



Spokane Park Board

3:30 p.m. Thursday, September 12, 2024
In-person in Council Chambers, City Hall, and
WebEx virtual meeting

Park Board Members

- X Bob Anderson – President
- X Gerry Sperling – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- X Jennifer Ogden
- X Barb Richey
- X Hannah Kitz
- Kevin Brownlee (*absent/excused*)
- Doug Kelley (*absent/excused*)
- X Jonathan Bingle – City Council liaison
(left @ 4:15)

Parks Staff

- Jason Conley
- Berry Ellison
- Jonathan Moog
- Jennifer Papich
- Rich Lentz
- Al Vorderbrueggen
- Amber Ramirez
- Katie Kosanke
- Fianna Dickson
- Mark Poirier
- Sarah Deatrich

Guests

- Megan Kapaun - Parks
Legal Counsel

MINUTES

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

1. **Roll Call:** Bob Anderson
The meeting was called to order at 3:31 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) [August 8, 2024, regular Park Board meeting minutes](#)
 - 2) [Claims – August 2024](#)
 - 3) [MOU between Spokane Parks and Spokane Pickleball Club](#) – Jennifer Papich
 - 4) [General Industries, Inc. / Qualchan Golf Course Pumphouse Project Construction Contract \(\\$429,565.00 +10% administrative reserve & tax\)](#) – Berry Ellison
 - 5) [Subaward contract for Education and Outreach Services for Tree Planting](#) – Katie Kosanke / Amber Ramirez
 - 6) [AEG Presents – 3rd Amendment](#) – Jonathan Moog

Motion No. 1: Bob Anderson moved to approve consent agenda items #1 - #6, as presented. Jonathan Bingle seconded.
Motion passed with unanimous consent (9-0)

5. **Special guests**

A. None

6. **Financial report and budget update** – Rich Lentz presented the August financial report and budget update.

- A. Park Fund: The August year-to-date operating expenditures for the Park Fund are approximately \$355,000 less than the two-year budget average. Year-to-date revenues are about \$219,000 above the two-year budget average. Revenues are exceeding expenditures nearly \$1.05 million year-to-date.
- B. Golf Fund: The August year-to-date operating expenditures for the Golf Fund are about \$474,000 less than the two-year budget average. Year-to-date revenues are below the two-year budget average approximately \$424,000. Revenues are exceeding expenditures about \$2 million year-to-date.

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

A. Special discussion items:

- 1) **Policy Update – Alternative Use on Park Land** – Greta Gilman / Hannah Kitz

This policy is a new process being put in place to address requests for alternative use on park land, which is use of park property not for park purposes. The policy will assist Park staff, Park Board, and applicants to understand what is necessary to benefit everyone involved and help protect park land. Easements and ground leases are examples of alternative use on park land.

The process will allow time for application review and determination of whether it will be presented to the Park Board Land Committee for approval, dependent upon whether the request would present a benefit to Parks. If an application is approved at Land Committee, it would proceed for presentation at the full Park Board meeting.

The draft policy is currently under review by City Attorney.

B. Special action items: None

6. **Committee reports:**

Urban Forestry Tree Committee: The September 3, 2024, meeting was canceled. – Kevin Brownlee

A. Action items: None

B. The next scheduled meeting is 4:15 p.m. October 1, 2024, The Hive events room ‘C’, and virtually via WebEx.

Land Committee: The September 4, 2024, meeting was canceled. – Greta Gilman

A. Action items: None

B. The next scheduled meeting is 3:30 p.m. October 2, 2024, The Hive events room ‘A’, and virtually via WebEx.

Recreation Committee: September 4, 2024 – Sally Lodato

A. Action items: The action item was presented on the consent agenda.

The Recreation Committee approved the MOU between Spokane Parks and Spokane Pickleball Club serves to bring the Pickleball community and our park system together. The

funds the club raises will be put towards park upgrades.

Owen Esperas from Mid-City Concerns presented an update to the committee.

B. [Recreation Report](#) – Jennifer Papich

A total of 50 camps hosted 759 participants at Corbin Arts Center, Manito Park Meeting Room, and Finch Woodland Park Center, grossing nearly \$110,000; Wellness and Enrichment hosted almost 2,000 participants and netted approximately \$71,000; and 254 kids participated in summer day camps at Merkel and Finch.

Aquatics had a terrific season with nearly 9,000 more open swim visitors than in 2023. Aquatics programs saw about 900 more participants with newly added pre- and post-season swim lessons. The number of aquatic facility rentals were roughly the same as 2023.

Outdoor Recreation kept busy with 1,131 total participants this year, which brought in a gross revenue of nearly \$116,000.

Adult Athletics saw a record-setting year with 42 outdoor volleyball teams and 252 participants. Adult softball had 93 teams and added a Women's Division.

Therapeutic Recreation served 420 participants over the summer.

C. The next scheduled meeting is 2:15 p.m. October 2, 2024, The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: The September 9, 2024, meeting was canceled – Gerry Sperling

A. Action items: None

B. [Riverfront Operations Report](#) – Jon Moog

August wrapped up the concert season with three great concerts: Ween; John Fogerty/CCR; and Switchfoot/Blue October/Matt Nathanson.

Unity in the Community and Pig Out in the Park were the highlight events in August. 2024 was Unity in the Community's 30th year in the park and it continues to grow. Pig Out brought in \$130,000 in revenue over six days.

The Numerica SkyRide Audio Tour was implemented. Riders can scan the QR code to enjoy a 15-minute narration by Margot Hill of the Spokane Tribe.

Riverfront took advantage of Pig Out in the Park attendance to introduce "Skyhigh Savings". An unofficial survey of several hundred participants found that Spokane locals don't frequently ride the SkyRide because of the expense. "Skyhigh Saving" was introduced to give locals \$5 savings on up to four admissions with proof of Spokane County residency.

Other community engagement activities included Movies at the Pavilion, Storytime at the Carrousel, Family Skate Night, Riverfront Eats, Riverfront Moves, and Shakespear in the Park.

Fall Fest, sponsored by WSECU starts October 5th. The event was developed in

partnership with the Downtown Spokane Partnership and River Park Square. There will be a wildlife presentation, a pumpkin patch, and more.

Jon gave kudos to his 22 staff members. With their hard work, Riverfront hosted 400 events over the summer.

- C. The next scheduled meeting is 4:00 p.m. October 7, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx.

Golf Committee: September 10, 2024 – Nick Sumner

A. Action items:

- 1) [Ridgetop Golf / Indian Canyon Golf Course Bunker Renovation Construction Contract \\$299,618.14 \(plus 10% administrative & tax\)](#) – Berry Ellison

This contract is for the renovation of 20+ sand bunkers in Indian Canyon Golf Course with goals of keeping the look and feel of the original design by H. Chandler Egan in the 1930's; improved positive drainage; and easier maintenance. After completion of the bid process, Ridgetop Golf clearly won with a bid of \$299,618.14 + tax. This amount equates to less than \$11 per square foot of land.

Mark Poirier added that this project is a 2024 budget item and should start in mid- to late-September. The timing is convenient as it is late in the season when rounds are slowing and will also allow the new sand to naturally compact over the fall and winter.

The quote is just under Parks' original estimate.

Motion No. 2: Nick Sumner moved to accept the Ridgetop Golf / Indian Canyon Golf Course bunker renovation construction contract, in the amount of \$299,618.14 (plus 10% administrative reserve and tax)

Sally Lodato seconded.

Motion passed with unanimous consent (9-0)

There was an additional item on the Golf Committee agenda (presented on the consent agenda at this meeting) concerning a new pump and pump house at Qualchan. This contract will significantly improve the ability to provide water to the course for a long time. This is the groundwork for future irrigation improvements.

The committee discussed the City golf championship which had great turn out again this year with a full field and a waiting list.

Golf financials are doing well with rounds significantly up this year and improvement fees outpacing loan payments.

- B. The next scheduled meeting is 8:00 a.m. October 8, 2024, The Hive events room 'C', and virtually via WebEx.

Finance Committee: September 10, 2024 – Bob Anderson

A. Action items: Two of two action items were presented on the consent agenda.

Rich Lentz presented updated departmental budget models to the committee, based on available knowledge of 2025 and 2026 biennial budget allocations from City Council.

Riverfront Park and Recreation provided models that included reducing or eliminating programs, increasing activity fees, or both.

A small task force of Parks leadership has been developed to review each department's planned budget actions and their impact on the community.

Urban Forestry is working to research potential solutions that combine the permitting process with other City departments.

Parks capital budget has allocated funds for Meadowglen and Coeur d'Alene Parks. As matching grants will be included in the biennial budget, it is a priority to increase allocation to Parks capital budget.

Parks plans to complete the 2025/2026 budget to be presented at the October 10th Park Board meeting for approval and distribution to City Council. Park Board will be able to review and revise the 2026 budget during the middle of the biennial cycle.

B. The next scheduled meeting is 3:00 p.m. October 8, 2024, The Hive events room 'B', and virtually via WebEx.

Development & Volunteer Committee: September 11, 2024 – Jennifer Ogden

A. Action items: None

Fianna Dickson presented an alternative to Basecamp which was used as an information-sharing platform for committee members. The new communication platform will be via Facebook private group.

Friends of Manito:

- Held their semi-annual plant sales
- Are engaging in strategic planning for developing their board and defining goals
- Considering future fundraisers with Holiday Lights fundraising underway
- Children's lecture series was very successful and adult lecture series is beginning soon.
- Ken Spiering bike rack has been installed.

Friends of Coeur d'Alene Park:

- A successful concert series netted \$3,500 for their Innovia endowment fund.
- Noticing an increase in security issues because citations for illegal activity downtown are causing people to move elsewhere
- Spokane Farmer's Market is continuing almost until Thanksgiving. It is held Wednesdays and Saturdays from 8:00 a.m. to 1:00 p.m.

Logan Neighborhood/District 1:

- Also facing challenges with homeless activity which has resulted in fences and restriction from access to green spaces
- Logan Neighborhood block party is at Mission Park from 4:00 p.m. to 7:00 p.m. on September 13th. Food and entertainment will be provided.

Friends of the Bluff:

- Rocket Market fundraising party netted about \$2,200
- Hoping to proceed with the Rocket Gulch stair project. They are looking forward to hearing from the City and others about bids and are enthusiastic about providing

support to the effort.

B. The next scheduled Development & Volunteer Committee meeting is 12:00 p.m. November 13, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx.

9. **Reports**

A. President: Bob Anderson

Parks' Fall retreat will be on October 18th. The Pavilion is reserved; however, alternate sites are being explored.

B. Liaisons

1) Conservation Futures – Nick Sumner – No update

2) Parks Foundation – Barb Richey

- Through community grants and Make-A-Splash, the Spokane Parks Foundation was able to contribute nearly \$35,000 to various Parks and Community Centers causes.
- The Foundation contributed an additional \$19,000 to various programs which took place in City parks.
- Yvonne Trudeau, Spokane Parks Foundation executive director, provided pizza at the Parks employee picnic in thanks and appreciation for their partnership with Spokane Parks.

3) City Council – Jonathan Bingle

- The \$25 million budget shortfall has decrease to about \$10.9 million.
- Since the Grants Pass decision, Proposition 1 can be enforced regardless of shelter space.

C. Director (Interim): Jason Conley

Park Planning

- Construction is in progress at Highbridge dog park and Underhill sport court.
- Parks is excited to have received grants for Meadowglen Park and Coeur d'Alene Park through the Recreation Conservation Office. These grants require matches and Parks Division is exploring funding options.
- Planning and outreach are underway for the outdoor learning center at People's Park. Garrett expanded that Spokane Public Schools was able to build a curriculum and there are currently 18 students of various ages attending full-time. He thanked Al Vorderbrueggen, Carl Strong, and the team at Park Ops for their hard work in taking on the incredibly large role they play in the process.

Recreation

- The Fall activity guide is out and can be found at various grocery stores, community centers and libraries around Spokane.

Urban Forestry

- The "What Should We Do with the Willow Tree" survey has received over 1,000 responses. Give your feedback [HERE](#).

Park Management Team

- The management team is taking part in an optional 21-day equity challenge. This opportunity will be available to the entire Parks team soon.

Garrett Jones added that there have been weekly discussions with potential partners regarding the levy, and more information will be shared at the retreat in October.

10. **Executive session**

A. None

11. **Correspondence:**

A. **Letters/email:**

1) Aaron Nolting - Easement

12. **Adjournment:** The meeting was adjourned at 4:34 p.m.

13. **Meeting dates**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. October 1, 2024, The Hive events room 'C', and virtually via WebEx.

Land Committee: 3:30 p.m. October 2, 2024, The Hive events room 'A', and virtually via WebEx.

Recreation Committee: 2:15 p.m. October 2, 2024, The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. October 7, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx

Golf Committee: 8:00 a.m. October 8, 2024, The Hive events room 'C', and virtually via WebEx.

Finance Committee: 3:00 p.m. October 8, 2024, The Hive events room 'B', and virtually via WebEx.

Development & Volunteer Committee: 12:00 p.m. November 13, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx.

B. Park Board: 3:30 p.m. October 10, 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
AUGUST 2024 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - SEPTEMBER 12, 2024**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,429,107.85
MAINTENANCE & OPERATIONS	\$	472,054.76
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	87,197.11

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY		
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GOLF:

SALARIES & WAGES	\$	219,365.15
MAINTENANCE & OPERATIONS	\$	572,230.50
CAPITAL OUTLAY	\$	40,431.33
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	<u><u>2,820,386.70</u></u>

Spokane Park Board

Briefing Paper



Committee	Recreation Committee	Committee meeting date: Sept. 4, 2024	
Requester	Jennifer Papich	Phone number: 509-363-5420	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B Obj. 1(Improvement)	Master Plan Priority Tier:	Tier 1 (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Memorandum of Understanding between Spokane Parks and Recreation and Spokane Pickleball Club		
Begin/end dates	Begins: 09/18/2024	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
Background/history: The purpose of this MOU is to establish and define the working relationship between the Spokane Pickleball Club (SPC) and the City of Spokane; Parks and Recreation Division (PARKS), for growing and supporting pickleball throughout the city park system. SPC and PARKS will collaborate on programming, events, and initiatives aimed at fostering interest and participation in pickleball. Spokane Pickleball Club will act as a liaison between the pickleball community. Spokane Pickleball Club was incorporated to promote the sport through education, accessibility, special events, tournaments, and fundraising contributions for improvements and expansions in Spokane.			
Motion wording: Accept the zero dollar Memorandum of Understanding between Spokane Parks and Recreation and Spokane Pickleball Club			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Pickleball Club Name: Michael Johansen Email address: michaelallenjohansen@gmail.com Phone: 650-759-2646			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$0 Budget code: n/a			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION

MEMORANDUM OF UNDERSTANDING

Title: SPOKANE PICKLEBALL CLUB

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, as "PARKS", and the **SPOKANE PICKLEBALL CLUB (SPC)**, a 501(c)(3) corporation organized under the laws of the State of Washington, whose address is 304 W Pacific Ave STE 210, Spokane, WA 99201.

WHEREAS, PARKS owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services under the auspices of the Spokane Park Board and pursuant to Article V of the Spokane City Charter, and

WHEREAS, the purpose of this MOU is to establish and define the working relationship between the Spokane Pickleball Club (SPC) and the City of Spokane; Parks and Recreation Division (PARKS), for growing and supporting pickleball throughout the city park system.

WHEREAS, The Spokane Pickleball Club is a 501(c)(3) non-profit, grassroots organization dedicated to promoting the sport of pickleball; and

WHEREAS, PARKS currently provides a lower-than-average level of service for pickleball and the PARKS adopted 2022 park and natural lands master plan Goal B Objective 1 specifically recommends adding pickleball courts throughout the City of Spokane, including a regional pickleball complex; and

WHEREAS, PARKS is the owner of all public park facilities in the City of Spokane, portions of which are developed as recreational sport court facilities, which may be dedicated to specific activities (tennis, pickleball, etc.) or which may contain shared uses atop the same court surface; and

WHEREAS, the purpose of SPC is to unite pickleball players in the Spokane community, grow the number of players and play facilities, and provide enhanced community access to pickleball opportunities for all; and

WHEREAS, SPC and PARKS will collaborate on programming, events, and initiatives aimed at fostering interest and participation in pickleball; and

WHEREAS, Spokane Pickleball Club was incorporated to promote the sport through education, accessibility, special events, tournaments, and fundraising contributions for improvements and expansions in Spokane; and

WHEREAS Spokane Pickleball Club will act as a liaison between the pickleball community and [City] Parks and Recreation Department; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, City of Spokane Parks and Recreation and Spokane Pickleball Club agree as follows:

The parties agree as follows:

1. PREMISES.

All PARKS owned public sport courts within the City of Spokane, which currently includes court complexes within 17 parks.

2. USE OF THE PREMISES.

- A. Subject to paragraph 2.B. below, the Premises may be used by the Spokane Pickleball for pickleball play only and for no other purpose, without prior written approval from PARKS.
- B. Public use shall be maintained and SPC shall not have exclusive rights to use the premises unless a Tournament Special Event permit has been obtained from City, subject to rules/conditions of the permit issued and fees established therein.
- C. SPC may have regular court reservations for lessons/clinics and/or organized play, while also leaving courts open to public play. These reservations will be free of charge and scheduled through PARKS field allocations.
- D. The SPC agrees to comply with all laws of the United States and the State of Washington, and all ordinances of the City of Spokane, Washington, and the rules and regulations of the City of Spokane Parks and Recreation Department for the use and management of the Premises. It is Spokane Pickleball Club's responsibility to familiarize itself with these regulations.
- E. The Spokane Pickleball Club shall not charge fees for entry to the Premises or use of the sports courts unless authorized through a City Special Event permit or in partnership with the Spokane Parks and Recreation Department.
- F. All revenues received by Spokane Pickleball Club derived from entry fees and user donations shall be dedicated to improvement of PARKS sport courts as outlined in section 4.

3. TERM.

This MOU will run for two (2) years, at which time its content will be reviewed. If there are no changes to the MOU after such review, the MOU shall be deemed to be extended for an additional three (3) years, subject to the mutual written agreement of the parties.

4. FEES.

PARKS shall not charge the SPC any fees for use of the Premises. In lieu of fees paid by SPC for use of PARKS facilities, the consideration received by PARKS shall be the striping, improvements and overall stewardship of the citywide SRPD sport courts as outlined in sections 10 & 11. Revenues received by SPC shall be held in a dedicated account as outlined in section 6B and reported to PARKS in section 9.

5. TAXES.

- A. Leasehold Excise Tax. Since it holds no lease on the Park property in question, the Spokane Pickleball Club does not owe any Leasehold Excise Tax. To the extent it is determined that Leasehold Excise Tax applies to this arrangement, SPC shall be responsible to pay the taxes.
- B. Other Taxes. In addition, the SPC agrees to pay all other taxes imposed in connection with its holding or exercise of privileges under this MOU.

6. SPONSORSHIP AND CONCESSION RIGHTS.

- A. The SPC is granted limited facility sponsorship rights as authorized by the Director of Parks and Recreation (“Director”). The SPC is authorized to secure event sponsorships through the Special Event process in accordance with Parks and Recreation policy.
- B. SPC funds may be deposited into a gift trust account as outlined in section 9.
- C. The sale of all other food, beverages, and merchandise is to be done in coordination with PARKS and its assigns unless otherwise authorized by the Director.

7. PARK RESPONSIBILITIES.

- A. PARKS will provide access to facilities, maintain courts, and support SPC with promotional efforts.
- B. If the SPC needs road access, or vehicular access across park landscape area for a particular project, access may be granted by Parks with approval and at least with one week’s advance notice of the workday.

8. SPOKANE PICKLEBALL CLUB RESPONSIBILITIES.

- A. The Spokane Pickleball Club would like to volunteer its services for the benefit of Spokane Parks and Recreation to further the growth and outreach of pickleball by utilizing membership dues, tournament fees and fundraising dollars to fund court supplies and improvements such as pickleball nets, court resurfacing & striping projects, court upgrades and new court construction.
- B. SPC has inspected the Premises and accepts the Premises AS IS and, except as otherwise specifically provided in this MOU, no improvements by PARKS are necessary.
- C. SPC agrees to utilize the sport courts consistent with their mission to promote the sport of pickleball through community outreach, education, clinics, and amateur pickleball competitions.
- D. SPC will coordinate and submit special event applications and reservation agreements to PARKS and include any applicable extra fees.
- E. SPC will provide liability insurance coverage for all SPC-sponsored activities.
- F. SPC agrees to evaluate appropriate existing sport courts to determine suitability for the addition of pickleball courts.
- G. SPC agrees to focus initial court improvement efforts on the expansion and improvement of pickleball courts at Comstock Park and Mission Park. Improvements at these locations are anticipated to include more frequent court cleaning, court acrylic resurfacing, the addition of more courts by painting / re-striping, lighting enhancements, and court programming.
- H. SPC agrees to focus medium to long term fundraising efforts toward the goal of developing a future dedicated regional pickleball facility at Franklin Park. At full build-out it is anticipated that this complex would include up to 20 dedicated pickleball courts, lighting, an open-air cover / roof, spectator seating, ADA access pathways and associated appurtenances. Franklin Park was mutually determined between PARKS & SPC to be the most suitable location for a regional sport court complex due its central location within Spokane, its proximity to the city's primary north/south arterial road, and the park's classification as a 'special use facility – sports complex facility.

9. FINANCING.

- A. SPC shall use reasonable efforts to raise the necessary construction, maintenance or supply costs for City pre-approved sport court projects.

- B. SPC will support and ensure that its fundraising activities are consistent with PARKS' vision, mission and goals, and its work will be compatible with these interests and goals, and it will support PARKS' master plan(s).
- C. SPC has the ability to secure and direct privately raised funds to PARKS for the benefit of PARKS' programs. SPC may direct funds to PARKS to support capital projects, programs, activities and needs of Spokane Pickleball.
- D. All SPC revenues generated from fundraising activity, donations, tournament entry fees shall be deposited into the dedicated Non-Profit SPC account. SPC shall provide PARKS an annual financial report as outlined in section 16.
- E. PARKS will seek grants and local contributions to match SPC club contributions and other donated or private funds. PARKS is not obligated to proceed with the project if sufficient alternate funding is not received.

10. SPOKANE PICKLEBALL CLUB FUNDED PROJECTS.

- A. SPC will coordinate with PARKS staff on all proposals, projects, and plans funded by its privately raised funds. SPC acknowledges and agrees that Park Board approval shall be secured in advance of all such capital projects.
- B. Capital project proposals shall include comprehensive information pertaining to construction, maintenance, and operation requirements; restrictions; and warranties.
- C. SPC will not make any changes to permanent structures or add any permanent structures to facilities without PARKS approval.
- D. Proposed renovation, enhancement, and new development projects shall be considered on a 'case-by-case' basis.
- E. The parties agree to work together to create project design plans.
- F. Every effort will be made to create a design acceptable to the Parties. However, in the event the Parties cannot agree on the design, PARKS will make the final decision on the design.
- G. SPC shall submit all requests for permission to modify park grounds and/or facilities to PARKS prior to commencement of any such improvement. Requests must include a "Letter of Intent", accompanied by design plans (construction drawings and specifications) detailing the proposed modification.

- H. PARKS shall designate a qualified person to review proposed court improvement plans and specifications for conformance to PARKS development standards and provide input regarding the proposal. The qualified individual may request changes to the proposal and shall recommend the improvements for approval or disapproval by the Recreation Director within 14 days of receipt.
- I. Upon approval of improvement plans, work may commence at a time mutually agreed upon between SPC & PARKS.
- J. Upon PARKS's disapproval of improvements plans, PARKS shall provide recommendations to SPC for revision of plans. Upon plan revision to incorporate comments, SPC may resubmit proposal for PARKS review for approval.
- K. After PARKS approval of design plans and upon commencement of approved improvements, PARKS shall designate a qualified person to inspect and confirm authorized improvements are constructed in accordance with agreed upon improvement plans, governmental approvals, permits and applicable laws.

11. SPOKANE PICKLEBALL CLUB AND SPOKANE PARKS AND RECREATION JOINT FUNDED PROJECTS.

- A. Planning, preliminary design, detailed design and construction documentation for joint funded projects may be conducted either by SPC, PARKS, or their agents, so long as the designs are reviewed and approved by PARKS as outlined in section 10.
- B. Upon approval of final design and upon confirmation of full funding for the project PARKS will manage project procurement, bidding, and construction in a manner compliant with municipal public works construction.
- C. All applicable city procedures and policies will be followed including requirement for the contractor to pay prevailing wage and be listed on the MRSC roster and provide PARKS proper insurance, business license information and any other requirements.
- D. A construction contract will be awarded for the project to the lowest responsive bidder, provided that funding available is sufficient for the project.

12. OWNERSHIP OF IMPROVEMENTS.

Following completion of any court improvements, the court improvements and any associated appurtenances shall become the property of PARKS.

13. PICKLEBALL COURT LINE AND SURFACE COLORS.

- A. To help maintain consistency across the PARKS sport courts, pickleball court and line colors shall be painted using consistent color(s), regardless of whether PARKS, SPC, or their agents is conducted the striping work, as outlined below:
- B. Shared Use Racquet Courts (Tennis & Pickleball): Where tennis and pickleball are played on the same court surface,
- Tennis court lines: 'Textured White'
 - Pickleball court lines: 'Yellow'
 - Tennis court field / in-bounds area: 'Medium Green' or 'Dark Blue'
 - Out of Bounds Area: 'Red'
- C. Shared Use Racquet Courts (Pickleball & Basketball / other):
- D. Dedicated Pickleball Courts: Pickleball lines on dedicated pickleball courts:
- Pickleball court lines: 'Textured White'
 - In-Bounds area (except kitchen): 'Dark Blue' / 'Dark Green'
 - Non-Volley Zone (kitchen): 'Light Blue' / 'Gray' / 'Light Green'
 - Out of Bounds Area: 'Light Green' / 'Red'
- E. When constructing or resurfacing dedicated pickleball courts, the non-volley zone (kitchen) shall be painted a lighter "tone-on-tone" color than the adjacent playable in-bounds area, and the out-of-bounds area shall be painted a contrasting color to the in-bounds court area.

14. ADVERTISING.

SPC shall submit copies of any material and/or flyers created to advertise the facility to PARKS for approval prior to distribution. SPC agrees that any printed material and social media used by the Spokane Pickleball Club when referring to a City facility shall include the words "City of Spokane Parks and Recreation" and be pre-approved by PARKS prior to posting.

15. EVALUATING AND REPORTING.

- A. SPC will provide an annual report to the Spokane Park Board on programming, collaboration, outreach, fundraising and projects completed or in progress.
- B. SPC shall provide an annual financial statement to PARKS detailing all annual revenues, expenses, and account balances. SPC shall itemize funds which are dedicated to specific projects, maintenance, or programs.
- C. It is further agreed by the PARTIES that lines of communication shall be kept open between parties to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

16. LIABILITY.

- A. In the performance of this MOU, SPC is an independent contractor and not an employee or agent of PARKS.
- B. SPC shall defend, indemnify and hold harmless PARKS and its officers and employees from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising directly or indirectly from SPC's use of the Premise and/or its exercise of the rights and privileges granted in this MOU or SPC's breach of any of its obligations under this MOU, provided that nothing herein shall require SPC to indemnify PARKS against and hold harmless PARKS from claims, demands or suits based solely upon the conduct of PARKS or the conduct of its agents, officers and employees, representatives, or contractors; and provided further that if the claims, demands or suits are caused by or result from the concurrent negligence of (a) SPC or its officers, employees, agents, representatives, contractors, or volunteers and (b) PARKS or its agents, officers, employees, representatives or contractors, this indemnity provision with respect to (1) claims, demands, or suits based upon such negligence (2) the costs to PARKS of defending such claims, demands, or suits shall be valid and enforceable only to the proportionate extent of SPC's negligence or the negligence of SPC's officers, employees, agents, representatives, contractors, or volunteers.
- C. SPC shall not allow liens of any kind to be placed against the Premises for any unpaid materials or laborer, and shall defend, indemnify and hold harmless PARKS if liens arise as a result of contracts for services or materials entered into by SPC.

17. INSURANCE.

During the term of the contract, SPC shall maintain in force at its own expense, the following insurance:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance. **The Contractor states they have no employees and; therefore, are not required to have proof of Workers' Compensation coverage. Contractor will provide proof of Workers' Compensation coverage if their status changes.**
- 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 premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this

contract. It shall provide that the City of Spokane, their officers, employees and agents are additional insurers but only with respect to SPC's services to be provided under the Memorandum; and

- C. Property insurance if materials and supplies are furnished by SPC. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Property Hazard or XCU (Explosion, Collapse, Underground) insurance should be provided if any hazard exists.

[] Property Insurance requirements have been reviewed by the City of Spokane Risk Manager and have been waived by the City. *Risk Manager must initial.*

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 SPC or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, SPC shall furnish acceptable insurance certificates to the City at the time SPC returns the signed Memorandum. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City's acceptance. If requested, complete copies of insurance policies shall be provided to the City. SPC shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self- insurance.

18. ASSIGNMENTS.

This MOU is binding on the parties and their 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.

19. ENTIRE AGREEMENT.

Except as expressly stated herein, this MOU is the Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the matter of this MOU will bind the signatories to this MOU unless agreed to by both Parties in writing.

20. WAIVER OF PROVISIONS.

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

21. DISPUTES.

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

22. 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 MOU shall have or acquire any interest in it, 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 MOU.

23. NONDISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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 SPC 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 SPC.

24. MODIFICATION.

Should either party wish to modify this MOU, either during the current year or any subsequent extensions, the party desiring the modification shall submit the proposed changes for review by the other party. Only written approval of such proposed changes shall alter or modify this MOU. The party reviewing the requested changes shall either approve or reject the changes within ten (10) days. Either party may, at any time, call the other party to discuss alteration and/or review this MOU.

25. TERMINATION.

This MOU may be terminated without cause by either party with thirty (30) days' notice of said termination. This MOU may be terminated for cause with ten (10) days' notice. The party being terminated shall have ten (10) days to appeal or request reconsideration of the termination by the terminating party. Should the terminating party's decision remain unchanged, either by affirmative response or no response, the termination shall be final.

26. SEVERABILITY.

In the event any portion of this MOU should become invalid, the rest of the MOU shall remain in full force and effect.

27. DISPUTE RESOLUTION.

All claims and disputes arising under or relating to this MOU are to be settled by binding arbitration in the state of Washington.

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

SPOKANE PICKLEBALL CLUB (SPC)

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate Regarding Debarment

**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)

CERTIFICATE OF INSURANCE

ISSUE DATE

4/25/2024

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 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 Matthew Graupner 5813 E 4TH AVE STE 102 SPOKANE VALLEY , WA 99212	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Nautilus Insurance Company
	INSURER B:	N/A
	INSURER C:	N/A
	INSURER D:	N/A

INSURED Spokane Pickleball Club 304 W. Pacific Ave, Ste 210 Spokane, WA 99201	INSURER E:	N/A
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COVERAGES

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	General Liability	NN1687335	5/4/2024	5/4/2025	General Aggregate	\$2,000,000
					Products-Com/Op Agg.	Included
					Personal & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Damage Prem Rented To You	\$100,000
					Med Expense (Any one person)	\$5,000
B	Personal Liability				Combined Single Limit	
					Medical Payments To Others	
C	Excess Liability				Each Occurrence	
					Aggregate	
D						
E	Property				Building	
					Contents	
					LossOfUse	

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Description of Operations / Specialty Items

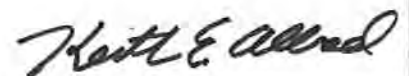
Racquet Sports & Handball Facilities commercially operated

Certificate Holder

City Of Spokane
 808 W Spokane Falls Blvd.
 Spokane, WA 99201

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 Signature



Spokane Park Board

Briefing Paper



Committee	Golf Committee		Committee meeting date: Sept 10, 2024
Requester	Berry Ellison / Mark Poirier		Phone number: 509.625.6276
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	General Industries, Inc. / Qualchan Golf Course Pumphouse Project Construction Contract (\$429,565.00 +10% administrative reserve & tax)		
Begin/end dates	Begins: 09/12/2024	Ends: 06/30/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Construction contract with the low responsive bidder, General Industries, Inc., for the removal & replacement of the existing Qualchan Golf Course Irrigation Pump Station building and installation of associated pump station equipment and appurtenances.</p> <p>This contract will include the base bid + a 10% administrative reserve. Pump station replacement is expected to be substantially completed in 2023, with final completion anticipated in April of 2025. This project is funded by the City of Spokane Water Department (Utilities Division)</p>			
Motion wording:			
Motion to approve General Industries, Inc. Qualchan Golf Course Pumphouse Project construction contract in the amount of \$429,565.00 + 10% administrative reserve & tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: General Industries, Inc.			
Name: Paul Velardi		Email address: paul@generalindustriesinc.com	Phone: 509.928.4268
Distribution:			
Parks – Accounting		Mark Poirier	
Parks – Sarah Deatrich		Jason Conley	
Requester: Berry Ellison		Nick Hamad	
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$429,565.00 plus 10% reserve & tax		Budget code: 4250-42300-94340-56501-11121	
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 600-622-321 Business license expiration date: 7/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



City of Spokane
PUBLIC WORKS AGREEMENT
Title: QUALCHAN GOLF COURSE
PUMPHOUSE PROJECT

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **GENERAL INDUSTRIES, INC.**, whose address is 814 South Dishman Road, Spokane Valley, Washington 99206, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **QUALCHAN GOLF COURSE PUMPHOUSE PROJECT.**

2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form attached as Exhibit B, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid No. 6211-24 shall be used to determine prevailing contract document. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall begin on September 23, 2024, and shall run through May 31, 2025. Project time of completion and working days in accordance with contract documents.

4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.

5. **TERMINATION.** Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. **COMPENSATION.** Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **FOUR HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$429,565.00)**, excluding applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

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

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

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

10. **INSURANCE.** During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

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 Contractor's services to be provided under this Contract;

- i. Acceptable **supplementary Umbrella coverage** in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and

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; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant'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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
17. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,

1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

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

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

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

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

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

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

GENERAL INDUSTRIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Exhibit A - Certification Regarding Debarment
- Exhibit B - Contractor's Bid Response

24-181

PAYMENT BOND

We, **GENERAL INDUSTRIES, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **T FOUR HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$429,565.00)**, plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **QUALCHAN GOLF COURSE PUMPHOUSE PROJECT**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

GENERAL INDUSTRIES, INC.,
AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **GENERAL INDUSTRIES, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$429,565.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **QUALCHAN GOLF COURSE PUMPHOUSE PROJECT**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

GENERAL INDUSTRIES, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

**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.

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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<p align="center">General Industries Inc.</p> <p>Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p align="center">Project #6211-24 Qualchan Golf Course Pumphouse Project</p> <p>Program Title (Type or Print)</p>
<p align="center">Paul J. Velardi</p> <p>Name of Certifying Official (Type or Print)</p> <p align="center">President</p> <p>Title of Certifying Official (Type or Print)</p>	<p align="center"><i>Paul J. Velardi</i></p> <p>Signature</p> <p align="center">September 17, 2024</p> <p>Date (Type or Print)</p>

EXHIBIT B

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

BID PROPOSAL

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

PROJECT: #6211-24 QUALCHAN GOLF COURSE PUMPHOUSE PROJECT

BIDDER'S DECLARATION.

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

BID OFFER.

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

BASE BID: \$ 423,030.00
(do not include Washington State Sales Tax)

BID for Pump Station Placement, Assembly, & Install. \$ 6,535.00
(do not include Washington State Sales Tax)

BID ALTERNATES

(1) Omit Basalt Veneer, Add Composite Veneer \$ -6,500.00
(do not include Washington State Sales Tax)

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

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

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 204 calendar days or no later than April 14, 2025.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time

limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of **SEVEN THOUSAND-FIVE HUNDRED DOLLARS (\$7,500.00) PER CALENDAR DAY** until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. GENERII147MT
(must be in effect at time of bid submittal)

U.B.I. Number 600-622-321

Washington Employment Security Department Number 60649800-7

Washington Excise Tax Registration Number A15842024

City of Spokane Business License Number T12022120
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

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

NON-COLLUSION.

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

Name of Bidder: General Industries Inc.


Signature of Bidder's Authorized Representative

President
Title

814 S. Dishman Road Spokane Valley, WA 99206
Address

509-928-4268
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

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

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

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

Signed and Sworn To (or Affirmed) Before Me On Daniel Velardi 09/09/2024
Daniel Velardi date

(Seal Or Stamp)

Paul J. Velardi
Signature of Notary Public

My appointment expires 08-19-2027



CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION

QUALCHAN GOLF COURSE
QUALCHAN PUMP HOUSE
Invitation to Bid #: 6211-24
8.06.24 - BID SET

DESCRIPTION OF WORK

3. SCOPE OF WORK.
Base Bid:

The project scope consists of establishing a construction boundary, tree protection, construction access and site protection, and erosion & sedimentary control;

Selective demolition of the existing pumphouse including but not limited to roof, walls, foundation, concrete slab, electrical, and interior items except existing irrigation pump (salvaged to owner) and electrical panel (to remain on-site and energized for downstream operation during construction), existing metal wet well and equalization pipe; remove and dispose of site items including but not limited to metal equalization pipe and metal screen (requires work within pond boundary and existing pond liner), iron and composite irrigation mainline (above and below surface) to location shown on plan, turf, and landscape.

Procure and install materials and appurtenances for pump house including but not limited to excavation, concrete wet well, backfill, subbase preparation, foundation, slab on grade, walls, doors and windows, roof, mechanical, electrical, and plumbing; site improvements including but not limited to HDPE equalization pipe (see scope below), HDPE filter discharge/flush pipe, pond liner repair (due to construction activity), energy dissipation rock feature (at downstream-end of filter discharge pipe), HDPE irrigation mainline & amp; connection to existing mainline; site restoration (due to construction activity including but not limited to irrigation, landscape, and pond.

Provide allowance of \$15,000 on T&M basis for Pump Station Installation Support including but not limited to labor, equipment, and coordination with pump manufacturer's representative for receiving and installation of new prefabricated irrigation pump system including unloading from flatbed delivery truck at designated area shown on plan (S 195 Hwy Right of Way), transport and placement at new wet well (within footprint of new pumphouse), assembly of vertical turbine pump & motor, primary electrical hookup for 480/277 WYE configured 3-phase power, and communications, incidentals, and connection to new irrigation mainline and control wire.

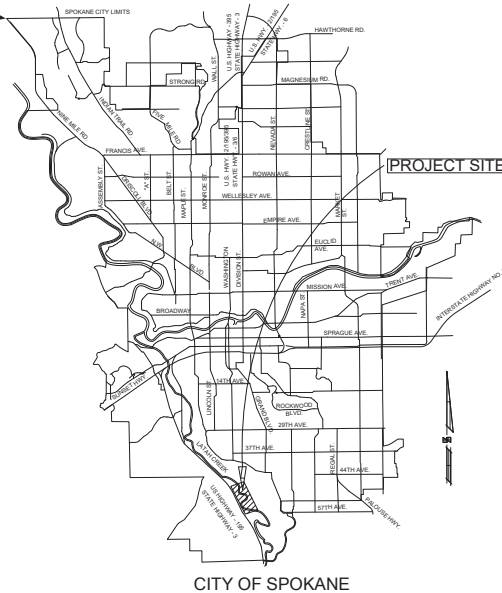
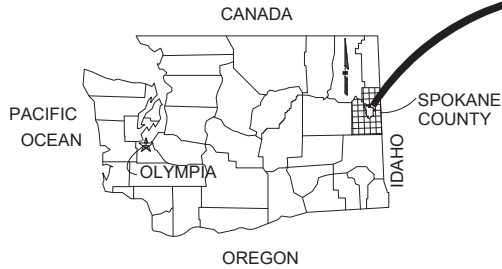
Pump Manufacturer's representative will be on-site during delivery, installation, and commissioning of irrigation pump system. Notify Pump Manufacturer's representative two (2) weeks prior to desired commissioning date.

Bid Alternates:

Alternate 1:
Omit basalt veneer. Add Composite veneer per plan.

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO BID SUBMISSION. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND PROJECT INTENT / CONTRACT DOCUMENTS AFFECTING THE COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. COST OF LOCATES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS WHERE APPLICABLE.
4. CONTRACTOR IS RESPONSIBLE FOR TEMPORARY OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS WHERE APPLICABLE.
5. CONTRACTOR IS RESPONSIBLE FOR INCIDENTAL TRAFFIC CONTROL MEASURES AS REQUIRED IN ACCORDANCE WITH THE MANUAL ON TRAFFIC CONTROL DEVICES (MUTCD) AND WASHINGTON STATE MODIFICATIONS TO THE MUTCD.
6. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL HARDSCAPE AND SOFTSCAPE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITY.
7. TREE PRUNING, AIR SPADING AND ROOT PRUNING SHALL BE PERFORMED BY CITY OF SPOKANE ARBORIST. CONTRACTOR SHALL COORDINATE DIRECTLY WITH CITY OF SPOKANE ARBORIST TO SCHEDULE WORK.
8. OWNER WILL FURNISH COMPACTION & MATERIAL TESTING. IF CONTRACTOR FAILS TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TESTING UNTIL COMPACTION AND MATERIALS MEET SPECIFICATION.



WORK LOCATION		
SITE	WORK LOCATION	TYPE OF IMPROVEMENT
1.0	QUALCHAN GOLF COURSE	GENERAL BUILDING PERMIT

MAYOR

LISA BROWN

COUNCIL MEMBERS

BETSY WILKERSON, CITY COUNCIL PRESIDENT
JONATHAN BINGLE
MICHAEL CATHCART
PAUL DILLON
LEI NAVARRETE
ZACK ZAPPONE
KITTY KLITZKE

CITY ADMINISTRATOR

GARRET JONES (ACTING)

DIRECTOR OF PARKS

JASON CONLEY (INTERIM)

PROJECT CONTACT(S)

NICK HAMAD, PLA.
SPOKANE PARKS AND RECREATION
PROJECT MANAGER, (509) 363-5452

DRAWING INDEX

- G101: COVER SHEET
- V01: TOPO SURVEY
- V01.1: TOPO SURVEY
- AS101: SITE & DEMO PLAN
- SD101: SITE & IRRIGATION DETAILS
- IR-1: PUMP STATION
- A101: FLOOR PLANS
- A401: ELEVATIONS
- A501: SECTIONS / DETAILS
- S001: GENERAL NOTES
- S002: GENERAL NOTES
- S003: SPECIAL INSPECTIONS
- S101: FOUNDATION AND ROOF FRAMING PLAN
- S201: FOUNDATION DETAILS
- S202: FOUNDATION DETAILS
- S301: ROOF FRAMING DETAILS
- M101: HVAC PLAN
- E101: ONE LINE, NOTES
- E201: ELECTRICAL PLAN



Qualchan Pumphouse Project					Monday, September 09, 2024				
PW ITB 6122-24					Responsive Bidder?				
					Yes	Yes	N/A	N/A	N/A
Reference Number	Description	Type	UOM	Quantity	General Industries	Spilker Contracting	Contractor	Contractor	Contractor
BASE BID /TAX					\$468,225.85	\$586,420.00	\$0.00	\$0.00	\$0.00
Base Bid	Project Scope as spelled out in bid	Base	ea	1	\$423,030.00	\$510,000.00	\$0.00	\$0.00	\$0.00
Pump Station Install	Project Scope as spelled out in bid	Base	ea	1	\$6,535.00	\$28,000.00			
Tax	Sales Tax 9.0%	Base	ea	1	\$38,660.85	\$48,420.00	\$0.00	\$0.00	\$0.00
Total Extended					\$468,225.85	\$586,420.00	\$0.00	\$0.00	\$0.00
Reference Number	Description	Type	UOM	Quantity	General Industries	Contractor	Contractor	Contractor	Contractor
Deductible Alt 1 /TAX					(\$7,085.00)	(\$5,450.00)	\$0.00	\$0.00	\$0.00
Base Bid	Omit Basalt Veneer/Add Prefab Veneer	Alt	ea	1	\$ (6,500.00)	(\$5,000.00)	\$0.00	\$0.00	\$0.00
Tax	Sales Tax 9.0%	Alt	ea	1	(\$585.00)	(\$450.00)	\$0.00	\$0.00	\$0.00
Total Extended					(\$7,085.00)	(\$5,450.00)	\$0.00	\$0.00	\$0.00



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: GENERAL INDUSTRIES, INC.

Business name: GENERAL INDUSTRIES INC

Entity type: [Profit Corporation](#)

UBI #: 600-622-321

Business ID: 001

Location ID: 0001

Location: Active

Location address: 814 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118

Mailing address: 814 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118



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
Spokane General Business - Non-Resident	T12022120BL			Active	Jul-31-2025	Oct-15-2012
Spokane Valley General Business	00198			Active	Jul-31-2025	Jun-15-2012

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

Governing people	Title
VELARDI, DANIEL V.	
VELARDI, PAUL	

Registered Trade Names

Registered trade names	Status	First issued
GENERAL INDUSTRIES INC	Active	Dec-18-2018



The Business Lookup information is updated nightly. Search date and time: 9/9/2024
2:42:21 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

DATE (MM/DD/YYYY)

9/11/2024

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.

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.

PRODUCER: Spokane Office, Marsh McLennan Agency LLC. CONTACT NAME: Cara Longinotti. PHONE: (509) 363-4042. E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com. INSURER(S) AFFORDING COVERAGE: Cincinnati Casualty Company. NAIC #: 28665.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Installation Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Qualchan Golf Course Pumphouse Project

The City of Spokane, its officers and employees are additional insured in accordance with the terms and conditions of the policy, per attached forms.

CERTIFICATE HOLDER

CANCELLATION

Certificate holder: City of Spokane, 808 W. Spokane Falls Blvd, Spokane, WA 99201. Cancellation notice: 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: Pamela J. Crowley.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 11, 2024

WA UBI No.	600 622 321
L&I Account ID	503,421-00
Legal Business Name	GENERAL INDUSTRIES INC
Doing Business As	GENERAL INDUSTRIES INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2024 "1 to 3 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	GENERII147MT
License Expiration	12/14/2025

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

Spokane Park Board

Briefing Paper



Committee	Finance Committee	Committee meeting date: Sept, 10 2024	
Requester	Amber Ramirez	Phone number: 509-363-5499	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Obj 3	Master Plan Priority Tier:	First (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Subaward contract for Education and Outreach Services for Tree Planting		
Begin/end dates	Begins: 09/15/2024	Ends: 02/18/2029	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. These funds will be used to plant and care for trees in areas of Spokane that have the most need, to replace dead trees that have been removed, to create more equitable canopy coverage, and provide community forestry education. \$200,000 over over five years was approved by the USDA Forest Service to be subawarded to The Lands Council for education and outreach services over five years to find homes for approximately 250 trees each Spring and Fall (500+/year), handle correspondence, educate citizens regarding tree care and establishment, lead volunteer planting efforts (small scale, most planted by contractors), and monitoring those trees after planting to ensure survival.</p>			
Motion wording:			
Motion to approve subaward contract request for The Lands Council to provide outreach, and education services for tree planting efforts.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: The Lands Council			
Name: Amanda Parrish		Email address: aparrish@landscouncil.org	Phone: 509-838-4912
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Amber Ramirez			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$200,000		Expense: 1390-95855-76903-54201	
\$200,000		Revenue: 1390-95855-76903-33310	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 601-156-453 Business license expiration date: 1/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



CITY OF SPOKANE
PARKS AND RECREATION

PERSONAL SERVICES AGREEMENT

**Title: EDUCATION AND OUTREACH
SERVICES FOR TREE PLANTING**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **THE LANDS COUNCIL**, whose address is 25 West Main, Suite 222, Spokane, Washington 99201 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Education and Outreach Services for Tree Planting, in accordance with the Scope of Work which is attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.

2. TERM OF AGREEMENT.

The term of this Agreement begins on September 15, 2024, and shall run through February 18, 2029, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall be paid in accordance with the Scope of Work in Exhibit B, and not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, and applicable sales tax, on an as-needed basis, unless modified by a written amendment to this Agreement. The source of funding for this Agreement is a Grant Subaward from Federal Award Identification (FAIN): 24-DG-11062765-157 CFDA/Assistance Listing: 10.727 IRA Urban & Community Forestry. See attached.

The Company shall submit its applications 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. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine

changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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 Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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.

8. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- 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 thirty (30) 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 thirty (30) 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.

9. DEBARMENT AND SUSPENSION.

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.

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors 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 Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or

subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) 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.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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 this Agreement.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

THE LANDS COUNCIL

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certification Regarding Debarment
 - Exhibit B – Scope of Work
- 24-179

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.

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)

EXHIBIT B

Tree Equity Spokane- Grant Subaward to The Lands Council

Federal Award Identification Number (FAIN): 24-DG-11062765-157
CFDA/Assistance Listing: 10.727 IRA Urban & Community Forestry

Period of Performance: July 1, 2024 – June 30, 2029

Contract Amount: \$200,000 over 5 years

Indirect Cost Rate: \$0

Requirements Imposed by the City of Spokane: Tree Equity Spokane tasks to be performed by the Lands Council team members

Scope of Work for Education Outreach Partner:

- Community outreach to residents and/or property owners to find suitable locations for approximately 250 trees each Spring and Fall tree planting seasons, averaging 500 tree planting locations per year. Locations are to be grouped accordingly with best proximity for efficient plantings.
- Outreach to provided list (from City) of locations where poor condition trees were removed that are in need of replacement trees.
- Use the [CEJST tool](#) to ensure all planting locations identified are within the area of interest and identify backup locations to meet the planting goals.
- Ten (10) or more coordinated community outreach events per year such as neighborhood council meetings, farmers markets, and other public events to inform the community about free tree planting in the CEJST area.
- Secure written commitment of ongoing tree care from resident and/or property owner and completion of tree care tutorial training (online or in person) with resident and/or property owner about their responsibility to provide sufficient water to the trees after planting to ensure survivability.
- Coordinate tree species selection and second choice options with residents and/or property owners from a predetermined list and modify tree locations as needed to meet the needs of the site.
- Communication with abutting property owners and the City regarding any onsite planting site considerations and modifications
- Communicate with abutting property owners the approximate timeframe for planting by contractors.
- Complete a minimum of two planting projects per year, one Spring season and one Fall season, using volunteers recruited by The Lands Council with oversight from The Lands Council and with support from Spokane Urban Forestry staff at mutually agreed upon sites. Each planting project must include a minimum of 15 trees planted.
- Place tags on newly planted (volunteer planted) trees promoting the Tree Equity Spokane program. Tree tags will be provided by Spokane Urban Forestry.
- Conduct up to three summer health checkups of every tree planted over the five-year planting project over the course of the summer to remind recipients of tree watering

needs and leave tree care information as needed. Each tree will be inspected at least once per year during June and July, twice if the tree is in poor condition. If the tree's health hasn't improved after these inspections, it will receive an additional inspection in August or September. However, if a tree receives an excellent rating on its first inspection one year after planting, only one checkup is required. Special attention will be given to sites needing additional care. Timely written inspections required with reported locations experiencing water stress for City supplemental watering program.

- Print approximately 1,000 flyers, posters, handouts, tree care sheets and mail (1,000) postcards. All publications must include an acknowledgement of funding source per the guidance found here from the USDA Forest Service. The City of Spokane will provide a list of addresses for mailers with assistance from The Lands Council.
 - Link to Communication products and requirements for all publications: [Insignia Approval for Communication Products](#)
 - Subgrant recipient must use specific wording for acknowledgement of funding source: “Funding for this project provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program in partnership with Spokane Urban Forestry.”
 - All printed materials must be approved by the City of Spokane whose staff will acquire USDA approval in addition.
- The Lands Council agrees to make records and financial statements related to the subaward available to the City of Spokane for audit and/or reporting purposes by each December that includes language regarding donations, sponsors, and expenditures with the use of Tree Equity Spokane and SpoCanopy name.
- Produce and provide multimedia materials to include content such as stories, videos, photographs and testimonials that document project accomplishments (metrics and activities) of the project work supported under this agreement.

City of Spokane Responsibilities. General:

- Map vetting to recommend tree placements.
- Provide tree species options per planting.
- Conduct utility checks and mark final locations at the curb with white paint.
- Coordinate contract plantings and related payments with Commercial Licensed Tree Service arborists.
- Post-inspect all planting locations immediately after contractor plantings.
- Procurement of trees, stakes, and mulch for all plantings.
- City to provide list of locations for outreach where poor condition trees were removed as part of the Tree Equity Spokane project and need replacement trees.
- Select volunteer plantings sites for events with support from The Lands Council. City to provide arborists, stage trees and assist with onsite logistics.
- Submit reports to Department of Agriculture, United States Forest Service on all activities, high level goals, and metrics associated with this Agreement.
- Help facilitate partnership development and stakeholder outreach.

- Develop and coordinate training with the Subawardee and other project partners.
- Provide fiscal oversight for all payments to the Subawardee.
- Provide budget guidelines and required financial reporting forms.
- Conduct a timely review of Subawardee reimbursement requests and execute payments according to the agreed upon schedule.
- Conduct monitoring activities designed to prevent, detect, and enforce applicable regulations.
- Provide the Subawardee timely notification of and reasonable opportunity to address any areas of non-compliance.
- Help coordinate media and press events. All press releases and any other public documents must be approved by The City of Spokane
- Manage the use of names and logos for project publications and media releases.

Reporting and Acknowledgment:

Semi-annual progress reports for periods ending June 30 and December 31 will be submitted to the City of Spokane no later than July 15th and January 15th each year. Project updates outside of these timeframes and any additional future reporting requirements will be provided upon request.

The U.S. Forest Service and Inflation Reduction Act will be acknowledged as a funding source for work performed under this grant, including any future signage requirements. The USDA non-discrimination statement will be present on products resulting from this grant (including online content). Use of the USFS logo will be pre-approved through the USFS grant monitor.

The Forest Service grant monitor will be included when sharing communication products, making announcements, and conducting other significant outreach efforts regarding this grant.

Financial Procedures:

The Lands Council will submit an invoice for payment at a frequency of no greater than 2 months on the 10th of the month beginning on September 10th, 2024. Invoices should contain a date and number with services rendered and a thorough description of those services.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing.

All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ten (10) days prior to the end date of this Agreement. The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

Requests for amendments to the budget must be submitted in writing. GRANTEE understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The GRANTEE must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, GRANTEE understands that requesting more than two budget amendments may lead to an increased Risk Level.

Additional Terms and Conditions. Subawardee will comply with the applicable regulations and cost principles, including any subsequent amendments, contained in:

- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Non-Federal Funds Match Waiver:

A match waiver has been authorized for this grant, requiring that 100% of work takes place in or benefits disadvantaged communities. Match waiver will be passed on to any sub-awardees.

Grant Closeout:

Grant closeout is the process by which FS determines that all applicable administrative actions and all required work of the grant have been completed. The close out amount will be based on the costs recorded at that time. In the event a final audit has not been performed prior to the closeout of the grant, FS reserves the right to recover appropriate amounts after fully considering the recommendations on disallowed costs resulting from the final audit.

Grantee shall, no later than 120 calendar days after the end date of the period of performance (Grant Expiration), all financial, performance, and other reports as required by the terms and conditions of the Federal award. A subrecipient must submit to the pass-through entity, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.

Budget:

Instructions: Outline the federal grant amount based on the scope of work and methodology. A suggested table format is provided below for inserting budget information by each Object Class Category that is summarized in the SF 424A. Delete or add lines as needed to reflect work in this narrative. If any of these grant funds will be passed to a third party to complete the work, via sub-grants, provide that amount in the "Other" category.

Budget Items by SF 424A Object Class Categories	Federal \$
a. Personnel and Fringe Benefits	
Executive Staff, \$65/hr x 60 hrs/yr x 5 yrs	\$19,500
Technical Staff, \$50/hr x 380 hrs/yr x 5 yrs	\$95,000
Operation Staff, \$40/hr x 100 hrs/yr x 5 yrs	\$20,000
Field Crew Staff, \$25/hr x 300 hrs/yr x 5 yrs	\$37,500
<i>Subtotal of personnel and benefits cost</i>	<i>\$172,000</i>
b. Travel	
Travel to potential sites, outreach meetings, and post-planting checkups	\$2,000
c. Equipment* (should not apply per USDA)	
d. Supplies	
Replacement tools, printing for postcards, handouts, tree tags, etc	\$21,000
e. Construction (Not allowable expense)	
f. Other	
Volunteer swag	\$5,000
g. Total Direct Charges (sum of a-f)	\$200,000
h. Indirect Charges	\$0
i. Totals (g+ h)	\$200,000
j. Program Income** (should not apply per USDA)	

* Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment purchase is not approved for this grant funding. Equipment rental or lease may be included in the Contractual category, if approved by the USFS program monitor. Items that are less than \$5000 per unit may be included in the Supplies category.

** Program Income means gross income earned by the grantee that is directly generated by a supported activity or earned as a result of the grant during the period of performance. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under the grant, the sale of commodities or items fabricated under the grant, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the grant, program income does not include rebates, credits, discounts, and interest earned on any of them. Consult with USFS grant specialist regarding how program income needs to be handled, if applicable.

ATTACHMENT A: FOREST SERVICE AWARD AND PROVISIONS.

USE OF FOREST SERVICE INSIGNIA. In order for The City to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify The City when permission is granted.

NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.

The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding. In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

*If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."*

TRAFFICKING IN PERSONS. 1. Provisions applicable to a Recipient that is a private entity. a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not: (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procure a commercial sex act during the period of time that

the award is in effect; or Award Number: 24-DG-11062765-157 Page 16 of 24 (3) Use forced labor in the performance of the award or subawards under the award. b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity: (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either: i. Associated with performance under this award; or ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),"

ELIGIBLE WORKERS. The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Award Number: 24-DG-11062765-157 Page 19 of 24 Nationality Act (8 U.S.C. 1324(a)). The City shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to: (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG). 41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following: • Gross mismanagement of

a Federal contract or grant; • A gross waste of Federal funds; • An abuse of authority relating to a Federal contract or grant; • A substantial and specific danger to public health or safety; or • A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following: • A Member of Congress, or a representative of a committee of Congress; • The OIG; • The Government Accountability Office (GAO); • A Federal employee responsible for contract or grant oversight or management at USDA; • An otherwise authorized official at USDA or other law enforcement agency; • A court or grand jury; or • A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct. Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee Award Number: 24-DG-11062765-157 Page 24 of 24 to take remedial action, such as reinstatement or back pay. Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712. In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



< **Business Lookup**

License Information:

[New search](#) [Back to results](#)

Entity name: THE LANDS COUNCIL

Business name: THE LANDS COUNCIL

Entity type: [Nonprofit Corporation](#)

UBI #: 601-156-453

Business ID: 001

Location ID: 0001

Location: Active

Location address: 25 W MAIN AVE
STE 222
SPOKANE WA 99201-5090

Mailing address: 25 W MAIN AVE STE 222
SPOKANE WA 99201-5090



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
Spokane Nonprofit Business	T12037182BL			Active	Jan-31-2025	Oct-15-2012

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

Governing people	Title
BARTO, PHIL	
HORNER, JESSE	
WHITING, DAVID	

The Business Lookup information is updated nightly. Search date and time: 9/9/2024 3:44:36 PM



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2024

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.

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.

PRODUCER: Blasingame Insurance, 200 North Argonne, Spokane Valley, WA 99212. CONTACT NAME: Jannel E. Louie, E-MAIL ADDRESS: jannel@blasingameins.com. INSURER(S) AFFORDING COVERAGE: Ohio Cas Ins Co, NAIC #: 24074.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Spokane, its officers and employees are named Additional insureds as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Certificate holder: City of Spokane, 808 W Spokane Falls Blvd, Spokane, WA 99205. Cancellation notice: 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: Dan Wareham.

Spokane Park Board

Briefing Paper



Committee	Finance	Committee meeting date: Sept 10, 2024			
Requester	Jonathan Moog	Phone number: 509-625-6243			
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information	<input checked="" type="radio"/> Action	
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease	<input checked="" type="radio"/> Amendment/change order	<input type="radio"/> Other
City Clerks file (OPR or policy #)	OPR 2019-0560				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier		
Item title: (Use exact language noted on the agenda)	AEG Presents - 3rd Amendment				
Begin/end dates	Begins: 07/19/2019	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525		
Background/history:	Riverfront Spokane is seeking an amendment to AEG Presents NW, LLC concert booking and production services. This amendment establishes a financial concession if the target minimum number of shows is not reached by Oct 2025 and relinquishes all claims to profits from naming rights of the Spokane Pavilion.				
Motion wording:	Move to approve an amendment to the AEG Presents NW booking and concert production services agreement.				
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes <input type="radio"/> No				
If so, who/what department, agency or company: AEG Presents NW, LLC.					
Name: Rob Thomas	Email address: rthomas@aegpresents.com	Phone: 1-720-220-9296			
Distribution:	Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog, Amy Lindsey Grant Management Department/Name:				
Fiscal impact:	<input type="radio"/> Expenditure	<input checked="" type="radio"/> Revenue			
Amount: NA	Budget code: NA				
Vendor:	<input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor				
Supporting documents:					
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)				
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)				
<input checked="" type="checkbox"/> UBI: 602-638-221 Business license expiration date: 8/31/25	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

**Title: CONCERT PRODUCTION AND
BOOKING SERVICES AGREEMENT**

This Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **AEG Presents NW, LLC**, a Delaware limited liability company, whose address is 216 First Avenue South, Suite 320, Seattle, WA 98104-2534 (“AEG”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Concert Production and Booking Services Agreement (the “Agreement”), dated July 15, 2019, wherein AEG agreed to provide Concert Production and Booking Services for the City of Spokane Parks and Recreation Department on the terms and conditions set forth therein; and

WHEREAS, changes to the terms of the original contract are needed, thus, the original Agreement is formally amended by this written document, and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Agreement, dated July 15, 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 be effective as of the date this Amendment is fully executed, and shall end December 31, 2025.

3. AMENDMENT.

This original Contract is amended to include the following:

2. BOOKING PROCEDURE; CITY BLACKOUT DATES; EXCLUDED CITY EVENTS.

Booking Procedure: The parties agree to the following booking procedure for events at the Venue:

- Except for the Blackout Dates described below, AEG shall have the right to book Music Events during any date falling between **June 1** and September 30 during the Term; provided that on April 1 of each year, City shall be permitted to submit and challenge dates between **June 1** and September 30 of that same year in order to book City Events and AEG agrees to respond to any challenged dates within seventy-two (72) hours of notice. If City desires to make a booking for a date (other than the Blackout Dates) between **June 1** and September 30 prior to April 1, such booking shall require the consent of

AEG. While AEG does not have exclusive options to book during the month of May 2025, if AEG books a show in May 2025 it would still be considered a Music Event towards the targeted minimum for 2025.

3. TERM OF AGREEMENT; OPTIONS.

For every show in 2025 short of the targeted minimum over three years as specified in Contract Amendment 1 dated August 1, 2022 (i.e., “commercially reasonable efforts to book at least twenty-four (24) Music Events at the Venue and AEG’s targeted minimum number of Music Events for each year of the Option Period shall be eight (8) (inclusive of AEG co-promoted Music Events)”), the Food and Beverage Revenue Commission established in the Amendment No. 1 Section 5 would decrease for those Music Events in 2025 by 10% from the 50% (i.e., down to 40%) . For clarity, the targeted minimum for 2025 is eight (8) Music Events since there were nine Music Events in 2023 and six Music Events in 2024.

AEG May book music events in May 2025 and October 2025 with advance permission of City and, with the understanding, City may schedule events during this period without permission or restriction of AEG. AEG bookings shall only contribute to the Spokane Pavilion Concert Series and the number of music events held in May and Oct 2025 will count towards the targeted minimum number of Music Events.

6. SPONSORSHIP REVENUE; COMMISSION.

~~City and AEG are both entitled to secure sponsorships for the Music Events and/or the Venue (provided, that no such sponsorship secured by AEG shall permanently rename the Venue or permanently rename any part of the Venue (including any permanent amenity or structure at the Venue) (i.e., naming rights), subject to the prior written approval of the other Party as to both the sponsor and the terms of such sponsorship. AEG will be entitled to seventy-five percent (75%) of the Net Cash Sponsorship Fees and City will be entitled to twenty-five percent (25%) of the Net Cash Sponsorship Fees. For the purposes of this Agreement, “Net Cash Sponsorship Fees” shall mean the total amount received by either party in connection such sponsorships (the “Sponsorship Fees”) in cash (i.e., not including in-kind fees), less any costs associated with the sponsorship activation (e.g., hard/direct costs, costs of tickets given to the sponsor, costs of any buildout or signage that are borne by AEG or City, (not staff time), etc.).~~

~~City and AEG shall share in the activation duties associated with any sponsorship, which duties shall be mutually agreed upon and outlined in individual sponsorship agreements.~~

AEG relinquishes all claims to profits from the naming rights of the Spokane Pavilion. AEG retains y the sponsorship revenue split associated with the concert series by AEG for Music Events under the current Term and any future options, extensions, or terms.

Other than naming rights for the facility currently known as “Spokane Pavilion, City and AEG are both entitled to secure sponsorships for the Music Events and/or the Venue, subject to the prior written approval of the other Party as to both the sponsor and the terms of such sponsorship.

AEG will be entitled to seventy-five percent (75%) of the Net Cash Sponsorship Fees and City will be entitled to twenty-five percent (25%) of the Net Cash Sponsorship Fees. For the purposes of this Agreement, “Net Cash Sponsorship Fees” shall mean the total amount received by either party in connection such sponsorships (the “Sponsorship

Fees”) in cash (i.e., not including in-kind fees), less any costs associated with the sponsorship activation (e.g., hard/direct costs, costs of tickets given to the sponsor, costs of any buildout or signage that are borne by AEG or City, (not staff time), etc.). City and AEG shall share in the activation duties associated with any sponsorship, which duties shall be mutually agreed upon and outlined in individual sponsorship agreements.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained herein, the parties have executed this Contract Amendment by having legally binding representatives affix their signatures below.

AEG Presents NW, LLC

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

24-164c



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: AEG LIVE LLC

Business name: AEG LIVE LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-638-221

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1518 1ST AVE S
STE 300
SEATTLE WA 98134-2082

Mailing address: 1518 1ST AVE S
STE 300
SEATTLE WA 98134-2082



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
Bellingham General Business	065974			Active		Jun-21-2019
Spokane General Business - Non-Resident				Active	Aug-31-2025	Jun-21-2019

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

Governing people	Title
BECKERMAN, DANIEL	
LEIWEKE, TIMOTHY J	
MISERENDINO, THOMAS	
PHILLIPS, BRANDON K	
WEBKING, FREDERICK W	



The Business Lookup information is updated nightly. Search date and time:
9/10/2024 8:32:14 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/24

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 MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 Attn: Denver.certrequest@marsh.com	CONTACT NAME: Jason Williams PHONE (A/C, No, Ext): 720-333-8556 FAX (A/C, No):
	E-MAIL ADDRESS: Jason.A.Williams@marsh.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Starr Indemnity & Liability Company	NAIC # 38318
INSURER B:	
INSURER C:	
INSURER D:	
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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000100043241	03/01/2024	03/01/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ EXCLUDED
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 20,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000692454241	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100 0004053 (AOS)	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A				100 0004052 (FL,MA,CT,AK)	03/01/2024	03/01/2025	E.L. EACH ACCIDENT	\$ 1,000,000
A				100 0004057 (WI)	03/01/2024	03/01/2025	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				"See additional page"			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: ALL AEG PRESENTS NW, LLC (FSO SHOWBOX PRESENTS) EVENTS @ THE CITY OF SPOKANE

Date: 03/01/2024 - 03/01/2025

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE EVENT AND DATE LISTED ABOVE ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA POLICIES IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY POLICY SHALL BE PRIMARY AND NONCONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT. COVERAGE INCLUDES LOAD-IN AND LOAD-OUT.

CERTIFICATE HOLDER CITY OF SPOKANE 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201	CANCELLATION 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 of Marsh USA Inc. Jon Lindstrom
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

WORKERS COMPENSATION (CONTINUED):

INSURER: Starr Indemnity & Liability Company
 POLICY NUMBER: 100 0004054 (AZ,IA,NJ,NC,TX,VT)

INSURER: Starr Specialty Insurance Company

POLICY NUMBER: 100 0004055 (CA)
 POLICY NUMBER: 100 0004056 (NY)

EFFECTIVE DATE: 3/01/2024
 EXPIRATION DATE: 3/01/2025

PER STATUTE

LIMITS:

- E.L. EACH ACCIDENT: \$1,000,000
- E.L. DISEASE - EA EMPLOYEE: \$1,000,000
- E.L. DISEASE - POLICY LIMIT: \$1,000,000

CERTIFICATE HOLDER CONTINUED:

Return to Minutes



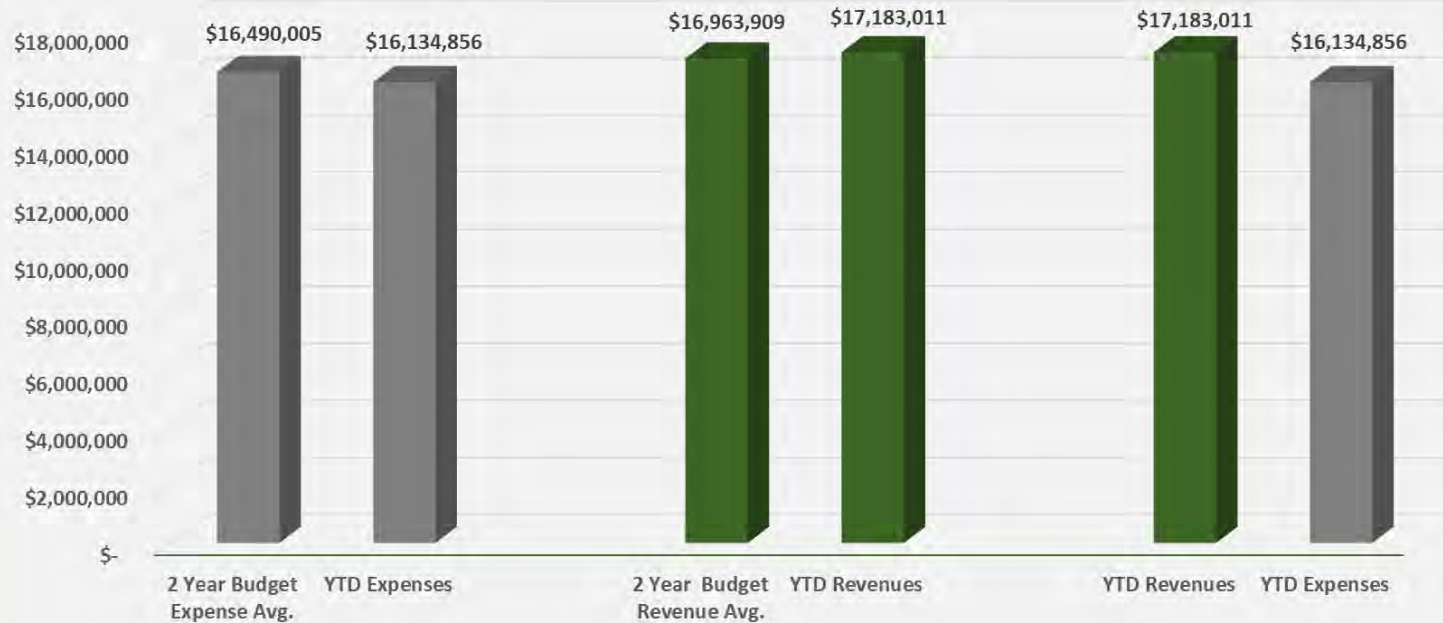
City of Spokane

**PARKS
& RECREATION**



*August '24
Financials*

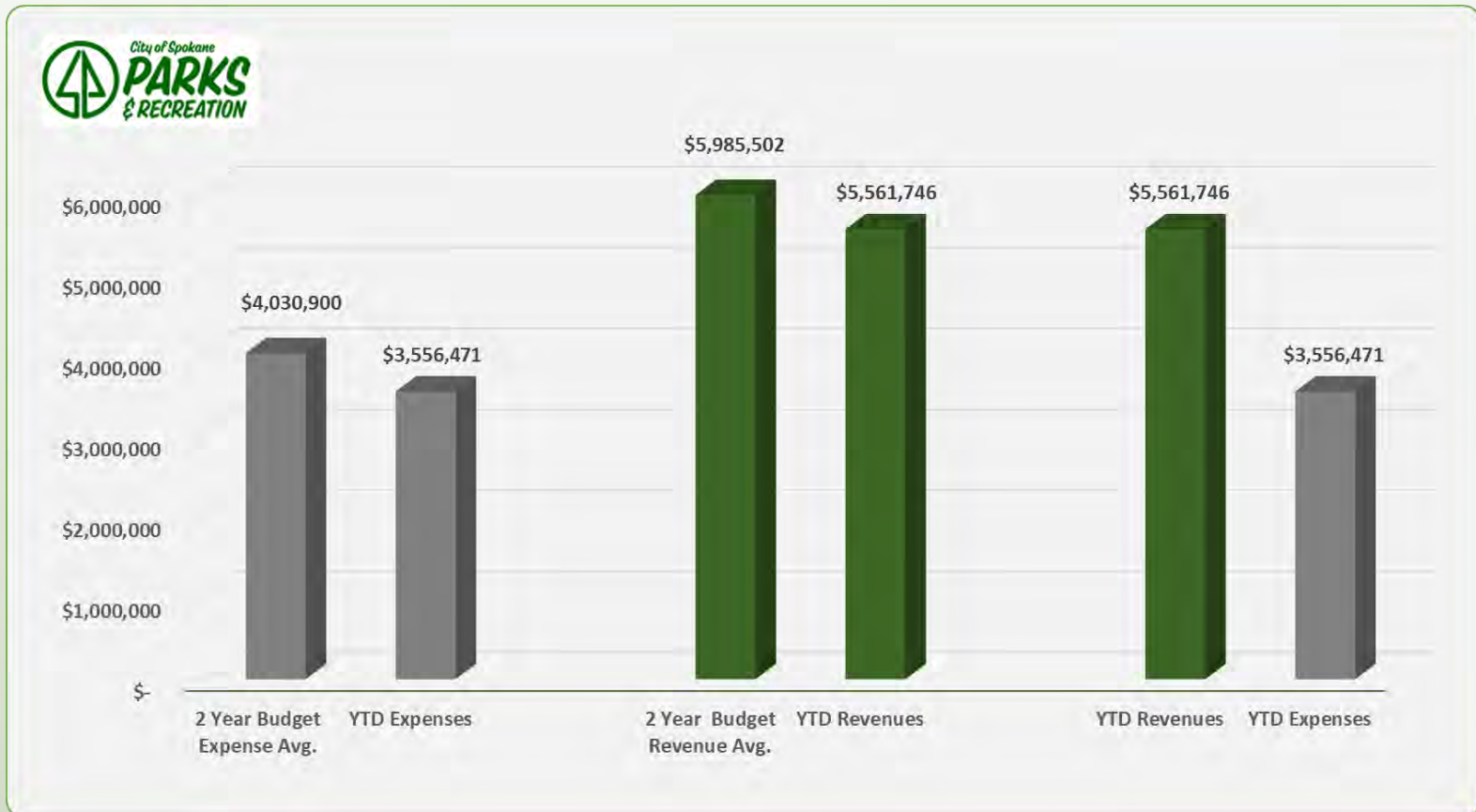
Parks Financials



Key Concepts:

- Program revenue in August was \$147,000 higher than last August. This helped close the gap as year-to-date program revenues were well behind projections prior to August.
- Year-to-date, Parks has earned 67% of budgeted revenues and spent 63% of budgeted expenses.
- Year-to-date revenues currently exceed expenses by \$1.05 million.

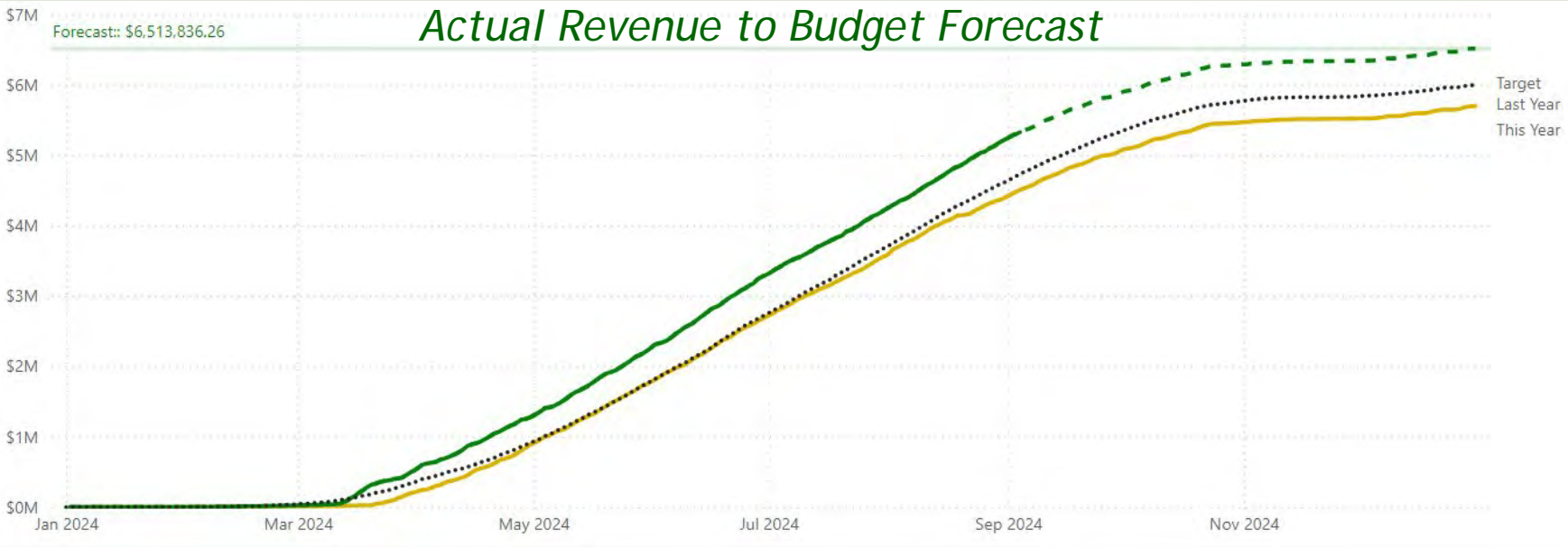
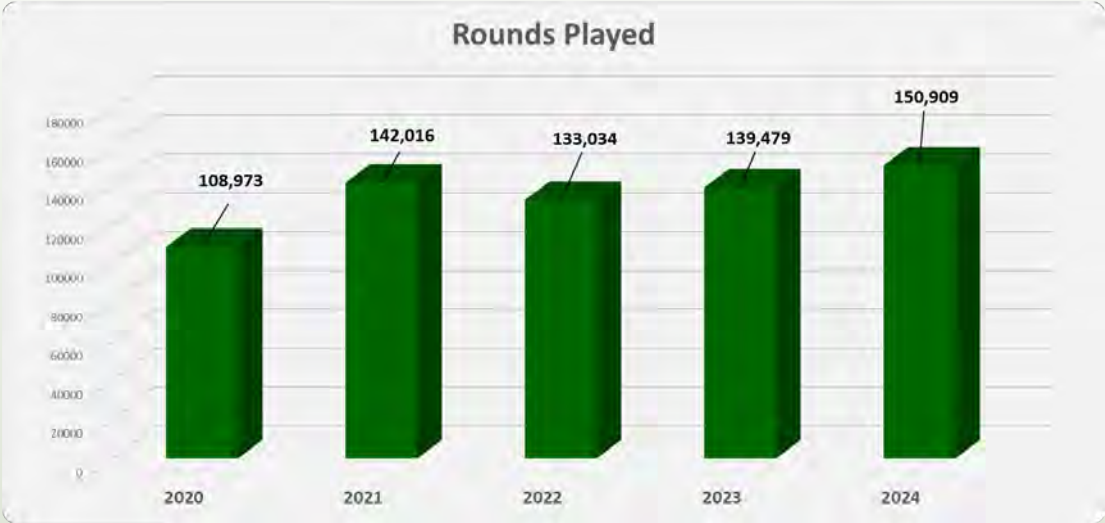
Golf Financials



Key Concepts:

- August had just over \$1 million in total revenue, including the facility fee.
- Year-to-date, golf has earned 90% of budgeted revenues and spent 63% of budgeted expenses.
- Year-to-date revenues currently exceed expenses by \$1.6 million excluding the facility fee and debt payments, and \$2.0 million including both (shown above).

Golf Scorecard





City of Spokane
PARKS
& RECREATION



*Questions Or
Comments?*

CITY OF SPOKANE PARKS AND RECREATION DIVISION ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1400-24-[#]
TITLE: ALTERNATIVE USE ON PARK LAND EFFECTIVE DATE: TBD	
REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 The purpose of this policy is to evaluate proposals for 'Alternative Use' (as defined below) on park land owned by the City of Spokane and controlled by the Spokane Park Board, and ensure such proposals provide a quantifiable net improvement to the city park system.

1.2 This policy is intended only to evaluate proposals for an "Alternative Use on Park Land" that requires the City of Spokane to transfer a real property interest to a third party. It is not intended to apply to proposals for park or park facility rentals, community events on park land, and park sponsorship.

1.3 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City of Spokane Parks and Recreation Land.

3.0 REFERENCES

City Charter - Section 48. Park Board - Powers

4.0 DEFINITIONS

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

- 4.1 “Alternative Use on Park Land” or “Alternative Use” - Any use of Park Land for other than Park Purposes. Examples of Alternative Use include utility infrastructure (regardless of location below, on or above grade), vehicular and pedestrian access routes crossing park land to adjacent property, temporary construction easements, facilities on Park Land which are not owned, maintained, or operated by city parks (including but not limited to those intended for recreational use), farming or agricultural uses, etc.

When granted by the Park Board, the right to use Park Land for an Alternative Use will be effective upon the complete execution of an Instrument of Agreement such as but not limited to, an Easement, Ground Lease, or Interlocal Agreement for Joint Use of Facilities, or Revocable License and Permit.

- 4.2 “Applicant” – The entity or individual proposing an Alternative Use on Park Land.
- 4.3 “Application Form” – Document to be completed by the Applicant which includes background information to Park Staff and Park Board regarding the Applicant’s proposal for an Alternative Use.
- 4.4 “Easement” – An agreement between the applicant and Park Board granting a right over the Park Property for an Alternative Use and for a particular purpose. It is a non-possessory special interest in the Park Land, meaning it gives the easement holder a right, but no title or right of possession.

An easement is typically used for access related to Alternative Use on Park Land, such as a vehicular / pedestrian access or utility infrastructure.

- 4.5 “Ground Lease” – An agreement between the Applicant and Park Board granting a right to use Park Land for a particular purpose. It is a non-possessory interest in Park Land, meaning it gives the lessee a right, but no title or right of possession.

A Ground Lease is typically used for medium to long-term temporary Alternative Use on Park Land, such as libraries, water tanks, sports facilities, gyms and pools operated by the applicant. A lease may include provision for extension beyond the initial term.

- 4.6 “Instrument of Agreement” - A legal document which records the execution of an agreement between the Park Board and Applicant, which establishes the associated rights, obligations and duties of the parties. See section 4.1 for typical Instruments of Agreement for Alternative Use on Park Land.

- 4.7 “Interlocal Agreement for Joint Use of Facilities” – An agreement between another local governmental unit and the Park Board for joint performance of functions and activities which they have the authority to perform.

An interlocal agreement is typically used to promote the maximum public utilization of public facilities and grounds owned by the city and other governmental units, minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer, such as the interlocal agreement with Spokane Public Schools for joint use of facilities, or interlocal agreement for the operation of Beacon Hill with Spokane County.

- 4.8 “Park Board” – The Spokane Park Board established pursuant to Article V of the Spokane City Charter.
- 4.9 “Park Board Mission” – The City of Spokane Parks and Recreation Division acquires, operates, enhances, and protects a diverse system of parks, boulevards, parkways, urban forest, golf courses, recreational, cultural, historical and open space areas for the enjoyment and enrichment of all.
- 4.10 “Park Property” or “Park Land” – Any land or lands controlled by the Park Board pursuant to Article V, section 48 of the Spokane City Charter. Includes both developed and undeveloped lands controlled by the Park Board.
- 4.11 “Park Purposes” – Physical improvements, recreational & leisure programs, or any facility or activity on Park Land which is consistent with the Park Board Mission and the goals and objectives identified in the current adopted Parks, Recreation, and Open Space Master Plan.
- 4.12 “Park Staff” – Administrative staff working for the Parks and Recreation Division of the City of Spokane.
- 4.13 “Quantifiable Net-Improvement to the City Park System” or “Quantifiable Net Improvement” – Specific compensation or other benefit from or by the Applicant in exchange for the right to use Park Land for an Alternative Use which, when combined with the loss of dedicated park land to the proposed Alternative Use, yields an overall benefit or enhancement to Park Land and/or recreational offerings for park users.

The computation of the Quantifiable Net Improvement may require the Applicant to provide to the Park Board the appraised value of the Park Property affected by the Alternative Use on Park Land, or the market value of the real property rights conveyed, which values may be considered by the Park Board to evaluate the application in the Park Board’s sole discretion. Compensation appropriate to secure a quantifiable net benefit may be in the

form of additional land dedication to parks, cash payment, rent payments, physical improvements to adjacent or nearby park lands or assets, commitments to maintain park assets, etc.

For example, in exchange for a ground lease of approximately one acre of existing park land for a new library, the Instrument of Agreement shall provide the Applicant compensate the city with a dollar amount to be used for the construction of a new playground & associated appurtenances within the same park.

- 4.14 “Revocable License and Permit” – An agreement between the Applicant and Park Board for Alternative Use on Park Land. A revocable license and permit is typically used for short-term Alternative Use of Park Land, such as a temporary construction easement, landscaping, or a permitted encroachment on Park Land.

5.0 POLICY

- 5.1 The Park Board will consider each written Alternative Use on Park Land proposal that is submitted on a case-by-case basis and is under no obligation to approve the proposal, regardless of the proposed potential benefit to the Applicant or the City of Spokane.
- 5.2 Permission for an Alternative Use on Park Land may be granted or denied at discretion of the Park Board.
- 5.3 To initiate Park Board consideration of a proposed Alternative Use on Park Land, Applicant shall complete and submit an Application Form for Alternative Use on Park Land, together with relevant backup information and application fees, to Park Staff.
- 5.4 The Applicant shall be required to pay an application fee of \$300, intended to offset the cost for Park Staff to coordinate and review the Application.
- 5.5 The Applicant shall provide the necessary information in the Application Form for Park Staff and Park Board to evaluate the proposal.
- 5.6 For any Alternative Use on Park Land to be approved by the Park Board, the proposal must demonstrate that the Alternative Use on Park Land will provide a Quantifiable Net-Improvement to Park Land or a future benefit to Park Land and recreational programs as determined by the Park Board.
- 5.7 Letters of support or opposition from neighborhood councils, stakeholders, and public affected by the proposed Alternative Use may be considered by the Park Board when considering the Alternative Use proposal.

- 5.8 Park Board may request Park Staff and their agents recommend to the Park Board specific Quantifiable Net-Improvement derived from approval of the proposal.
- 5.9 In considering whether the proposed Quantifiable Net-Improvement is acceptable, the Park Board may consider the market value of the real property rights conveyed by the proposal, including the benefit of the Alternative Use proposal to the Applicant and Applicant's property. An appraisal of this value may be required as noted in section 4.13.

For example, the Park Board may consider the increase in property value brought about by an easement over Park Land allowing access to a parcel of land that is otherwise inaccessible

- 5.10 The Applicant must provide the Park Board with financial assurance that all conditions of the proposed Alternative Use on Park Land can be met by the Applicant to the satisfaction of the Park Board and Park Staff.
- 5.11 The Park Board may place certain conditions on Alternative Use on Park Land approval.
- 5.12 The Alternative Use on Park Land should not compromise the ability of the adjacent remaining Park Land to function, and shall not restrict free access to the surrounding Park Land by the public, or result in potential or actual danger to public health and safety.
- 5.13 Unless otherwise agreed upon by the Park Board, the Applicant, and its successors or assigns shall be responsible for routine maintenance, daily operation, repair and replacement of improvements associated with and/or appurtenant to approved Alternative Use on Park Land.
- 5.14 Unless otherwise agreed upon by the Park Board, Alternative Use on Park Land approval may not be granted if the subject land is quantifiably environmentally sensitive, contain quantifiably unique habitat or life forms, or is classified as culturally significant due to documented historical significance, or other archaeological conditions as defined by Park Staff.

The Park Board may require the Applicant to provide to the Park Board studies or reports verifying the Park Land area proposed for Alternative Use is suitable for proposed use and does not contain quantifiably unique habitat or life forms, items of cultural significance, or geological hazards. Such study may include but not limited to phase I environmental site assessment, critical areas report, or cultural resource survey.

- 5.15 Unless otherwise agreed upon by the Park Board, an Instrument of Agreement shall not include terms which require the Park Board to fund site improvements or additional site security, or commit public funds to additional maintenance and/or capital replacement.
- 5.16 Any Alternative Use proposal for utility installation shall ensure utilities are installed underground to the maximum extent possible, unless it can be justified that an above ground installation is required, and such installation is acceptable to the Park Board, and it such installation will not interfere with the intended use and enjoyment of the Park Land.

6.0 PROCEDURE

- 6.1 The Applicant may or may not be required to prepare a presentation for the Park Board Land Committee and full Park Board.
- 6.2 The Applicant, or Applicant's representative, may or may not be required to attend the Park Board Land Committee meeting to discuss the proposal.
- 6.3 The Park Board Land Committee typically meets monthly. Park Staff will notify the Applicant of the specific meeting date, time and location the Alternative Use on Park Land proposal will be placed on the Land Committee's agenda.
- 6.4 Unless otherwise agreed upon the Park Board, all Alternative Use on Park Land proposals shall follow the below process:
- 6.4.1 Applicant shall prepare and shall submit completed Application Form, together with any relevant backup documentation and application fees (if required) for proposed Alternative Use on Park Land. Application shall be submitted at least two weeks prior to appearing on the next regularly scheduled Park Board Land Committee meeting.
 - 6.4.2 Application Form and backup documentation shall be submitted in electronic format to:
 - i. Park Planning & Development Manager
 - ii. Park Operations Director
 - iii. Park Office Supervisor

NOTE – Contact information for staff listed above can be found online at the City of Spokane Parks Division Staff Directory.

6.4.3 Park staff shall review the Application Form for completeness & general compliance with policy, and if determined to be complete & generally compliant with policy, shall coordinate the placement of a 'discussion item' for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee Meeting.

- i. If additional information is needed or revisions are required, Applicant shall coordinate with Park Staff as required to provide required information.

6.4.4 Park Staff and the Applicant shall present the Alternative Use on Park Land proposal as a discussion item to the Park Board Land Committee to review the application and gather Park Board input and feedback

- i. If during discussion the Park Board Land Committee finds the application to be generally compatible with Park Land and determines the proposal yields a Quantifiable Net-Improvement to the City Park System, the committee will authorize Park Staff to coordinate with the Applicant to refine the proposal and prepare the applicable Instrument of Agreement and required backup materials (appraisals, maps, etc.).

Any special conditions or revision required by the Park Board Land Committee may be incorporated into the proposal during preparation of agreement documentation.

- ii. If during discussion the Park Board Land Committee finds the proposal is not compatible with Park Land and/or determines the proposal is not likely to yield a Quantifiable Net-Improvement to the City Park System (as determined by the committee in its sole discretion), then the committee will instruct Park Staff to discontinue work on the proposed Alternative Use on Park Land and/or reject the application.

6.5 Upon completion of a proposed Instrument of Agreement, Park Staff shall coordinate the placement of an 'Action Item' for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee meeting.

6.6 Park Staff and the Applicant shall present the Instrument of Agreement, along with the specific Quantifiable Net-Improvement to the City Park System to the Park Board Land Committee for a vote of approval.

6.6.1 If the Park Board Land Committee votes to approve the Instrument of Agreement, then the Instrument of Agreement will be placed on

the agenda for the next regular meeting of the Park Board for final authorization. The Land Committee may approve the Instrument of Agreement with or without additional conditions.

6.6.2 If the Park Board Land Committee votes not to approve the Instrument of Agreement, the committee chair will either instruct the Applicant to either revise and resubmit the Instrument of Agreement with requested changes or will reject the Instrument of Agreement outright.

6.7 Upon approval by the Park Board Land Committee, Park Staff will present the Instrument of Agreement for consideration of the full Park Board. If the Instrument of Agreement is approved by the Park Board, it will be executed by all parties, filed & recorded as required by applicable city and county policies, and take legal effect.

7.0 RESPONSIBILITIES

7.1 The Director of Parks and Recreation is responsible for administering this policy.

8.0 APPENDICES

8.1 Application Form

APPROVED BY:

City Attorney

Division Director

City Administrator

Date

SPRING & SUMMER | ACTIVITY GUIDE

APRIL - AUGUST 2024

INSIDE

SPRING YOUTH SPORTS, ART CLASSES,
KAYAK RENTALS & RIVER SHUTTLES,
AQUATICS, VOLLEYBALL, LAWN BOWLING,
SUMMER CAMPS, THERAPEUTIC PROGRAMS
AND SO MUCH MORE!



EXPLORE PARKS & REC NATURAL
LEARN CLASSES
SWIM POOLS
GOLF LEARN
ENJOY RIVER FRONT PARK



SPOKANEREC.ORG | CALL 311 OR DIAL 509-755-2489

SUMMER 2024 RECREATION HIGHLIGHTS



Corbin Art Center

- 50 Camps offered - Corbin/Manito/Finch
- 759 Day Camp participants
- \$108,663 Gross Rev.

WELLNESS & ENRICHMENT

1,990 Total Participants

\$70,964 Net Revenue

254 Summer Day Campers between
Merkel & Finch



AQUATICS

OPEN SWIM NUMBERS (8,791 more visitors than 2023)

Year	Cannon	Comstock	Hillyard	Liberty	Shadle	Witter	Total
2024	18,990	29,686	18,162	25,744	28,354	15,760	136,698

AQUATICS PROGRAM NUMBERS (903 more participants than 2023)

Year	Programs	Offerings	Participants	Gross Rev.
2024	11	1,397	8,240	\$263,077

AQUATIC FACILITY RENTAL NUMBERS (roughly the same as 2023)

Year	Rental Types	Rentals	Participants	Gross Rev.
2024	5	1,200	25,118	\$46,540



OUTDOOR



1,131
Total Summer Outdoor
Participants

\$115,775
Summer Gross Revenue

570
Little Spokane
River Shuttles

90
Little Spokane
River Kayak Rentals

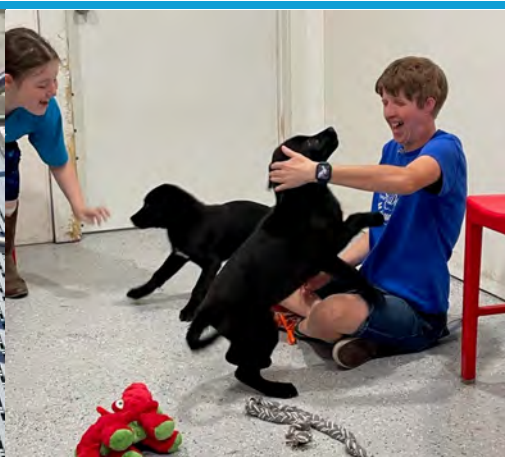
130
Kayak Tour
Participants

252
Summer Camp
Participants

ADULT ATHLETICS



- Summer Outdoor Volleyball has a record-setting year with 42 teams & 252 participants.
- Summer Adult Softball had 93 teams with the addition of a Women's Division.



THERAPEUTIC RECREATION

served 420 participants this summer.

Various fantastic partnership programs bring quality experiences to the participants and their families.

**THANK YOU
FOR THE
AMAZING
JOB YOU DO
EVERY DAY!**

Recreation Staff

- Alice Busch ~ TRS
- Adriano Eva ~ Wellness & Enrichment
- Andy Fuzak ~ Outdoor
- Carissa Gregg ~ Corbin Art Center
- Ryan Griffith ~ Assistant Rec. Director
- Kacie Hurtado ~ Outdoor & Athletics
- Josh Oakes ~ Aquatics & Volleyball
- Carissa Ware ~ Athletics & Allocations



August 2024

Riverfront Spokane Monthly Update

HELP FROM MY FRIENDS SUMMER TOUR

FRIDAY SEPTEMBER 6
SPOKANE PAVILION
 SPOKANE, WA

FEATURING THREE HEADLINERS ROTATING LINEUP ORDER EVERY NIGHT!

SWITCHFOOT | **blue october** | **matt nathanson**

JOHN FOGERTY
CELEBRATING HIS SONGS FROM
CREEDENCE CLEARWATER REVIVAL
THE CELEBRATION TOUR

WITH SPECIAL GUESTS
GEORGE THOROGOOD
DESTROYERS
 &
HEARTY HAR

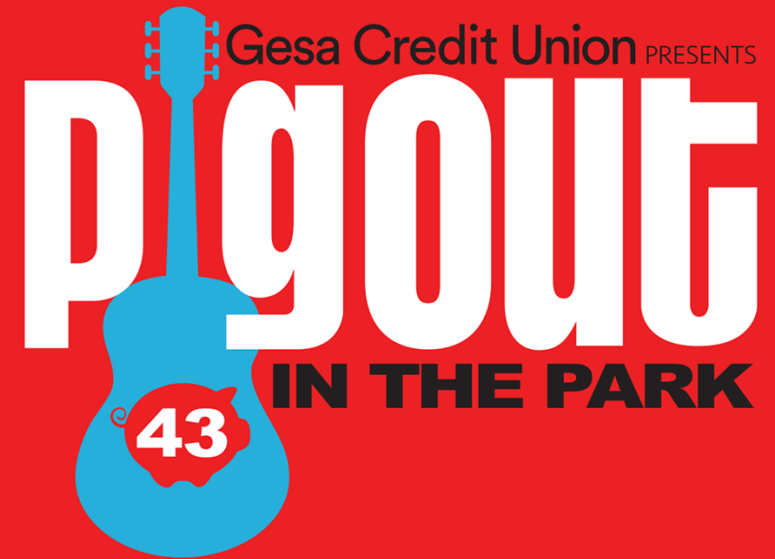
FRIDAY AUGUST 16
SPOKANE PAVILION
 SPOKANEPAVILION.COM

1984 **2024**

WEEN

AUGUST 4
SPOKANE PAVILION







riverfrontspokane and 2 others
Numerica SkyRide



riverfrontspokane 📺 Exciting news! The Numerica SkyRide Audio Tour is now available! 🎧

Explore the fascinating history of the Spokane River and Falls with our new audio experience. Simply scan the QR code inside the cabin to get started.

And if you're a Spokane County resident, don't forget to use the offer code "Skyhigh Savings" at the cashier counter for \$5 off your admission ticket! Come enjoy the ride! 🌄🌟

Attraction hours:

<https://my.spokanecity.org/riverfrontspokane/visitor-info/>

3d



riverfrontspokane #riverfrontspokane #spokaneparks #spokaneriverfrontpark #riverfrontpark #riverfront #spokane #spokanewa #spokanewashington #washington #washingtonstate #parksandrec #parks #spokane #downtownspokane #visitspokane #pnw #inlandnorthwest #inlandempire #spokanegram #spokanedoesntuck #wastate #landscape #lovespokane #adventure #travel #pnwlife #pnwvibes #getoutside #optoutside



3d Reply



SCAN FOR AUDIO TOUR



Liked by jamesrichmanphotography and 119 others

3 days ago



Add a comment...

SKYHIGH SAVINGS



\$5 OFF
per admission (up to 4)

Special offer for Spokane County residents.
Mention "Skyhigh Savings" at the cashier counter.







WSECU

Fall Fest

Presented by:



**DOWNTOWN
SPOKANE**
PARTNERSHIP



RIVER PARK SQUARE

Sponsored by:

WSECU

Spokane Park Board

Briefing Paper



Committee	Golf Committee		Committee meeting date: Sept 10, 2024
Requester	Berry Ellison / Mark Poirier		Phone number: 509.625.6276
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	Ridgetop Golf / Indian Canyon Golf Course Bunker Renovation Construction Contract \$299,618.14 (plus 10% administrative & tax).		
Begin/end dates	Begins: 09/12/2024	Ends: 02/01/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Construction contract including 10% administrative reserve with the low responsive bidder, Ridgetop Golf, for the complete reconstruction of all sand bunkers at Indian Canyon Golf Course. Bid price is \$299,618.14 + administrative reserve & tax.</p> <p>This contract will include the base bid scope of work, which includes the filling in of 1 bunker and the reconstruction of 20 sand bunkers, including re-shaping, drainage, aggregate bunker liner, bunker sand, finish grading and grassing. Bunker reconstruction is anticipated to be completed by the end of 2024 to allow new bunker sand to settle over the winter.</p>			
Motion wording:			
Motion to approve Ridgetop Golf for the Indian Canyon Golf Course Bunker Renovation construction contract in the amount of \$299,618.14 + 10% admin reserve & tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Ridgetop Golf			
Name: Nancy Kalbrener		Email address: nancy@ridgetopgolf.com	Phone: 253-312-2005
Distribution:			
Parks – Accounting		Mark Poirier	
Parks – Sarah Deatrich		Jason Conley	
Requester: Berry Ellison		Nick Hamad	
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$299,618.14 plus admin reserve & tax		Budget code: 4600-55100-94000-56301-48029	
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 601-353-563 Business license expiration date: 8/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



City of Spokane
PUBLIC WORKS AGREEMENT
Title: INDIAN CANYON GOLF COURSE
BUNKER RENOVATION

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **RIDGETOP GOLF, INC.**, whose address is 4820 24th Street, NW, Gig Harbor, Washington 98335, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **INDIAN CANYON GOLF COURSE BUNKER RENOVATION.**

2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form attached as Exhibit B, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid No. 6210-24 shall be used to determine prevailing contract document. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall begin on September 23, 2024, and shall run through December 31, 2024. Project time of completion and working days in accordance with contract documents.

4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.

5. **TERMINATION.** Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. **COMPENSATION.** Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED NINETY-NINE THOUSAND SIX HUNDRED EIGHTEEN AND 14/100 DOLLARS (\$299,618.14)**, excluding applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

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

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

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

10. **INSURANCE.** During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

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 Contractor's services to be provided under this Contract;

- i. Acceptable **supplementary Umbrella coverage** in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and

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; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant'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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
17. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,

1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

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

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

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

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

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

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

RIDGETOP GOLF, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Exhibit A - Certification Regarding Debarment
 - Exhibit B - Contractor's Bid Response
- 24-180

PAYMENT BOND

We, **RIDGETOP GOLF, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED NINETY-NINE THOUSAND SIX HUNDRED EIGHTEEN AND 14/100 DOLLARS (\$299,618.14)**, plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **INDIAN CANYON GOLF COURSE BUNKER RENOVATION**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

RIDGETOP GOLF, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **RIDGETOP GOLF, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED NINETY-NINE THOUSAND SIX HUNDRED EIGHTEEN AND 14/100 DOLLARS (\$299,618.14)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **INDIAN CANYON GOLF COURSE BUNKER RENOVATION**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

RIDGETOP GOLF, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

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.
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 certifies, 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.

Ridgetop Golf <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	Indian Canyon Golf Course Bunker Renovation <hr/> Program Title (Type or Print)
Nancy Kalbrener <hr/> Name of Certifying Official (Type or Print) President / Treasurer <hr/> Title of Certifying Official (Type or Print)	<hr/> Signature <hr/> Date (Type or Print)

EXHIBIT B

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

BID PROPOSAL

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

PROJECT: #6210-24 INDIAN CANYON GOLF COURSE BUNKER RENOVATION

BIDDER'S DECLARATION.

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

BID OFFER.

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

BASE BID:

\$ 299,618.14
(do not include Washington State Sales Tax)

BID ALTERNATES

Not Applicable

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

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

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 54 calendar days or no later than November 22, 2024.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of

Spokane in the amount of THREE HUNDRED-FIFTY DOLLARS (\$350.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. RIDGE1-085B3
(must be in effect at time of bid submittal)

U.B.I. Number 601-353563

Washington Employment Security Department Number 000-053356-00-0

Washington Excise Tax Registration Number 91-1540308

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

BID SECURITY.

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

NON-COLLUSION.

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

Name of Bidder: RIDGETOP GOLF



Signature of Bidder's Authorized Representative
Nancy Kalbrener

pres / treas

Title

4820 24th ST NW, GIG HARBOR, WA 98335

Address

(253)312-2005

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

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

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

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

Signed and Sworn To (or Affirmed) Before Me On September 5th, 2024
date

(Seal Or Stamp)



Daniel W. Olsen
Signature of Notary Public Daniel W. Olsen

My appointment expires MAY 9, 2026



STATE OF WASHINGTON
BUSINESS LICENSING SERVICE

Thank you for filing online

Our processing time generally takes up to 10 business days. Some endorsements may take more time for state or city approval. You will receive your business license with approved endorsements in the mail. An updated business license will be mailed to you when additional endorsements are approved.

Confirmation Number: 0-042-272-313

Filing Date and Time: 08/29/2024 12:16:56 PM

Payment Method: Card ending in 4367

Business Entity Information

Entity Type: Corporation
Name of Entity: RIDGETOP, INC.
Account ID: 601353563-001-0003
Firm Name: RIDGETOP GOLF

Endorsement(s) Applied For	Begin	End	Count	Fee
Spokane General Business - Non-Resident	08/29/2024	08/31/2025	1	\$131.00
				\$131.00
Fee Type	Begin	End	Count	Fee
BLS Processing Fee	08/29/2024		1	\$0.00
Spokane Empl Fee	08/29/2024		5	\$50.00
				\$50.00
Third-Party Card Processing Fee				\$5.88
			Grand Total:	\$186.88

Indian Canyon Bunker Renovation						Monday, September 09, 2024				
PW ITB 6210-24						Responsive Bidder?				
						Yes	N/A	N/A	N/A	N/A
Reference Number	Description	Type	UOM	Quantity	Ridgetop Golf	Contractor	Contractor	Contractor	Contractor	
BASE BID /TAX					\$326,583.77	\$0.00	\$0.00	\$0.00	\$0.00	
Base Bid	Project Scope as spelled out in bid	Base	ea	1	\$299,618.14	\$0.00	\$0.00	\$0.00	\$0.00	
Tax	Sales Tax 9.0%	Base	ea	1	\$26,965.63	\$0.00	\$0.00	\$0.00	\$0.00	
Total Extended					\$326,583.77	\$0.00	\$0.00	\$0.00	\$0.00	
Reference Number	Description	Type	UOM	Quantity	Ridgetop Golf	Contractor	Contractor	Contractor	Contractor	
Deductible Alt 1 /TAX					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Base Bid	N/A	Alt	ea	1	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	
Tax	Sales Tax 9.0%	Alt	ea	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Extended					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: RIDGETOP, INC.

Business name: RIDGETOP GOLF

Entity type: [Profit Corporation](#)

UBI #: 601-353-563

Business ID: 001

Location ID: 0003

Location: Active

Location address: 4820 24TH ST NW
GIG HARBOR WA 98335-7515

Mailing address: 4820 24TH ST NW
GIG HARBOR WA 98335-7515



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
Spokane General Business - Non-Resident				Active	Aug-31-2025	Aug-29-2024
Tukwila General Business - Non-Resident				Active	Nov-30-2024	Mar-21-2023

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

Governing people	Title
KALBRENER, KIRK	
KALBRENER, NANCY	

Registered Trade Names

Registered trade names	Status	First issued
RIDGETOP GOLF	Active	Mar-07-2007



Registered trade names	Status	First issued
RIDGETOP, INC	Active	Sep-08-2010

The Business Lookup information is updated nightly. Search date and time: 9/9/2024 2:49:01 PM

Contact us

How are we doing?

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Check if your browser is supported





RIDGINC-01

SBREITHAUPT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2024

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.

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.

PRODUCER: Basin Pacific Insurance & Benefits, 1025 S Pioneer Way, Moses Lake, WA 98837. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED: Ridgetop, Inc., 4820 24th St NW, Gig Harbor, WA 98335.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Indian Canyon Golf Course Bunker Renovation Project 6210-24 City of Spokane, its officers and employees are included as Additional Insured, as required by written contract or agreement, as per WNG139 as respects the operations of the named insured performed on their behalf.

CERTIFICATE HOLDER: City of Spokane, 808 W Spokane Falls Blvd, Spokane, WA 99201. CANCELLATION: 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: Stacy Breithaupt

From: [Aaron Nolting](#)
To: [Spokane Parks and Recreation](#)
Subject: Easement to Review - Land Committee
Date: Tuesday, September 3, 2024 11:42:43 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon,

My name is Aaron Nolting and I submitted an easement package to be reviewed for September for a small portion of the Fish Lake Trail located at 24011.0205. The matter is fairly time sensitive since the land we are looking to access is on a purchase contract. We are currently land locked and will need a 40' easement through City land (infranture is already established).

I am very excited to meet with the counsel and look forward to reviewing my easement application to receive feedback and ideas to what the governing body would view to be an attractive yet feasible resolution.

In hopes of meeting the purchasing contract deadlines, I would like to open the door to receiving feedback prior to the meeting in October to this easement opportunity. For instance - scheduling a meeting of the land committee in September on a different Wednesday of the month to supplement the canceled meeting. Likelihood of the easement being established would be extremely helpful from the governing body's perspective.

A response and feedback would be greatly appreciated,

Attached is an outline of our subject parcel and the location of the easement needed.

Thank you

--

Aaron Nolting | Owner

