

Spokane Park Board

3:30 p.m. Thursday, January 9, 2025 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 (left 4:00)
- X Hannah Kitz (arrived 3:36)
 - Kevin Brownlee (absent/excused)
- X Doug Kelley
- X Jonathan Bingle City Council liaison

Parks Staff

Jennifer Papich

Jonathan Moog

Rich Lentz

Al Vorderbrueggen

Nick Hamad

Fianna Dickson

Heather Smith

Sarah Deatrich

Guests

Council President

Wilkerson

Megan Kapaun

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) December 12, 2024, regular Park Board meeting minutes
 - 2) Claims December 2024
 - 3) 5-year contract with ForeUP Golf Management System for a yearly amount of \$40,032.00 plus tax, and a one-time implementation fee of \$6,100. Mark Poirier

Motion No. 1: Bob Anderson moved to approve consent agenda items #1 - #3, as presented. Jennifer Ogden seconded.

Motion passed with unanimous consent (9-0)

- 5. Special guests
 - A. None
- 6. **Financial report and budget update** Rich Lentz presented the December financial report

and budget update.

- A. Park Fund: The December year-to-date operating expenditures for the Park Fund are approximately \$818,000 less than the two-year budget average. Year-to-date revenues are about \$161,000 below the two-year budget average. Revenues are exceeding expenditures approximately \$931,000 year-to-date.
- B. Golf Fund: The December year-to-date operating expenditures for the Golf Fund are about \$1.1 million less than the two-year average. Year-to-date revenues are below the two-year budget average approximately \$1 million. Revenues are exceeding expenditures about \$925,000 year-to-date.

7. Special discussion/action items:

A. Special discussion items: None

B. Special action items: None

8. **Committee reports**:

Urban Forestry Tree Committee: The December 31, 2024, meeting was cancelled. – Bob Anderson for Kevin Brownlee

A. Action items: None

B. The next scheduled meeting is 4:15 p.m. February 4, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Land Committee: The January 1, 2025, meeting was cancelled. – Greta Gilman

A. Action items: None

B. The next scheduled meeting is 3:30 p.m. February 5, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Recreation Committee: The January 1, 2025, meeting was cancelled. – Sally Lodato

A. Action items: None

B. The next scheduled meeting is 2:15 p.m. February 5, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Riverfront Park Committee: The January 6, 2025, meeting was cancelled. – Gerry Sperling A. Action items: None

B. 2024 Year-End Riverfront Operations Report – Jonathan Moog

Highlights included:

- 1) Visitations have steadily increased over the years, with over a million visitors in 2024.
- 2) Between May 4th through July 4th, EXPO 50 saw over 317K visitors attending 150+ events in various locations around the city. During this time, paid social media reached over 1.6 million accounts and KHQ aired 1,030 spots. Thanks to Matt Santangelo, Kelly Brown, Amy Lindsey, and everyone behind the scenes for their phenomenal work.
- 3) Riverfront's social media grew to 68K total followers, 6,170 of them new.
- 4) Riverfront hosted 350+ community engagement, public, and private events which brought 429K total visitors. Riverfront Moves, Riverfront Eats, and Movies at the Pavilion are a few of these events.
- 5) Six concerts were held at the Pavilion, selling 18K tickets.
- 6) Notable maintenance & operations achievements included re-instated special commission authority; a new all electric Zamboni; a Step Well security fence; and Carrousel boiler repair.
- 7) Riverfront attraction visitors totaled 237K. The SkyRide launched a free audio tour and a

locals only discount while a new 3D ring printing robot named Thor busily printed rings for the carousel rides. Additionally, the Ice Ribbon opened a week early and introduced Family Skate Nights. Jon thanked Vanessa Esparza, Riverfront's new Attractions and Retail Manager, for her fresh ideas on activating the attractions.

- 8) Riverfront Administration was acknowledged for their parts in major awards received by Riverfront in 2024, including a Placemaker Award by Visit Spokane; the Best of BID for family friendly spot; and several spots in the top 3 in The Inlander's Best of 2024.
- C. The next scheduled meeting is 4:00 p.m. February 10, 2025, Riverfront Park Pavilion conference room, and virtually via WebEx.

Golf Committee: January 7, 2025 – Nick Sumner

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

Nick Sumner reported that the new golf management software, which was presented on the consent agenda, will be shown to the Board in the near future.

The Qualchan pumphouse project has run into difficulties due to the warmer weather this winter causing issues getting equipment in to do the work.

Cart path paving and landscaping continue at Esmeralda.

Golf had an amazing year with a lot of great work at the courses. They are in stellar shape and brought a record number of rounds this year at 190K+.

B. The next scheduled meeting is 8:00 a.m. February 11, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Finance Committee: January 7, 2025 – Bob Anderson

A. Action items: None

Rich Lentz presented the December financials and thoughts on the remaining year-end adjustments.

13th month adjustments will continue through January and are normally centered around the expenditure side of the ledger.

The February Finance Committee is often canceled due to the absence of January financials. If this is the case, the timeslot may possibly be used for financial training.

B. The next scheduled meeting is 3:00 p.m. February 11, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Development & Volunteer Committee: January 8, 2025 – Jennifer Ogden A. Action items: None

Arielle Anderson, of the City's Community, Housing, & Human Services Department, met with the DVC & Citizen Advisory Committees to outline the City's current response to the homeless crisis and hear from Friends groups about the impact of the homeless on parks and how to best address issues. She discussed a multi-pronged approach being utilized to get the unhoused to navigation centers which can then refer them to beds in relevant satellite shelters. If a concerned citizen sees a person obviously in need of shelter, it is recommended that the

citizen contact organizations partnering with the City who have outreach workers that will make connections with the homeless and assist them in getting shelter and help.

Sheltermespokane.org, or the Shelter Me app, can be accessed by anyone to see where beds are available, but concerned citizens can also call participating organizations to let them know of the individuals needing services. Additionally, there is a resource guide available which shows a map for locating services. Lindsey Shaw suggested the pamphlets be laminated, and placed in parks or in kiosks, as well as nearby free libraries and food pantries.

The CAC elected Lee Williams of Friends of Coeur d'Alene Park as the new chair, since Kelly Brown has taken a new job and is no longer with Friends of Manito. Lee reported that Friends of Coeur d'Alene is meeting with Community Minded Enterprises to develop programs for children next summer. Additionally, the Friends of CdA will be meeting with the Parks Foundation about fiscal sponsorship.

Lindsey Shaw reported that Logan, Bemiss, and Hillyard neighborhood councils have merged to create a more impactful organization with a wider reach and more participation. She is interested in finding out about CDBG funds to find out if it can be used to fund park improvements.

Trevor Finchamp noted that the Friends of the Bluff is throwing a thank you event for their donors and volunteers on January 28th, and that FOB is partnering with Washington Trails Association to begin fundraising and taking bids for repair of the Rocket Gulch stairs. It is hoped that work can begin next fall.

Kelly Brown did comment on the Holiday Lights in Duncan Gardens, which took place while she was still leading Friends of Manito. The lights were compared to a Hallmark movie atmosphere with lots of participation by the community. Kelly hopes to continue serving on the DVCAC representing Idaho Central Credit Union as a supporting business organization.

Doug Kelley suggested the CAC invite a legislator in the future and Lee Williams suggested Lindsey Shaw speak more about the CDBG funding at a future meeting.

Jennifer gave an update on the levy for Parks and the fact that Spokane Parks and Spokane Public Schools how to reimagine parks as outdoor classrooms. Fianna added that more information about how this partnership would work will be available end of February.

B. The next scheduled Development & Volunteer Committee meeting is 12:00 p.m. March 12, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

9. **Reports**

A. President: Bob Anderson

The Park Board vacancy, resulting from Nick Sumner's second term completion, has been posted on the City's Boards and Commissions page. Interested citizens of the City of Spokane may apply HERE. More information about the Park Board, including the Park Board Toolkit can be found HERE.

Bob has sent an email to the Board's contact in the mayor's office, requesting an update on Hannah Kitz's reappointment application.

The Park Board's meetings with Spokane Public Schools, regarding the levy partnership, will resume on January 10th. There is also a meeting scheduled with the School Board on January

Park Board Committee assignments will be announced in February or March.

Barb Richey, Greta Gilman, and Jennifer Ogden have offered to serve on the nomination committee. They will be contacting remaining members to seek their votes.

Bob gave thanks to Nick Sumner for his dedication to Spokane Parks over the past 10 years. Nick has served as Park Board President, Chair of Riverfront Park Committee, and Chair of Golf Committee. He has also been a member of the Finance Committee and served as the Conservation Futures liaison.

B. Liaisons

- 1) Conservation Futures Nick Sumner No update
- 2) Parks Foundation Barb Richey No update
- 3) City Council Jonathan Bingle

The Council has been given their new committee assignments and Councilman Bingle will remain with the Park Board in 2025. He is now the Urban Experience Committee Chair as well.

Citizens can now testify at committee level, which gives them a chance to comment on legislation earlier, which in turn helps the Council in their decision-making.

A few City-related asks are going to the Legislature, two of them being Parks related. 1) \$500K for Meadowglen Park development phase 1 from the WA Wildlife and Recreation Program, and 2) \$500K for Coeur d'Alene Park playground improvements and restroom replacement.

Mr. Bingle has also spoken with WA Senator Riccelli about funding for Senior Center improvements.

C. Director: Garrett Jones

Garrett thanked Jennifer Papich and Al Vorderbrueggen for their work on the Manito Holiday lights. He also thanked the KXLY extreme team for their work lighting up Cowley Park for the holidays and recognized the Corbin neighborhood for making Corbin Park festive for the holidays.

Additional trees infected with pine beetles have been identified on the golf courses. Park Operations is monitoring, and the courses will see small numbers of tree removals.

Continued conversations between Parks and Schools are coming up with next steps in the partnership proposal. Positive comments have come from conversations with other potential partners and stakeholders. February will see a public announcement of what the partnership will look like.

Staff are working on the 2024 annual report to include all departments of Parks and Recreation Division

Garrett presented Nick Sumner with a Parks and Recreation coin and a gift from Parks staff, and thanked him for the leadership and wisdom he has contributed during his service on the

Board. Nick Sumner thanked everyone for their warm wishes and reflected on the amazing changes over the years.

10. Executive session

A. None

11. Correspondence:

A. Letters/email: None

12. **Adjournment**: The meeting was adjourned at 4:14 p.m.

13. **Meeting dates**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. February 4, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Land Committee: 3:30 p.m. February 5, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Recreation Committee: 2:15 p.m. February 5, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. February 10, 2025, Riverfront Park Pavilion conference room, and virtually via WebEx

Golf Committee: 8:00 a.m. February 11, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Finance Committee: 3:00 p.m. February 11, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Development & Volunteer Committee: 12:00 p.m. March 12, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

- B. Park Board: 3:30 p.m. February 13, 2025, 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 Director of Parks and Recreation

CITY OF SPOKANE PARK AND RECREATION DIVISION DECEMBER 2024 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - JANUARY 9, 2024

PARKS & RECREATION:

SALARIES & WAGES	\$ 1,007,779.20
MAINTENANCE & OPERATIONS	\$ 806,767.10
CAPITAL OUTLAY	
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 264,753.34
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	
GOLF:	
SALARIES & WAGES	\$ 122,335.99
MAINTENANCE & OPERATIONS	\$ 466,782.43
CAPITAL OUTLAY	\$ 136,573.31
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 2,804,991.37

Spokane Park Board Briefing Paper



Committee	Golf		Comm	vittoo mooting data: 1	-7-25	
Requester	Golf Committee meeting date: 1-7-25 Mark Poirier Phone number: 625-4653					
Type of agenda item	Consent	Discussion		Information	20-4000	Action
Type of contract/agreement			.ease	OAmendment/chang	o ordor	
City Clerks file (OPR or policy #)	GIVEW O'KE	newal/ext. OL	.case	OAmendment/chang	ge or uer	Other
Master Plan Goal, Objective, Strategy			Most	on Dian Brianity Tion		
(Click HERE for link to the adopted plan)				ter Plan Priority Tier: 71-175)		
Item title: (Use exact language noted on the agenda)				nagement System for a ynplementation fee of \$6		mount of
Begin/end dates	Begins: 01/01/2	2025	Ends:	12/31/2029	O	6/01/2525
Background/history: The Parks & Recreation Division possible. System. ForeUP was selected as providing a secure, PCI compliant. The term of the agreement shall compliant. The City Parks & Recreation Golf a one time professional services for the complex of the c	they are the m , easy-to-use s ommence Jan Division will be	nost advanced system for go uary 1, 2025 e billed five ar	d state If cou and s nnual	e of the art cloud-barse staff and custon shall terminate Dece payments of \$40,00	sed te ners. mber 3 32 plus	chnology 31, 2029. tax and
Motion wording: Approve 5 year contract with ForeUP Go implementation fee of \$6,100.	Approve 5 year contract with ForeUP Golf Management System for a yearly amount of \$40,032.00 plus tax and one time					
Approvals/signatures outside Parks:	O Yes	No				
If so, who/what department, agency or c				51		
Name:	Email address	5:		Phone		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier Grant Management Department/Name:						
Fiscal impact: Expenditure Amount: \$40,032 plus tax for 5 years	○ Revenue	Budget code: 4600-55200-76 4600-55300-76 4600-55400-76	6680-5 6680-5	54820 57820		
Vendor: ○ Existing vendor Supporting documents: ✓ Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the MRSC Roster - City of UBI: 604-620-986 Business license exp		✓ W-9 (f ✓ ACH F	orms (f	contractors/consultants/ for new contractors/consu	Itants/ve	

City Clerk's No.



City of Spokane

CONTRACT

ForeUP GOLF MANAGEMENT SYSTEM

THIS CONTRACT is between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ForeUP.**, whose address is 9987 Carver Road, Suite 230, Cincinnati, Ohio 45242, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

- 1. <u>PERFORMANCE</u>. The Company will provide foreUP Golf Course Management System (GMS) Software, in accordance with Company's, Proposal, attached as Exhibit B and foreUp's "Terms of Service" attached as Exhibit C Company was selected through RFP #6164-24 issued by the City. In the event of a discrepancy between the documents this City Contract controls.
- 2. <u>CONTRACT TERMS</u>. The Contract shall begin January 1, 2025, and run through December 31, 2029, unless amended by written agreement or terminated earlier under the provisions.
- 3. <u>COMPENSATION</u>. Total compensation under this Contract shall not exceed **TWO HUNDRED SIX THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$206,260.00)**, plus applicable sales tax; in accordance with the annual payment schedule set forth in Exhibit B, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
- 4. <u>PAYMENT</u>. The Company shall send its application for payment to Information Technology Service Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
- 5. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 6. <u>ASSIGNMENTS</u>. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

- 7. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.
- 8. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
- 9. <u>TERMINATION</u>. Either party may terminate this Contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.
- 10. <u>INSURANCE</u>. During the 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 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.

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.

11. <u>INDEMNIFICATION</u>. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the

concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

- 12. <u>DEBARMENT AND SUSPENSION</u>. The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
- 13. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 14. <u>STANDARD OF PERFORMANCE</u>. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.
- 15. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.
- 16. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov.or.360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 17. <u>AUDIT / RECORDS</u>. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 18. <u>CONFIDENTIALITY/PUBLIC RECORDS</u>. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW

Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

CITY OF SPOKANE

Forel ID

24-265b

1 01601	OIT OF OF ORANGE
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 – Certificate Regarding Debarment Exhibit B – Company's Proposal to RFP 6164-24	

EXHIBIT A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

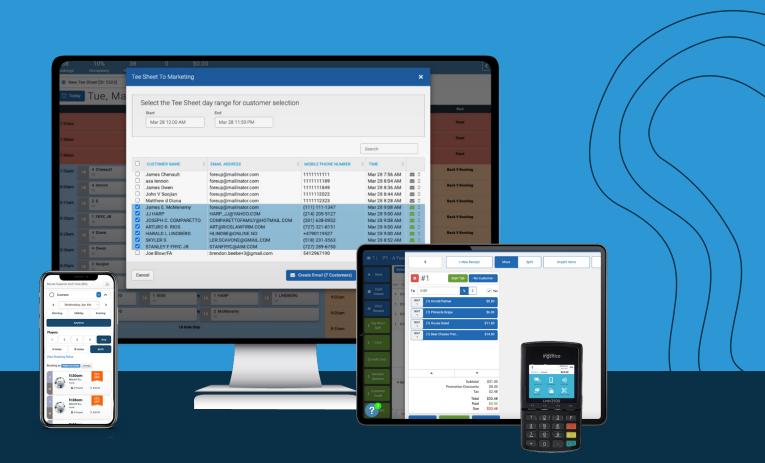
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

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

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

EXHIBIT B

foreUP Golf Software Proposal





Who We Are

Smarter Golf Course and Club Management Software

Business is evolving, and you need software that keeps the pace. With foreUP, you get **modern software** as well as an **innovative**, **responsive technology partner**. Now you can simplify all your front and back office operations, while **delivering unparalleled guest experiences**. Welcome to business done better.



Get just what you need. We'll customize a solution for you based on your needs.



Testimonials



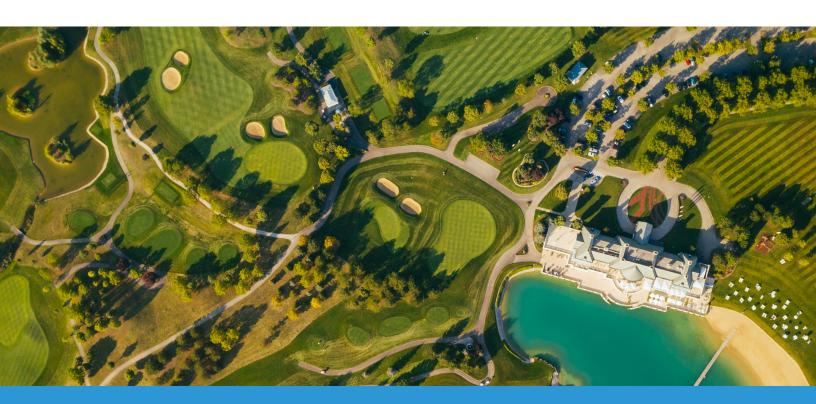
"We are **beyond impressed** with the relationships we have built with the team at foreUP. It is obvious they **really care about us and our success**, which is refreshing in this industry. They are **always available to us** and work to enhance their software every day. **We couldn't be happier with it!**"



We LOVE the simplicity of the billing UI and how quick it is to problem solve and create Statements. Our members LOVE the itemized detail on their transactions. We also like the new format; it's much clearer for our members to read and understand.



"We love foreUP. From day one, we've been impressed with their team and their dedication to our success. The software has given us efficiency and tools we have never had access to before, including a great online booking system that has streamlined our online operations. We are thrilled to be working with them and look forward to a very strong partnership.





Products and Services

Tee Sheet

- · Cloud Based Tee Sheet, Anywhere Access
- Text & Email Golfers Anytime From Tee Sheet
- Live Online Web Booking, Configurable by Player Type
- · Event, League, Outing Management, Cart Signs
- · Automated Player Reminders
- · Easy Point/Click, Drag/Drop Interface

Point of Sale

- · Customer Dashboard w/ Photo ID & Sales History
- · Seamless Management of All Pro Shop & Bar/Grill Sales
- · Pre-Authorization of Credit Cards to Hold Tabs
- Integrated, Tiered Loyalty Program, Customizable by Item/Dept
- · Layered Tournament/Shop Credit Capability
- Complex Pass Program with Customizable Parameters
- Integrated Time & Attendance (Time Clock Mgmt)

Email / Text Marketing

- Easily Design and Send Email AND Text Message Campaigns
- · Full Marketing Automation
- Fully Integrated Email and Texting Based on Play & Purchase Behavior Patterns
- · Pre-Built Templates for Ease of Use
- Full Send and Open Analytics, Google Analytics Compatible

Website

- Dedicated Website Support Line
- · Full Website Build
- · All Builds are Completely Computer, Tablet, and Mobile Friendly
- · Website Hosting
- · Regular Updating and Monitoring of Website





Products and Services Cont.

Member Billing

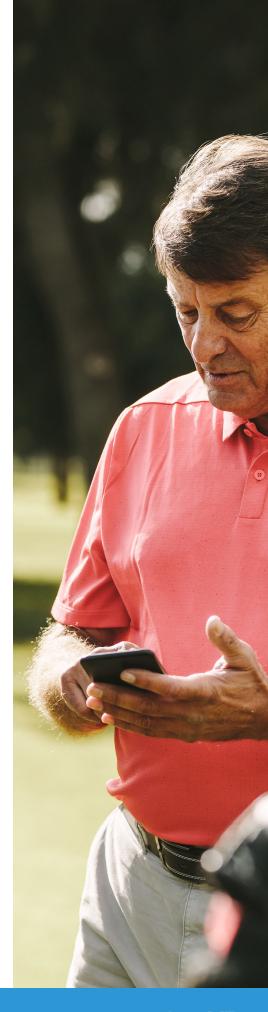
- · Easily Manage Automatic Member/Dues Payments and A.R
- Ability to Auto-Bill to Card on File OR Checking Account (ACH – 1% Fee)
- · Multiple Layers of Billing (Daily, Weekly, Monthly, Quarterly, Ann)
- Customizable Food & Beverage Minimum Tracking
- Easy Online Member Bill Pay / Statement Viewing

Food & Beverage

- Optimized for Tablet/Tableside (Apple or Android)
- · Easily Split Tabs, Split Shareable Items
- Custom Menus with Timed Events (Happy Hours)
- Customization of Buttons/Layers (Colors, Etc)
- · Customizable Table Mapping
- · Pre-Authorization of Credit Cards to Hold Open Tabs

Implementation

- Includes Full System Setup/Buildout
- · Includes Full Data Migration from Previous System
- UNLIMITED Training Sessions Over Time





LICENSE AGREEMENT

Golf Compete, Inc. d/b/a foreUP ("foreUP") 1064 N. County Blvd. Pleasant Grove, UT 84062 Sales: (866) 792-0969 Support: (800) 929-5737

Agreement ID: Q-32188



info@foreup.com www.foreupgolf.com

License Agreement Prepared by: Jared Holden jholden@foreup.com

CLIENT INFORMATION

Client Name ("Client"):	City of Spokane
Client Address:	808 West Spokane Falls Boulevard, Spokane, Washington 99201
Client Contact Name:	Peggy Lund
Client Contact Phone:	(509) 625-6200
Client Contact Email:	klund@spokanecity.org
Client Billing Contact:	Peggy Lund
Billing Contact Email :	klund@spokanecity.org

TERM & BILLING

Initial Term:	60
Renewal Term:	12 months for all products and services except Ad Services. Ad Services (PPC) are renewed monthly.
Billing Start Date:	1/1/2025
Invoice Frequency:	Annual
Payment Terms:	See, Section 2 of Terms of Service

APPROVED LOCATION

City of Spokane

808 West Spokane Falls Boulevard, Spokane, Washington 99201 United States

SERVICES & FEES

** If Client does not sign and accept this License Agreement by 12/14/2024, then foreUP's offered pricing for Services will expire.** Note: All Fees subject to increase in accordance with the Terms of Service.

Esmeralda Golf Course

QTY	Product Name	List Price	Discount	Net Price
1	foreUP Marketing Pro	\$130.00	\$0.00	\$130.00
1	foreUP Member Billing Pro	\$115.00	\$0.00	\$115.00
1	foreUP Point of Sale Pro	\$220.00	\$0.00	\$220.00
1	foreUP Text Messaging - Plus	\$70.00	\$0.00	\$70.00
1	foreUP Tee Sheet Ultimate +	\$299.00	\$0.00	\$299.00
1	foreUP Tee Sheet Ultimate + Implementation Fee	\$900.00	\$0.00	\$900.00

Downriver Golf Course

QTY	Product Name	List Price	Discount	Net Price
1	foreUP Marketing Pro	\$130.00	\$0.00	\$130.00
1	foreUP Member Billing Pro	\$115.00	\$0.00	\$115.00
1	foreUP Point of Sale Pro	\$220.00	\$0.00	\$220.00
1	foreUP Text Messaging - Plus	\$70.00	\$0.00	\$70.00
1	foreUP Tee Sheet Ultimate +	\$299.00	\$0.00	\$299.00
1	foreUP Tee Sheet Ultimate + Implementation Fee	\$900.00	\$0.00	\$900.00

Indian Canyon Golf Course

QTY	Product Name	List Price	Discount	Net Price
1	foreUP Marketing Pro	\$130.00	\$0.00	\$130.00
1	foreUP Member Billing Pro	\$115.00	\$0.00	\$115.00
1	foreUP Point of Sale Pro	\$220.00	\$0.00	\$220.00
1	foreUP Text Messaging - Plus	\$70.00	\$0.00	\$70.00
1	foreUP Tee Sheet Ultimate +	\$299.00	\$0.00	\$299.00
1	foreUP Tee Sheet Ultimate + Implementation Fee	\$900.00	\$0.00	\$900.00

The Creek at Qualchan Golf Course

QTY	Product Name	List Price	Discount	Net Price
1	foreUP Marketing Pro	\$130.00	\$0.00	\$130.00
1	foreUP Member Billing Pro	\$115.00	\$0.00	\$115.00
1	foreUP Point of Sale Pro	\$220.00	\$0.00	\$220.00
1	foreUP Text Messaging - Plus	\$70.00	\$0.00	\$70.00
1	foreUP Tee Sheet Ultimate +	\$299.00	\$0.00	\$299.00
1	foreUP Tee Sheet Ultimate + Implementation Fee	\$900.00	\$0.00	\$900.00

One Time Fees Subtotal

Total List Price	USD 3,600.00
Total Discount	
Total Net Price	USD 3,600.00

Products/Services Subtotal (per Monthly Pricing)

Total List Price	USD 3,336.00
Total Discount	
Total Net Price	USD 3,336.00

METHOD OF PAYMENT

ACH/Credit Card	USD 40,032.00 Billed Annually
-----------------	-------------------------------

NOTE: All one-time fees are due and payable upon the Effective Date herein (which shall be the date below). Product and Services dues are billed on the 1st of each month. Payment confirmation will be emailed to the provided customer email address: klund@spokanecity.org foreUP only takes payments in two forms: ACH or credit card.

TERMS OF SERVICE

The Services described in this License Agreement are provided to Client subject to the terms and conditions of the "Agreement," which includes this License Agreement, foreUP's https://www.foreupgolf.com/terms-of-service/ (https://www.foreupgolf.com/terms-of-service/) and https://www.foreupgolf.com/terms-of-service/) and the Addenda included. Any capitalized terms not defined elsewhere in this License Agreement shall have the meanings attributed in the Agreement. Fees of Services will commence on the Billing Start Date, as described above, and Client's payment of Fees will be due and payable on the payment terms described in the Terms of Service.

ADDITIONAL TERMS & CONDITIONS

By signing below, foreUP and Client each acknowledge that they have carefully read and fully understand the Agreement as written, and each agrees to be bound by the terms of this Agreement. This Agreement will become effective as of the date of last party signature to the License Agreement ("Effective Date"). The individuals signing the Agreement represent that they have the authority to bind the respective parties to the terms of this Agreement.

CLIENT	foreUP
City of Spokane	Golf Compete, Inc.
Ву:	Ву:
Title:	Title:
Effective Date:	Date:

?

< Business Lookup

License Information:

New search Back to results

Entity name: GOLF COMPETE, INC.

Business name: FOREUP

Entity type: Profit Corporation

UBI #: 604-620-986

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9987 CARVER RD

STE 230

BLUE ASH OH 45242-5553

Mailing address: 9987 CARVER RD

STE 230

BLUE ASH OH 45242-5553

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-				Active	Dec-31-2025	Dec-18-2024

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

Governing people Title

DECARLO, ROBERT

ECKELS, RANDY

JONES, GERRI

Registered Trade Names

Registered trade names	Status	First issued
FOREUP	Active	Jun-18-2020

The Business Lookup information is updated nightly. Search date and time: 12/30/2024 11:22:59 AM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2025

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).

COVEDAGEC	OFFICIOATE MUMBER: 4000040500	DEVICION NUI	MDED		
		INSURER F:			
INSURED Clubessential Holdings LLC 9987 Carver Rd Ste# 230 Blue Ash, OH 45242		INSURER E : Continental Casualty Company	20443		
		INSURER D : Columbia Casualty Company	31127		
		INSURER c : American Casualty Company of Read	ing, PA 20427		
	CLUBLLC-0	ınsurer в : Valley Forge Insurance Company	20508		
		INSURER A: Continental Insurance Company	35289		
Cincinnati OH 45202		INSURER(S) AFFORDING COVERAGE	NAIC#		
Suite 625		E-MAIL ADDRESS: susan_masters-oh@ajg.com			
Arthur J. Gallagher Risk Manage 201 E 4th Street	ement Services, LLC	PHONE (A/C, No, Ext): 513-977-3139	FAX (A/C, No): 513-977-4641		
PRODUCER	10 : 110	CONTACT NAME: Susan D. Masters, CIC			
	-				

CERTIFICATE NUMBER: 1026946582 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	ISR ADDLISUBR POLICY EXP						
LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
В	X COMMERCIAL GENERAL LIABILITY		6079684571	11/15/2024	11/15/2025	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	X POLICY X PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:					EBL	\$ 1,000,000
Α	AUTOMOBILE LIABILITY		6079684568	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	X Hired PhyDam					Hired PhyDam	\$ 75,000
Α	X UMBRELLA LIAB X OCCUR		6079684604	11/15/2024	11/15/2025	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED X RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		6079684599 6079684585	11/15/2024 11/15/2024	11/15/2025 11/15/2025	X PER OTH- STATUTE ER	CA & AOS
ਁ	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	0079084383	11/15/2024	11/13/2023	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D E	Prof/Cyber-CM Crime-3rd Party		652510479 6052175238	3/23/2024 11/15/2024	3/23/2025 11/15/2025	Ea Claim/Agg Ea Claim	\$10,000,000 \$1,000,000
							<u> </u>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Complete Named Insured: Clubessential Holdings, LLC f/k/a CE Holdco, LLC; CE Management Holdings, LLC; ClubReady, LLC; LEGP II Blocker(CR), Inc; iKizmet, Inc; ClubReady Canada Software, ULC; RecTrac, LLC d/b/a Vermont Systems; RecDesk, LLC (+5/16/24); Clubessential, LLC; BlueGolf, LLC; Advanced Scoreboards, LLC d/b/a taskTracker (+5/22/24); GolfCompete, Inc d/b/a foreUP; RW2 Marketing & Design, Inc d/b/a 1-2-1 Marketing; Exerp Buy Co;

OH Employers Defense Liability (Stop Gap): Policy# 6079684571; 11/15/2024-11/15/2025 \$1,000,000/\$1,000,000/\$1,000,000

CGL: CNA74872XX(01/15) CNA Paramount Technology General Liability Extension Endorsement provides: See Attached...

City of Spokane 808 W. Spokane Falls Blyd	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Spokane WA 99201	Lea D Hallh
	© 4000 2045 ACODD CODDOD ATION All rights recented

CANCELLATION

CERTIFICATE HOLDER

۸	GENCY	CUSTOMER ID:	CLUBIT C-01
А	GENCY	COSTONER ID:	CLUBLLC-UI

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Clubessential Holdings LLC 9987 Carver Rd Ste# 230	
POLICY NUMBER		Blue Ash. OH 45242	
		,	
CARRIER NAIC CODE			
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE FORM NUMBER:

-Additional Insured by Contract, Agreement or Permit when required in a written contract with you;

-Waiver of Subrogation when required in a written contract with you

The client does not have any owned/titled vehicles at this time.
BA: CNA83700XX(10/2015) Extended Coverage-BA Plus-For Hired and Non-Owned Autos which provides the following:

-Additional Insureds Required by Written Contracts

-Employee-Hired Autos

-Waiver of Subrogation

-Primary and Non-Contributory When Required By Contract

BA: CA0444(10/13) Business Auto-Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation). Blanket when required by contract

WC: WC000313(04/84) Blanket Waiver of Subrogation when required in a written contract with you where allowed by State law. WC: WC420304B(06/14) Texas Blanket Waiver of Subrogation when required in a written contract with you. WC430305(07/00) Utah Blanket Waiver of Subrogation when required in a written contract with you.

WC: G19160B(11/97) California Blanket Waiver of Subrogation when required in a written contract with you.

Umbrella is follow form regarding underlying: CGL BA WC

Prof/Cyber Retention: \$200,000; Retro Active 3/23/11
Prof/Cyber: GSL2302XX(06/11) CNA EPS+ Technology E&O, Cyber and Multimedia Liability Insurance Policy coverage form:
-pg 3 Automatic Additional Insured status when required by written contract with you;
Prof/Cyber: CNA71810XX(11/12) Automatic Waiver of Subrogation where required by written contract with you.

Third Party Crime Deductible: \$10,000



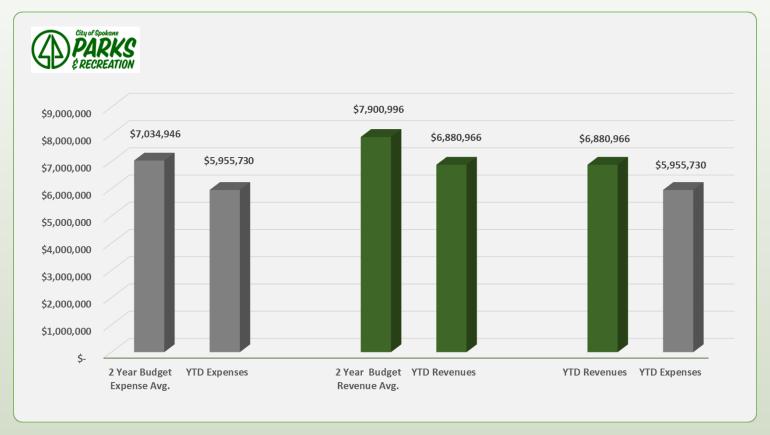
Parks Financials



Key Concepts:

- December was flat with a net gain of \$5,659.
- Through December, Parks has earned 99% of budgeted revenues and spent 95% of budgeted expenses.
- Parks is trending well towards the overall 2024 budget with only 13th month expenses remaining.

Golf Financials



Key Concepts:

- Through December, golf has earned 111% of budgeted revenues and spent 103% of budgeted expenses.
- The season ended with a record 190,239 rounds of golf!
- There were \$870,942 in facility improvement fees collected with \$618,025 in debt service payments.
- Through December, revenues exceed YTD expenses by \$622,601 (excluding FIF and debt service payment).



Riverfront Spokane









Celebration of Expo

- 9 weeks of activities -- 5 categories 150+ Events
- Total budget \$1.7M -- \$930K in Sponsorships -- 39 Sponsors
- Over 317K park visitors
- Event Highlights:
 - Opening/Closing Ceremonies 37,000 Visitors
 - Pow-Wow 9k visitors
 - Community Stage & Vendor Market
 - Environmental Legislative Summit-
 - Picklefest Tournament
 - MAC Exhibits and films
 - Expo Field trips- all 4th and 7th graders
 - Club 74 Speakeasy

Media

- Paid social media reached to 1.6 Million accounts / 6.8 Million impressions
- KHQ aired 1030 spots reaching 94% of Spokane's population
- Inlander Expo 50 Guide



Riverfront Social Media

- 6170 New Social media followers
- 68K total followers
- Posted 1324 posts
- 1Million+ people Reach on Facebook (8% increase)
- 12% follower increase Instagram

Riverfront Spokane

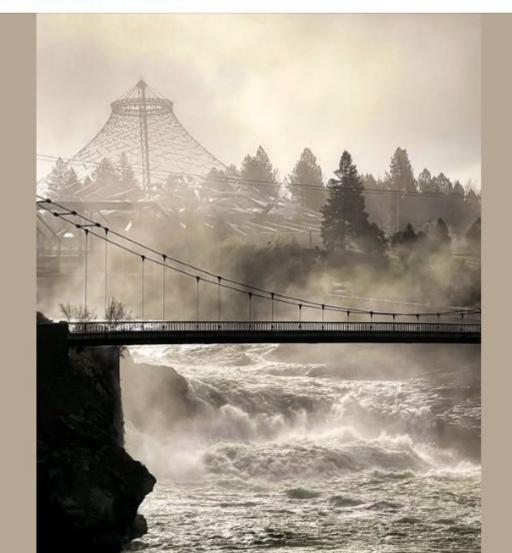
Published by Regan Farmer



· March 15, 2024 · 🚱

outh Suspension Pedestrian Bridge at Riverfront Park is now open after renovations! In gits twin's 2021/2022 makeover, it boasts a new deck, updated steel beams, railings, and Ing. A fresh look for a historic Expo '74 landmark!

by: James Richman Photography



Park Programming

- 117 Community Engagement Events
- 63 Public Events
- 182 Private events
- 429K total event visitors
- Received \$10K in LTAC grants... a first for Riverfront
- Over 60 Partners and Sponsors





























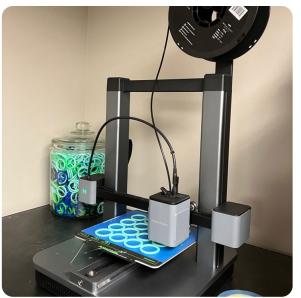


Maintenance & Operations

- Special commission authority re-instated
- New All electric Zamboni
- Step Well Security Fence
- SkyRide Annual Maintenance
- Carrousel Boiler Repaired
- Big Belly Replacement Second Year
- Post St Bridge Planter Watering









Attractions

- Welcome Vanessa!
- Numerica SkyRide Launched a free audio tour
- Introduced Thor ... 3-D ring printing robot
- Opened Ice Ribbon a week early
- New Family Skate Night Pop-up series
- Introduced locals only SkyRide discount
- Total attraction riders: 237K



Administration

- Community Recognition
 - 2024 Placemaker Award by Visit Spokane
 - 2024 Best of BID for Family Friendly Spot
 - Inlander Best of 2024
 - #3 Skatepark Riverfront Skate & Wheels Park
 - #2 Place for a picnic Riverfront Park
 - #2 Experience for your Inland NW Bucket List Numerica SkyRide of the falls
 - #2 New Community effort Like Expo '74 to put us on the map Spokane Pavilion Concerts
- Team Retreat
- Non-Profit Donation Program 55 organizations 445 total tickets

Thank you, all Riverfront Team Members!

Amy Lindsey

Regan Farmer

Matt Russell

Kearney Jordan

Lori Mahr

Dawn Frey

Roni Wenz

Rhett McCall

Vanessa Esparza

Nathan Miller

Barb Rice

Mike Prince

Jacob Vandenburg

Jacob Stout

Jory Hustad

John "Gooie" Gould

Ben Stewart

Harold "Wally" Walter

William "Striker" Jackson

Ric Kent

Ted McCrakken

Rhys Atwood