

Urban Forestry Tree Committee: December 5, 2023 – Kevin Brownlee

- A. Action items: None
- B. Urban Forestry Tree Committee update
 - 1) \$6 million Inflation Reduction Act grant progress update
 - a. Urban Forestry is scaling program projections down from the \$25 million application request to the \$6 million that was granted. Projects will launch on February 1, 2024, and will include tree planting, pruning, and removals, and an additional Urban Forester. Programs will be implemented after they are defined.
 - 2) Tree City USA program summary
 - a. Planting an educational activity included:
 - Arbor Day celebration
 - Fall Leaf Festival
 - Tree Symposium
 - SpoCanopy tree plantings
 - Susie Forest plantings
 - 4,316 community trees planted in 2023
- C. The January 2, 2023, meeting is CANCELED. The next scheduled meeting is 4:15 p.m. January 30, 2024, in the Liberty Park Library events room, and virtually via WebEx.

Land Committee: December 6, 2023 – Greta Gilman

- A. Action items: The action item was presented on the consent agenda.
- B. Land Committee update Greta Gilman
 - Land Committee had a second action item which will be presented to the Board on a later date. This item pertains to Parks working with the Friends of Coeur d'Alene Park on legislative project funding.
 - 2) Engineering services attended the meeting to discuss the installation of a flashing

beacon pedestrian crosswalk near the Hillyard Aquatic Center to provide safer crossing of Market Street.

C. The next scheduled meeting is 3:30 p.m. January 3, 2024, in The Hive events room 'A', and virtually via WebEx.

Recreation Committee: December 6, 2023 – Sally Lodato

- A. Action items: The action item was presented on the consent agenda.
- B. Recreation Committee update Jennifer Papich
 - 1) The committee has been discussing residents vs. non-residents participation in our recreation programs and implementation of a non-resident fee. Research concluded expanding programs and creating new programs would create a much greater impact on wait lists than implementing a non-resident fee. A potential addition of 411 new programs could serve up to 2,300 additional participants. It would also help to avoid unintended participation barriers and allow for more consistent revenue projections with a net revenue potential of up to \$60k.
 - 2) The winter/spring activity guide is available online and has a new translation feature which will convert the guide into any of over 100 languages. Other new features include a summer camp payment plan option and a donation option. 100% of donation proceeds go towards youth scholarship programs.
- C. The 5:15 p.m. January 3, 2023, meeting is CANCELED. The next scheduled meeting is 5:15 p.m. January 31, 2023, in The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: December 11, 2023 – Gerry Sperling

- A. Action items: The action item was presented on the consent agenda.
- B. Jon Moog presented a Riverfront Park update for November 2023.
 - 1) Scan the QR code on page two of the presentation to watch a City Cable 5 video which highlights the process and effort that goes into creating ice at the Skate Ribbon.
 - 2) Local veterans were recognized with lighting the Pavilion green for the week around Veteran's Day and free Carrousel rides for veterans.
 - 3) The launch of the igloo rental at the Numerica Skate Ribbon has been a success.
 - 4) The All-Access Annual Pass is available for purchase through December 31.
 - 5) Monthly story time is still doing well, with a typical attendance of around 100 people.
 - 6) The Tree Lighting Celebration was paired with the Winter Market this year. There were over 50 vendors, carolers, ice skating demonstrations and more.
 - 7) Riverfront partnered with the WA State Dept of Ecology on promoting recycling plastic, featuring the Garbage Goat.
- C. The next scheduled meeting is 4:00 p.m. January 8, 2024, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: December 12, 2023 – Nick Sumner

- A. Action items: The action item was presented on the consent agenda.
- B. Golf Committee update Bob Anderson presented in Nick Sumner's absence.
 - 1) 2023 ended with nearly 6,000 more rounds than 2022.
 - 2) All four golf courses are closed for the season; however, the simulators are doing well.
- C. The next scheduled meeting is 8:00 a.m. January 9, 2024, at The Hive events room 'C', and virtually via WebEx.

Finance Committee: December 12, 2023 – Bob Anderson

- A. Action items: Two of two action items were presented on the consent agenda.
- B. Finance Committee update:
 - 1) Bob expressed appreciation to the Parks team for the management of controllable operational expenses.

C. The next scheduled meeting is 3:00 p.m. January 9, 2024, in the Shadle Park Library events room, and virtually via WebEx.

Development & Volunteer Committee / Citizens Advisory Committee: November 15, 2023 – Jennifer Ogden

A. Action items: None

- B. DVC/DVCAC Committees update Jennifer Ogden
 - 1) Citizen Advisory Committee members gave their reports.
 - 2) Nick Hamad gave a presentation regarding the Parks levy ask. Roughly 50% of the funds would be used to renovate parks or replace equipment, 29% toward safety and maintenance, 12% acquisitions and development, and 7% administrative. These numbers may change as we continue to receive public input.
- C. The 4:00 p.m. December 20, 2023, Development & Volunteer Committee / Citizen Advisory Committee meeting is CANCELED. The next scheduled Development & Volunteer Committee / Citizen Advisory Committee meeting is 4:00 p.m. January 17, 2023, in the Liberty Park Library events room, and virtually via WebEx.

9. **Reports**

- A. President: Bob Anderson
 - 1) The City Council has moved the Parks levy ballot request from February to August 2024 and this will be a major part of the Spring retreat and may require additional Board meetings. Current plans are to route future community input regarding levy implementation priorities through the DVC and DVCAC.
 - 2) Thanks to Parks staff and the Friends of Manito for this year's wonderful holiday lights.
 - 3) Riverfront and Cowley parks are also providing holiday lights.
 - 4) Election of Board officers will take place in February. At the January meeting, an ad-hoc committee of four members will be appointed to conduct the nominations. Input from Board members regarding their standing committee appointments will also be requested by the nomination committee members.
 - 5) Gerry Sperling's and Barb Richey's first full terms on the Board expire on February 6th. They have both expressed interest and reapplied for a second term.
 - 6) Greta Gilman and Hannah Kitz have met with Nick Hamad and Al Vorderbrueggen regarding a partnership policy. They discovered an old policy which may serve as a good staring point to be updated rather than developing an entire new policy.

B. Liaisons

- 1) Conservation Futures Nick Sumner No update
- 2) Parks Foundation Barb Richey
 - a. Parks Foundation met on December 6. Wade Schertenlieb was unanimously voted 2024 President and Kevin Hennessey will serve as Past President.
 - b. Massoud Emami and Roger Chase were unanimously approved to serve a second term
 - c. Kevin Eddie was thanked for his nine years of service and for serving several terms.
 - d. November financials were presented, and the Foundation's financial standing is good.
 - e. Grant allocations will be increased to \$70,000 in 2024.
 - f. MOU with the City of Cheney was presented and discussed.
 - g. The next meeting is February 28, 2024.
- 3) City Council Jonathan Bingle No update

C. Director (Interim): Jason Conley

- 1) Finance and Accounting
 - The 2023 budget was kept in good shape.
 - The 2024 budget has been approved by City Council.
 - 2023 welcomed a new Finance Director, Rich Lentz.

2) Park Operations

- Park Operations team did a fabulous job keeping the parks maintained, clean, and safe.
- A maintenance grant was recently secured, allowing repair of playground equipment and other park amenities.

3) Recreation

• In addition to Recreation team's 2023 successes noted in Jennifer Papich's above, the team did a wonderful job in advocating for fitness and healthy living.

4) Riverfront Park

- In addition to RFP's 2023 successes presented by Jonathan Moog above:
 - The RFP butterfly was re-installed.
 - The team continues to work diligently on plans for the upcoming EXPO+ 50 celebration.

5) <u>Golf</u>

Golf had a great year with records rounds played.

6) <u>Urban Forestry</u>

Katie Kosanke's hard work secured Urban Forestry a \$6M grant.

7) Park Planning

- The Planning team accomplished several projects in 2023.
- Bridge work is continuing.
- The team is currently planning 2024 projects.
- 8) Spokane hosted the 2023 WRPA conference.
- 9) Parks staff and the Park Board were involved in many conversations regarding dog parks, resulting in the decision to improve the existing High Bridge dog park rather than building a new one.
- 10) Staff and Park Board will be working hard to inform citizens about the park levy and what it will do for parks.
- 11) The Park Board welcomed new member, Doug Kelley.

10. Executive session

A. None

11. Correspondence:

A. Letters/email: None

12. **Adjournment**: The meeting was adjourned at 4:09 p.m.

13. **Meeting dates**

A. Committee meetings:

Urban Forestry Tree Committee: The 4:15 p.m. January 2, 2024, meeting is CANCELED. The next scheduled meeting is 4:15 p.m. January 30, 2024, in the Liberty Park Library events room, and virtually via WebEx.

Land Committee: 3:30 p.m. January 3, 2024, in The Hive events room 'A', and virtually via WebEx.

Recreation Committee: The 5:15 p.m. January 3, 2024, meeting is CANCELED. The next scheduled meeting is 5:15 p.m. January 31, 2023, in The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. January 8, 2023, in the Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. January 9, 2023, in the Hive events room 'C', and virtually via WebEx.

Finance Committee: 3:00 p.m. December 12, 2023, in The Hive events room 'C', and virtually via WebEx.

Development & Volunteer Committee / Citizens Advisory Committee: The 4:00 p.m. December 20, 2023, meeting is CANCELED. The next regularly scheduled Development & Volunteer Committee / Citizen Advisory Committee meeting is 4:00 p.m. January 17, 2023, in the Library Park Library events room, and virtually via WebEx.

- B. Park Board: 3:30 p.m. January 11, 2024, Council Chambers, lower-level City Hall, and virtually via WebEx.
- C. Park Board Study Session: No session scheduled at this time.

| Minutes approved by: | Garrett Jones |
|----------------------|-------------------------------------|
| | Garrett Jones, Park Board Secretary |

CITY OF SPOKANE PARK AND RECREATION DIVISION NOVEMBER 2023 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - DECEMBER 14, 2023

PARKS & RECREATION:

| SALARIES & WAGES | \$ 986,581.50 |
|------------------------------|--------------------|
| MAINTENANCE & OPERATIONS | \$ 481,615.67 |
| CAPITAL OUTLAY | \$ - |
| DEBT SERVICE PAYMENTS | \$ - |
| PARK CUMULATIVE RESERVE FUND | \$ 279,942.05 |
| RFP BOND 2015 IMPROVEMENTS: | |
| CAPITAL OUTLAY | \$ 1,862.00 |
| GOLF: | |
| SALARIES & WAGES | \$ 169,605.42 |
| MAINTENANCE & OPERATIONS | \$ 118,223.57 |
| CAPITAL OUTLAY | \$ 15,161.90 |
| DEBT SERVICE PAYMENTS | \$ - |
| TOTAL EXPENDITURES: | \$ 2,052,992.11 |

Spokane Park Board Briefing Paper



| Committee | Land | Committee meeting date: 12/6/ | /2023 |
|---|---------------------------------------|--|--------------------------|
| Requester | Al Vorderbrueggen | Phone number:363-5 | 5464 |
| Type of agenda item | Consent ODiscussion | Information | Action |
| Type of contract/agreement | New Renewal/ext. OI | Lease OAmendment/change or | rder Other |
| City Clerks file (OPR or policy #) | Cross reference OPR 2019-05 | 58 & 2012-0472 | |
| Master Plan Goal, Objective, Strategy | Maintain and Care | Master Plan Priority Tier: First | t |
| (Click HERE for link to the adopted plan) | | (pg. 171-175) | |
| Item title: (Use exact language noted on the agenda) | | kane County Fire District 10 for EM nd Indian Canyon conservation are | |
| Begin/end dates | Begins: 01/01/2024 | Ends: 12/31/2028 | 06/01/2525 |
| Background/history: Palisades Park and Indian Canyon properties are owned and maintained by the City of Spokane Parks and Recreation but fall outside the City limits and protection by the Spokane Fire Department. Spokane County First District 10 proposes this inter local agreement, originally formulated by the County in 2012, for five years. | | | |
| Motion wording: Approve inter local agreement with Spokane County Fire District 10 for EMS/fire protection at Palisades Park and Indian Canyon conservation area properties at \$1,800.00 per year. | | | |
| Approvals/signatures outside Parks: | • Yes No | | |
| If so, who/what department, agency or co | · · · · · · · · · · · · · · · · · · · | | |
| Name: Kenneth Johnston, Chief | Email address: kjohnston@so | ofd10.org Phone: 509 | 9-919-3347 |
| Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: avorderbrueggen@spokanecity.org Grant Management Department/Name: | | | |
| Fiscal impact: Expenditure | Revenue | | |
| Amount: \$1,800.00 per year/5 years | Budget code: TBD | | |
| Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) | New vendor | for new contractors/consultants/venc | dors |
| Contractor is on the City's A&E Roster - C | City of Spokane ACH F | orms (for new contractors/consultant | ts/vendors |

INTERLOCAL AGREEMENT FOR EMS/FIRE PROTECTION SERVICES

THIS INTERLOCAL AGREEMENT is made by and between the City of Spokane, a Washington State municipal corporation, whose address is 808 West Spokane falls Boulevard, and Spokane, Washington 99201 (hereinafter referred to as the "City"), and Spokane County Fire District 10, a political subdivision of the State of Washington, whose address is 929 S Garfield ,Airway Heights ,Washington 99001 (hereinafter referred to as the "District or "Fire District 10"), jointly hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the District is organized and has authority to provide Emergency Medical Service (EMS)/fire protection services to real property, personal property, improvements, and structures located within its jurisdictional limits; and

WHEREAS, the City owns real property, personal property, improvements, and /or structures located within the jurisdictional limits of the District; and

WHEREAS, RCW 52.30.020 authorizes the City and the District to enter into EMS/ fire protection services for the protection of citizens and property owned by the City within the jurisdictional boundaries of the District; and

WHEREAS, pursuant to the provisions of RCW Ch. 39.34, the Interlocal Cooperation Act, and RCW 52.30.020, the Parties desire to enter into an Interlocal Agreement for the providing of EMS/ fire protection services; and

WHEREAS, the Parties wish to delineate the terms and conditions of compensation to the District for the District providing EMS/fire protection services to City property as outlined and set forth in this Agreement.

NOW THEREFORE, for the mutual benefits to be derived both to the City and to the District, and under the authority as provided by RCW 52.30.020 and RCW Ch. 39.34, the Parties mutually agree as follows:

- 1. **SCOPE OF SERVICE**. The District shall provide EMS/fire protection services to the following City property Located within the boundaries of the District:
 - A. All City park property commonly referred to as Palisades Park and Indian Canyon Park, which shall include all of the real property and all improvements and structures located thereon.
 - 2. **TERM**. The term of this Agreement shall be from January 1,2024 through December 31, 2028.

This Agreement shall not be terminated prior to the end of its term (December 31, 2028) without the express written consent of both the District and the City.

3. **COMPENSATION**. As compensation for EMS / fire protection services, the City shall pay to the District the sum of \$1,800.00 per year for calendar years 2024, 2025, 2026, 2027, 2028.

The District shall submit its invoice to the City in January of each year, and the City shall submit its payment for the full annual amount to the District within thirty (30) days of receipt of the invoice.

The annual compensation as provided for herein shall not be reduced for any reason, including but not limited to any reduction in the amount (whether acreage, square footage, value, or type) of City property located within the District's boundaries.

4. **ADDITIONAL PROPERTY/IMPROVEMENTS**. The City shall be allowed, as provided for herein, to add additional lands, improvements, structures, and equipment to the properties protected under this Agreement without additional compensation to the District.

Additions to any Park property shall be limited to additional Park lands and related improvements or structures incidental to the current use of the Park property presently associated with Palisades Park or Indian Canyon Park.

In the event that the City acquires additional property and improvements not provided for in this Agreement, the City reserves the right to invoke the provision of RCW 52.30.020 regarding the providing of fire protection services with the City's own staff and equipment.

- 5. **AGGREMENT TO BE FILED**. This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.
- 6. **ADMINISTRATION**. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - 7. **NOTICES**. All notices, invoices and/or payments shall be sent to the following:

City of Spokane c/o Spokane City Parks Director Jason Conley, Asst Director 808 West Spokane Falls Boulevard Spokane WA 99201

Spokane Fire District #10 Attn: Fire Chief Ken Johnson 929 S Garfield Road, Airway Heights WA 99001

8. **LIABILITY.** In the performance of this contract, the District is an independent entity and the Districts, its officers, employees, and agents shall not be considered to be employees or agents of the City.

The City shall defend, indemnify and hold harmless the District from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the City, its employees, or agents in connection with this Agreement.

In the performance of this contract, the City is an independent entity, and the City, its officers, employees, elected representatives, and agents shall not be considered to be employees or agents of the District.

The District shall defend, indemnify, and hold harmless the City from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the District, its employees, or agents in connection with this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

This provision shall survive the expiration of this Agreement.

9. **OTHER AGREEMENTS**. By entering into this Agreement, this Agreement does not affect, alter or amend any existing mutual aid agreement or mutual response agreement entered into between the Parties, or entered into between the Parties and any other fire district or fire department. This agreement does not affect the right or authority of the District to regulate open burning as provided by RCW 52.12.108.

10. MISCELLANEOUS.

- **A. Non-Waiver**. No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- **B. Headings**. Headings are inserted for convenience, and are a reference only and are not to be deemed part of or to be used in construing this Agreement.
- **C. Entire Agreement**. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement
- **D. Modification**. No modification or amendment to this Agreement shall be valid until put in writing and signed by both parties with the same formalities as this Agreement.
- **E. Assignment**. Neither party may assign its interest in this Agreement without the express written consent of the other party.
- **F. Severability**. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- **G. Compliance with Laws**. The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.
- **H. Non-discrimination**. In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any

sensory, mental, or physical handicap in employment or application for employment, or in the administration or delivery of services or any other benefits under this Agreement.

- **Venue Stipulation**. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or jurisdictional proceeding shall be instituted only in courts of competent jurisdiction with Spokane County, Washington.
- J. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons

| Dated: | Spokane County Fire District 10 |
|-------------------------|---|
| | Spokane County Fire District 10 By: -/D/632365267456 Title: Fire Chief |
| Dated : | City of Spokane Parks and Recreation Department By: Director |
| Approved as to form : | |
| Assistant City Attorney | |
| Attest: | |
| Spokane City Clerk | |

AGENDA SHEET FOR PARK BOARD MEETING OF: June 13, 2019 Submitting Division Contact Person Phone No. Parks & Recreation Al Vorderbrueggen 5464 Operations Recreation/Golf Riverfront Park Department: CLERKS' FILEOPR 2019 -0556 RENEWAL Golf Land Recreation Committee: OPR-2012-0472 **CROSS REF FNG** New Amendment Renewal Extension BID REQUISITION Beginning date: <u>07/01/2019</u> Expiration date: 06/30/2023 Open ended **AGENDA WORDING:** A PP Renew 5-year (2019-2023) Interlocal Agreement with Spokane County Fire District 10 for EMS/Fire Protection at Palisades Park and Indian Canyon conservation area properties at \$1,000 per year. RECEIVED 1 8 2019 الال **BACKGROUND:** (Attach additional sheet if necessary) CITY CLERK'S OFFICE Palisades Park and Indian Canyon properties are owned and maintained by the City of Spokane Parks Department but fall outside of the city limits and protection by the city Fire Department. Spokane County Fire District 10 proposes renewing this interlocal agreement, formulated in 2012, for five additional years. RECEIVED **RECOMMENDATION:** Approve Interlocal Agreement JUN 2 7 2019 ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements. Interlocal agreement, past agreement OPR-2012-0472 SIGNATURES: Dept. Manager Al Vorderbrueg Requester - Al Vorderbrueggen Rec - Garrett Jones Parks Accounting - Megan Qureshi Legal Dept. - Pat Dalton ocallaban@scfd10, org **DISTRIBUTION:** Parks: Accounting Parks: Edward Pinos **Budget Manager:** Requesta. Al Vorderbruega PARK BOARD ACTION: APPROVED BY SPOKANE PARK BOARD President

June 13, 2019

| Fiscal Impact Expenditure: | Budget | : Account |
|--|-------------|---|
| | | |
| Revenue: | | |
| nevenue. | | |
| | | |
| | | |
| Existing vendor New vendor – If so, | please incl | ude vendor packet |
| Supporting documents: | | |
| Quotes/Solicitation (RFP, RFQ, RFB) | | W-9 (for new contractors/consultants/vendors) |
| Contractor is on the City's A&E Roster City of Spokane | 4 | ACH Forms (for new contractors/consultants/vendors) |
| Spokane Business registration expiration date: | | Insurance Certificate (minimum \$1 million in General |
| | | Liability) |

INTERLOCAL AGREEMENT FOR EMS/FIRE PROTECTION SERVICES

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WITNESSETH:

WHEREAS, the District is organized and has authority to provide Emergency Medical Service (EMS)/fire protection services to real property, personal property, improvements, and structures located within its jurisdictional limits; and

WHEREAS, the City owns real property, personal property, improvements, and /or structures located within the jurisdictional limits of the District; and

WHEREAS, RCW 52.30.020 authorizes the City and the District to enter into EMS/ fire protection services for the protection of citizens and property owned by the City within the jurisdictional boundaries of the District; and

WHEREAS, pursuant to the provisions of RCW Ch. 39.34, the Interlocal Cooperation Act, and RCW 52.30.020, the Parties desire to enter into an Interlocal Agreement for the providing of EMS/ fire protection services; and

WHEREAS, the Parties wish to delineate the terms and conditions of compensation to the District providing EMS/fire protection services to City property as outlined and set forth in this Agreement.

NOW THEREFORE, for the mutual benefits to be derived both to the City and to the District, and under the authority as provided by RCW 52.30.020 and RCW Ch. 39.34, the Parties mutually agree as follows:

- 1. **SCOPE OF SERVICE**. The District shall provide EMS/fire protection services to the following City property Located within the boundaries of the District:
 - A. All City park property commonly referred to as Palisades Park and Indian Canyon Park, which shall include all of the real property and all improvements and structures located thereon.
 - 2. **TERM**. The term of this Agreement shall be from January 1,2019 through December 31, 2023.

This Agreement shall not be terminated prior to the end of its term (December 31, 2023) without the express written consent of both the District and the City.

3. **COMPENSATION**. As compensation for EMS / fire protection services, the City shall pay to the District the sum of \$1000.00 per year for calendar years 2019, 2020, 2021, 2022, 2023.

The District shall submit its invoice to the City in January of each year, and the City shall submit its payment for the full annual amount to the District within thirty (30) days of receipt of the invoice. Provided however, for the year 2019, the District shall submit its invoice to the City upon the execution of this Interlocal Agreement, and the City shall pay the invoice for the year 2019 with thirty (30) days of receipt of the invoice.

The annual compensation as provided for herein shall not be reduced for any reason, including but not limited to any reduction in the amount (whether acreage, square footage, value, or type) of City property located within the District's boundaries.

4. **ADDITIONAL PROPERTY/IMPROVEMENTS**. The City shall be allowed, as provided for herein, to add additional lands, improvements, structures, and equipment to the properties protected under this Agreement without additional compensation to the District.

Additions to any Park property shall be limited to additional Park lands and related improvements or structures incidental to the current use of the Park property presently associated with Palisades Park or Indian Canyon Park.

In the event that the City acquires additional property and improvements not provided for in this Agreement, the City reserves the right to invoke the provision of RCW 52.30.020 regarding the providing of fire protection services with the City's own staff and equipment.

- 5. **AGGREMENT TO BE FILED**. This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.
- 6. **ADMINISTRATION**. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - NOTICES. All notices, invoices and/or payments shall be sent to the following:
 City of Spokane
 c/o Spokane City Parks Director
 Jason Conley, Asst Director
 808 West Spokane Falls Boulevard
 Spokane WA 99201

Spokane Fire District #10
Attn: Fire Chief Nick Scharff
929 S Garfield Road, PO Box 2199
Airway Heights Wa 99001

8. **LIABILITY.** In the performance of this contract, the District is an independent entity and the Districts, its officers, employees, and agents shall not be considered to be employees or agents of the City.

The City shall defend, indemnify and hold harmless the District from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the City, its employees, or agents in connection with this Agreement.

In the performance of this contract, the City is an independent entity, and the City, its officers, employees, elected representatives, and agents shall not be considered to be employees or agents of the District.

The District shall defend, indemnify, and hold harmless the City from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the District, its employees, or agents in connection with this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

This provision shall survive the expiration of this Agreement.

9. **OTHER AGREEMENTS**. By entering into this Agreement, this Agreement does not affect, alter or amend any existing mutual aid agreement or mutual response agreement entered into between the Parties, or entered into between the Parties and any other fire district or fire department. This agreement does not affect the right or authority of the District to regulate open burning as provided by RCW 52.12.108.

10. MISCELLANEOUS.

- **A. Non-Waiver**. No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- **B.** Headings. Headings are inserted for convenience, and are a reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement
- **D. Modification**. No modification or amendment to this Agreement shall be valid until put in writing and signed by both parties with the same formalities as this Agreement.
- **E. Assignment.** Neither party may assign its interest in this Agreement without the express written consent of the other party.
- **F. Severability**. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- **G. Compliance with Laws**. The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

- **H. Non-discrimination**. In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment, or in the administration or delivery of services or any other benefits under this Agreement.
- I. Venue Stipulation. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or jurisdictional proceeding shall be instituted only in courts of competent jurisdiction with Spokane County, Washington.
- J. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons

Dated: 7-10-2019

Spokane County Fire District 10

Title:

Dated: 6-27-19

City of Spokane Parks and Recreation

Department

By:

Director

Approved as to form

Assistant City Attorney

Attest:

Spokane City Clerk



July 15, 2019

City of Spokane C/O Spokane City Parks Director 808 West Spokane Falls Blvd Spokane WA 99201

RE: Fire/EMS Fire Protection Services for Palisades and Indian Canyon Parks

Per approved five-year (2019 – 2023) Interlocal Agreement with Spokane County Fire District 10, this will serve as an invoice for calendar year 2019.

TOTAL AMOUNT DUE FOR 2019 \$1000.00

Thank you for your prompt attention.

Paulanam

Sincerely,

Pegy Callahan

Administrative Director



June 27, 2019
Fire District #10
929 S, Garfield Rd.
Airway Heights, WA 99001
Fire Chief Nick Scharff

RE: Inter-local Agreement OPR 2012-0472 for Palisades Park and Indian Canyon conservation area properties.

Dear Chief Scharff,

We received the Inter-Local Agreement (ILA) and letter dated 2/25/2019 to continue our partnership. Please see attached original signed ILA. Please review, sign and return original signed copy to the Parks Division, Attn: Jo-Lynn. Please let me know if I may be of assistance.

Thank you,

Jo-Lynn Brown

Program Coordination

lyun Broten

509-625-6264

City Of Spokane

808 W. Spokane Falls Blvd.

Spokane, WA 99201

5th Floor Parks & Rec.



City of Spokane

c/o Spokane City Parks Director Jason Conley, Asst. Parks Director 808 West Spokane Falls Boulevard Spokane WA 99201 Date 2/25/2019

Hi Jason, it was great to talk to you today on the phone.

Spokane County Fire District 10 has prepared a new Interlocal Agreement (ILA) for your review and approval. The most recent ILA which was in effect 2012-2016 covered Fire/EMS Protection for Spokane's Palisades and Indian Canyon Parks but has expired as of January 1, 2017

The new Interlocal agreement is modeled nearly identical to the earlier outdated version and applies to Palisades and Indian Canyon Parks, for Emergency Medical Service (EMS) / all hazard Fire Response. Fire District 10 responds to all types of fire/EMS related emergencies within its boundaries and areas contracted for service.

History of emergency response generally seems to be under 10 calls per year for service within the area described as Palisades and Indian Canyon Parks. Sometimes calls occur "in the area" of parks land without knowing or depicting exact parcel boundaries and sometimes bleed over from private to public or vice-versa for same incident. Fire District 10'intent is to recoup some of its costs associated for service, but I believe most importantly gives us authority to respond to the location for any type of enforcement/suppression activities or implement any restrictions that may be in place along with providing EMS. SCFD10 is asking for \$1000.00 per year in the new ILA. Considering just one 911 dispatch call costs more than \$60.00 each. Dispatch fees alone would average nearly \$600.00 a year.

A benefit this agreement provides is uniform emergency service coming from one agency (SCFD10 in this case) on both sides of the street or even more delicate jurisdictional lines by parcel section lines that are not be separated by any roads . This issue in past has at times presented mixed messages to the general public and citizens that live on parcels in the area or others that use the park area to hike and recreate many times calling in from a cell phone not knowing exactly where they are located .

I assume this ILA has to go before city council for approval 1st and then fire district board of commissioners for approval. The fire district board is aware this ILA is in the process at this time and look forward to moving it forward.

Please feel free to contact me with any questions you may have. Sincerely,

Nick Scharff
Nick Scharff
Fire Chief SCFD10

INTERLOCAL AGREEMENT FOR EMS/FIRE PROTECTION SERVICES

THIS INTERLOCAL AGREEMENT is made by and between the City of Spokane, a Washington State municipal corporation, whose address is 808 West Spokane falls Boulevard, and Spokane, Washington 99201 (hereinafter referred to as the "City"), and Spokane County Fire District 10, a political subdivision of the State of Washington, whose address is 929 S Garfield, Airway Heights, Washington 99001 (hereinafter referred to as the "District or "Fire District 10"), jointly hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the District is organized and has authority to provide Emergency Medical Service (EMS)/fire protection services to real property, personal property, improvements, and structures located within its jurisdictional limits; and

WHEREAS, the City owns real property, personal property, improvements, and /or structures located within the jurisdictional limits of the District; and

WHEREAS, RCW 52.30.020 authorizes the City and the District to enter into EMS/ fire protection services for the protection of citizens and property owned by the City within the jurisdictional boundaries of the District; and

WHEREAS, pursuant to the provisions of RCW Ch. 39.34, the Interlocal Cooperation Act, and RCW 52.30.020, the Parties desire to enter into an Interlocal Agreement for the providing of EMS/ fire protection services; and

WHEREAS, the Parties wish to delineate the terms and conditions of compensation to the District providing EMS/fire protection services to City property as outlined and set forth in this Agreement.

NOW THEREFORE, for the mutual benefits to be derived both to the City and to the District, and under the authority as provided by RCW 52.30.020 and RCW Ch. 39.34, the Parties mutually agree as follows:

- 1. **SCOPE OF SERVICE**. The District shall provide EMS/fire protection services to the following City property Located within the boundaries of the District:
 - A. All City park property commonly referred to as Palisades Park and Indian Canyon Park, which shall include all of the real property and all improvements and structures located thereon.
 - 2. **TERM**. The term of this Agreement shall be from January 1, 2012 through December 31, 2016.

This Agreement shall not be terminated prior to the end of its term (December 31, 2016) without the express written consent of both the District and the City.

3. **COMPENSATION**. As compensation for EMS / fire protection services, the City shall pay to the District the sum of \$700.00 per year for calendar years 2012, 2013,2014,2015,2016.

mully 2

Submitting Division

Park Operations

Contact Person
Tony Madunich

DA SHEET FOR PARK BOARD MEETING OF: ADYII 12. 2012

Phone No. 363-5458



COMMITTEE

- o Riverfront
- o Golf
- o Recreation
- x Land
- o Urban Forestry
- o North Bank Ad-Hoc
- o Finance

RECEIVED

MAY 29 2012

CITY CLERK'S OFFICE SPOKANE WA CLERK'S FILE RENEWS CROSS REF ENG BID REQUISITION

(2022) CR 13 573

OPE 2012-0472

<u>AGENDA</u> WORDING: Approve five year (2012 -2016) Interlocal Agreement with Spokane County Fire District 10 for EMS/Fire Protection Services for Palisades and Indian Canyon conservation properties at \$700 per year.

<u> DACKGROUND:</u>

(Attach additional sheet if necessary

Palisades and Indian Canyon conservation properties are owned by the City of Spokane Parks and Recreation Department but fall outside City limits and protection of the City of Spokane Fire Department. Spokane County Fire District 10 proposes a new Interlocal Agreement for providing Emergency Medical and Fire Protection Services to these areas for \$700.00 per year for the five year period of 2012 through 2016.

<u>RECOMMENDATION:</u>

Approve Interlocal

Fiscal Impact:

Expenditure: \$700.00 per

year 2012 through 2016

Revenue: \$

1400-54500-76820-54201

Director of Parks and Recreation

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

Interlocal Agreement

SIGNATURES

Request

Agreement

Kalla

Parks Accounting

DISTRIBUTION:

Parks, Judy Moss

Risk Manager, Pam Schroeder

Legal Department

Parks, Tony Madunich Taxes and Lic, Lisa Dillman

Contractor Fire District 10

PARK BOARD ACTION:

APPROVED BY

SPOKANE PARK BOARD:

PARK BOARD

The District shall submit its invoice to the City in January of each year, and the City shall submit its payment for the full annual amount to the District within thirty (30) days of receipt of the invoice. Provided however, for the year 2012, the District shall submit its invoice to the City upon the execution of this Interlocal Agreement, and the City shall pay the invoice for the year 2012 with thirty (30) days of receipt of the invoice.

The annual compensation as provided for herein shall not be reduced for any reason, including but not limited to any reduction in the amount (whether acreage, square footage, value, or type) of City property located within the District's boundaries.

4. **ADDITIONAL PROPERTY/IMPROVEMENTS.** The City shall be allowed, as provided for herein, to add additional lands, improvements, structures, and equipment to the properties protected under this Agreement without additional compensation to the District.

Additions to any Park property shall be limited to additional Park lands and related improvements or structures incidental to the current use of the Park property presently associated with Palisades Park or Indian Canyon Park.

In the event that the City acquires additional property and improvements not provided for in this Agreement, the City reserves the right to invoke the provision of RCW 52.30.020 regarding the providing of fire protection services with the City's own staff and equipment.

- 5. **AGGREMENT TO BE FILED.** This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.
- 6. **ADMINISTRATION**. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - 7. NOTICES. All notices, invoices and/or payments shall be sent to the following:
 City of Spokane
 c/o Spokane City Parks Director
 Leroy Eadie, Director
 808 West Spokane Falls Boulevard
 Spokane WA 99201

Spokane Fire District #10
Attn: Fire Chief Nick Scharff
929 S Garfield Road, PO Box 2199
Airway Heights Wa 99001

8. **LIABILITY.** In the performance of this contract, the District is an independent entity and the Districts, its officers, employees, and agents shall not be considered to be employees or agents of the City.

The City shall defend, indemnify and hold harmless the District from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the City, its employees, or agents in connection with this Agreement.

In the performance of this contract, the City is an independent entity, and the City, its officers, employees, elected representatives, and agents shall not be considered to be employees or agents of the District.

The District shall defend, indemnify, and hold harmless the City from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the District, its employees, or agents in connection with this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

This provision shall survive the expiration of this Agreement.

9. **OTHER AGREEMENTS**. By entering into this Agreement, this Agreement does not affect, alter or amend any existing mutual aid agreement or mutual response agreement entered into between the Parties, or entered into between the Parties and any other fire district or fire department. This agreement does not affect the right or authority of the District to regulate open burning as provided by RCW 52.12.108.

10. MISCELLANEOUS.

- **A. Non-Waiver**. No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- **B. Headings**. Headings are inserted for convenience, and are a reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement
- **D. Modification**. No modification or amendment to this Agreement shall be valid until put in writing and signed by both parties with the same formalities as this Agreement.
- **E. Assignment.** Neither party may assign its interest in this Agreement without the express written consent of the other party.
- **F. Severability**. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- **G. Compliance with Laws**. The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

- H. Non-discrimination. In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment, or in the administration or delivery of services or any other benefits under this Agreement.
- I. Venue Stipulation. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or jurisdictional proceeding shall be instituted only in courts of competent jurisdiction with Spokane County, Washington.
- J. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons

Dated: 5/8/2012

Spokane County Fire District 10 By: R. D. Francott

Title: CHAIRMAN

City of Spokane Parks and Recreation

Department

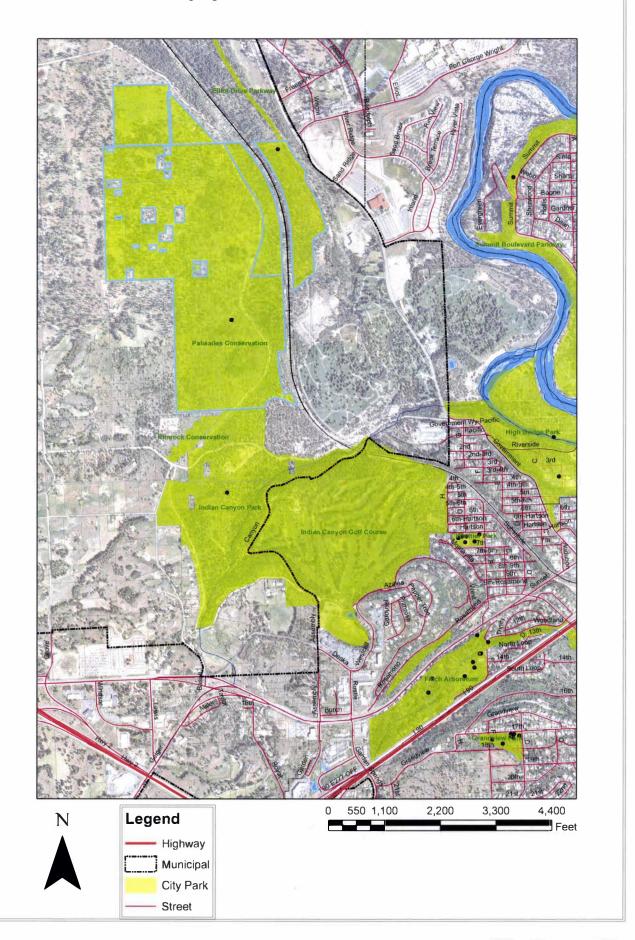
Ву: _____ Director

Approved as to form:

Assistant City Attorney

Palisades Park

Park boundaries are highlighted



Spokane Park Board Briefing Paper



| Committee | Recreation | Committee meeting date: 12/ | 6/23 |
|--|---|--|--------------------------|
| Requester | Jennifer Papich | Phone number: 363 | 3-5420 |
| Type of agenda item | Consent ODiscussion | Information | Action |
| Type of contract/agreement | New Renewal/ext. | Lease OAmendment/change | order Other |
| City Clerks file (OPR or policy #) | | | |
| Master Plan Goal, Objective, Strategy | Goal G Objective 2 | Master Plan Priority Tier: Fir | st |
| (Click HERE for link to the adopted plan) | | (pg. 171-175) | |
| Item title: (Use exact language noted on | 2024 Recreation Centers contr | act for the combined amount of \$ | 638,578 (no tax) |
| the agenda) | | | |
| | | | |
| Begin/end dates | Begins: 01/01/2024 | Ends: 12/31/2024 | 06/01/2525 |
| Background/history: Corbin Senior Center, MLK Jr. Center at ECCC, West Central CC, Project Joy, MidCity Concerns, Southside CC, Southwest Spokane CC, Northeast Youth Center, Sinto Senior Center and the Hillyard Senior Center provide recreational services and opportunities to the community in partnership with SPRD. Parks provides partial funding to these Centers to help pay for their recreational programming costs. The combined amount of \$638,578 is accounted for in the approved 2024 Recreation Budget. There has been no change to this amount from 2023. Centers are required to provide monthly recreation program reports and monthly related operational expenses when submitting their invoices. The Spokane Youth and Senior Center Association also presents a report quarterly to Park Board. \$31,350 Corbin Senior Center | | | |
| Motion wording: Approve the 2024 Recreation Centers contract for the combined amount of \$638,578. | | | |
| Approvals/signatures outside Parks: | • Yes No | | |
| If so, who/what department, agency or converse Name: | ompany: Signatures from eac Email address: | h Center Executive Director Phone: | |
| | Ellidii duuless. | Filone. | |
| Distribution: Parks – Accounting | | | |
| Parks – Sarah Deatrich | | | |
| Requester: Jennifer Papich | | | |
| Grant Management Department/Name: | | | |
| Fiscal impact: Expenditure | Revenue | | |
| Amount: | Budget code: 1400-54180-7 | 6002 54201 | |
| \$638,785 | 1400-54180-7 | 6902-54201 | |
| Vendor: • Existing vendor | New vendor | | |
| Supporting documents: | _ | | |
| Quotes/solicitation (RFP, RFQ, RFB) | ` | for new contractors/consultants/ver | |
| Contractor is on the City's A&E Roster - C UBI: see above Business license exp | | forms (for new contractors/consulta ance Certificate (min. \$1 million in G | |

Spokane Park Board Briefing Paper



| Committee | Riverfront Committee | Committee meeting date: Dec 11, 2023 |
|--|-----------------------------------|---|
| Requester | Berry Ellison | Phone number: 509 625-6276 |
| Type of agenda item | OConsent ODiscussion | n OInformation Action |
| Type of contract/agreement | New Renewal/ext. | Lease Amendment/change order Other |
| City Clerks file (OPR or policy #) | 2023-0446 | |
| Master Plan Goal, Objective, Strategy | Goal K, Objective 1 | Master Plan Priority Tier: Tier 1 |
| (Click HERE for link to adopted plan) | | (pg. 171-175) |
| Item title: (Use exact language noted on the agenda) | | nge Order #5 / Riverfront Park South Suspension on (\$86,975.85 plus applicable taxes) |
| Begin/end dates | Begins: 12/14/2023 | Ends: 06/01/2024 06/01/2525 |
| Background/history: Change Order #5 consists of 6 additions to the Contractor's scope of work AND 40 added work days. Item 1 is a reduced cost for 1,755lbs of structural steel Item 2 is added cost for drilling and epoxy anchoring of reinforcing bar at vault 1 & 2. Item 3 is added cost for demolition of vault lids (lids were almost 2x thicker than shown on plans). Item 4 is added cost for utility box repair. Item 5 is added cost for removal and replacement of existing duct bank. Item 6 is added cost to paint south corbel to match abutment. Note: 40 working days are added as part of previous change order for extended overhead (\$0.00) | | |
| Motion wording: Move to approve Garco Construction change order #5 for the Riverfront Park South Suspension Bridge Renovation in the amount of \$86,975.85 plus applicable taxes AND 40 additional working days, from Park Capital Funds. | | |
| Approvals/signatures outside Parks: | • Yes No | |
| If so, who/what department, agency or co | | |
| Name: Tim Loucks | Email address: tloucks@gar | |
| Distribution: Parks – Accounting Parks – Sarah Deatrich | | d@spokanecity.org garco.com |
| Requester: Berry Ellison Grant Management Department/Name: | | |
| Fiscal impact: • Expenditure Amount: \$86,975.85 (plus applicable taxes) | Revenue Budget code: 1950-54920- | 94000-48085 |
| Vendor: ● Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - Contractor is on the City's A&E | City of Spokane ACH | (for new contractors/consultants/vendors Forms (for new contractors/consultants/vendors rance Certificate (min. \$1 million in General Liability) |



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT AMENDMENT 5

Title: RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION

This Contract Amendment is made and entered into by and between the CITY OF SPO-KANE PARKS AND RECREATION 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".

WHEREAS, the purpose of this Agreement is to provide Riverfront Park South Suspension Bridge Renovation; and

WHEREAS, due to unforeseen conditions, additional work is required, thus the original Contract needs to be formally amended this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 20, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 14, 2023 and shall run through June 1, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY-SIX THOUSAND NINE HUN-DRED SEVENTY-FIVE AND 85/100 DOLLARS** (\$86,975.85), plus applicable sales tax, in accordance with Change Order 5, 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.

| GARCO CONSTRUCTION, INC. | CITY OF SPOKANE PARKS AND RECREATION |
|--|---|
| By | By |
| Signature Date | 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: Change Order 5 | |

23-259

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. 05

NAME OF CONTRACTOR: Garco Construction, Inc.

PROJECT TITLE: Riverfront Park South Suspension Bridge Renovation

CITY CLERK CONTRACT NUMBER: 2023-0446

| DESCRIPTION OF CHANGE: | AMOUNT: | |
|---|--|---|
| Item #1: COR-007 - Remaining Repair Steel Item #2: COR-009 - Add Drilling and Epoxy Rebar at Vaults Item #3: COR-011 - Additional Demolition at Vaults Item #4: COR-012 - Promenade Util Box Repair Item #5: COR-013 - Add Duct Bank Replacement Item #6: COR-015 - Add Corbel Paint Item #7: Add 40 Working Days = Substantial Completion to be March 18, 2024 | \$ \$ \$ \$ \$ \$ \$ \$ \$ | 3,583.57 2,589.90 452.11 73,436.56 3,252.12 |
| TOTA | ====================================== | #06 07F 0F |

TOTAL AMOUNT: \$86,975.85

| CONTRACT SUM (EXCLUDE SALES TAX) | |
|--|-----------------|
| ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES) | \$ 2,099,949.00 |
| NET AMOUNT OF PREVIOUS CHANGE ORDERS | \$ 189,042.25 |
| CURRENT CONTRACT AMOUNT | \$ 2,288,991.25 |
| CURRENT CHANGE ORDER (EXCLUDES SALES TAX) | \$ 86,975.85 |
| REVISED CONTRACT SUM | \$ 2,375,967.10 |

| CONTRACT COMPLETION DATE | |
|-----------------------------------|------------|
| ORIGINAL CONTRACT COMPLETION DATE | 06/01/2024 |
| CURRENT COMPLETION DATE | 06/01/2024 |
| REVISED COMPLETION DATE | N/A |

| Contractor's Acceptance: | Date: |
|--------------------------|-------------------------|
| City Approval: | Date: |
| Attest: | City Clerk |
| Approved as to form: | Assistant City Attorney |

Garco Construction 11/21/2023

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 07 - Remaining Repair Steel

| | | | | Direct Costs | | | | Subcontractor Costs | | | | | | | | |
|----|---------------------------|---------|------|--------------|----|-------------|-------------|---------------------|-------|--------------|--------------|------------|--------------|-----------------|--------------------|--------------|
| | | | | | U | Jnit Prices | | | | Item Totals | | | | | | |
| ВІ | Description | Qty | Unit | Labo | | Equip | Material | ı | _abor | Equipment | Material | Unit Price | Subtotal | Prime Markup | Total w/ Markup | Weight |
| | W6x25x20' | 2 | ea | | | | \$ 1,134.76 | \$ | - | \$ - | \$ 2,269.5 | | \$ - | 12% | \$ - | 1000 |
| | C6x13 x 20' | 1 | ea | | | | \$ 532.08 | | - | \$ - | \$ 532.08 | | \$ - | 12% | | 260 |
| | Plate 5/16"x66"x48" | 1 | ea | | | | \$ 604.76 | | - | \$ - | \$ 604.76 | | \$ - | 12% | | 245.63 |
| | W6x25x10' | 1 | ea | | | | \$ 567.38 | \$ | - | \$ - | \$ 567.38 | 3 | \$ - | 12% | | 250 |
| | | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | |
| | Scrap Value | 1755.63 | Lbs | | | | \$ (0.35) | \$ | - | \$ - | \$ (614.47 | ') | \$ - | 12% | | |
| | | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | |
| | | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | |
| | | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | 4 |
| | | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | |
| | | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | |
| | | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | |
| | | | | | | | | \$ | | \$ - | \$ - | | \$ - | 12% | | |
| | | | | 1 | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | 4 |
| | | | | 1 | | | | \$ | | \$ - \$ - | \$ - \$ - | | \$ - | 12% 12% | | 4 |
| | | | | | | | | \$ | | • | • | | \$ - \$ - | 12% | | |
| | | | | | | | | - P | | \$ - | \$ - | | \$ - | 1270 | \$ - | 4 |
| | TOTAL DIRECT COSTS | | | \$ - | 9 | \$ - | \$ 2,838.62 | \$ | - | \$ - | \$ 3,359.26 | 5 | | | \$ - | 1755.63 |
| | Sales Tax | | | | | | 9.0% | | | | \$ 302.33 | 3 | | | | Total Weight |
| | | | | | | | | | | | | | | | | |
| | Contractor Markup | | | 3 | 1% | 21% | 0% | \$ | - | \$ - | \$ - | | | | | |
| | TOTAL WITH MARKUP | | | | | | | \$ | - | \$ - | \$ 3,661.59 |) | | | \$ - | |
| | | | | | | | | | | | | | | | |] |
| | TOTAL CO AMOUNT REQUESTED | | | | | | | 1 | | | | \$ | | | 3,661.59 | |



Quotation

Attn: SCOTT KENNEDY

Quote #: Q69284

Customer Ref #:

Date: 07/07/23

2764 Welborn Street

P.O. Box 1506 • Pelham, Alabama, 35124 205/664-2950 + 800/868-6798 + fax 205/663-3391

www.centralsteelservice.com

Quoted to: 70238

GARCO CONSTRUCTION PO BOX 2946 SPOKANE, WA 99220 USA

Ship to:

GARCO CONSTRUCTION 820 N POST STREET SPOKANE, WA 99201

USA

| COD Delint | |
|------------------|-----|
| (T) 509 535-4688 | (F) |

| (T) 509 53 Terms | | | FOB Point | Ship Terms | Ship Via | Salesp | Salesperson | | | |
|------------------------------------|----------------------------------|----------------------|---|--|---|-------------------------------|-------------|-----------------------------|--|--|
| /2%10N30 w/App SPOKANE PREPAID ABF | | | | THOMAS WOODS | | | | | | |
| # | Quantity | UM | Description | | | Price Unit | UM | Extended Price | | |
| 1 2 3 | 1 510 1 561 1 210 | EA LB EA LB | QUOTATION VAMATERIAL SUB ************ AVAILABLE FF ESTIMATE 8-1 *DELIVERY VI MUST BE ABI | ALID FOR 3 DAYS BJECT TO PRIOR SALE ************************************ | **************** TO PRIOR SALE R DELIVERY NCLOSED TRAILER ED TRAILER* | 1100.48 | | 1100.48 1209.52 65.00 | | |
| | 3 1281 | | Total NO PALLE | | INV | | | | | |
| e ap | preciate the o | <u>l</u> pportu | ESN: BRAL nity to be of service. | DYW@GARCO.COM | | | | <u>l</u> | | |
| eel S | Sheet offered | per ½" | s offered to A6 require ASTM A568 flatness to d per ASTM A513 or A | olerance unless otherwise rec | uested | Subtotal: Freight: Tax: | | 2375.00 0.00 0.00 | | |
| | TRACEABLE | | AL MILL TEST CERTIF | FICATIONS WILL BE | | TOTAL | : | 2375.00 | | |
| | terial subject es to the abo | | sale. iry may need to be red | juoted. | | | | | | |

A588 • A606-4 • A847 • A242 • A572-50 • HARDOX • WELDOX • DOMEX

Central Steel Service, Inc.

Sales Order Acknowledgement

Order #: 178192 Customer PO #: 23-13

Please review and advise of any changes.

Attn: THOMAS WOODS

P.O. Box 1506 • 2764 Welborn Street Pelham • Alabama • 35124 205/664-2950 • 800/868-6798 • fax 205/663-3391 www.centralsteelservice.com

Sold to: 70238

GARCO CONSTRUCTION

PO BOX 2946

SPOKANE, WA 99220

USA

(T) 509 535-4688

(F)

Ship to:

GARCO CONSTRUCTION
820 N POST STREET

SPOKANE, WA

(T) 509 535-4688

(F)

| O5/30/23 O6/20/23 SCOTT KENNEDY | Mill Test Certification |
|---|--|
| PREPAID CTS | W/SHIPMENT Price Unit UM Extended Price 206.7013 EA 1653.61 |
| IT# Quantity UM Description 1 8 EA PL A588/A709-50W 5/16" 7" X 120" 100 595 LBS | Price Unit UM Extended Price 206.7013 EA 1653.61 |
| IT# Quantity UM Description 1 8 EA PL A588/A709-50W 5/16" 7" X 120" 100 595 LBS | Price Unit UM Extended Price 206.7013 EA 1653.61 |
| 100 595 LBS | |
| 2 1 EA PL A588/A242 3/16" 15" X 120" | 417 0700 EA 417 05 |
| | 417 0700 EA 417 05 |
| | 117.0700 211 |
| STRIP PLASMA BURNED FROM PLATE | |
| 3 1 EA PL A709-50W 7/8" 48" X 12" 100 143 LBS | 484.3900 EA 484.39 |
| 4 1 EA SHT A606-4/A588/A709-50W 3/8" 48" X 96" 100 LBS | 1012.5600 EA 1012.56 |
| Special Instructions: CONTINUED ON NEXT PAGE | |
| Special Instructions: CONTINUED ON NEXT PAGE | Subtotal: Freight: Tax: |
| | TOTAL: |
| | |

Confirmed by _____

Central Steel Service, Inc.

Sales Order Acknowledgement

Order #: 178192 Customer PO #: 23-13

Please review and advise of any changes.

Attn: THOMAS WOODS

P.O. Box 1506 • 2764 Welborn Street • Pelham • Alabama • 35124 205/664-2950 • 800/868-6798 • fax 205/663-3391 www.centralsteelservice.com

Sold to: 70238

GARCO CONSTRUCTION

PO BOX 2946

SPOKANE, WA 99220

USA

(T) 509 535-4688

(F)

Ship to:

GARCO CONSTRUCTION 820 N POST STREET

SPOKANE, WA

(T) 509 535-4688

(F)

| Date Ordered | | | Estimated Ship Date E | Buyer | Salesperson | | | |
|------------------|----------------|-----------|---|-------------------------|-------------------------------|-------|----------------|--|
| 05/30/23 | | | 06/20/23 | THOMAS WOODS | | | | |
| FOB Point | | | Ship Terms | Mill Test Certification | | | | |
| SPOKA | ANE | | PREPAID | CTS | W/SHI | PMEN' | Т | |
| IT# | Quantity | UM | Description | | Price Unit | UM | Extended Price | |
| 5 100 | 3 1500 | EA LBS | W 6 @ 25# A588 240" | <u> </u> | 1134.7567 | EA | 3404.27 | |
| | | | OFFERING ALTERNATIV W6@20 NO LONGER AVA | | | | | |
| 6 | | EΑ | PL A709-50W 5/8" 9. | 5" X 27" | 197.9875 | EΑ | 791.95 | |
| 100 | 182 | LBS (| ~~~~~ | | | | | |
| 7 | 2 | EA (| C 6 @ 13# A709-50W | 240" | 532.0750 | EΑ | 1064.15 | |
| 100 | 520 | LBS | | | | | | |
| 8 | 2 | EA | PL A588/A709-50W 1/ | 2" 12" X 122.04" | 688.0500 | EΑ | 1376.10 | |
| 100 | 415 | LBS | | | | | | |
| 9 100 | | EA LBS | PL A588/A709-50W 1/ | 2" 10" X 15.96" | 75.2450 | EA | 300.98 | |
| | 71 | шы | | | | | | |
| 10 | | EΑ | PL A588/A709-50W 1/ | 2" 8" X 15.96" | 59.4500 | EΑ | 237.80 | |
| 100 OM | | LBS | CONTINUED ON NEXT P. | 3.00 | | | | |
| Spec | cial Instructi | ions: | CONTINUED ON NEXT 1 | NOL | Subtotal: Freight: Tax: | | | |
| | | | | | TOTAL: | | | |
| | | | | | | | | |

Confirmed by _____

Central Steel Service, Inc.

Sales Order Acknowledgement

Order #: 178192 Customer PO #: 23-13

Please review and advise of any changes.

Attn: THOMAS WOODS

P.O. Box 1506 • 2764 Welborn Street • Pelham • Alabama • 35124 205/664-2950 • 800/868-6798 • fax 205/663-3391 www.centralsteelservice.com

Sold to: 70238

GARCO CONSTRUCTION

PO BOX 2946

SPOKANE, WA 99220

USA

(T) 509 535-4688

(F)

Ship to: GARCO CONSTRUCTION

820 N POST STREET

SPOKANE, WA

(T) 509 535-4688

(F)

| Date (| Ordered | | Estimated Ship Date | Buyer | S | alesperson | | | |
|----------|-------------------------|-----------|---------------------|-------------|--------------------------------|-------------|----------|----------------|--|
| 05/ | 30/23 | | 06/20/23 | SCOTT KE | NNEDY | THOMAS WOOD | S | | |
| ов г | Point | | Ship Terms | | Ship Via | Mill Tes | t Certif | cation | |
| POK | ANE | | PREPAID | | CTS | W/SHI | PMEN' | Г | |
| T# | Quantity | UM | Description | | | Price Unit | UM | Extended Price | |
| 11 | | EA | PL A588 1-3/4" 9 | 6" X 24" | | 2735.1200 | EΑ | 2735.12 | |
| 00 | 1144 | LBS | | | | | | | |
| 12 00 | 1 230 | EA LBS | PALLET 5'X 12' | | | 65.0000 | EΑ | 65.00 | |
| | | | | | | | | | |
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| М | | | | | | | | | |
| • | ial Instructi | | | | | Subtotal | : | 13543.0 | |
| | | | AN TARP M-INV | | 20 5057 500 | Freight: | | | |
| | PALLET FRI :BRADYW@G | | | | 32 TOTAL PCS 5478 TOTAL LBS | Tax | | | |
| | | | | | | TOTAL: | | 13543.0 | |
| :ld: | ing proced | dures | s suitable for A58 | 8 are recom | mended for A588/A572 | -50 DUAL GR | ADE. | | |
| | 08:44AM | | 05/30/23 | | | | | | |

Confirmed by _____

Garco Construction

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 09 - RFI 14 - Drill and Epoxy Rebar

| | | | | | | Dire | ct C | osts | | | | | S | Subcontra | actor Costs | | |
|----|----------------------------------|-----|------|-------------|-------------|-----------|------|----------|-------------|----|----------|------------|----|-----------|-----------------|----|-----------------|
| | | | | | Unit Prices | | | | Item Totals | | | | | | | | |
| ВІ | Description | Qty | Unit | Labor | Equip | Material | | Labor | Equipment | | Material | Unit Price | Sı | ubtotal | Prime Markup | | tal w/ arkup |
| | Drill and Epoxy Dowels at Vaults | | LS | \$ 1,926.56 | | \$ 803.53 | \$ | 1,926.56 | \$ - | \$ | 803.53 | | \$ | - | 12% | | - |
| | . , | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | \$ | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | \$ | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | \$ | - |
| | | | | | | | \$ | - | \$ - | \$ | | | \$ | | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | \$ | - |
| | TOTAL DIRECT COSTS | | | \$ 1,926.56 | \$ - | \$ 803.53 | \$ | 1,926.56 | \$ - | \$ | 803.53 | | | | | \$ | _ |
| | Sales Tax | | | Ψ 1,320.00 | Ψ - | 9.0% | Ψ | 1,020.00 | Ψ - | \$ | 72.32 | | | | | Ψ | |
| | | | | | | 0.070 | | | | ۳ | 12.52 | | | | | | |
| | Contractor Markup | | | 31% | 21% | 21% | \$ | 597.23 | \$ - | \$ | 183.93 | | | | | | |
| | · | | | | | | | | | | | | | | | | |
| | TOTAL WITH MARKUP | | | | | | \$ | 2,523.79 | \$ - | \$ | 1,059.78 | | | | | \$ | - |
| | | | | | | | | | | | | · | | | | | |
| | TOTAL CO AMOUNT REQUESTED | | | | | | | | | | | \$ | | | | 3, | 583.57 |

| Report Selections: | Job: | 231300 | Job Status: | Active |
|--------------------|-------------|----------------------------|---------------------------|----------------------------|
| | Phase: | 9020300800 | Phase Status: | Active, Inactive, Complete |
| | Cost Type: | ALL | Division: | ALL |
| | Tran. Type: | AP, EQ, GL, IC, JC, PR, OH | Customer: | ALL |
| | Vendor: | ALL | Draw Appl. #: | ALL |
| | Employee: | ALL | A/P Contract Labor Hours? | No |
| | Inv. Item: | ALL | Master Job? | No |
| | Cost Group: | ALL | | |

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 11/14/23

| Including P () | Receints and P | ayroll in Progress |
|----------------|-------------------|---------------------|
| including F.O | . Neceipis aliu r | ayıdıl ili Fidyless |

| UnPost | ted? | | Includir | ng P.O. Receipts and Payroll in | Progress | | | |
|------------|--------------|-------------------------|--------------------------------|---------------------------------|----------------|-------|----------|---------------------|
| Date | Tran Type | Reference | Description | Addition | al Information | Hours | Quantity | f Measure Amount |
| Job: 23130 | 0 RIVERFRON | IT S SUSPENSION | | | | | | |
| | Phase: 902-6 | -03008-00 DRILL/EPOXY - | VAULT Cost Type: L Labor | | | | | |
| 07/22/23 | PR CASA | ADA | ADAM J CASTLE | Check# F08522 | | 5.00 | | 221.55 |
| 07/22/23 | PR SCHJI | IEF | JEFFERY S SCHROEDER | Check# F08678 | | 15.00 | | 486.30 |
| 07/22/23 | PR SELJA | AC | JACOB R SELLERS | Check# F08680 | | 3.00 | | 103.26 |
| 07/22/23 | PR BURD | DEN - PR | PAYROLL BURDEN | | | | | 531.00 |
| 10/07/23 | PR SCHJI | IEF | JEFFERY S SCHROEDER | Check# F11639 | | 2.00 | | 67.44 |
| 10/07/23 | PR SELJA | AC | JACOB R SELLERS | Check# F11642 | | 2.00 | | 67.44 |
| 10/07/23 | PR BURD | DEN - PR | PAYROLL BURDEN | | | | | 91.48 |
| 10/14/23 | PR JONE | ERI | ERIC T JONES | Check# F11859 | | 3.00 | | 152.85 |
| 10/14/23 | PR MORJ | JOG | JOSE G MORENO | Check# F11894 | | 2.00 | | 87.64 |
| 10/14/23 | PR BURD | DEN - PR | PAYROLL BURDEN | | | | | 117.60 |
| | | Subtotal for F | Phase: 902-03008-00 DRILL/EPOX | Y - VAULT Cost Type: L Labor | | 32.00 | 0.00 | 1,926.56 |

Job 231300 Recap Total for Job: 231300 RIVERFRONT S SUSPENSION

| Hours Amount | Labor |
|-------------------------------------|-------------------|
| 902-03008-00 DRILL/EPOXY - VAULT | 32.00 1,926.56 |
| Total | 32.00 1,926.56 |



EDGE CONSTRUCTION SUPPLY, INC.

1503 E RIVERSIDE PO BOX 3437

SPOKANE WA 99220 509-535-9841 Fax: 509-534-3139 Toll Free: 800-348-4808

www.edgecs.com

F17479 Number 07/19/2023 Dat e Page

INVOICE

Construction Supply

Bill-to:

16881

GARCO CONSTRUCTION PO BOX 2946 **SPOKANE WA 99220-2946**

Ship-to: OFFC

GARCO CONSTRUCTION 4114 E BROADWAY SPOKANE WA 99202

| | | <u>.l.IIIl.</u> | | | | 17 11 7 | 1 | | | |
|-------------|----------------------------------|---------------------|--------------------|---------------------|-------------|----------|------------------|---------------------------------------|----------|-----------|
| Po Numbe | er | Shipped | Sal espei | rson Inside SIsp | Terms | Tax Code | Doc# v | vn Freight | | Ship Via |
| 2313 | | 07/18/2023 | JMF | LRK | NET 30 DAYS | WASP | H71351 (| EA T 60.06 EA 600.0 EA T 7.00 EA 14.0 | | |
| ltem | Description | on | | Committ | ed Shipped | Backord | frd UM T | | Price им | Extension |
| SNSET-XP22N | Ordered By SIMPSON W/NOZZL | SET EPOXY 22 | | | l/Epoxy \$ | 631.19 | 0 EA N | | 60.06 EA | 600.60 |
| SNETB4 | | BRUSH 1/2X3" | | | 2 2 | | 0 EA T | | 6.20 EA | 12.40 |
| SNETB6 | 8" OVERA SIMPSON 16" OVER | BRUSH 3/4X4" | | | 2 2 | | 0 ел т | | 7.00 EA | 14.00 |
| 5●32-966 | | SEAL NP 1 BLAC | ^{TK} Pack | Rust | 3 \$29.223 | | 0 ea n | | 9.74 EA | 29.22 |
| AE306 | NET 12 OZ | RUSTPROOF SAFI Z | | ract v | ork GAN | JUL ? | 20 2023 DNSTP | NAID | | 20.10 |
| | | | | | OI | | | | | |
| | | Mercha | ndise | Mi | sc Discou | unt | Та | × | Freight | Total Due |

ORIGINAL INVOICE

LIRMS OF SALE. The terms as herricaller wattern shall supersed the terms of Bioper's order in the event of contradiction or inconsistency, here with. No understanding, agreement, term, condition or trade, custom at variance mith or centrals, total problems of the terms and conditions between set forth shall be binding on the Selfer affecting the subject matter of the order other than those expressly referred to herein. No agreement or other understanding in any way monthlying those conditions will be binding on the Selfer and expression and the subject and the subject of the subject o

Do not write below this line

Customer Copy





INVOICE



7208 E INDIANA AVE SPOKANE VALLEY, WA 99212

(509) 922-5901



Date: 08/21/23 Due Date:09/20/23 Inv. No.: 43872 Page No.: 1

GARCO CONSTRUCTION FURNISH ACCOUNT/WA P.O. BOX 2946 SPOKANE WA 99220-2946 Project/Remarks SUSPENSION BRIDGE JOB # 2313 WILL CALL PER ADAM

| SHIP VIA | FOB | | TERMS | YOUR # | | OUR# | | SALES REP |
|-----------------|-------------|---|--------------|-------------|-------|--------------------|-------|--------------------------|
| GARCO | TSR SH | IOP | 0/ 0/ N30 | јов 2 | 2313 | | | JEFF |
| | DESCRIPTION | | ORDERED | SHIPPED | | PRICE | | 1050 00105 |
| | REFERENCE | | UNIT MEASURE | BACKORDERED | | SCOUNT | EXIEN | IDED PRICE |
| #4 REBAR X 20-0 | | | 11.0 | TECEIVEE | 0 | 10.0000 | | 110.00 |
| Remit by D | ue Date to: | Tri States F 7208 E. Ind Spokane, V | Rebar, Inc. | AUG 23 2023 | SUB T | TOTAL AX TAL | | 110.00 0.00 110.00 |
| | | | | | NET 1 | O PAY | | 110.00 |

PRODUCT 13149G USE WITH 771C ENVELOPE

Deluxe Corporation 1-800-328-0304

PRINTED IN U.S.A.

INVOICE



White Cap, L.P. PO Box 4944, Orlando, FL 32802-4944 BRANCH ADDRESS 047 - SPOKANE (509) 535-5223 3825 EAST TRENT AVE. SPOKANE WA 99202 SPOKANE

| INVOICE NUMBER |
|--------------------|
| 50023132593 |
| INVOICE DATE |
| 07/28/2023 |
| CUSTOMER PO NUMBER |
| 2313 |

ENROLLMENT TOKEN: LSB GPZ TLP

SOLD TO: 1655000

TERRITORY:

SHIP TO: 1655999

PLEASE REMIT PAYMENT TO:

White Cap, L.P. P.O. BOX 6040 CYPRESS, CA 90630-0040

GARCO CONSTRUCTION PO BOX 2946 SPOKANE WA 99220-2946 YARD-1655999 E 4114 BROADWAY SPOKANE WA 99202

| | ER DATE | ORDER NO | о. | ORDERED BY | | ACCOUN' | MANAGER | | | TAKEN BY | |
|------|--|---|--|---|---|-------------------------------------|---|-----------------------------------|----------------------------------|---------------------------------|---------|
| 07/1 | 9/2023 | 5397087 | 71 | ADAM CASTLE | | MULLEN, | JOSEPH J | | [| DITURI, MIKE A | |
| | RANCH | ACCT JOB I | | TERMS | | | SHIP VIA / ROUT | ING | الرياسا الأراب | CUSTOMER | JOB NO. |
| (| 047 | 165599 | 9 | NET 30 DAYS | | | 0. WILL CA | LL | | | |
| LINE | PART NUM | BER | | DESCRIPTION | | QTY ORD | UNIT PRICE | QTY BKO | QTY SHP | EXTENDED PRICE | TAX |
| 0 | HDRDESC | SHIP | PING NOTI | #: 25596316 ES: NOA 509-362-3775 | ***** | 1 | 0 | 0 | 1 | | |
| 1 | 761261937 120Z GREEN SB EPOXY REBAR SPRAYI RUST OLEUM | | B EPOXY REBAR SPRAY PA | AINT | 6 | 10.39 EA | 0 | 6 | 62.34 | 0.0 | |
| | | | | ludes All-Tex Waterproofing Searn more at About.WhiteCap | | armac, Ken | seal, Marvel Bu | ilding & Ma | sonry Supp | ly, MASONPRO, | |
| | THESE IT ULTIMATI RESOLD, AUTHORI OTHER IT | EMS ARE COI E DESTINATIO TRANSFERRI ZED ULTIMAT EMS, WITHOI | NTROLLED NN FOR US ED OR OTH E CONSIG JT FIRST (| BY THE U.S. GOVERNMEN E BY THE ULTIMATE CONS JERWISE DISPOSED OF TO NEE OR END-USER(S), EITI DBTAINING APPROVAL FRO | IT AND AUT SIGNEE OR O ANY OTHE HER IN THE | END-USER ER COUNTI EIR ORIGIN | (S) HEREIN ID RY OR ANY PE AL FORM OR A | ENTIFIED. RSON OT AFTER BEI | THEY MA' HER THAN NG INCOR | Y NOT BE THE PORATED INTO | |
| | THESE IT ULTIMATI RESOLD, AUTHORI OTHER IT | EMS ARE COI E DESTINATIO TRANSFERRI ZED ULTIMAT | NTROLLED NN FOR US ED OR OTH E CONSIG JT FIRST (| BY THE U.S. GOVERNMEN E BY THE ULTIMATE CONS BERWISE DISPOSED OF TO NEE OR END-USER(S), EITI | IT AND AUT SIGNEE OR O ANY OTHE HER IN THE | END-USER ER COUNTI EIR ORIGIN | (S) HEREIN ID RY OR ANY PE AL FORM OR A | ENTIFIED. RSON OT AFTER BEI | THEY MA' HER THAN NG INCOR | Y NOT BE THE PORATED INTO | |

SIGNATURE COPY ON FILE

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

RECEIVED BY: CASTLE, ADAM

0.00

0.00

62.34

TOTAL TAX

TOTAL SHIPPING

AND HANDLING
TOTAL INVOICE



ON ACCOUNT



047 - Spokane 3825 East Trent Ave. Spokane, WA, 99202 (509) 535-5223

PACKING SLIP

53970871

Sold To:

1655000 **GARCO CONSTRUCTION** PO BOX 2946

SPOKANE, WA, 99220-2946

509-535-4688

Delivery

: 25596316

Ship To:

YARD-1655999, 1655999 E 4114 BROADWAY SPOKANE, WA, 99202 Job Site Contact: Job Site Phone:

Map #:

Printed By : ZACHARY H

Printed Date: 07/27/2023 04:09 PM PACIFIC

Ordered By : ADAM CASTLE

Contact Ph#:

| 0112112020 01107 1112 | 11101110 | Ordered Dy | · ADAW | CAULDE | | Contac | CC A ALII | • | |
|-----------------------|---|---|--|--|--|---|--|---|------------|
| Order Date | Request Date | THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER. | | PO Terms | | iting | g Sales Person | | Created By |
| 07/19/2023 | 07/21/2023 | 2313 | 2313 N30D | | 0. Will Ca | 0. Will Call | | llen, J | Michael D |
| Part# | Descri | ption | 10000 | Quantity | y 15 De 25 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | U/N | M | Price | Amount |
| H/M | LOT/S/N | | ORD | SHP | ВКО | Unit \ | WT | COO | Applied |
| | | | | | | | | | |
| 761261937 | REBAR SPR | AY PAINT | 6 | 6 | 0 | EA | | | |
| VPN: 261937 | RUST OLEUM | 1 | | | | 1.17 L | .63 | | |
| | Order Date 07/19/2023 Part# H/M 761261937 | Order Date Request Date 07/19/2023 07/21/2023 Part# Descri H/M LOT / S/N NOA 509-362-3 ************************************ | Order Date Request Date Customer Foundation 07/19/2023 07/21/2023 2313 Part# Description H/M LOT / S/N NOA 509-362-3775 ************************************ | Order Date Request Date Customer PO 07/19/2023 07/21/2023 2313 Part# Description H/M LOT / S/N ORD NOA 509-362-3775 ************************************ | Order Date Request Date Customer PO Terms 07/19/2023 07/21/2023 2313 N30D Part# Description Quantity H/M LOT / S/N ORD SHP NOA 509-362-3775 *********************************** | Order Date Request Date Customer PO Terms Ship via/Round Ship via | Order Date Request Date Customer PO Terms Ship via/Routing 07/19/2023 07/21/2023 2313 N30D 0. Will Call Part# Description Quantity U/N H/M LOT / S/N ORD SHP BKO Unit NOA 509-362-3775 *************** ************************************ | Order Date Request Date Customer PO Terms Ship via/Routing Sales 07/19/2023 07/21/2023 2313 N30D 0. Will Call Mu Part# Description Quantity U/M H/M LOT / S/N ORD SHP BKO Unit WT NOA 509-362-3775 ********************************* 761261937 12OZ GREEN SB EPOXY 6 6 6 0 EA 6 6 0 EA 0 EA REBAR SPRAY PAINT RUST OLEUM 1.17 LBS 1.17 LBS | Date |

902-03008-00

******************* THIS IS NOT AN INVOICE************** REPORT DISCREPANCIES WITHIN 24 HRS.

IF YOU DIDN'T RECEIVE THE SERVICE YOU EXPECTED CALL STEPHEN HUFFMAN 916-889-5156 NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE

SIGN:_ PRINT:

SHIPPED WEIGHT: 7.02 LBS

PULLED BY: _____

CHECKED BY:

LOADED BY: ___

For all shipments being transported in WHITE CAP marked vehicles, WHITE CAP is the Carrier and Shipper. For shipments being transported by unrelated third parties, WHITE CAP is the Shipper. Download any needed Safety Data Sheets (SDS) online today at https://www.whitecap.com/help-center/osha-standards-safety-data-sheets

Scan for Terms and Conditions



Garco Construction 11/14/2023

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 011 - Vault 1 Unforseen Conditions

| | | | | | | Dire | ct C | osts | | | | | Subco | ntractor Costs | | |
|----|-----------------------------------|-----|------|-------------|-------------|----------|------|-----------|------|--------|----------|------------|---------|-------------------|-----|-----------------|
| | | | | | Unit Prices | | | | Item | Totals | | | | | | |
| ВІ | Description | Qty | Unit | Labor | Equip | Material | | Labor | Equ | ipment | Material | Unit Price | Subtota | Prime I Markup | | tal w/ irkup |
| | Cost to remove thickened concrete | 1 | LS | \$ 1,748.10 | \$ 247.84 | | \$ | 1,748.10 | \$ | 247.84 | \$ - | | \$ - | 12% | \$ | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | \$ | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | \$ | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | \$ | - |
| | | | | | | | \$ | | \$ | - | \$ - | | \$ - | 12% | \$ | - |
| | | | | | | | \$ | | \$ | - | \$ - | | \$ - | 12% | \$ | - |
| | | | | | | | \$ | | \$ | - | \$ - | | \$ - | 12% | \$ | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ | - | \$ - | | \$ - | 12% | \$ | - |
| | TOTAL DIRECT COSTS | | | | | | \$ | 1,748.10 | \$ | 247.84 | \$ - | | | | \$ | |
| | Sales Tax | | | | | 9.0% | Ψ | 1,7 10.10 | Ψ | 217.01 | \$ - | | | | Ψ | |
| | | | | | | 0.070 | | | | | • | | | | | |
| | Contractor Markup | | | 31% | 21% | 21% | \$ | 541.91 | \$ | 52.05 | \$ - | | | | | |
| | TOTAL WITH MARKUP | | | | | | \$ | 2,290.01 | \$ | 299.89 | \$ - | | | | \$ | - |
| | TOTAL CO AMOUNT REQUESTED | | | | | | | | | | | \$ | | | 2,5 | 589.90 |

| Report Selections: | Job: | 231300 | Job Status: | Active |
|--------------------|-------------|----------------------------|---------------------------|----------------------------|
| | Phase: | 9070200300 | Phase Status: | Active, Inactive, Complete |
| | Cost Type: | ALL | Division: | ALL |
| | Tran. Type: | AP, EQ, GL, IC, JC, PR, OH | Customer: | ALL |
| | Vendor: | ALL | Draw Appl. #: | ALL |
| | Employee: | ALL | A/P Contract Labor Hours? | No |
| | Inv. Item: | ALL | Master Job? | No |
| | Cost Group: | ALL | | |

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 11/14/23

| UnPost | ed? | Including | | llmit at | M | |
|------------|--------------------------|---|------------------------------------|----------|----------------|----------|
| Date | Tran Type Reference | e Description | Hours | Quantity | Measure Amount | |
| | 0 RIVERFRONT S SUSPENSI | | Additional Information | | | |
| 00D. 20100 | | _T 1 - DIFF SITE COND Cost Type: E Equipment | | | | |
| 10/31/23 | AP <u>STAREN</u> | STAR RENTALS | Invoice 712361-13 dated 10/ 5/23 | | | 247.84 |
| | Sı | ubtotal for Phase: 907-02003-00 VAULT 1 - DIF | F SITE COND Cost Type: E Equipment | 0.00 | 0.00 | 247.84 |
| | Phase: 907-02003-00 VAUI | LT 1 - DIFF SITE COND Cost Type: L Labor | | | | |
| 10/07/23 | PR CASADA | ADAM J CASTLE | Check# F11501 | 4.00 | | 179.04 |
| 10/07/23 | PR SCHJEF | JEFFERY S SCHROEDER | Check# F11639 | 13.00 | | 438.36 |
| 10/07/23 | PR SELJAC | JACOB R SELLERS | Check# F11642 | 13.00 | | 438.36 |
| 10/07/23 | PR BURDEN - PR | PAYROLL BURDEN | | | | 692.34 |
| | Su | ubtotal for Phase: 907-02003-00 VAULT 1 - DIF | F SITE COND Cost Type: L Labor | 30.00 | 0.00 | 1,748.10 |
| Job 231300 |) Recap | Total for Job: 231300 RIVERFRONT S SUS | PENSION | 30.00 | 0.00 | 1,995.94 |

| Hours Amount | Equipment | Labor | Total |
|-----------------------------|-----------|----------|--------------|
| 907-02003-00 VAULT 1 - DIFF | 0.00 | 30.00 | <i>30.00</i> |
| SITE COND | 247.84 | 1,748.10 | 1,995.94 |
| Total | 0.00 | 30.00 | 30.00 |
| | 247.84 | 1,748.10 | 1,995.94 |

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 11/14/23

| Including D (| ∩ Pacainte and | l Pavroll in Progress |
|-----------------|-----------------|------------------------|
| IIICIUUIIIU F.V | D. Neceibis and | i Favioli III Fiouless |

| UnPosted? | | | | Including F | O. Receipts and Payroll in Progre | eipts and Payroll in Progress | | | | | | |
|---------------------------------|---------|----------------|-------------------|-------------------|-----------------------------------|-------------------------------|----------|----------|--|--|--|--|
| Date Tran Type | Referen | ce | Des | scription | Additional Informati | on Hours | Quantity | Amount | | | | |
| Report Recap by Job | | | | 5 records pro | cessed Report Totals | 30.00 | 0.00 | 1,995.94 | | | | |
| Hours Amount | Equ | iipment | Labor | Total | | | | | | | | |
| 231300 RIVERFRONT SUSPENSION | · s | 0.00 247.84 | 30.00 1,748.10 | 30.00 1,995.94 | | | | | | | | |
| Total | | 0.00 247.84 | 30.00 1,748.10 | 30.00 1,995.94 | | | | | | | | |

Remit To:

STAR RENTALS INC PO BOX 3875 SEATTLE WA 98124-3875

www.starrentals.com

Invoice

| Closed | Invoice# |
|----------------|-----------|
| Thu 10/ 5/2023 | 712361-13 |

Bill to:

Customer #: 133743

GARCO CONSTRUCTION

P O BOX 2946

SPOKANE WA 99220 2946

Job Descr: Ped Bridge/2313

PO #: 2313 Job No: 2313

Date Out Tue 10/3/2023

| Terms | Aging Date |
|----------|----------------|
| Net 10th | Thu 10/ 5/2023 |

Ordered By: Adam

Used at Address

Adam

Ped Bridge

Spokane Falls Blvd and Post

SPOKANE, WA 99202

| Qty | Key | Items | Ser# | Disc% | Returned Date | Price |
|-----|-----------------------|---|-------------|-------|------------------------|----------|
| 1 | 085-0010#R4528 | SAW, GAS/ELEC 8-13HP HUSQVARNA HS400LV | 20211300982 | | Wed 10/ 4/2023 12:34PM | \$130.50 |
| | 1day \$75.00 1week \$ | \$270.00 4weeks \$520.00 | | | | |
| | Equipment exchange | d on 10/4/2023 for 085-0010#R4782 | | | | |
| 1 | 085-0120-13 | DIAMOND BLADES 14" USAGE | | | | \$0.00 |
| | 18" Blade out .317 .3 | 18, .326 | | | | |
| 1 | 085-0010#R4782 | SAW, GAS/ELEC 8-13HP HUSQVARNA FS400LV | 20212101515 | | Thu 10/ 5/2023 9:26AM | \$94.50 |
| | 1day \$75.00 1week \$ | \$270.00 4weeks \$520.00 | | | | |



Current Net 10th

Please pay from this invoice.

| \$20.00 | \$225.00 | \$2.81 | | | | \$20.03 |
|---------|----------|--------|--|--|--|---------|
|---------|----------|--------|--|--|--|---------|

509-924-8080

www.starrentals.com

509-924-1652

Garco Construction

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 012 - Howard Street Lighting 2

| | | | | Direct Costs | | | | | | Subcontractor Costs | | | | | |
|----|----------------------------|-----|------|--------------|-------------|----------|----|--------|-------------|---------------------|------------|-----------|--------|----|---------|
| | | | | | Unit Prices | | | | Item Totals | | | | | | |
| | | | | | | | | | | | | | Prime | Т | otal w/ |
| BI | Description | Qty | Unit | Labor | Equip | Material | | Labor | Equipment | Material | Unit Price | Subtotal | Markup | | larkup |
| | Provide cover for open box | 1 | EA | \$ 82.33 | | | \$ | 82.33 | \$ | \$ - | \$ 307.37 | \$ 307.37 | 12% | \$ | 344.25 |
| | | | | | | | \$ | - | \$ | \$ - | | \$ - | 12% | \$ | |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | - |
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| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | - |
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| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ | - |
| | | | | | | | | | | | | | | | |
| | TOTAL DIRECT COSTS | | | | | | \$ | 82.33 | \$ - | \$ - | | | | \$ | 344.25 |
| | Sales Tax | | | | | 9.0% | | | | \$ - | | | | | |
| | | | | | | | | | | | | | | | |
| | Contractor Markup | | | 31% | 21% | 21% | \$ | 25.52 | \$ - | \$ - | | | | | |
| | | | | | | | | | | | | | | | |
| | TOTAL WITH MARKUP | | | | | | \$ | 107.85 | \$ - | \$ - | | | | \$ | 344.25 |
| | TOTAL CO AMOUNT REQUESTED | | | | | | | | | | \$ | | | | 452.11 |

ELECTRICAL COST ESTIMATE DETAIL PRICING

CNTR: Garco

JOB: RFP South Suspension Bridge



| OJ: | | SUBCNTR: | | | | LABOR COST | | | | DATE: 9/11/23 | | | | | |
|-----|---------------|-------------|----------|----------|---------|------------|--------------|----------|----------|---------------|----------|-------------|-----------|--|--|
| | | QUANT | ITY | MATERIA | LS COST | | LABOR COS | ST | | | | EQUIPMENT | | | |
| | | | | | | EACH | TOTAL | HOURLY | TOTAL | | | | TOTAL | | |
| | DESCRIPTION | QTY | PER | PER UNIT | TOTAL | HOURS | HOURS | RATE | LABOR | QTY | PER | PER UNIT | EQUIPMEN' | | |
| (| Gabe DeLarosa | | | | | 3 | | | \$234.63 | | | | | | |
| 2 | 2420 2024.004 | | | | | Ŭ | Ŭ | Ψ/ Ο.Σ 1 | φ201.00 | | | | | | |
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| | | | 1 | | | | | | | | | | <u> </u> | | |
| S | SUBTOTALS | | | | | 3 | 3 | | \$234.63 | | | | | | |
| | | Subtotal N | /aterial | c | | | Subtotal Lab | or | \$234.63 | | Subtotal | Equipment | | | |
| | | Subtotal IV | ialtiia | | | 1 | Cubiciai Lab | OI . | ψ254.03 | | Subiolai | Lyuipinieni | 1 | | |
| | | Mostria | ot 240/ | | | | Mork st | 240/ | ¢70.74 | | Mostri | at 210/ | | | |
| | | Mark-up | at 21% | , | | 4 | Mark-up at 3 | 51% | \$72.74 | | Mark-up | at 21% | | | |
| | | Sales Ta | k at 9% |) | | 1 | | | | | | | ļ | | |
| | | TOTAL M | 14755 | IALC | | | TOTAL LAB | .O.D. | 207.07 | | TOTAL | EQUIPMENT | 1 | | |
| | | TOTAL | IAIER | IALS | 1 | | I O I AL LAB | UK | 307.37 | | IOTAL | EQUIPMENT | 1 | | |

| TOTAL | \$307.37 |
|-------|----------|

Garco Construction 11/28/2023

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 13 - Duct Bank Replacement

| | | | | | | Direc | ct Co | osts | | | | Subcontra | ctor Costs | |
|----|---------------------------|-----|------|-------------|-------------|-------------|-------|-----------|-------------|-------------|--------------|--------------|------------|--------------|
| | | | | | Unit Prices | | | | Item Totals | | | | | |
| | | | | | | | | | | | | | Prime | Total w/ |
| BI | Description | Qty | Unit | Labor | Equip | Material | | Labor | Equipment | Material | Unit Price | Subtotal | Markup | Markup |
| | Demo/Excavate/Backfill | | LS | \$ 2,420.00 | \$ 2,050.00 | | \$ | 2,420.00 | \$ 2,050.00 | \$ - | | \$ 23,260.00 | | \$ 26,051.20 |
| | Duct Bank | 1 | LS | | | | \$ | - | \$ - | \$ - | \$ 15,040.00 | \$ 15,040.00 | 12% | |
| | Replace Slab | 1 | LS | \$ 5,910.00 | | \$ 5,282.00 | \$ | 5,910.00 | \$ - | \$ 5,282.00 | \$ 3,575.00 | \$ 3,575.00 | 12% | |
| | Cold Weather | 1 | LS | \$ 1,736.70 | \$ 3,225.00 | | \$ | 1,736.70 | \$ 3,225.00 | \$ - | | \$ - | 12% | |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | \$ | - | \$ - | \$ - | | \$ - | 12% | \$ - |
| | | | | | | | | | | | | | | |
| | TOTAL DIRECT COSTS | | | \$10,066.70 | \$ 5,275.00 | \$ 5,282.00 | \$ 1 | 10,066.70 | \$ 5,275.00 | \$ 5,282.00 | | | | \$ 46,900.00 |
| | Sales Tax | | | | | 9.0% | | | | \$ 475.38 | | | | |
| | | | | | | | | | | | | | | |
| | Contractor Markup | | | 31% | 21% | 21% | \$ | 3,120.68 | \$ 1,107.75 | \$ 1,209.05 | | | | |
| | | | | | | | | | | | | | | |
| | TOTAL WITH MARKUP | | | | | | \$ 1 | 13,187.38 | \$ 6,382.75 | \$ 6,966.43 | | | | \$ 46,900.00 |
| | | | | | | | | | | | | | | |
| | TOTAL CO AMOUNT REQUESTED | | | | | | | | | | \$ | | • | 73,436.56 |

Garco Construction 11/28/2023

Riverfront Park South Suspension Bridge

Garco Job #23-13

COR 15 - Paint Corbels

| | | | | | | Direc | ct C | osts | | | | | Subcontractor Costs | | | | |
|----|---------------------------|-----|------|-------------|--------------------|-----------|------|----------|-----------------|----|----------|------------|---------------------|---------|-----------------|----|-----------------|
| | | | | | Unit Prices | | | | Item Totals | | | | | | | | |
| ВІ | Description | Qty | Unit | Labor | Equip | Material | | Labor | Equipment | | Material | Unit Price | Su | ıbtotal | Prime Markup | | tal w/ arkup |
| | Prep and Paint Corbels | 1 | LS | \$ 1,400.00 | \$ 300.00 | \$ 800.00 | \$ | 1,400.00 | \$ 300.00 | \$ | 800.00 | | \$ | - | 12% | \$ | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | | | \$ | - | 12% | | - |
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| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | | - |
| | | | | | | | \$ | - | \$ - | \$ | - | | \$ | - | 12% | \$ | - |
| | | | | | | | | | | _ | | | | | | _ | |
| | TOTAL DIRECT COSTS | | | | | | \$ | 1,400.00 | \$ 300.00 | _ | | | | | | \$ | - |
| | Sales Tax | | | | | 9.0% | | | | \$ | 72.00 | | | | | | |
| | O t M t | | | 0.101 | 0.101 | 0.404 | • | 40.4.00 | | _ | 100.10 | | | | | | |
| | Contractor Markup | | | 31% | 21% | 21% | \$ | 434.00 | \$ 63.00 | \$ | 183.12 | | | | | | |
| | TOTAL WITH MADIZID | | | | | | • | 4.004.00 | A 000.00 | • | 4.055.40 | | | | | • | |
| | TOTAL WITH MARKUP | | | | | | \$ | 1,834.00 | \$ 363.00 | \$ | 1,055.12 | | | | | \$ | - |
| | TOTAL CO AMOUNT REQUESTED | | | | | | | | | | | \$ | | | | 3, | 252.12 |



< Business Lookup

License Information:

New search Back to results

Entity name: GARCO CONSTRUCTION, INC.

Business name: GARCO CONSTRUCTION, INC.

Entity type: Profit Corporation

UBI #: 602-809-160

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4114 E BROADWAY AVE

SPOKANE WA 99202-4531

Mailing address: 4114 E BROADWAY AVE

SPOKANE WA 99202-4531



Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da First issuance |
|---|-------------|-------|---------|--------|------------------------------|
| Ellensburg General Business - Non-Resident | | | | Active | Mar-31-2024 Feb-11-2020 |
| Federal Way General Business - Non-Resident | 15-105228-0 | (| | Active | Mar-31-2024 Oct-14-2015 |
| Kirkland General Business - Non-Resident | OBL23792 | | | Active | Mar-31-2024 Nov-19-2018 |
| Liberty Lake General Business - Non-Resident | | | | Active | Mar-31-2024 Sep-27-2019 |
| Minor Work Permit | | | | Active | Mar-31-2024 Dec-15-2010 |
| Spokane General Business | T12054470BI | L | | Active | Mar-31-2024 Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | | | | Active | Mar-31-2024 Jun-12-2009 |



| Endorsements held at this lo License # | Count | Details | Status | Expiration da First issuance |
|---|-----------------------|------------------------------|--------|------------------------------|
| | | | | Expiration da Trist issuance |
| Walla Walla General Business - Non-Resident | | | Active | May-31-2024 May-24-2023 |
| Wenatchee General 170046 Business - Non-Resident | | | Active | Mar-31-2024 Oct-16-2019 |
| Governing People May include go | verning people not re | gistered with Secretary of S | itate | |
| Governing people | | Title | | |
| BARNETT, HOLLIS | | | | |
| HOOPER, JEFF A | | | | |
| WELSH JR, JAMES T | | | | |
| WELSH, CLANCY | | | | |
| WELSH, JAMES T | | | | |
| Registered Trade Names | | | | |
| Registered trade names | Status | | | First issued |
| GARCO | Active | | | Mar-14-2019 |

.

| Registered trade names | Status | First issued |
|--------------------------|--|--------------------------------------|
| GARCO CONSTRUCTION | Active | Mar-14-2019 |
| GARCO CONSTRUCTION, INC. | Active | Mar-14-2019 |
| | The Business Lookup information is upd | lated nightly. Search date and time: |

Contact us

How are we doing? **Take our survey!**

Don't see what you expected?

Check if your browser is supported



ELEWIS

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| · · · · · · · · · · · · · · · · · · · | | | | | | |
|---|---|-------|--|--|--|--|
| PRODUCER | CONTACT Stacia Simpson | | | | | |
| Hub International Northwest LLC PO Box 3144 | PHONE (A/C, No, Ext): (509) 319-2912 FAX (A/C, No): | | | | | |
| Spokane, WA 99220 | E-MAIL ADDRESS: Stacia.Simpson@hubinternational.com | | | | | |
| | INSURER(S) AFFORDING COVERAGE | | | | | |
| | INSURER A: Liberty Mutual Fire Insurance Company | 23035 | | | | |
| INSURED | INSURER B : Liberty Insurance Corporation 424 | | | | | |
| Garco Construction, Inc. | INSURER C: Travelers Property Casualty Company of America | 25674 | | | | |
| P.O. Box 2946 | INSURER D: | | | | | |
| Spokane, WA 99220 | INSURER E: | | | | | |
| | INSURER F: | | | | | |
| | · · · · · · · · · · · · · · · · · · · | · | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| | | DSIGNS AND CONDITIONS OF SUCH | | | | | | | |
|------|------|--|--------------|------|--------------------|----------------------------|----------------------------|---|--------------|
| INSF | 2 | TYPE OF INSURANCE | ADDL INSD | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | 's |
| Α | X | COMMERCIAL GENERAL LIABILITY | | | | A: 34 | Φ Φ | EACH OCCURRENCE | \$ 2,000,000 |
| | | CLAIMS-MADE X OCCUR | X | X | TB2Z91469954022 | 12/31/2022 | 12/31/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | | PERSONAL & ADV INJURY | 1,000,000 |
| | GEI | N'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | POLICY X PRO- JECT LOC | | | | | | PRODUCTS - COMPIOP AGG | \$ 4,000,000 |
| | | OTHER: | | | | | | | \$ |
| В | AU. | TOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | X | ANY AUTO | X | X | AS7Z91469954012 | 12/31/2022 | 12/31/2023 | BODILY INJURY (Per person) | \$ |
| | | OWNED SCHEDULED AUTOS | | | | | 5- | BODILY INJURY (Per accident) | \$ |
| | X | HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | 5. | 26 | \$ |
| В | X | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | 10,000,000 |
| | | EXCESS LIAB CLAIMS-MADE | X | X | TH7Z91469954032 | 12/31/2022 | 12/31/2023 | AGGREGATE | 10,000,000 |
| | | DED X RETENTION\$ 0 | | | | | | | \$ |
| Α | WOF | RKERS COMPENSATION DEMPLOYERS' LIABILITY | | | | | | PER OTH- STATUTE ER | |
| | ANY | PROPRIETOR/PARTNER/EXECUTIVE Y/N | N/A | | EL2Z91469954042 | 12/31/2022 | 12/31/2023 | E.L. EACH ACCIDENT | 1,000,000 |
| | (Mai | ICER/MEMBER EXCLUDED? | NIA | | | | 5 | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | DÉS | s, describe under SCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| С | Bui | ilder's Risk | | | QT6300J565818TIL22 | 12/31/2022 | 12/31/2023 | COC Incl EQ/FL | 4,000,000 |
| A | WA | Stop Gap | | | EL2Z91469954042 | 12/31/2022 | 12/31/2023 | LIMIT | 1,000,000 |
| | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROJECT: RIVERFRONT PARK SOUTH SUSPENSION BRIDGE RENOVATION CONSTRUCTION

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED STATUS IS GIVEN TO THE CITY OF SPOKANE PARKS & RECREATION FOR GOING AND COMPLETED OPERATIONS AS GRANTED BY THE POLICY FORMS ATTACHED. WAIVER OF SUBROGATION DOES APPY PER THE ATTACHED POLICY FORMS.

CERTIFICATE HOLDER CANCELLATION

CITY OF SPOKANE PARKS & RECREATION 828 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3316 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Conne

Spokane Park Board Briefing Paper



| Committee | Golf | | Comn | nittee meeting date: | 12/12/20 | 23 |
|---|---|---|--|--|-------------------------------------|--------------------------|
| Requester | Mark Poirie | r | | Phone number: | 625-4653 | 3 |
| Type of agenda item | Consent | ODiscussion | | ○ Information | | Action |
| Type of contract/agreement | ONew C | Renewal/ext. 🔘 | Lease | • Amendment/chan | ige order | Other |
| City Clerks file (OPR or policy #) | OPR 2019- | 0940 | | | | |
| Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan) | Maintain ar | nd Care | | ter Plan Priority Tier 71-175) | : first | |
| Item title: (Use exact language noted on the agenda) | | sional Steve Conne t/Downriver golf cou | | it B (section 7.2) contra | act | |
| Begin/end dates | Begins: 01/ | /01/2023 | Ends: | 12/31/2024 | O | 6/01/2525 |
| Background/history: Exhibit B (section 7.2) allows for re of course rounds. For years 2020, (existing contract language). Contract language. Contract language is called the revised 10-year average is called the revised 10-year average of 4. Motion wording: To approve golf professional Steve Conn | 2021, and ract require culated at 4 Golf profes 14,900 paid | 2022 the 10-years a recalculation 44,900 rounds, for silvents of golf a | r aver of aver or yea nner, it Dow | rage was calculated erage rounds for years 2023 and 2024. will receive revenue on the receive revenue on the receive revenue on the receive revenue on the receive revenue on the receive revenue on the receive revenue on the receive revenue on the receive revenue on the receive revenue on the receive revenue on the receive revenue on the receive receive revenue on the receive receive receive receive revenue on the receive revenue on the receive recei | l at 44,00 ears 4 & e sharing | 00 rounds 5. |
| Approvals/signatures outside Parks: If so, who/what department, agency or co | | ○ No | | Dhon | | 0.0050 |
| Name: Steve Conner | Email add | dress: sconner@spc | kanec | ity.org Phone | e: 509-99(| 3-6859 |
| Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier Grant Management Department/Name: | | | | | | |
| Fiscal impact: Expenditure Amount: | () Reven | Budget code: | | | | |
| Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C | | □ W-9 (e □ ACH F | orms (f | contractors/consultants for new contractors/cons | sultants/ve | |



CITY OF SPOKANE PARKS AND RECREATION

NO-COST CONTRACT AMENDMENT

Title: 2019 AGREEMENT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE

This No-Cost Contract Amendment is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION as ("City"), a Washington municipal corporation, and STEVE CONNER, PGA GOLF PROFESSIONAL dba RIVERLINKS GOLF INC., whose address is 3225 N. Columbia Circle, Spokane, Washington 99205 as ("Golf Professional"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Golf Professional at Downriver Municipal Golf Course agreed to provide Golf Professional services throughout the playing season; and

WHEREAS, changes regarding the commission have been negotiated, thus, the original Contract needs to be formally Amended by this written document, and shall include no additional compensation for the Work performed under this Contract Amendment; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 21, 2019 and October 22, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2020 and shall run through December 31, 2024.

3. AMENDMENT.

The original Contract is revised to include the Commission Split for Operation of Downriver Municipal Golf Course is attached as the **Revised Exhibit B** and made part of this Agreement.

4. COMPENSATION.

The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus, this is considered a "no-cost" Contract Amendment.

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.

| STEVE CONNER dba RIVERLINKS GOLF INC. | CITY OF SPOKANE PARKS AND RECREATION | | | | |
|--|--------------------------------------|--|--|--|--|
| By Signature Date | By | | | | |
| Signature Date | 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: | | | | | |
| Attachment – Revised Exhibit B | | | | | |

M23-322

Exhibit B



City of Spokane Parks and Recreation Division

COMMISSION SPLIT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE

This COMMISSION SPLIT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE ("Exhibit B") is made and entered into by and between the **City of Spokane Parks and Recreation Division** as ("City"), a Washington municipal corporation, and **STEVE CONNER, PGA GOLF PROFESSIONAL d/b/a RIVERLINK'S GOLF INC.**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

WHEREAS, the parties entered into an Agreement wherein the Professional agreed to provide for the operation and maintenance of the City's Municipal Golf Course – DOWNRIVER; and

WHEREAS, a division or split in DOWNRIVER commission has been negotiated, and this City's Exhibit B delineates those proportions.

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

1. COMMISSION / SPLIT CONSIDERATION.

The Scope of Work in the original Agreement, Section 6 & Section 7 is revised to include the following:

Section 6. CONSIDERATION PAID TO PARKS AND RECREATION.

- 6.1 Parks and Recreation Division shall be entitled to the following proceeds:
 - a. ONE PERCENT (1%) of gross receipts from the operation of the practice range;
 - b. ONE PERCENT (1%) of gross receipts from rental of golf carts and pull-carts;
 - c. ONE PERCENT (1%) of gross receipts from Pro Shop sales, which include club rentals;
 - d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons;
 - e. FORTY PERCENT (40%) of gross receipts from facility rentals.
 - f. EIGHTY PERCENT (80%) of gross receipts for the rental of the golf course for weddings;
 - g. NINTEY TWO AND A HALF PERCENT (92.5%) of Green Fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives; and

h. ZERO PERCENT (0%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Division.

Section 7. CONSIDERATION PAID TO THE PROFESSIONAL.

- 7.1 The Professional shall be entitled to the following:
 - a. NINETY NINE PERCENT (99%) of gross receipts from the operation of the driving range.
 - b. NINETY NINE PERCENT (99%) of gross receipts from rental of golf carts and pull carts.
 - c. NINETY NINE PERCENT (99%) of gross receipts from Pro Shop sales, including club rentals.
 - d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons.
 - e. SIXTY PERCENT (60%) of gross receipts from facility rentals. This includes the apartment, should it be rented during the Agreement.
 - f. TWENTY PERCENT (20%) of the gross receipts for the rental of the golf course for weddings.
 - g. SEVEN AND A HALF PERCENT (7.5%) of Green fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives.
 - h. ONE HUNDRED PERCENT (100%) of Food and Beverage (F & B) Sales.
 - ONE HUNDRED PERCENT (100%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Division.
- 7.2 The City shall pay the Professional the following revenue, if applicable post accounting closing entries of the golf season:

For calendar years 2023-2024, the Professional will be entitled to revenue sharing calculated on the number of paid rounds of golf played at DOWNRIVER, based on the average number of paid rounds played per year for the last ten (10) years. Rounds are defined as regular rounds, discount rounds, tournament rounds, and hotel rounds. For calendar years 2023-2024, the adjusted average number of total rounds per year used to calculate revenue sharing is FORTY-FOUR THOUSAND NINE HUNDRED (44,900). Therefore, revenue sharing for calendar years 2023-2024 will be calculated as follows:

If the total number of rounds in a calendar year is greater than FORTY-FOUR THOUSAND NINE HUNDRED (44,900)/year but less than FORTY-FIVE THOUSAND EIGHT HUNDRED AND NINETY-NINE (45,899) rounds per year, the Professional will receive TEN PERCENT (10%) of the increased revenue from those rounds.

If the total number of rounds in a calendar year is greater than FORTY-FIVE THOUSAND NINE HUNDRED (45,900)/year but less than FORTY-SIX THOUSAND EIGHT HUNDRED AND NINETY-NINE (46,899) rounds per year, the Professional will receive TWENTY PERCENT (20%) of the increased revenue from all rounds greater than FORTY-FOUR THOUSAND NINE HUNDRED (44,900).

If the total number of rounds in a calendar year is greater than FORTY-SIX THOUSAND NINE HUNDRED (46,900)/year, the Professional will receive 30 PERCENT (30%) of the increased revenue from all rounds greater than FORTY-FOUR THOUSAND NINE HUNDRED (44,900).

- 7.3 The Professional agrees to fund capital improvements at the golf course during the contract period as partial consideration for the City taking the same percentage of green fees, range and cart rental fees. These improvements will be implemented by the Professional, no later than December 31, 2020, unless the City agrees to extend this date. The Professional agrees these improvements will belong to the City and the conclusion of this contract period and will not be included under the 2019 Agreement for Operation of Downriver Municipal Golf Course section 3.9 (g) depreciation schedules for reimbursement. Capital improvements have an estimated value of \$125,000. These capital improvements include:
 - a. Adding a customer deck to the south side of the building overlooking the 18th green
 - b. Improving the aesthetics of the golf cart corral storage area by constructing a cinderblock wall with gates/doors
 - c. Remodeling the Pro Shop retail space
 - d. Replacing kitchen equipment as necessary

The Professional also agrees to partner with the City to fund mutually desirable capital improvements at the golf course during course construction as partial consideration for the City taking the same percentage of green fees, range and cart rental fees. The Professional agrees these improvements will belong to the City and the conclusion of this contract period and will not be included under the 2019 Agreement for Operation of Downriver Municipal Golf Course section 3.9 (g) depreciation schedules for reimbursement. These capital improvements do not have an estimated value and the time of executing this contract. These mutually desirable capital improvements may include the following projects if deemed financially feasible by both the City and the Professional:

- e. Expanding the driving range hitting stations/double deck driving range
- f. Exterior modernization of the roof/roofline facade of the Clubhouse building.
- 7.4 The City is currently implementing strategic on course facility improvements at all four (4) City owned courses. Downriver is scheduled for irrigation system upgrades, along with other course improvements in either 2020-2021, or 2021-2022. The City and Professional mutually agree to conduct this project in the least disruptive method, to minimize revenue loss to both parties. The City and Professional agree that a one (1) year extension to the original contract period (2019-2024) may be added to the original contract inlieu of a cash reconciliation for revenue loss experience by the Professional during construction.

AGENDA SHEET FOR PARK BOARD MEETING OF: Oct. 10, 2019



| Submitting Division Parks & Recreation | | act <u>Person</u> on Conley | Phone No. 625-6211 | JV. | ERECREATION |
|---|---|---|---|--------------------------------|-----------------|
| Department: Finance | ce Operations | Recreation/Golf | Riverfront Park | CLERKS' FILE | OPR 2019-094 |
| Committee: Financ | e Golf Lan | d Recreation R | Riverfront UFTC | RENEWAL CROSS REF | В. |
| Type of contract: | | Amendment Ex | | ENG BID | |
| Beginning date: 01/01/ | /2020 Expiration | on date: 12/31/2024 | Open ended | REQUISITION | |
| AGENDA WORDING: | | | | PEC | CEIVED |
| Downriver Golf Prof | fessional contract | | | | |
| | | | | OCT | 2 3 2019 |
| | | | | CITY CLE | RK'S OFFICE |
| BACKGROUND: | if necessary) | | | | |
| Purchasing Department expires 12/31/2019. | contracts greater the nent. Parks currer Parks and Recrea | nan \$50,000 require a nt contract for golf pro ation issued a Reques 2024 (5 years), includ | fessional services at for Proposal (RF | at Downriver (P) for golf prof | Golf Course |
| | | optional 5-year exter fessional d/b/a Riverli | | City of Spokar | ne and Golf |
| ATTACHMENTS: Includ | e in packets. See back | of Agenda Sheet for specific | supporting document re | quirements. | |
| | | | | | |
| SIGNATURES: Requester - Jason Co | onley Dept. | Manager Description | Interim Direct | At 1 Incor of Parks & Rec | - Garrett Jones |
| Parks Accounting – Meg | gan Qureshi Legal I | Dept Pat Dalton | | | |
| | ks: Accounting | | mpoirier@spoka | | |
| | ks: Pamela Clarke | | sconner@spoka | necity.org | - |
| | get Manager: quester: Jason Con | ley | Ar Carley | / | |
| PARK BOARD ACTION: | : А | PPROVED BY SPOKANI | E PARK BOARD | | |
| | | President | | | |
| | | Oct 10 201 | q | | |

| 43. | Fiscal Impact Expenditure: | Variou | s Account us accounts: 55200-76680-54101 |
|-----|--|------------|--|
| -0 | 0PR 201 | | |
| | Revenue: | | |
| | | | |
| | Existing vendor New vendor – If so, p | lease incl | ude vendor packet |
| S | supporting documents: | | |
| | Quotes/Solicitation (RFP, RFQ, RFB) | | W-9 (for new contractors/consultants/vendors) |
| Ļ | Contractor is on the City's A&E Roster City of Spokane | 100 | ACH Forms (for new contractors/consultants/vendors) |
| 1 | Spokane Business registration expiration date: UBI# 601-432-842 | | Insurance Certificate (minimum \$1 million in General Liability) |

Spokane Park Board Briefing Paper



| Committee | Golf | | | |
|--|--------------------------------------|---------------------------|--------------------------|------------------|
| Committee meeting date | Oct. 8, 2019 | - V. | | |
| Requester | Jason Conle | y | | |
| Requester phone number | 625-6211 | | | |
| Type of agenda item | Consent | Discussion | Information | Action |
| Type of contract | New (| Renewal/extension | Amendment/change of | order Other |
| City Clerks file (OPR or policy #) | | | | VSe |
| Item title: (Use exact language on the agenda) | Downriver G | olf Professional contract | ; | |
| Begin/end dates | Begins: 1/01 | /2020 Ends: | 12/31/2024 | Open ended |
| Impact if not approved at this time | Existing Golf | Professional Contract e | xpires 12/31/2019 | 70. Je |
| Background/history: Personal services contracts greater than \$50 Parks and Recreation current contract for go Parks and Recreation issued a Request for F (5 years), including an optional 5-year renew | lf professiona Proposal (RFF | I services at Downriver | Golf Course expires 12/3 | 1/2019. |
| Recommendation/motion wording: Recommend a 5-year contract, with an option Conner, PGA Professional d/b/a Riverlink's G | Solf Inc. | | of Spokane and Golf Pro | ofessional Steve |
| Approvals/signatures outside Parks: | Yes | ● No | | |
| If so, who/what department, agency or compa Name:E | ny. mail address: | : | Phone: | |
| Distribution: | | mpoirier@spokaned | | |
| 2.00200.0 | | | itv.ora | |
| Parks – Accounting | | sconner@spokaned | | |
| Parks – Pamela Clarke | | | | |
| Parks – Pamela Clarke Requester: <u>Jason Conley</u> | 1-8-8 | | | |
| Parks – Pamela Clarke Requester: <u>Jason Conley</u> Grant Management Department/Name: | -75 | sconner@spokaneo | | |
| Parks – Pamela Clarke Requester: <u>Jason Conley</u> | Revenu Budget code Various acc | sconner@spokaned | | |



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

2019 AGREEMENT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE

This Agreement made and entered into this 10th day of October 2019, by and between the **SPOKANE PARKS AND RECREATION DIVISION**, a municipal corporation of the State of Washington, as ("Parks and Recreation Division"), and **STEVE CONNER, PGA GOLF PROFESSIONAL d/b/a RIVERLINKS GOLF INC**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

WHEREAS, the Parks and Recreation Division is the owner of Downriver Municipal Golf Course, which ownership includes the land upon which said Golf Course is located, the buildings and other improvements which are a part thereof; and

WHEREAS, the services of a Golf Professional at Downriver Municipal Golf Course are desired to operate the concession as well as to provide Golf Professional services throughout the playing season; and

WHEREAS, the Parks and Recreation Division wishes to contract with the Professional for the operation of the Clubhouse facilities, Restaurant/Coffee Shop, Pro Shop, and PracticeRange.

- -- NOW, THEREFORE, pursuant to the requirements of the Charter of the Parks and Recreation Division, and in consideration of the mutual covenants contained herein, the parties agree as follows:
- Section 1. **CONTRACT DOCUMENTS.** This Agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the contract documents, PROVIDED THAT, specific and applicable federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The contract documents are incorporated into this Agreement as fully a s if they were set forth herein.
- Section 2. <u>CONCESSION AND LEASE GRANTED.</u> The Parks and Recreation Division hereby grants to the Professional the concession to operate the clubhouse facilities, pro shop, practice range and the restaurant at Downriver Municipal Golf Course at 3225 North Columbia Circle,

Spokane, Washington.

- 2.1 <u>The Concession Premises/Location.</u> The concession shall be conducted on the golf course known as Downriver Municipal Golf Course ("Premises").
- 2.2 Condition of Premises. The Professional and Golf Manager will conduct a walkthrough inspection before 2/1/2020 to determine if any repairs are necessary. If repairs are mutually determined necessary, the Parks and Recreation Division will make necessary arrangements and be financially responsible to complete those immediate repairs before May 1st. 2020. Any repairs not noted or discovered in the mutual walk through inspection, will exclusively be the sole financial responsibility of the Professional whom inspected and examined the Premises, and all facilities, appurtenances and fixtures thereon and accepts the same in their present "AS-IS" condition and agrees the City assumes no liability for and damages or lost revenue to the Professional resulting from any conditions that existing prior to the date of his signature and agrees to make no claims against the City for course contentions that existed prior to the date of signature. The Professional shall not make any alterations, changes, or additions to the clubhouse facilities, pro shop, practice range, restaurant, or any other property or facility, or to any fixtures or equipment owned by the Parks and Recreation Division without prior written consent of the Golf Manager, PROVIDED THAT. any alterations, changes, or additions consented to shall be subject to section 3.9(g) of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.
- Section 3. **OPERATING RESPONSIBILITIES OF PROFESSIONAL.** The following duties and responsibilities shall be the obligation of the Professional, his agents, representatives and employees.
 - 3.1 <u>Lessons.</u> To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other PGA/LPGA qualified golf instructor, must be available to conduct lessons during normal operating hours throughout the golfing season. Lessons will ONLY be taught by PGA, LPGA members or apprentices in good standing with the PGA.
 - 3.2 Men's and Ladies' Clubs.
 - The Professional must offer a minimum of one (1) clinic per season for each Men's and Ladies' Clubs.

b. The Professional must provide good faith efforts to increase active membership in the Men's and Ladies' Clubs.

3.3 <u>Practice Range.</u>

- a. The Professional must supply ONE THOUSAND (1,000) dozen (12 balls per dozen) top-quality, clean range balls, at all times during the golfing season.
- b. Range balls shall be picked up daily or as appropriate to ensure availability and must be easily accessible to the golfing public.

3.4 Pro Shop.

- a. The Professional must display, sell, rent, and otherwise supply to the public all golf goods, clothing, merchandise, golf equipment, golf pull carts and golf cars, all of which will be of good quality, diversity, attentive upkeep, and kept up todate.
- b. The Pro Shop must be staffed with at least two (2) people during "prime time" to meet, without delay, the needs of the golfing public unless there is inclement weather and the Professional determines that one (1) staff member is sufficient. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The Pro Shop must be OPEN and staffed no later than daylight at all times during the golfing season.
- c. Pro Shop employees must be friendly, well-dressed, and courteous to golfers; maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone mannerisms. Employees will not be allowed to use tobacco products of any kind while on shift. Professional will ensure all employees maintain a high level of customer service.
- d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

3.5 General Responsibilities.

- a. Cooperate with the Golf Manager to participate in the successful operation of the Pro Shop, golf course, golf course premises, clubhouse, restaurant and golf professional activities and meet the goals and expectations of the Golf Committee and Spokane Park Board as defined in this Agreement.
- b. Supporting and enforcing Parks and Recreation Division policies to staff and the golfing public.

- c. Regulate the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.
- d. Enforce all rules and operations established by the Park Board of the Parks and Recreation Division, including adherence to the free play policy approved by the Park Board.
- e. Collect all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, sign golfers in, and shall be performed in accordance with Section 8.1 (below), delineating timely transfer of fees and/or payments to the Parks and Recreation Division.
- f. Report tournament, fee, and sponsorship schedules to the Golf Manager each month.
- g. Turn the heat down to sixty (60) degrees when the Clubhouse/restaurant is closed.
- h. Provide and staff a starter for the 1st tee when deemed necessary. Professional needs to be available to the public golfers.
- i. Keeping the Golf Course open for the prescribed hours of play as described in the Parks and Recreation Golf Operations Manual.
- j. All services rendered by the Professional shall be in accordance with the PGA Code of Ethics.
- k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include two (2) Class "A" Assistants or Apprentices. No staff under 21 years of age will be allowed at the desk during the day until 6:00 p.m., unless approved by the Golf Manager. Desk staff will be over 19 years of age after 6:00 p.m., unless approved by the Golf Manager.
- The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the Golf Manager and Park Board.
- m. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Division in having an efficient and successful operation at the Golf Course.

- n. The Professional may conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, restaurant or Golf Pro Shop for any other purpose so long as the Professional obtains the prior express written consent of the Golf Manager. All outside activities on Golf Course premises need prior approval, and revenue received will be divided with the Professional receiving sixty percent (60%) and the Parks and Recreation Division forty percent (40%).
- o. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Golf Manager.
- p. The Professional or designee shall make a daily physical inspection of the Clubhouse/restaurant, adjacent Parks and Recreation Division grounds, and Golf Course during the playing season, and shall report any unusual or unsafe conditions observed during said inspection to the Golf Manager immediately. Such reports shall be followed up in writing and the Professional shall at all times be safety conscious for the life of the Agreement. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse/restaurant area.
- q. Use good faith efforts to promote increased play and income during identified slow-play periods.
- r. Upon City request, the Professional shall provide documentation that dollars (\$) were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse/Restaurant services.
- s. Professional or PGA affiliate shall be available for consistent contact with Men's and Ladies' Clubs, Tournament Chairperson(s) and outside groups.
- t. The Professional or PGA certified designee must cooperate with and be easily accessible daily by the golfing public and organized groups.
- u. The Professional or his/her designee must communicate with the Golf Course Superintendent or designee on a daily basis regarding course conditions, practice range conditions, tournaments, and special events. Disputes between the Professional and the Golf Course Superintendent will be resolved by the Golf Manager.
- v. Equal treatment of all golfers.
- w. Handle reservations in a fair and open manner as per Parks and Recreation Division guidelines.

- x. Promote Men's and Ladies' Club memberships and leagues.
- y. Consistently attend Men's and Ladies' Club meetings and events.
- z. Ensure that all signage in and around the clubhouse/restaurant and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Manager.
- 3.6 <u>Sponsorships.</u> It is in the best interests of both the Professional and the Parks and Recreation Division to support appropriate sponsorship and co-promotional opportunities on the Golf Courses. The Parks and Recreation Division may at any time enter into a sponsorship agreement to promote the operation of the golf course and may share a percentage of the revenue with the Professional, depending on the nature of the sponsorship. If the Professional finds an appropriate sponsorship, the Parks and Recreation Division may agree to enter into an agreement with that sponsor and will share with the Professional the proceeds from that sponsorship. The amount of any sharing will be as mutually agreed between the Professional and the Golf Manager.

3.7 Management Duties.

- a. Professional must be current in the PGA Certification Program.
- b. Marshal the Golf Course daily, except during inclement weather and obvious slow times, to monitor play and check receipts.
- c. Cooperate with the Parks and Recreation Division's Junior program, including testing for knowledge of golf rules and courtesies, and providing a qualified PGA/LPGA instructor for the Parks and Recreation Division City sponsored Junior golf program. This is either the Professional or his/her Assistant(s) responsibility.
- d. Play in Pro/Ams to provide club members an opportunity to participate (Pro and Assistant).
- e. Ensure a high-caliber, quality staff and institution of an ongoing staff-training program, as provided by PGA.
- f. Make a good faith effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals.

3.8 Restaurant/Food Service.

a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Clubhouse/restaurant and for furnishing an adequate stock of food &

- beverage (F & B) supplies for the operation of the restaurant. The Professional may provide F & B services at other locations throughout the Golf Course, with the express prior written consent of the Golf Manager.
- b. The Cafe operation shall be friendly, courteous, and efficient; with quality service, F & B items and clean appearance. Staff shall have a neat and clean appearance.
- c. Prices charged shall be consistent with comparable operations in the area. Menu and prices shall be provided as an Addendum to this Agreement.
- d. The Professional will be solely responsible for obtaining all required F & B permits and licenses and complying with the Spokane Regional Health District Food Safety program.
- 3.9 Pro shop, Clubhouse/restaurant maintenance.
- a. The Parks and Recreation Division will furnish the Professional with a list of Parks and Recreation Division-owned restaurant equipment ('Equipment") as an Exhibit attached hereto as **Exhibit A** (if any City owned equipment is available), which Professional may choose to use all or part thereof. The City will make repairs to this Equipment for the first sixty (60) days from the signature dates of this Agreement. Loaned Equipment which is deemed useless during this Agreement shall be disposed of by mutual consent. When Equipment has to be replaced or repaired, it shall be the responsibility of the Professional. The Parks and Recreation Division may purchase and or replace Equipment at the end of the Agreement, based upon the fair market appraised value at that time.
- b. Maintenance of restaurant/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing and electrical.
- c. The Professional shall be responsible for providing routine maintenance and janitorial services for the Golf Clubhouse/restaurant and Pro Shop. The janitorial services shall include, but not be limited to: cleaning of windows (inside and outside), shampooing and cleaning of all carpets twice a year, annual cleaning of all chairs, daily maintenance of all lavatories, washbasins, other interior furnishings equipment, and fixtures. The Professional agrees to keep the Pro Shop, Clubhouse, and restaurant in a clean and sanitary condition at all times in a manner to the satisfaction of the Parks and Recreation Division.
- d. The Professional agrees to keep the lavatories in the clubhouse/restaurant open at all times the Golf Course or Clubhouse/restaurant is open for business.

- e. The Professional shall keep the bulletin/reader board updated monthly and free of out-of-date notices on a daily basis.
- f. The Professional will be responsible for one hundred percent (100%) of all personal telephones, fax machines, computer equipment and services. Additionally, the Professional will be responsible for fifty percent (50%) of the Parks and Recreation Division telephone service. The Parks and Recreation Division will pay the natural gas and electric charges and will reimburse the professional for one hundred (100%) of internet expenses related to operating the provided point of sale system.
- g. The Parks and Recreation Division encourages capital project improvements by the Professional. Prior to capital project approval the Parks and Recreation Division will determine the value of the improvement and will work out a depreciation schedule, where if the Professional leaves prior to the total depreciation of the improvement, the Parks and Recreation Division will buy-out the remaining value. All improvements will be clearly defined and become an agreed upon written Addendum to this Agreement.
- h. The Parks and Recreation Division will pay for the installation of a monitored burglar alarm system at the Clubhouse/restaurant and the Professional will pay the monthly service charge for the system.

3.10 Golf Carts.

- a. The Professional shall make a minimum of forty (40) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. Carts will not be more than five (5) years old unless with written permission from the Golf Manager the golf cart fleet may be extended if the appearance and condition of the fleet is in satisfactory condition.
- b. The Professional may purchase or lease new golf carts during the term of this Agreement and the Parks and Recreation Division has the option to purchase or assume lease of those carts upon expiration or early termination of this or subsequent agreements, at current appraised value, from the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:
 - i) The Parks and Recreation Division must approve the purchase price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to the Parks and Recreation Division; and
 - ii) The carts purchased will be subject to a five-year (5) amortization of

the agreed upon purchase price; and

- c. Arrangement shall be made by the Professional for fueling of the golf carts. Professional may choose to provide his/her own fuel, which shall only be dispensed from an approved above ground fuel tank. If Professional installs his/her own tank, location must be prior approved by the Parks and Recreation Division. The Professional may request to purchase fuel from the Parks and Recreation Division. All fueling arrangements will be made between the Professional and the Golf Manager.
- Section 4. TERM. This Agreement shall commence on January 1, 2020, and shall terminate December 31, 2024. The Golf Manager, with the approval of the Park Board may extend this Agreement for one (1) additional five (5) year term. Any extensions will be conditioned on the Professional's previous Term's operation having been performed to sole discretion of the Park Board and the Golf Manager's satisfaction. The Golf Professional will advise the Golf Manager, in writing, no later than February 1, 2024, of his or her desire to extend the Agreement. The extension request shall not be entertained if the Golf Professional is in any form of default. This does not preclude the Parks Division from issuing Requests For Proposals (RFP) for the following term.
 - 4.1 <u>Annual Evaluation.</u> The Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than February 15th of each year and prior to any Agreement extension. Results of the annual evaluation will be discussed and shared with the Golf Committee.
- Section 5. GOLF MANAGER. The Golf Manager shall be the designated representative of the Parks and Recreation Division for the purpose of supervising and managing the Golf Course grounds, Clubhouse/restaurant operations, and to ensure compliance with the terms and conditions of this Agreement. The Professional shall first address any concerns to the Golf Manager.
 - Maintenance. The Parks and Recreation Division shall be responsible for the maintenance of Golf Course grounds, the practice range, parking area, snow removal in the parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, helping with general litter clean-up of the parking area, replacement of light bulbs, minor plumbing of restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole expense of the Professional. If the Professional and Golf Manager disagree on the definition of appropriate maintenance, a mutually agreed third-party will be consulted to reach a resolution.

- 5.2 <u>Golf Course Marshal.</u> The Parks and Recreation Division may, at its own cost and expense, provide a golf marshal at the course who shall ensure all players have paid the necessary fees and been issued receipts, as well as provide other customer service as directed by the Golf Manager.
- 5.3 Rules and Regulations. The Park Board of the Parks and Recreation Division shall fix, by resolution, rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse/restaurant, including but not limited to: minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number), minimum numbers of hours the Golf Pro Shop and restaurant are to be kept open each day and each week, amount of all fees, including but not limited to: Greens fees, private cart daily fees, annual private cart permit fees and season ticket fees.

Section 6. CONSIDERATION PAID TO PARKS AND RECREATION.

6.1 Shall be addressed in a forthcoming Amendment to the original Agreement reconciling the commission or split between the City and The Professional.

Section 7. CONSIDERATION PAID TO THE PROFESSIONAL.

7.1 Shall be addressed in a forthcoming Amendment to the original Agreement reconciling the commission or split between the City and The Professional.

Section 8. COLLECTION OF FEES BY PROFESSIONAL.

- 8.1 Unless granted a waiver the Professional shall cause to be delivered and deposited in the Parks and Recreation Division's designated bank, once every twenty four (24) consecutive hours, monies collected due and owing to the Parks and Recreation Division and all greens fees, all deposit receipts, required reports and season ticket sales. The Professional may deduct those amounts owed to him as provided in Section 6.1. In the event of a deposit shortage, the Golf Professional will be responsible for the entire amount of the shortage in the deposit. In the event of an overage in the deposit, the Golf Professional and the Parks and Recreation Division will equally split the amount of the overage. The Professional shall deliver all deposit receipts and required reports to the Parks and Recreation Division accounting office by no later than 4:00 p.m. on each Tuesday of each week during the playing season.
- 8.2 The Parks and Recreation Division shall install and maintain a system of records and accounts of fees and gross revenues from which the amounts

of fees and gross revenues from all sources can be readily ascertained. The Professional shall use such system for all fees and monies collected and received at the Golf Course; however, the Professional may install and maintain at his expense a system for Restaurant and lesson sales if such system is prior approved in writing by the Golf Manager. The Professional shall permit the Parks and Recreation Division, through its designated representatives, to inspect such accounts and all other business records concerning operations at the Golf Course.

- 8.3 At the end of the year, a financial report shall be sent to the Parks and Recreation Division of Spokane.
- 8.4 The Professional shall follow the collection of fees process as currently directed by Parks and Recreation Division, to include the City of Spokane Cash Handler Policy and Procedures Manual.

Section 9. **INDEMNIFICATION, INSURANCE, BOND.**

- 9.1 <u>Indemnification.</u> Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, representatives or its agents. Each party shall be responsible for its own negligence and shall defend, indemnify and hold the other party harmless from any loss, liability, damage, death or injury to any person or property, caused from any act or omission of itself, its agents, representatives or employees (including reasonable attorney fees and court costs and amounts paid in settlement and judgment).
- 9.2 <u>Insurance.</u> The Professional shall throughout the duration of this Agreement, provide and maintain at his expense, in forms satisfactory to the Parks and Recreation Division a policy or policies for each of the following types of insurance coverage:
- a. Combined single limit liability insurance covering bodily injury and property damage in an amount not less than ONE MILLION DOLLARS (\$1,000,000). Said insurance shall be on the comprehensive or commercial general liability occurrence form with coverage to include premises liability, golf cart liability, blanket contractual liability, owners and contractors protective liability (covering work performed for the Professional by independent contractors rather than employees), products and completed operations liability, stopgap liability, and the broad form comprehensive general liability endorsement, and liquor liability coverage.
- b. Statutory Washington Worker's Compensation Insurance and

- a minimum of ONE MILLION DOLLARS (\$1,000,000) Employer's Liability Insurance for all employees of the Professional.
- c. Comprehensive Automobile Liability insurance for owned, hired, and non-owned automobiles in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- d. Professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- e. The Professional shall furnish Parks and Recreation Division with a Certificate of Insurance (COI) evidencing coverages in items a, b, c, and d (above) and shall provide an Additional Insured endorsement naming the Parks and Recreation Division of Spokane as Additional Insured under items a and c.
- f. The Professional, at the Professional's option may purchase and maintain such insurance as will insure the Professional against loss of use of the Professional's, and Parks and Recreation Division property due to fire or other hazards, however caused. The Professional waives all rights of action against the Parks and Recreation Division for loss of use of the Parks and Recreation Division and Professional's property, including consequential losses due to fire or other hazards - however caused.
- 9.3 <u>Bond.</u> The Professional shall continuously maintain at his sole expense a Surety/payment guarantee or employee dishonesty Bond covering collection of fees on the Premises for the benefit of the Parks and Recreation Division. The Bond shall be in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) and must cover all employees. The Professional must additionally provide broad form money and securities coverage, both inside and outside the Premises in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00).
- 9.4 Proof of the above requirements must be provided to the Parks and Recreation Division upon execution of this Agreement. The policies required hereinshall provide not less than thirty (30) days prior written notice to the Parks and Recreation Division of any cancellation, expiration, modification, or reduction in coverage or liability limits.

Section 10. **INDEPENDENT CONTRACTOR.** The parties agree and acknowledge

that the Professional is an independent contractor and not the agent or employee of the Parks and Recreation Division or City of Spokane, and that no liability shall attach to the Parks and Recreation Division or City of Spokane as a result of the acts or omissions of the Professional, his agents, representatives oremployees. The Professional realizes that the Parks and Recreation Division employs other independent contractors as Golf Professionals and that each Professional's situation is unique. The compensation for each Professional is negotiated and may differ from other Professionals.

Section 11. **TERMINATION**.

- a. The Parks and Recreation Division reserves the right to terminate this Agreement upon the failure of the Golf Professional to perform any of the terms and conditions of this Agreement. The Parks and Recreation Division shall give ten (10) days written notice to the Professional stating the nature of the default. At the end of this ten (10) dayperiod, the Parks and Recreation Division shall have the right to:
 - i) Enter the Golf Pro Shop and Golf Course and take immediate possession thereof;
 - ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to the Parks and Recreation Division, which shall have accrued to the time of termination of the Professional's rights.
- b. The Professional is subject to immediate termination if the Professional violates any fiduciary duty to the Parks and Recreation Division, including but not limited to, by allowing play at less than the posted rates (excluding discounted rates approved by the Golf Manager).
- c. The Professional is subject to immediate termination if the Professional or any employee is knowingly found to be in violation of food service regulations and/or alcohol service regulations/laws and/or a State issued audit finding solely due to the actions of the Professional.
- d. The Professional may terminate this Agreement by giving ninety (90) days prior written notice. Such notice shall be given to the Golf Manager.

Section 12. TIME TO BE DEVOTED BY PROFESSIONAL.

- a. <u>General</u>. It is mutually understood the primary function of the Professional shall devote such time as necessary to satisfactorily and wholly carry out the duties of this Agreement.
- b. Golf Season. During the golf season, the Professional is expected to be

at the golf course on a regular basis, sufficient to meet the reasonable demands of thepublic and supervisory staff. When the Professional will be away from the golf coursefor a period exceeding forty-eight (48) hours, written notice must be given to the Golf Manager. The Professional shall endeavor to be available to the public during major tournaments. Time off unrelated to the golf business is discouraged. The Professional's personal tournament schedule shall be submitted to the Golf Manager before the season begins. Any changes to the schedule will also be submitted duringthe season.

- c. Non-Golf and Off-Season Activities. Golf Professional acknowledges that it is the Parks and Recreation Division's intent to potentially implement, at its expense, non-golf recreational programs such as hiking, biking, cross-country skiing, snowshoeing, and other similar programs on or near the Golf Course facilities. The Parks and Recreation Division will consult with the Professional to develop said programs and identify potential operational issues with said activities to minimize conflicts with golf operations.
- Section 13. REFUSE CHARGES. Professional will pay the Clubhouse/restaurant refuse charges during the playing season. On or before December 1, it will be the responsibility of the Professional to notify, in writing, the City Solid Waste Management Division to stop regular pick-up and to be certain that service will be changed as necessary to an "on-call" basis. The Superintendent will then be responsible for contacting the Solid Waste Management Division when pick-up is necessary. The Parks and Recreation Division will pay for these "on-call" services, when authorized by the Superintendent. On or before March 1, when the restaurant again re-opens, the Professional will be responsible for notifying, in writing, the Solid Waste Management Division to resume regular pick-ups.

In essence, the Parks and Recreation Division pays for refuse pick-up only during December, January and February.

The Written communications and notices directed above shall be copied and sent to the Golf Manager, Parks and Recreation Division, 5th Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

Section 14. <u>TAXES AND FEES.</u> As an independent contractor, the Professional acknowledges that he is solely responsible for payment of any local, state, or federal taxes or fees with respect to the Professional's agents, representatives and employees and any taxes or licenses applicable to the Professional's business activity at the Golf Course. The Lessee shall

pay any applicable taxes related to its use and occupancy of the Premises, including, but not limited to: the Leasehold Excise Tax required by RCW 82.29A. The burden is on the Lessee to show that it falls within a legal exemption. A monthly rental amount valued at one thousand four hundred sixteen and 67/100 dollars (\$1,416.67) is in effect for the facilities and areas at the time this agreement is executed and will extend until the termination date: unless significant rental value is added to the facilities and areas through new development or renovations.

- Section 1 5. **ASSIGNMENT.** The parties acknowledge and agree that the Professional may not assign, transfer or sublease all or any part of his responsibilities, operations or interests under this Agreement without the express prior written consent of the Park Board. Any unauthorized assignment, sublease or transfer by the Professional shall be null and void and shall terminate this Agreement at the option of the Parks and Recreation Division.
 - Section 16. <u>SEVERABILITY.</u> In the event any one (1) or more of these agreements and covenants are held invalid by a court of competent jurisdiction, they shall be severed and this Agreement shall not be voided in its entirety. This Agreement shall then be interpreted as if such invalid portions and covenants were not contained herein.
 - Section 17. **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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.
 - Section 18. <u>NON-WAIVER</u>. Waiver by the Parks and Recreation Division of any rights hereunder in any one (1) instance shall not be deemed a future waiver of this or any other right by the Parks and Recreation Division in any subsequent instance and shall still insist on full performance of the terms of this Agreement.
- Section 19. **LIENS.** The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the Premises and shall keep the Premises free and clear of all liens for work performed thereon.
- Section 20. **DISPUTES.** Should situations arise which cannot be resolved by the Professional and the Golf Manager, these questions shall be referred for determination to the Golf Committee of the Park Board and shall be subject to the final resolution by the Park Board as a whole. Any such resolution shall not be deemed a waiver, or future waiver by either party to any action in law or equity.

Section 21. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Professional 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 Professional and the subject matter of this Agreement.

Section 22. <u>AUDIT/RECORDS</u>. The Professional and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Professional 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 or state law applicable to the subject matter of this Agreement, the federal or state law shall prevail.

| Dated: 16/22/2019 | CITY OF SPOKANE PARKS AND RECREATION DIVISION |
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| OF SPORT | By Parks Director interin |
| AMACCS TO THE PARTY OF THE PART | |
| Attest: Sem Masses City Clerk | Approved as to form: Assistant City Attorney |
| | |

Steve Conner, dba RIVERLINKS GOLF

INC.

E-Mail address, if available: sconner@spokanecity.org

Title: Dwner

Attachments that are a part of this Agreement:

City of Spokane's Formal Solicitation entitled: RFP # 5125-19

Exhibit A – Parks and Recreation Downriver Restaurant Equipment

Exhibit B – Commission Split for Operation of the Downriver Municipal Golf Course

EXHIBIT A

Downriver Restaurant Equipment

Attachment to Downriver Agreement

As referenced in the Agreement, Section 3.9 (a) the Parks and Recreation Division will furnish the Professional with a list of Parks and Recreation Division owned restaurant equipment ("Equipment").

- A. 3-compartment sink
- B. (2) walk-in coolers
- C. Dishwasher

Exhibit B



City of Spokane Parks and Recreation Division

COMMISSION SPLIT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE

This COMMISSION SPLIT FOR OPERATION OF DOWNRIVER MUNICIPAL GOLF COURSE ("Exhibit B") is made and entered into by and between the **City of Spokane Parks and Recreation Division** as ("City"), a Washington municipal corporation, and **STEVE CONNER, PGA GOLF PROFESSIONAL** *d/b/a* **RIVERLINKS GOLF INC.**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

WHEREAS, the parties entered into an Agreement wherein the Professional agreed to provide for the operation and maintenance of the City's Municipal Golf Course – DOWNRIVER; and

WHEREAS, a division or split in DOWNRIVER commission has been negotiated, and this City's Exhibit B delineates those proportions.

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

1. COMMISSION / SPLIT CONSIDERATION.

The Scope of Work in the original Agreement, Section 6 & Section 7 is revised to include the following:

Section 6. CONSIDERATION PAID TO PARKS AND RECREATION.

- 6.1 Parks and Recreation Division shall be entitled to the following proceeds:
 - a. ONE PERCENT (1%) of gross receipts from the operation of the practice range;
 - b. ONE PERCENT (1%) of gross receipts from rental of golf carts and pull-carts;
 - ONE PERCENT (1%) of gross receipts from Pro Shop sales, which include club rentals;
 - FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons;
 - e. FORTY PERCENT (40%) of gross receipts from facility rentals.
 - f. EIGHTY PERCENT (80%) of gross receipts for the rental of the golf course for weddings;
 - g. NINTEY TWO AND A HALF PERCENT (92.5%) of Green Fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives; and

h. ZERO PERCENT (0%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Division.

Section 7. CONSIDERATION PAID TO THE PROFESSIONAL.

- 7.1 The Professional shall be entitled to the following:
 - a. NINETY NINE PERCENT (99%) of gross receipts from the operation of the driving range.
 - b. NINETY NINE PERCENT (99%) of gross receipts from rental of golf carts and pull carts.
 - c. NINETY NINE PERCENT (99%) of gross receipts from Pro Shop sales, including club rentals.
 - d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons.
 - e. SIXTY PERCENT (60%) of gross receipts from facility rentals. This includes the apartment, should it be rented during the Agreement.
 - f. TWENTY PERCENT (20%) of the gross receipts for the rental of the golf course for weddings.
 - g. SEVEN AND A HALF PERCENT (7.5%) of Green fees, until golf round incentives are reached. Refer to section 7.2 outlining Green Fee incentives.
 - h. ONE HUNDRED PERCENT (100%) of Food and Beverage (F & B) Sales.
 - ONE HUNDRED PERCENT (100%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks & Recreation Division.
- 7.2 The City shall pay the Professional the following revenue, if applicable post accounting closing entries of the golf season:

For calendar years 2020-2022, the Professional will be entitled to revenue sharing calculated on the number of paid rounds of golf played at DOWNRIVER, based on the average number of paid rounds played per year for the last ten (10) years. Rounds are defined as regular rounds, discount rounds, tournament rounds, and hotel rounds. For calendar years 2020-2022, the adjusted average number of total rounds per year used to calculate revenue sharing is FORTY FOUR THOUSAND (44,000). Therefore, revenue sharing for calendar years 2020-2022 will be calculated as follows:

If the total number of rounds in a calendar year is greater than FORTY FOUR THOUSAND (44,000)/year but less than FORTY FOUR THOUSAND NINE HUNDRED AND NINETY NINE (44,999) rounds per year, the Professional will receive TEN PERCENT (10%) of the increased revenue from those rounds.

If the total number of rounds in a calendar year is greater than FORTY FIVE THOUSAND (45,000)/year but less than FORTY FIVE THOUSAND NINE HUNDRED AND NINETY NINE (45,999) rounds per year, the Professional will receive TWENTY PERCENT (20%) of the increased revenue from all rounds greater than FORTY FOUR THOUSAND (44,000).

If the total number of rounds in a calendar year is greater than FORTY SIX THOUSAND (46,000)/year, the Professional will receive 30 PERCENT (30%) of the increased revenue from all rounds greater than FORTY FOUR THOUSAND (44,000).

At the end of 2022 golf season, the parties will meet and determine any future revenue sharing criteria for the remaining two (2) years of this Agreement.

7.3 The Professional agrees to fund capital improvements at the golf course during the contract period as partial consideration for the City taking the same percentage of green fees, range and cart rental fees. These improvements will be implemented by the Professional, no later than December 31, 2020 unless the City agrees to extend this date. The Professional agrees these improvements will belong to the City and the conclusion of this contract period and will not be included under the 2019 Agreement for Operation of Downriver Municipal Golf Course section 3.9 (g) depreciation schedules for reimbursement. Capital improvements have an estimated value of \$125,000. These capital improvements include:

- a. Adding a customer deck to the south side of the building overlooking the 18th green
- b. Improving the aesthetics of the golf cart corral storage area by constructing a cinderblock wall with gates/doors
- c. Remodeling the Pro Shop retail space
- d. Replacing kitchen equipment as necessary

The Professional also agrees to partner with the City to fund mutually desirable capital improvements at the golf course during course construction as partial consideration for the City taking the same percentage of green fees, range and cart rental fees. The Professional agrees these improvements will belong to the City and the conclusion of this contract period and will not be included under the 2019 Agreement for Operation of Downriver Municipal Golf Course section 3.9 (g) depreciation schedules for reimbursement. These capital improvements do not have an estimated value and the time of executing this contract. These mutually desirable capital improvements may include the following projects if deemed financial feasible by both the City and the Professional:

- Expanding the driving range hitting stations/double deck driving range
- f. Exterior modernization of the roof/roofline facade of the Clubhouse building.
- 7.4 The City is currently implementing strategic on course facility improvements at all four (4) City owned courses. Downriver is scheduled for irrigation system upgrades, along with other course improvements in either 2020-2021, or 2021-2022. The City and Professional mutually agree to conduct this project in the least disruptive method, to minimize revenue loss to both parties. The City and Professional agree that a one (1) year extension to the original contract period (2019-2024) may be added to the original contract in-lieu of a cash reconciliation for revenue loss experience by the Professional during construction.

0

< Business Lookup

License Information:

New search Back to results

Entity name: RIVERLINKS GOLF, INC.

Business name: DOWNRIVER GOLF COURSE

Entity type: Profit Corporation

UBI #: 601-432-842

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3225 N COLUMBIA CIR

SPOKANE WA 99205-3985

Mailing address: 3225 N COLUMBIA CIR

SPOKANE WA 99205-3985

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|--------------|-------|---------|--------|-----------------|---------------------|
| Direct Shipment Receiver- In WA Only | 355835 | | | Active | Dec-31-2023 | May-30-1998 |
| Minor Work Permit | | | | Active | Dec-31-2023 | Mar-16-1993 |
| Spirits/Beer/Wine Restaurant Service Bar | 355835 | | | Active | Dec-31-2023 | Sep-24-2019 |
| Spokane General Business | T12015180BUS | | | Active | Dec-31-2023 | Oct-15-2012 |

Governing People May include governing people not registered with Secretary of State

Governing people Title

CONNER, KAROLYN MARIE

CONNER, STEPHEN WILLIAM

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| DOWNRIVER GOLF COURSE | Active | Feb-10-1993 |
| RIVERLINKS GOLF WEAR | Active | Feb-29-2000 |



View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 11/30/2023 10:31:04 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

| | | | | s of the policy, o of such endors | | | licies may require an endo | orseme | nt. A stateme | ent on this ce | ertificate does n | ot confer | rights | to the |
|--------------|--|-------------------------------------|------------|--------------------------------------|---------------------------|--------------|--|---------------------------------------|--|--|------------------------------------|------------|---------|--------------|
| PRO | DUCE | R | | | | . , | | CONTAC NAME: | CT Jennife: | r Jacobs | | | | |
| Lea | avit | t Group of | Воз | ise | | | | PHONE (208)375_9199 FAX (200)659_1951 | | | | -1951 | | |
| 622 | 6220 N Discovery Way, Ste 100 | | | E-MAIL | | | Leavitt.com | _(A/C, No): | | | | | | |
| | | | | | | | | ADDICE | | | DING COVERAGE | | | NAIC # |
| Bo: | ise | | | ID 837 | 713 | | | INSURE | | . , , | ance Compan | ies | | 10677 |
| INSL | JRED | | | | | | | INSURE | | | | | | |
| Riv | verl | inks Golf I | Inc, | , DBA: Downr | iver | Pro | o Shop | INSURE | | | | | | |
| 322 | 25 N | Columbia C | lir | | | | | INSURE | | | | | | |
| | | | | | | | | INSURE | | | | | | |
| Spo | okan | ıe | | WA 992 | 205 | | | INSURE | | | | | | |
| СО | VER | AGES | | CER | TIFIC | CATE | NUMBER:23/24 Mast | _ | | | REVISION NUI | MBER: | | |
| IN C E | NDICA ERTI XCLU | ATED. NOTWITH FICATE MAY BE | ISTAI | NDING ANY REQU JED OR MAY PER | JIREM TAIN, ' OLICI | IENT, THE II | CE LISTED BELOW HAVE BEE TERM OR CONDITION OF AN NSURANCE AFFORDED BY T IMITS SHOWN MAY HAVE BE | NY CONT THE POL | TRACT OR OTH LICIES DESCRI DUCED BY PAID | HER DOCUME IBED HEREIN I D CLAIMS. | NT WITH RESPEC | T TO WHI | CH THIS | |
| INSR LTR | | TYPE OF I | NSUR | ANCE | | SUBR | | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | | LIMIT | s | |
| | х | COMMERCIAL GE | NER. | AL LIABILITY | | | | | | | EACH OCCURREN | | \$ | 1,000,000 |
| A | | CLAIMS-MAD | E | OCCUR | | | | | | | DAMAGE TO RENT PREMISES (Ea occ | | \$ | 500,000 |
| | | | | | | | ETD0632995 | | 10/20/2023 | 10/20/2024 | MED EXP (Any one | person) | \$ | 10,000 |
| | | | | | | | | | | | PERSONAL & ADV | INJURY | \$ | 1,000,000 |
| | - | N'L AGGREGATE LIM | | PLIES PER: | | | | | | | GENERAL AGGREG | ATE | \$ | 2,000,000 |
| | Х | POLICY | RO- ECT | LOC | | | | | | | PRODUCTS - COM | '/OP AGG | \$ | 2,000,000 |
| | | OTHER: | | | ـــــ | <u> </u> | | | | | Liquor Liability | LIMIT | \$ | 1,000,000 |
| A | AUT | OMOBILE LIABILITY | Y | | | | ETD0632995 | | 10/20/2023 | 10/20/2024 | COMBINED SINGLE (Ea accident) | | \$ | 1,000,000 |
| | | ANY AUTO ALL OWNED | | SCHEDULED | | | | | | | BODILY INJURY (P | | \$ | |
| | | AUTOS | | AUTOS NON-OWNED | | | | | | | BODILY INJURY (P | | | |
| | X | HIRED AUTOS | х | AUTOS | | | | | | | (Per accident) | | \$ | |
| | | | Ц, | <u> </u> | — | | | | | | | | \$ | |
| | Х | UMBRELLA LIAB | - | OCCUR | | | | | | | EACH OCCURREN | <u>DE</u> | \$ | 1,000,000 |
| A | | EXCESS LIAB | | CLAIMS-MADE | - | | | | | | AGGREGATE | | \$ | 1,000,000 |
| | WOE | DED RETE | | ON \$ | ₩ | <u> </u> | ETD0632995 | | 10/20/2023 | 10/20/2024 | PER | TOTH- | \$ | |
| | AND | EMPLOYERS' LIAB | ILITY | Y/N | | | | | | | PER STATUTE | OTH- ER | | |
| | | PROPRIETOR/PARTI CER/MEMBER EXCL | | EXECUTIVE | N/A | | | | | | E.L. EACH ACCIDE | NT | \$ | |
| | | ndatory in NH) s, describe under | | | 1 | | | | | | E.L. DISEASE - EA I | MPLOYEE | \$ | |
| | DÉS | CRIPTION OF OPER | RATIO | NS below | ₩ | <u> </u> | | | | | E.L. DISEASE - POL | ICY LIMIT | \$ | |
| A | Lic | quor Liabilit | Y | | | | ETD0632995 | | 10/20/2023 | 10/20/2024 | Limit/Deductible | | 1, | ,000,000/500 |
| | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION | | | | | | | | | | | | | |
| 一 | | , <u>-</u> - | | MPoire | er@s | pok | anecity.org | | | | | | | |
| | MPoirer@spokanecity.org SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN | | | | | | | | | | | | | |

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ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeremy Kahn/JEJACO

10210 East Sprague Ave. Spokane Valley, WA 99206

Spokane Park Board Briefing Paper



| Committee | Finance | (| Commit | tee meeting date: 12 | 2/12/202 | 23 |
|--|-------------------|----------------------------|---------------------|--|----------|--------------------------|
| Requester | Fianna Dickson | | | Phone number:x6 | 297 | |
| Type of agenda item | Consent | Discussion | | ○ Information | | Action |
| Type of contract/agreement | New Ren | ewal/ext. OL | .ease (| Amendment/change | order | Other |
| City Clerks file (OPR or policy #) | OPR 2021-0398 | | | | | |
| Master Plan Goal, Objective, Strategy (click for link to adopted plan) | Goal H., Obj. 2 | | Master (pg. 171- | r Plan Priority Tier: Fi -175) | irst | |
| Item title: (Use exact language noted on the agenda) | DH Contract Re | newal | | | | |
| Begin/end dates | Begins: 05/14/20 | 024 | Ends: 05 | 5/13/2025 | 0 | 6/01/2525 |
| Background/history: In 2021, DH was awarded a 3-year contract for marketing, communication, and advertising services through a request for proposals. The contract allows for 2 1-year renewal options. This would be the first renewal. We are requesting this contract renewal a but early to allow for certainty in planning for all months of 2024. | | | | | be the | |
| Motion wording: Motion to approve a one-year renewal of | the contract with | DH, to exend to | May 13 | , 2025. | | |
| Approvals/signatures outside Parks: | O Yes | No | | | | |
| If so, who/what department, agency or co | | | | Dhara | | |
| Name: | Email address | : | | Phone: | | |
| Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Fianna Dickson Grant Management Department/Name: | | | | | | |
| Fiscal impact: C Expenditure | Revenue | | | | | |
| Amount: \$110,000/year | | Budget code: 1400-30210-76 | 3120-547 | 151 | | |
| \$40,000/year | | 4600-30210-76 | | | | |
| . , , | | | | | | |
| Vendor: Existing vendor | New vendo | or | | | | |
| Supporting documents: | | | | | | |
| Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C | ity of Spokane | | | ontractors/consultants/ve | | ndors |
| ✓ UBI: 601-980-540 Business license exp | | | | new contractors/consult ficate (min. \$1 million in 0 | | |



City of Spokane Parks And Recreation Department

CONTRACT RENEWAL 1 of 2

Title: PARKS AND RECREATION MARKETING, COMMUNICATION, & ADVERTISING SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DESAUTEL HEGE**, whose address is 315 West Riverside Avenue, Suite 200, Spokane, Washington, 99201 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide non-exclusive Marketing, Communication and Advertising Services to the City of Spokane Parks and Recreation Department; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 20, 2021 and May 27, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on May 14, 2024 and shall run through May 13, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS** (\$150,000.00), including applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Firm 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.

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 Renewal by having legally-binding representatives affix their signatures below.

| DESAUTEL HEGE | CITY OF SPOKANE PARKS AND RECREATION |
|---|--------------------------------------|
| By Signature Date | By Signature Date |
| Signature Date | Date 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 Agreemen | t: |
| Attachment A – Certification Regarding Debarr | ment |

23-247

ATTACHMENT A 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.

| Name of Subrecipient / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
|--|-------------------------------|
| Name of Certifying Official (Type or Print) | Signature |
| Title of Certifying Official (Type or Print) | Date (Type or Print) |



< Business Lookup

License Information:

New search Back to results

Entity name: DESAUTEL HEGE, INC.

Business name: DESAUTEL HEGE

Entity type: Profit Corporation

UBI #: 601-980-540

Business ID: 001

Location ID: 0001

Location: Active

Location address: 313 W RIVERSIDE AVE

SPOKANE WA 99201-0209

Mailing address: 313 W RIVERSIDE AVE

SPOKANE WA 99201-0209



Click here **Excise tax and reseller permit status: Secretary of State status:** Click here **Endorsements Endorsements held at this lo License #** Count **Details Expiration da** First issuance **Status** Spokane General Business T11099729BL Active Sep-30-2024 Oct-15-2012 Governing People May include governing people not registered with Secretary of State **Governing people** Title ARCHER, NICOLAS HEGE, MICHELLE JOHNSTON, SARA MYLROIE, ANDREI VARELA, CHRISTINE **Registered Trade Names Registered trade names Status** First issued

| Registered trade names | Status | First issued | |
|--|--------|--------------|--|
| DESAUTEL HEGE COMMUNICATIONS | Active | Dec-15-1999 | |
| DH | Active | Jun-08-2017 | |
| The Business Lookup information is updated nightly. Search date and time: 11/29/2023 10:37:44 AM | | | |

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | CONTAC | CT | | | | |
|--------------------|--|--------------|-------------|--|--|----------------------------|----------------------------|---|--------|------------|
| PRO | PRODUCER | | | NAME: PHONE (A/C, No, Ext): (A/C, No): | | | | | | |
| | | | | | E-MAIL ADDRES | SS: | | | | |
| | | | | | | | | | NAIC# | |
| | | | | | INSURE | RA: | | | | |
| INSU | RED | | | | INSURE | RB: | | | | |
| | | | | | INSURE | RC: | | | | |
| | | | | | INSURE | | | | | |
| | | | | | INSURE | | | | | |
| | | | | | INSURE | | | | | |
| CO | VERAGES CERT | TIFIC | `ATE | NUMBER: | INSURE | KF. | | REVISION NUMBER: | | |
| | HIS IS TO CERTIFY THAT THE POLICIES | | | | /F BFFI | N ISSUED TO | | | IF POI | ICY PERIOD |
| IN CI | DICATED. NOTWITHSTANDING ANY REETHFICATE MAY BE ISSUED OR MAY PROCLUSIONS AND CONDITIONS OF SUCH F | QUIR PERT | REMEI | NT, TERM OR CONDITION THE INSURANCE AFFORDI | OF ANY | CONTRACT | OR OTHER DESCRIBED | DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO | TO Y | WHICH THIS |
| INSR LTR | | | SUBR WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| | COMMERCIAL GENERAL LIABILITY | пов | | | | , | (, 22, , | EACH OCCURRENCE | \$ | |
| | CLAIMS-MADE OCCUR | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | |
| | | | | | | | | MED EXP (Any one person) | \$ | |
| | | | | | | | | PERSONAL & ADV INJURY | \$ | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$ | |
| | POLICY PRO- JECT LOC | | | | | | | PRODUCTS - COMP/OP AGG | \$ | |
| | OTHER: | | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) | \$ | |
| | OWNED SCHEDULED AUTOS ONLY AUTOS | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | HIRED NON-OWNED | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | AUTOS ONLY AUTOS ONLY | | | | | | | (rei accident) | \$ | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE | \$ | |
| | DED RETENTION\$ | | | | | | | AGGREGATE | \$ | |
| | WORKERS COMPENSATION | | | | | | | PER OTH- STATUTE ER | Ψ | |
| | AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE Y/N | | | | | | | E.L. EACH ACCIDENT | \$ | |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| | If yes, describe under | | | | | | | | | |
| | DÉSCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| | | | | | | | | | | |
| DESC | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL | ES (A | CORD | 101, Additional Remarks Schedu | le, may be | attached if more | space is require | ed) | - | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| CERTIFICATE HOLDER | | | CANC | ELLATION | | | | | | |
| OLKIN IOATE HOLDER | | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |
| | | | | | | RIZED REPRESEI | | | | |
| | | | | | Curtis Luken | | | | | |

Spokane Park Board Briefing Paper



| Committee | Finance | Committee meeting date: Dec. | 12, 2023 | | | |
|---|-----------------------------|--|--------------------------|--|--|--|
| Requester | Jason Conley | Phone number: 625-6 | 211 | | | |
| Type of agenda item | Consent ODiscussion | n | Action | | | |
| Type of contract/agreement | New Renewal/ext. | Lease Amendment/change or | der Other | | | |
| City Clerks file (OPR or policy #) | | | | | | |
| Master Plan Goal, Objective, Strategy | N/A | Master Plan Priority Tier: N/A | | | | |
| (Click HERE for link to the adopted plan) | | (pg. 171-175) | | | | |
| Item title: (Use exact language noted on the agenda) | | veen CITY OF SPOKANE PARKS A CIVICPLUS; providing Recreation N | | | | |
| Begin/end dates | Begins: 01/01/2024 | Ends: 12/31/2024 | 06/01/2525 | | | |
| Background/history: In 2017, through a competitive process; CivicPlus was selected as the Spokane Parks and Recreation Division's Recreation Management Software (RMS). Parties entered into a multi-year agreement for software licensing. This initial agreement is expiring at the conclusion of 2023. With pre-approval from City Purchasing, Parks desires to enter into a renewal agreement with CivicPlus to continue RMS software using the specific software product commonly known as CivicRec. The contract may be renewed annually for (2) additional one-year renewals under predetermined pricing, for a total of 3 years. This software is used for the registration of all recreational classes and programs as well as park and field facility reservations. This software has been well-received with users, and staff alike. | | | | | | |
| Motion wording: Approve a 1-year Agreement between th Recreational Management Software, with | | ecreation Division and CIVICPLUS. | for | | | |
| Approvals/signatures outside Parks: | Yes No | | | | | |
| If so, who/what department, agency or co | | Dhara | | | | |
| Name: Amy Vikander | Email address: vikander@civ | vicplus.com Phone: | | | | |
| Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jason Conley Grant Management Department/Name: | | | | | | |
| Fiscal impact: Expenditure | Revenue | | | | | |
| Amount: 2024 (\$38,587.50) + tax | Budget code: 1400-30210- | 76101-54820 | | | | |
| 2025 (\$39,706.54) + tax *Optional year | 1400-30210-7 | 76101-54820 | | | | |
| 2026 (\$40,858.02)+ tax *Optional year | 1400-30210-7 | 76101-54820 | | | | |
| Vendor: ● Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - Contractor is on the City's A&E | City of Spokane ACH | (for new contractors/consultants/vendo Forms (for new contractors/consultants | s/vendors | | | |



CITY OF SPOKANE PARKS AND RECREATION

CONTRACT

Title: RECREATION MANAGEMENT SOFTWARE

THIS CONTRACT is between the **CITY OF SPOKANE PARKS AND RECREATION**, a Washington State municipal corporation, as ("City"), and **CIVICPLUS**, **LLC**, whose address is 302 South 4th Street, Suite 500, Manhattan, Kansas 66502, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

- 1. <u>PERFORMANCE</u>. The Company shall provide Recreation Management Software, Project Implementation and Deployment, in accordance with the Company's Statement of Work, which is attached as Attachment B. In the event of a discrepancy between the documents this City Contract controls.
- 2. <u>CONTRACT TERM</u>. The Contract shall begin January 1, 2024 and shall run through December 31, 2024, unless terminated sooner. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed two (2) one (1) year renewals.
- 3. <u>COMPENSATION</u>. The City shall pay the Company a maximum annual amount for the first year not to exceed **THIRTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$38,587.50)**, and applicable tax, for everything furnished and done under this Contract. The City shall pay the maximum annual amount for each of the years as set forth below:

January 1, 2025 – December 31, 2025 \$39,706.54

January 1, 2026 – December 31, 2026 \$40,858.03

- 4. <u>PAYMENT</u>. The Company shall send its application for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **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.
- 5. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 6. <u>ASSIGNMENTS</u>. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

- 7. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.
- 8. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
- 9. <u>TERMINATION</u>. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.
- 10. <u>INSURANCE</u>. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:
 - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
 - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Company's services to be provided under this contract:
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
 - C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. <u>INDEMNIFICATION</u>. The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

- 12. <u>DEBARMENT AND SUSPENSION</u>. The Company 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.
- 13. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 14. <u>STANDARD OF PERFORMANCE</u>. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.
- 15. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company 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 Company.
- 16. <u>CITY OF SPOKANE BUSINESS LICENSE</u>. 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 Company 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 Company 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.
- 17. <u>AUDIT / RECORDS</u>. The Company 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 Company 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.
- 18. <u>CONFIDENTIALITY/PUBLIC RECORDS</u>. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is

legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. <u>DISPUTES</u>. 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.

011/10 DI 110 I I 0

| CIVICPLUS, LLC | PARKS AND RECREATION | | | | |
|---|-------------------------|--|--|--|--|
| By | By | | | | |
| Signature Date | 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: | | | | | |
| Exhibit A – Certificate Regarding Debarment Exhibit B – Company's Statement of Work | | | | | |

M23-302

EXHIBIT A 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.
- 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.

| Name of Subrecipient / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
|--|-------------------------------|
| Name of Certifying Official (Type or Print) | Signature |
| Title of Certifying Official (Type or Print) | Date (Type or Print) |

EXHIBIT B



CivicPlus

302 South 4th St. Suite 500 Manhattan, KS 66502 US

Client: Spokane, WA Bill To: Spokane, WA

WA - Spokane - CivicRec - Statement of Work

| QTY | Product Description | PRODUCT TYPE | |
|--|-----------------------------|---------------|--|
| 1 | CivicRec Annual Fee Renewal | Renewable | |
| Annual Recurring Services – Initial Term | | USD 38,587.50 | |
| Annual Recurring Services – Year 2 | | USD 39,706.54 | |
| Annual Recurring Services - Year 3 | | USD 40,858.03 | |

- 1. This renewal Statement of Work ("SOW") is between Spokane, WA ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
- 2. This SOW shall remain in effect for an initial term from January 1, 2024 through December 31, 2024 (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW may be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
- 3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 2.9% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

| Client | | CivicPlus | |
|--------|---|-----------|--|
| Ву: | Doso Cenley | Ву: | |
| Name: | CONEY | Name: | |
| Title: | on Parks + Recreation Decelos | Title: | |
| Date: | 2/14/2023 | Date: | |
| | 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | |

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

| Organization City of Spokene Parks + Recreation |
|--|
| Street Address 2008 W Spokene FALLS BIND |
| Address 2 |
| City State Postatopode |
| CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). |
| Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates. |
| Emergency Contact & Mobile Phone TASON CONLEY 509 496 - 7038 |
| Emergency Contact & Mobile Phone Jennifez Papich 509 496 6233 |
| Emergency Contact & Mobile Phone City of Spokene T.T. Dept 509 625-6461 |
| Billing Contact JASON CONLEY & SOKANECTY. OPEN |
| Phone 509 625 6211 Ext. Fax |
| Billing Address 808 W Sorkers FAUS BIND |
| Address 2 Spokene Parks + Peckentur |
| City State Postal Sode 201 |
| Tax ID# 91 - 600 1280 Sales Tax Exempt# |
| Billing Terms ANNUAL ANDERSON |
| Info Required on Invoice (PO or Job #) |
| Contract Contact TASON CONLEY Email JK CONLEY @ Spoklan City. ORY |
| Phone 55 (625 - 621) Ext. Fax |
| Project Contact Email |
| Phone Ext. Fax |



< Business Lookup

License Information:

New search Back to results

Entity name: CIVICPLUS, LLC

Business name: CIVICPLUS

Entity type: Limited Liability Company

UBI #: 602-828-967

Business ID: 001

Location ID: 0001

Location: Active

Location address: 302 S 4TH ST

STE 500

MANHATTAN KS 66502-6410

Mailing address: 302 S 4TH ST

STE 500

MANHATTAN KS 66502-64

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da First issuance |
|--|------------|-------|---------|--------|------------------------------|
| Federal Way General Business - Non-Resident | | | | Active | May-31-2024 Sep-01-2020 |
| Issaquah General Business - Non-Resident | | | | Active | May-31-2024 Apr-23-2019 |
| Kirkland General Business - Non-Resident | OBL28216 | | | Active | May-31-2024 Jun-15-2018 |
| Lacey General Business - Non-Resident | 181909 | | | Active | May-31-2024 Aug-29-2019 |
| Mercer Island General Business - Non-Resident | 211321 | | | Active | May-31-2024 Jan-03-2022 |
| Redmond General Business - Non-Resident | RED18-0006 | 5 | | Active | May-31-2024 Jun-15-2018 |
| Spokane General Business - Non-Resident | | | | Active | May-31-2024 Feb-08-2018 |

| Endorsements held at this lo License # | Count | Details | Status | Expiration da First issuance |
|---|-------|---------|--------|------------------------------|
| Spokane Valley General Business - Non-Resident | | | Active | Oct-31-2023 Oct-21-2022 |
| Washougal General Business - Non-Resident | | | Active | May-31-2024 Apr-25-2019 |

Governing People May include governing people not registered with Secretary of State

| Governing people | Title |
|------------------|-------|
|------------------|-------|

CP PATTI, LLC

MORGAN, STANLEY

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| CIVICPLUS | Active | Feb-04-2019 |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 12/8/2023 2:24:31 PM



Contact us

How are we doing? **Take our survey!**

Don't see what you expected? **Check if your browser is supported**





CERTIFICATE OF LIABILITY INSURANCE

OPR 2018 0118

DATE (MM/DD/YYYY) 05/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| tl | nis certificate does not confer rights t | o the | certificate holder in lieu of suc | h endorsement(s |). | | | tement on |
|--------|--|----------------|--|--|---|--|----------|-----------|
| | DUCER lis Towers Watson Northeast, Inc. | | RECEIVED | AME: Willis T | owers Wats | on Certificate Center | | |
| | 26 Century Blvd | | | HONE | -945-7378 | FAX (A/C, No); | 1-888- | 467-2378 |
| | Box 305191 | | MAY 2 5 2023 | -MAIL DDDESS: certifi | cates@willi | s.com | | |
| Nas | hville, TN 372305191 USA | | - | INS | SURER(S) AFFOR | RDING COVERAGE | | NAIC# |
| | | OID | COLEDICIS OFFICE | | | Company of Reading | Penns | 20427 |
| INS | JRED | CH | CLERIVO OFFICE | | | surance Company of Ha | | 20478 |
| Civ | icPlus, LLC and its direct and indi | rect | ubsidiaries - | SURER C: Contin | | | | 35289 |
| | S. 4th Street Suite 500 hattan, KS 66502 | | | | | n Specialty Insurance | Com | |
| PMI | mattan, ks 00502 | | | | nce America | m specially insulance | e com | 41718 |
| | | | | NSURER E : | | | -+ | |
| - | | | | SURER F: | | | | |
| _ | | | ATE NUMBER: W28996883 | | | REVISION NUMBER: | | |
| C E | HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH | PERTA POLIC | EMENT, TERM OR CONDITION OF AIN, THE INSURANCE AFFORDED DIES. LIMITS SHOWN MAY HAVE BE | F ANY CONTRACT BY THE POLICIE EEN REDUCED BY | OR OTHER I S DESCRIBEI PAID CLAIMS. | DOCUMENT WITH RESPEC | T TO W | HICH THIS |
| LTR | TYPE OF INSURANCE | ADDL | | POLICY EFF (MM/DD/YYYY) | (MM/DD/YYYY) | LIMITS | 5 | |
| | X COMMERCIAL GENERAL LIABILITY | | | | | EACH OCCURRENCE DAMAGE TO RENTED | \$ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | \$ | |
| A | | Y | 7037146004 | 05 (17 (000) | 05/17/2024 | | \$ | 15,000 |
| | | | 7037146004 | 03/17/2023 | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | POLICY PRO- LOC | | | | | | \$ | 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT | \$ | 1,000,000 |
| | X ANY AUTO | | | | | (Ea accident) | \$ | |
| В | OWNED SCHEDULED | Y | 7037146018 | 05/17/2023 | 05/17/2024 | 1 1 1 | | |
| | AUTOS ONLY AUTOS NON-OWNED | | 7037140010 | | | | | |
| | AUTOS ONLY AUTOS ONLY | | | | | [Per accidant] | S | |
| | | | | | | | \$ | |
| С | UMBRELLA LIAB X OCCUR | | | | | EACH OCCURRENCE ! | \$ | 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | Y | 7037145998 | 05/17/2023 | 05/17/2024 | AGGREGATE | \$ | 5,000,000 |
| | DED X RETENTION \$ 10,000 | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | X PER OTH- | | |
| A | ANYPROPRIETOR/PARTNER/EXECUTIVE | N/A | 7037146021 | 05/17/2023 | 05/17/2024 | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | OFFICER/MEMBEREXCLUDED? (Mandatory in NH) | 14.0 | 7037146021 | 03/17/2023 | 05/1//2024 | E.L. DISEASE EA EMPLOYEE | \$ | 1,000,000 |
| | II yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E L. DISEASE · POLICY LIMIT | \$ | 1,000,000 |
| D | Cyber/Tech E&O | | PRO30018745601 | 04/30/2023 | 04/30/2024 | Limit: | \$5,000, | , 000 |
| | | | | | | Deductible: | \$100,00 | 00 |
| | | | | | | | | |
| DES | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (A | CORD 101, Additional Remarks Schedule, | may be attached if mor | e space is requir | ed) | | |
| | s Voids and Replaces Previous | | | | | | | |
| | | | | | | | | |
| Umb | orella/Excess Liability follow | s fo | cm. | | | | | |
| | | | | | | 43444 Buta Fiabili | | |
| | City of Spokane is included | as a | n Additional Insured as r | espects to Ge | neral Liab | ility, Auto Liabiti | ty and | |
| UME | orella/Excess Liability. | | | | | | | |
| CE | RTIFICATE HOLDER | | C | CANCELLATION | | | | |
| | | | | | N DATE THE | ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS. | | |

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808 W Spokane Falls Blvd Spokane, WA 99201

City of Spokane

AUTHORIZED REPRESENTATIVE

Calit

WILLIS TOWERS WATSON 26 CENTURY BLVD. 6TH FL, SUITE 101 NASHVILLE, TN 37214



Park Board
Financials
November 2023



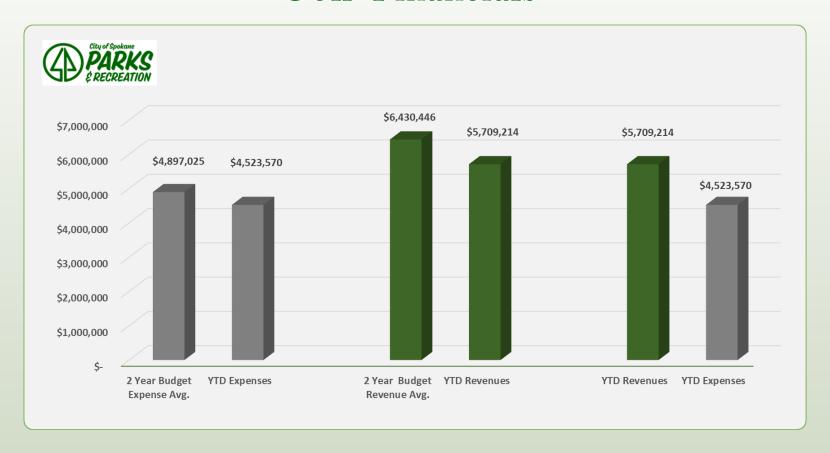
Parks Financials



Key Concepts:

- November was a net gain of \$93,697 with decreases in program revenues but also offsetting decreases in temporary/seasonal employee expenses.
- Parks has earned 91% of all budgeted revenues and spent 88% of all budgeted expenses.
- YTD revenues are ahead of expenses by \$471,670.

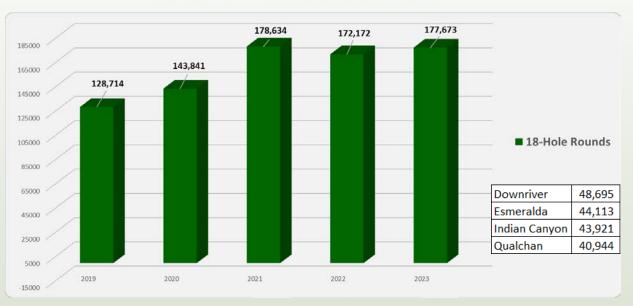
Golf Financials

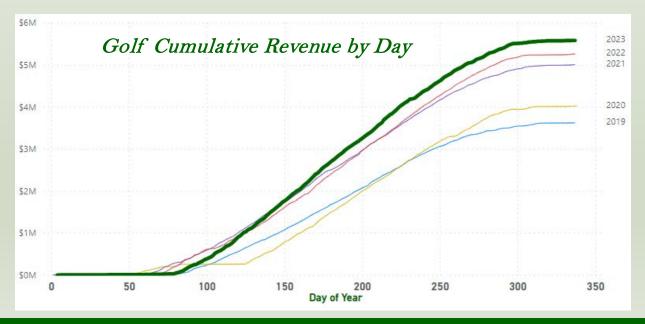


Key Concepts:

- That's a wrap on another great golf season! Looking forward to twenty twenty-fore!
- Through November, golf earned 113% of budgeted revenues and spent 98% of budgeted expenses.
- Golf has revenues exceeding expenditures by \$663,517 excluding the facility improvement fee and corresponding debt service payment (\$1.18 million including both with the second debt service payment of \$308,666 due in December).

Golf - Scorecard









Questions or Comments?



Recreation Committee Meeting Highlights

- Approval of Recreation Centers Contract consent agenda item
 - Grateful to the 10 SYSCA centers for their positive impact to our community and neighborhoods; we are privileged to continue to provide funding in support of their recreation programing.
- Winter Activity Guide is now available.
 - NEW! Google Translation feature on our online registration catalogue.
- Equity Updates
 - NEW! Youth Scholarship Program Donation feature active
 - NEW! Summer Camp & Youth NFL program payment plans







Our Youth Program Scholarships help underserved young people experience the joys of summer camps, swim lessons, sports, or art programs. If you're interested in contributing, visit SpokaneRec.org under the Youth Programs Scholarship tab, or at checkout when registering for classes.



Recreation Committee Mtg. Highlights

Corbin Art Center 125th Anniversary Year

- Age of Elegance Event
- Corbin Art Center Prints
- Festive Family Holiday Fun Event
- % of all proceeds going to support the preservation of the Corbin Art Center
- Received a donation of Art from the Washington State Governors Foundation prints from the late 1800's will be displayed in the center soon.







Recreation Program Research Conclusions on Resident / Non-Resident Fee Conversation

| Focus on | Increase | Avoid | Allow |
|--|---|--|---|
| Program expansion based on extensive waitlists | Program Participation Potential for 411 additional programs Serving up to 2,300 additional participants | Creating unintentional participation barriers | For more consistent revenue projections • Net revenue potential between \$12 - \$60k |

No January Recreation Committee Mtg.

Next Meeting – Wed. February 7th @ 5:15pm

WISHING YOU A JOYOUS HOLIDAY SEASON!







Riverfront Spokane November 9 · 🕙







City of Spokane - Municipal Government is with Spokane Pavilion and 2 others.

November 8 · Instagram · 3

More than 45,000 veterans call Spokane County home. To honor their service we are proud to illuminate the Pavilion with green lights!









Happy Veterans Day! Celebrate at Riverfront with complimentary Looff Carrousel rides available to all military members (active or retired) and their families. #VeteransDay



SAT, NOV 11

Free Carrousel Rides for Veterans

Spokane 60 people interested







Elevate your Riverfront experience with the All-Access Annual Pass, your golden ticket to enjoy unlimited attraction admission, exclusive discounts, complimentary buddy passes and more!

Youth (ages 3-12): \$78.95 Adult (ages 13+): \$90.95... See more

























