



## Spokane Park Board

3:30 p.m. Thursday, March 12, 2026  
In-person in Council Chambers, City Hall, and  
Webex virtual meeting

### Park Board Members

- X Bob Anderson – President
- X Barb Richey – Vice President
- X Garrett Jones – Secretary
- X Greta Gilman  
Sally Lodato (*absent/excused*)
- X Gerry Sperling
- X Doug Kelley
- X Lindsey Shaw
- X Lee Williams  
[VACANT]  
[VACANT]
- X Paul Dillon – City Council liaison (3:32)

### Parks Staff

- Jason Conley
- Rich Lentz
- Fianna Dickson
- Amy Lindsey
- Jonathan Moog
- Jennifer Papich
- Al Vorderbrueggen
- Katie Sorensen
- Briana Ruffing
- Sarah Deatrich
- Berry Ellison

### Guests

- Rick Olson
- Cathy Gunderson

### City staff

- Megan Kapaun
- Lynden Smithson

## MINUTES

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

1. **Roll Call:** Bob Anderson  
The meeting was called to order at 3:30 p.m. See above for attendance.
2. **Additions or deletions to the agenda:**
  - A. None
3. **Public comments:**
  - A. [Rick Olson](#) spoke on behalf of the Spokane Regional Labor Council and talked about the Worker’s Memorial at Mission Park. The memorial hasn’t had any names added to it since 2019 although an average of 100 work-related deaths happen per year in WA. The Labor Council is looking to expand the memorial to add more names, perhaps in another park with more parking.  
  
Garrett added that there is a group that met with him and the mayor, and another meeting is set up to discuss other locations and future design solutions.
  - B. [Cathy Gunderson](#) spoke of the Community Workforce Agreement which would get local people working on the projects that are coming up with the levy.
4. **Consent agenda:**
  - A. Administrative and committee-level items

- 1) [February 12, 2026, regular Park Board meeting minutes](#)
- 2) [Claims – February 2026](#)
- 3) [Bozco Construction LLC. / 2026 Park Building Re-Roof Project \(\\$49,900.00+10% administrative reserve & tax\) - Nick Hamad](#)
- 4) [Pavilion Rental Agreement with Spokane Sports Commission – Jonathan Moog](#)
- 5) [Urban Forestry Education Services with Downtown Spokane Partnership Funding by IRA USDA USFS Grant – Katie Sorensen](#)
- 6) [Interdepartmental Agreement Between Public Works, Streets, and Parks & Recreation Departments Regarding Green Area Maintenance Program - Al Vorderbrueggen](#)

**Motion No. 1:** Bob Anderson moved to approve consent agenda items #1 - #6, as presented. Greta Gilman seconded.

Motion passed with unanimous consent (8-0)

5. **Special guests**

A. None

6. Financial report and budget update – Rich Lentz presented the 2025 year-end and February financial reports and budget update.

A. [2025 Year-end report:](#)

- 1) Park Fund: The 2025 year-end operating expenditures for the Park Fund were approximately \$470,200 less than the two-year budget average. Year-end revenues were about \$222,000 below the two-year budget average. Revenues exceeded expenditures approximately \$193,000.
- 2) Golf Fund: The 2025 year-end operating expenditures for the Golf Fund are about \$27,400 more than the two-year average. Year-end revenues are below the two-year budget average approximately \$892,600. Expenditures exceeded revenues about \$11,300.

B. [February financial report:](#)

- 1) Park Fund: The February year-to-date operating expenditures for the Park Fund are approximately \$9,700 more than the two-year budget average. Year-to-date revenues are about \$230,000 below the two-year budget average. Revenues are exceeding expenditures approximately \$940,000 year-to-date.
- 2) Golf Fund: The February year-to-date operating expenditures for the Golf Fund are about \$160,000 less than the two-year average. Year-to-date revenues are below the two-year budget average approximately \$64,500. Expenditures are exceeding revenues about \$151,300 year-to-date

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

A. Special action items:

- 1) [Proposed 2026 Park Board committee assignments](#) – Bob Anderson

Proposed committee assignments are as follows:

- Bob Anderson: Finance Chair, Riverfront Park, Joint Arts, Development & Volunteer
- Barb Richey: Golf Chair, Bylaws Chair, Joint Arts Chair
- Greta Gilman: Land Chair, Recreation, Finance
- Sally Lodato: Recreation Chair, Land, Bylaws
- Gerry Sperling: Riverfront Park Chair, Golf, Finance
- Doug Kelley: Golf, Land, Recreation, Conservation Futures liaison
- Lindsey Shaw: Urban Forestry Chair, Riverfront Park, Finance, Development & Volunteer, Parks Foundation liaison

- Lee Williams: Development & Volunteer Chair, Recreation, Finance, Urban Forestry

**Motion No. 2:** Bob Anderson moved to approve the proposed 2026 Park Board committee assignments.

Doug Kelley seconded.

Motion passed with unanimous consent (8-0)

B. Special discussion items:

- 1) [2025 Communications Review](#) – Fianna Dickson / Amy Lindsey

Parks' Marketing and Communications Team consists of Fianna Dickson, Amy Lindsey, Josh Morrissey, and Regan Farmer. Also essential to the team are the City Communication Team and the DH Agency.

The Marketing and Communications team is key to Parks' growth by increasing revenue, utilization, and registrations in alignment with the department's goals. The team is also instrumental in building trust with the community by keeping them engaged and informed.

Fianna and Amy presented the multiple tactics the marketing team uses to engage community, and the results produced in 2025. The presentation ended with a brief summary of the goals and projects the team will work on in 2026.

## 8. **Committee reports:**

**Urban Forestry Tree Committee:** The March 3, 2026, meeting was canceled. – Lindsey Shaw

A. Action items: None

B. The next scheduled meeting is 4:15 p.m. March 31, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

**Land Committee:** March 4, 2026 – Greta Gilman

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

The action item presented on the consent agenda involved reroofing for a restroom at Manito Park and a shelter at Liberty Park.

A discussion item regarding an Interdepartmental Agreement with Public Works concerning green area maintenance was sent before the Finance Committee as an action item.

B. The next scheduled meeting is 3:30 p.m. April 1, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

**Recreation Committee:** The March 4, 2026, meeting was canceled. – Sally Lodato

A. Action items: None

B. The next scheduled meeting is 2:15 p.m. April 1, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

**Riverfront Park Committee:** March 9, 2026 – Gerry Sperling

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

Initial operations for the zipline were approved this week and it may be open as early as the end of June. Air rights are still being worked out with Avista.

The committee is looking at ideas around better accessibility for those with mobility issues.

The clock tower is going to be restored.

B. The next scheduled meeting is 4:30 p.m. April 6, 2026, Riverfront Park Pavilion conference room, and virtually via Webex.

**Golf Committee:** March 10, 2026 – Barb Richey

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

Golf had two booths at the golf show where \$30,000 of golf passes were sold.

All four golf courses are open and have made \$350,000 in revenue.

B. The next scheduled meeting is 8:00 a.m. April 7, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

**Finance Committee:** March 10, 2026 – Bob Anderson

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

Rich Lentz presented the 2025 year-end financials and February 2026 monthlies. There were significant revenue increases from Parks' primary revenue-generating departments in 2025.

Golf reduced the SIP loan balance by \$840,000 during the year. Additionally, they paid off the initial loan for Indian Canyon.

B. The next scheduled meeting is 3:00 p.m. April 7, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

**Development & Volunteer Committee:** March 11, 2026 – Lee Williams

A. Action items: None

A growing number of people attended yesterday's meeting as interest in volunteering is growing.

Nick Hamad gave a levy update presentation, and he and Garrett talked about project prioritization, community engagement, and fundraising, etc.

DVCAC Chair, Elizabeth Goldsmith relayed that there were there were representatives from several Friends groups present. She also noted that Friends of Riverfront Park has restarted and is planning a major event, hopefully in partnership with the relaunch and the Independence Day fireworks viewing. DVCAC will be discussing how to engage and activate the volunteers more. The CAC will also discuss the possibility of more frequent meetings and extended timeframes.

B. The next scheduled Development & Volunteer Committee meeting is 12:00 p.m. May 13, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

## 9. **Reports**

A. President: Bob Anderson

25 applications have been received for the two vacant Board positions, 18 of whom remain interested and meet residency requirement. The Park Board Nominating Committee and Parks' Executive Team will do an initial screening of these applicants to reduce the pool to a more effective interview group. Four applicants will be chosen to be forwarded to Mayor Brown, and her two selections will be forwarded to City Council for final approval.

Garrett, Jason, Bob and Barb met and discussed a retreat agenda, recommended timing, and location. They also discussed bringing departmental presentations to future Park Board meetings. These presentations will provide a view into where levy dollars are being spent.

Bob will be absent for the April meeting and Barb will sit in as President pro tem.

## B. Liaisons

### 1) Conservation Futures – Doug Kelley

The Fancher project remains on hold as there is a \$1 million difference in the two appraisals. They believe the issue has been identified and are now awaiting a final dollar amount in order to decide if they will finalize the transaction.

### 2) Parks Foundation – Barb Richey

Barb has left the Parks Foundation board and Lindsey Shaw will be replacing her as the Foundations liaison to the Park Board.

### 3) City Council – Paul Dillon

City Council meetings will move to Wednesdays at 6:00 p.m. beginning July 9<sup>th</sup>.

Council rules have been updated, allowing opportunity for early testimony at meetings.

Council has passed several ordinances relating to immigration, one of them banning staging and surveillance on City property.

Traffic calming suggestions will be taken until March 31<sup>st</sup>.

Regarding the new commercial parking tax, Council is working on a public rule which will clarify exemptions for student, employee, and residential parking.

Council is currently outlining affordable housing priorities for the year.

This is the last day of the state legislative session. The City's bill regarding the Waste-to-Energy Plant is awaiting the governor's signature.

Paul happily sponsored the Community Workforce Agreement and priority hire of which Cathy Gunderson spoke in public comment.

## C. Director: Garrett Jones – No update

## 10. **Executive session**

### A. Potential litigation – Lynden Smithson

Bob Anderson adjourned the meeting for a 15-minute executive session at 4:23 p.m. Parks staff Garrett Jones, Jason Conley, Fianna Dickson, Jonathan Moog, and Berry Ellison accompanied the Board into the session. The regular meeting was called back to order at 4:40 p.m.

11. **Correspondence:**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 4:41 p.m.

13. **Meeting dates**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. March 31, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Land Committee: 3:30 p.m. April 1, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Recreation Committee: 2:15 p.m. April 1, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Riverfront Park Committee: 4:30 p.m. April 6, 2026, Riverfront Park Pavilion conference room, and virtually via Webex

Golf Committee: 8:00 a.m. April 7, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Finance Committee: 3:00 p.m. April 7, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. May 13, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

B. Park Board: 3:30 p.m. April 9, 2026, 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



Park Board Meeting  
Public Comment  
Visitor Sign-In Sheet

**\*\*Public comments will be limited to topics on today's agenda and will be limited to three minutes per person\*\***  
**\*\*\*Please submit comments unrelated to today's agenda via email to: [spokaneparks@spokanecity.org](mailto:spokaneparks@spokanecity.org), or mail to: Spokane Park Board, 5<sup>th</sup> floor City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201, and they will be routed to the appropriate subcommittee for review.\*\*\***

Date: 3/12/2026 Name: RICK OLSON

Email: [REDACTED] Phone number: [REDACTED]

Residence Address (REQUIRED): [REDACTED]

Topic: WORKER'S MEMORIAL @ CHIEF GARRY PARK



Park Board Meeting  
Public Comment  
Visitor Sign-In Sheet

**\*\*Public comments will be limited to topics on today's agenda and will be limited to three minutes per person\*\***  
**\*\*\*Please submit comments unrelated to today's agenda via email to: [spokaneparks@spokanecity.org](mailto:spokaneparks@spokanecity.org), or mail to: Spokane Park Board, 5<sup>th</sup> floor City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201, and they will be routed to the appropriate subcommittee for review.\*\*\***

Date: 3-12-26 Name Cathy Gunderson  
Email: [REDACTED] Phone number: [REDACTED]  
Residence Address (REQUIRED): [REDACTED]  
Topic: Community Work Force Agreement



**Community Workforce Agreement Proposal  
Public Dollars, Public Investment, Public Benefit**

**We strive to participate in the growth and strengthening of our economy by:**

- Supporting the aspirations and wellbeing of *all* of our families.
- Creating opportunity for *all* of our children to work, play and stay in Spokane.
- Participating in the training of the workforce of tomorrow.
- Strengthening the promise of the "Helmets to Hardhats" strategy to provide employment for veterans.
- Ensuring equal opportunity and access for underrepresented communities seeking to develop job skills in the building trades.
- Creating and building a sustainable environment that improves the health of our families, our workforce, and our community.

**In order to take a step closer to creating this future, we propose that the City of Spokane pass an Ordinance requiring a Community Workforce Agreement (CWA) that includes the following on publicly-funded construction projects:**

- **Priority Hire:**
  - **25% Economically Distressed ZIP codes and Underrepresented Communities** (person of color, formerly incarcerated, veteran, female, Tribal member, homeless, or completed a registered pre-apprenticeship)
    - Wages and profits remain within the greater community allowing for more local investment and local spending
    - Provides a ready pool of candidates for the local workforce
    - Create equitable opportunities for those seeking to develop job skills and to ensure that our workforce reflects our whole community
- **Project Labor Agreement** to be negotiated between the awarded Contractor and the NE Washington/N Idaho Building & Construction Trades Council, that includes:
  - **Full family healthcare for all workers:**
    - Provides the underpinning for a healthy work force and healthy families.
    - Supports a robust healthcare delivery system, which is a vital part of the local economy both for workers and for business.
    - Increases access to quality healthcare which reduces costs to the public in terms of overuse of emergency room visitation, reliance on all types of public assistance, and use of the 911 system.
  - **Multi-employer retirement plan for all of workers**
    - Promotes a healthy, predictable, and orderly turnover within the workforce
    - Allows retirees to choose to stay in place and remain a vital part of our community and economy
    - Allows workers to retire with dignity



# SPOKANE ALLIANCE

*Organizing for the Common Good.*

- Lessens the demand for publicly funded services that support aging populations.
- **Establish reporting of public benefit through dashboards**
  - Supports clear communication with the public on the economic and community impact.

**CITY OF SPOKANE PARK AND RECREATION DIVISION  
FEBRUARY 2026 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - MARCH 12, 2026**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	980,701.23
MAINTENANCE & OPERATIONS	\$	473,148.77
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	104,830.95

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY		
----------------	--	--

**GOLF:**

SALARIES & WAGES	\$	131,578.01
MAINTENANCE & OPERATIONS	\$	62,578.30
CAPITAL OUTLAY	\$	1,575.00
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b><u>1,754,412.26</u></b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> March 4, 2026	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K; Objective 1	<b>Master Plan Priority Tier:</b>	First (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	Bozco Construction LLC. / 2026 Park Building Re-Roof Project (\$49,900.00 +10% administrative reserve & tax)		
<b>Begin/end dates</b>	Begins: 03/12/2026	Ends: 02/01/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>This action proposes a awarding a contract to the apparent low bidder, Bozco Construction, LLC. for the bid scope of work to remove and replace the roofing atop (2) park buildings in need of roof replacement. These buildings include:</p> <ul style="list-style-type: none"> <li>-The Manito Park Japanese Garden Pond Restroom Building Roof</li> <li>-The Liberty Park Picnic Shelter Roof</li> </ul> <p>The contract also includes a 10% administrative reserve atop the contractor's bid price, to account for unanticipated repairs which may be encountered.</p> <p>\$22,000.00 of this contract value will be funded by a reimbursable CDBG grant, intended to fund a portion of the Liberty Park Picnic Shelter roof. The remaining project cost will come from park levy funds.</p>			
<b>Motion wording:</b>			
Motion to approve Bozco Construction, LLC. contract for the 2026 Park Building Re-Roof Project in the amount of \$49,900.00 + a 10% administrative reserve & tax.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Bozco Construction, LLC.			
Name: Pete Bozin		Email address: petebozin@gmail.com	Phone: 509-499-1387
<b>Distribution:</b>			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Nick Hamad			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$27,900.00		1950-54920-94760-56504-48067	
\$22,000.00 (CDBG reimbursable)		1950-54920-94760-56504-48067	
\$4,990.00 (admin reserve)		1950-54920-94760-56504-48067	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<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 MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 603-050-025    Business license expiration date: 9/30/26		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

## Bid Response Summary

**Bid Number** IPWQ 6507-26  
**Bid Title** 2026 Park Building Re-Roof Project (Fed CDBG Funded)  
**Due Date** Monday, February 23, 2026 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Bozco Construction, LLC  
**Submitted By** bozco@q.com bozco@q.com - Monday, February 23, 2026 2:54:12 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 bozco@q.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	1. BACKGROUND	Complete removal and replacement of existing roofing, underlayment, flashing and accessories on two (2) Park Department outbuildings. The first is a small restroom building within Manito Park adjacent to the Japanese Garden and the second is a picnic shelter within Liberty Park adjacent the playground.	I agree
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Monday, February 23rd, 2026.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree

6. PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.	I acknowledge and agree
7. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree
8. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
9. FEDERAL FUNDING	This project is funded by the federal Community Development monies. Contractors are warned to take into consideration applicable federal requirements, including federal and state prevailing wages, in making their Bid and performing the work. Refer to section 10 for federal provisions.	I acknowledge and agree
10. FEDERAL & STATE PREVAILING WAGE REQUIREMENTS	This scope of work for this project is governed under Washington State prevailing wage rules under RCW 39.12 and Federal Davis Bacon rules as defined in the attachments.	I acknowledge and agree
11. DEBARMENT	The Contractor shall be 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.	I understand and I agree

<p>11. BUSINESS REGISTRATION REQUIREMENT</p>	<p>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 business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the Vendor 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.</p>	<p>I acknowledge and agree</p>
<p>MISCELLANEOUS DOCUMENTATION UPLOAD</p>	<p>Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.</p>	
<p>SECTION II. GENERAL REQUIREMENTS</p>		
<p>1. SCOPE OF WORK</p>	<p>Contractor shall be responsible for all permits, permit submittals, tools labor, materials, equipment, transport, safety measures, proper handling and disposal / recycling of all debris to complete</p>	<p>I acknowledge and agree</p>
<p>2. SCOPE OF WORK</p>	<p>• BASE BID: (2) ROOF REPLACEMENTS o Summary: Removal and replacement of existing roofing atop (2) existing park buildings, as noted below:</p>	<p>I understand and I agree</p>
<p>3. SCOPE OF WORK</p>	<p><input type="checkbox"/> Building 1: Manito Park Japanese Garden Restroom Building Roof • Address: 2011 S. Bernard Street Spokane, WA 99203 • Approximate Roof Area: +/-580 square feet. • New Roofing Type: 50-year asphalt fiberglass shingles atop new underlayment per detailed specifications below.</p>	<p>I agree and acknowledge</p>
<p>4. SCOPE OF WORK</p>	<p><input type="checkbox"/> Building 2: Liberty Park Picnic Shelter Building Roof • Address: 1550 E. Liberty Park Place Spokane, WA 99202 • Approximate Roof Area: +/-1,400 square feet. • New Roofing Type: Pre-finished metal batten seam roofing, match style to adjacent restroom building</p>	<p>I agree and acknowledge</p>

5. SCOPE OF WORK	<p>o General Information: <input type="checkbox"/> Contractor is responsible for field verifying the project scope, conditions, and dimensions of area to be re-roofed prior to submitting a quote / bid. <input type="checkbox"/> All work shall comply with all applicable local code, International Building Code (IBC) and manufacturer's written installation instructions. <input type="checkbox"/> Contractor to submit all products to be used for owner review and approval prior to commencement of work.</p>	I agree and acknowledge
6. SCOPE OF WORK	<p>o Permits <input type="checkbox"/> Contractor to secure all required permits. Contractor to include cost of permit application, permit fees, inspections, permit closeout, and miscellaneous permit coordination as a part of the project bid. <input type="checkbox"/> Contractor shall provide to owner proof of permit receipt prior to construction and passing of final inspection prior to project final completion &amp; acceptance.</p>	I agree and acknowledge
7. SCOPE OF WORK	<p>o Hazardous Materials survey and Abatement <input type="checkbox"/> Contractor to provide AHERA compliant Hazardous Materials Survey and report prior to commencement of work. <input type="checkbox"/> No abatement work to be included in project base bid. <input type="checkbox"/> Pricing for abatement to be furnished in Bid Alternate #2 – Asbestos Abatement per square foot.</p>	I agree and acknowledge
8. SCOPE OF WORK	<p>o Demolition <input type="checkbox"/> Contractor to properly remove and dispose of the existing roof system and accessories to the structural deck. <input type="checkbox"/> Dispose of all materials per all Federal, State and local guidelines. <input type="checkbox"/> Facilitate roof deck inspections as required by all applicable code and local jurisdiction.</p>	I agree and acknowledge
9. SCOPE OF WORK	<p>o Sheathing <input type="checkbox"/> Clean &amp; photo document roof deck. <input type="checkbox"/> Bring to the attention of the Owner's Representative any damage and/or deteriorated sheathing / roof deck requiring replacement. <input type="checkbox"/> Replace all dry rot including; wood decking, wood fascia, wood nailers, etc. <input type="checkbox"/> Include replacement of 10% of structural decking / sheathing in base bid price. • Any replacement required beyond 10% noted above shall be included in Bid Alternate #1 – additional roof sheathing replacement, per each. <input type="checkbox"/> Sheathing shall be 5/8" thick APA rated plywood Sheeting Exposure 1 (CDX).</p>	I agree and acknowledge
10. SCOPE OF WORK	<p>o Underlayment &amp; Ice Shield</p>	I acknowledge and agree

<p>10a. SCOPE OF WORK</p>	<p><input type="checkbox"/> Manito Park Japanese Garden Restroom</p> <ul style="list-style-type: none"> <li>• Supply and install asphalt-saturated organic felt shingle underlayment compliant with ASTM D226, Type II (No. 30 Asphalt Felt)</li> <li>o Felt shall be 'MaxFelt 30' as manufactured by Max Roofing Products or approved equal.</li> <li>• Supply &amp; install self-adhering protective ice shield along roof eave's edge, extend up the roof deck as required to ensure coverage above exterior wall of restroom building as required by code.</li> <li>o Ice barrier shall be a self-adhering polymer modified bitumen sheet, 'Winterguard Granular' membrane as manufactured by CertainTeed Corporation or approved equal.</li> </ul>	<p>I agree and acknowledge</p>
<p>10.b. SCOPE OF WORK</p>	<p><input type="checkbox"/> Liberty Park Picnic Shelter Building</p> <ul style="list-style-type: none"> <li>• Supply and install synthetic underlayment compliant with ASTM E108, 48" wide minimum.</li> <li>• Supply &amp; install self-adhering protective ice shield along roof hips per details.</li> <li>o Ice barrier shall be a self-adhering, high temperature sheet: minimum 40 mils thick, specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.</li> </ul>	<p>I understand and I agree</p>
<p>11. SCOPE OF WORK</p>	<p>o Shingles &amp; Metal Roofing</p>	<p>Yes</p>
<p>11.A. SCOPE OF WORK</p>	<p><input type="checkbox"/> Manito Park Japanese Garden Restroom</p> <ul style="list-style-type: none"> <li>• Supply &amp; install new granule surfaced asphalt shingles atop entire roof deck.</li> <li>• Shingle shall be 'Presidential Shake TL' shingles in 'aged bark color' as manufactured by CertainTeed Corporation.</li> <li>o Submit sample for owner approval prior to installation.</li> </ul>	<p>I understand and I agree</p>
<p>11.b. SCOPE OF WORK</p>	<p><input type="checkbox"/> Liberty Park Picnic Shelter Building</p> <ul style="list-style-type: none"> <li>• Prefinished batten seam roof panel and fascia to match existing style &amp; color of adjacent restroom &amp; liberty park buildings.</li> </ul>	<p>I understand and I agree</p>
<p>12. SCOPE OF WORK</p>	<p>o Venting &amp; Roof Penetrations</p> <p><input type="checkbox"/> Supply &amp; install new intake and exhaust vents in accordance with Section 1203.2 of IBC and manufacturer's written instruction.</p> <p><input type="checkbox"/> Property flash all penetrations, pipes, curbs, etc. per manufacturers guidelines.</p>	<p>I understand and I agree</p>

13. SCOPE OF WORK	o Accessories <input type="checkbox"/> Supply & install all new roof accessories (metal flashing, counterflashing, hip caps, drip edge, drain outlets, collars, fasteners, etc.)	I understand and I agree
14. SCOPE OF WORK	o Painting <input type="checkbox"/> Supply and apply 1 coat new exterior, commercial grade latex paint to wood fascia after installation of new roofing, sanding and preparing wood per paint manufacturer's written instruction prior to painting.	I understand and I agree
15. SCOPE OF WORK	o Demobilization & Cleanup <input type="checkbox"/> Remove and dispose of all construction debris and deleterious materials from project area after roof installation. <input type="checkbox"/> Repair any damage to the existing landscape, hardscape, park grounds, or structures caused by construction activity.	I understand and I agree
16. SCOPE OF WORK	o Warranty <input type="checkbox"/> Contractor shall provide a written ten (10) year warranty on all roofing installation and the manufacturer's warranty for the lifetime of the roofing product.	I understand and I agree
17. SCOPE OF WORK	<ul style="list-style-type: none"> <li>• BID ALTERNATE 1: ADDITIONAL ROOF SHEETING REPLACEMENT, PER EACH</li> <li>o Provide 'Per Each' price for the removal, disposal, supply and installation of (1) new 4' x 8' sheet of structure roof sheathing / decking.</li> <li>o Sheathing shall be 5/8" thick APA rated plywood Sheeting Exposure 1 (CDX).</li> <li>o This alternate shall be used only if is it necessary to replace sheathing / decking above and beyond the 10% of decking including in the project base bid pricing.</li> </ul>	I understand and I agree
18. SCOPE OF WORK	<ul style="list-style-type: none"> <li>• BID ALTERNATE 2: ASBESTOS ABATEMENT PER SQUARE FOOT</li> <li>o Provide square foot (sf) price for the permitting, removal disposal, monitoring &amp; complete abatement of asbestos laden materials encountered during construction activity.</li> <li>o Removal shall comply with the requirements of the Spokane Regional Clean Air Agency.</li> <li>o This alternate shall only be used if asbestos laden materials which require abatement are encountered during hazardous materials testing.</li> </ul>	I understand and I agree
19. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed to substantially complete the specified work by August 31, 2026.	I acknowledge and agree

<p>20. LIQUIDATED DAMAGES</p>	<p>If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount ZERO (\$0.0) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.</p>	<p>I acknowledge and agree</p>
<p>21. INTENT OF SPECIFICATIONS</p>	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p>	<p>I acknowledge and agree</p>
<p>22.a WASHINGTON STATE RETAIL SALES TAX</p>	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	<p>I acknowledge and agree</p>
<p>22.b WASHINGTON STATE RETAIL SALES TAX</p>	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	<p>I acknowledge and agree</p>
<p>23. PERMITS</p>	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	<p>I acknowledge and agree</p>

24. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
25. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
26. INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
26.a INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree
26.b INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 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 the Contractor's General Liability Insurance policy must be a minimum of \$2,000,000.00 in order to meet the insurance coverages required under this Agreement; and	I acknowledge and agree

<p>26.c INSURANCE</p>	<p>c. 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 or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	<p>I acknowledge and agree</p>
<p>26.d INSURANCE</p>	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	<p>I acknowledge and agree</p>
<p>27. INSURANCE</p>	<p>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) upon request by the City. 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.</p>	<p>I acknowledge and agree</p>

28. PERFORMANCE BONDS

The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.

I acknowledge and agree

29. RETAINAGE

Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:

I acknowledge and I agree

<p>30. RETAINAGE</p>	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&amp;I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor &amp; Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	<p>I acknowledge and I agree</p>
<p>31. Proprietary Information</p>	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	<p>I understand and I agree</p>
<p>32. Bid Protest</p>	<p>Pursuant to SMC 07.06.155</p>	<p>I understand and I agree</p>
Empty row for signature		

33. Bidder  
Responsibility Criteria  
(Supplemental)

A bidder will be deemed not responsible if:  
A. the bidder does not meet the mandatory bidder responsibility criteria in SMC7.06.500 and RCW 39.04.350(1), as amended; or B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision. As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty-four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility. The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative. If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is

I understand and I  
agree

therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

SECTION III. TECHNICAL REQUIREMENTS		
Section A - General	Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.	I understand and I agree
2	If you do not agree with anything listed in the information listed above - please list that information here.	
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid 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 submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	BOZCOCL905PL

CONTRACTOR RESPONSIBILITY	U.B.I. Number	603050025
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	38847800-7
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	603050025
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	BOZCOCL905PL
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&'s Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	0
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contractor request 10% retainage in lieu of bond?	Yes
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Bozco Construction, LLC 12123 N. Freya St. Mead, WA 99021 peteb@bozcocllc.com 509-499-1387
MISCELLANEOUS	Individuals name and email address who is authorized to sign contract	petebozin@gmail.com
BID BOND	Fill out the Bid Bond, located in the Documents Tab in ProcureWare and upload it here	Scan2026-02-23_144438.pdf

SUBCONTRACTORS	Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here	Scan2026-02-23_143216.pdf
TERMS & CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1.	Remove & replace existing roofing atop two (2) existing park buildings (Lump Sum)	Base	JB	1.00	\$49,900.00	\$49,900.00	Forty Nine Thousand Nine hundred
	1.	Bid Alternate 1: Additional roof sheeting replacement, per each	Option	ea	1.00	\$100.00		One hundred
	2.	Bid Alternate 2: Asbestos abatement per square foot, per each	Option	sq	1.00	\$75.00		Seventy Five
<b>Total Base Bid</b>						<b>\$49,900.00</b>		

**BID BOND**  
(Percentage)

Bond No. 67785654

KNOW ALL PERSONS BY THESE PRESENTS, That we Bozco Construction LLC  
of P. O. Box 662, Mead, WA 99021

\_\_\_\_\_, hereinafter referred to as the Principal, and  
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of City of Spokane Parks & Recreation

~~of~~ \_\_\_\_\_, hereinafter referred to as the Obligee, in the amount of

Five Percent of the Amount Bid  
( 5% ), for the payment of which we bind ourselves, our legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for \_\_\_\_\_  
City of Spokane Parks & Recreation Project IPWQ #6500-26

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 23rd day of February, 2026.

Principal

Bozco Construction LLC

BY: Pete S. Bosin

Surety

WESTERN SURETY COMPANY

BY: [Signature]

Damien J Ramirez, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67785654

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Damien J Ramirez

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bozco Construction LLC

Obligee: City of City of Spokane Parks & Recreation

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67785654 is not issued on or before midnight of May 26th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

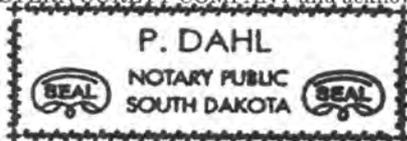
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 26th day of February, 2026.

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

On this 26th day of February, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



P. Dahl  
Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

**SUBCONTRACTOR LIST**

**PROJECT NAME:** 2026 Park Building Re-Roof

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

**CONTRACTOR/SUPPLIER** Bozco Const. LLC

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



< Business Lookup

**License Information:**

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

**Entity name:** BOZCO CONSTRUCTION, LLC

**Business name:** BOZCO CONSTRUCTION, LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 603-050-025

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 12123 N FREYA ST  
MEAD WA 99021-5103

**Mailing address:** 12123 N FREYA ST  
MEAD WA 99021-5103

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Sep-30-2026	Aug-07-2020
Spokane Valley General Business - Non-Resident				Active	Dec-31-2025	Dec-18-2024

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
BOZIN, PETE	

**Registered Trade Names**

Registered trade names	Status	First issued
BOZCO CONSTRUCTION	Active	Sep-24-2010
BOZCO CONSTRUCTION, LLC	Active	Aug-07-2020

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/4/2026 9:40:21 AM



**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park	<b>Committee meeting date:</b> March 9, 2026	
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> (509) 625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Pavilion Rental Agreement with Spokane Sports Commission		
<b>Begin/end dates</b>	Begins: 02/01/2026	Ends: 07/20/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Spokane Sports Commission desires to host two FIFA World Cup Fan Zones at the Gesa Pavilion as ticketed events on June 19 and July 19 2026. As part of the AXS ticketing agreement, Riverfront will provide the ticketing for the events. Revenue collected from ticketing is required to be remitted back to Spokane Sports Commission. The maximum payable amount of \$200K is determined by maximum venue capacity and ticket price. Riverfront Park will receive \$20,400 for cost of the rental. Approval of this agreement permits the event to be hosted and enables collected ticket revenue to be paid to Spokane Sports Commission.			
<b>Motion wording:</b> Approve the Pavilion Rental Agreement with Spokane Sports Commission			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Sports Commission Name: Ashley Blake    Email address: ashley@spokanesports.org    Phone: 607-279-9067			
<b>Distribution:</b> Parks – Accounting    alindsey@spokanecity.org Parks – Sarah Deatrich    mrussell@spokanecity.org Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$200,000    Budget code: 1400-54341-76901-54201			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b> <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 MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601-816-605    Business license expiration date: 9/20/26 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**PAVILION RENTAL AGREEMENT**  
**WITH AXS TICKET PAYMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **SPOKANE REGIONAL SPORTS COMMISSION**, a non-profit organization, whose address is 201 West North River Drive, Suite 130, Spokane, Washington 99201, as (“Licensee”), individually hereafter referenced as a “Party”, and together as the “Parties”.

For good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **PERFORMANCE.**

The City will provide use of the Riverfront Park Pavilion Amphitheater for the FIFA World Cup Fan Zone – World Cup Viewing Parties taking place on two separate dates, June 19, 2026, and July 19, 2026, in accordance with the Riverfront Park Use Agreement attached as Exhibit B. Per the terms of Exhibit B, Licensee shall pay a total of **\$20,400.00** for Pavilion, Clock Tower Meadow, and fencing rental as more specifically itemized in Exhibit B. The Licensee will be using the entire Pavilion for viewing party and will include beer/alcohol under a Washington State Special Occasion License sales via Levy or Red Redrock Catering. Event will include usage of Clock Tower Meadow for food trucks and other vendors.

2. **CONTRACT TERMS.** The Contract shall begin February 1, 2026, and run through July 20, 2026, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. **COMPENSATION.** The City Shall pay Licensee the amount City receives for attendee tickets sold for the Pavilion Viewing Parties at \$20.00 per ticket up to a maximum amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for the 5000-attendee capacity Pavilion space**, plus applicable tax. The Licensee shall pay all expenses and applicable tax prior to the City remitting proceeds from sale of tickets to Event.

4. **PAYMENT.** The Licensee 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 forty-five (45) days after the City provides written notice of receipt and acceptance of the Licensee's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Licensee and pay that portion of the invoice not in dispute. In that event, the Parties shall immediately make every effort to settle the disputed amount without judicial intervention.

5. TAXES. The Licensee understands all paid admission events held at the Premises are subject to admission taxes per Spokane Municipal Code 08.03.020 unless evidence of 501(c)(3) tax-exempt status is furnished to the City thereby rendering the limited admission tax exemption set forth in SMC 08.03.020(5) applicable to this contract.

6. COMPLIANCE WITH LAWS. Each Party shall comply with all applicable federal, state, and local laws and regulations regarding the terms of this Agreement.

7. ASSIGNMENTS. This Agreement 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.

8. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

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

10. TERMINATION. Either Party may terminate this Agreement by thirty (30) days written notice to the other Party. In the event of such termination by the City, the City shall refund the total amount paid to the City by the Licensee.

11. INSURANCE. During the term of the Agreement, the Licensee shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the services to be provided under this Agreement;

i. Acceptable supplementary Umbrella insurance coverage, combined with the Licensee's General Liability insurance policy must be a *minimum* of \$2,000,000, in order to meet the insurance coverages required under this Agreement;

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Licensee or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Licensee shall furnish acceptable Certificates of Insurance (COI) upon request by the City. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Licensee'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 Licensee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. INDEMNIFICATION. The Licensee shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, that arise out of the performance of this Agreement, except for events, injuries, and damages caused by the negligence of the City.

13. DEBARMENT AND SUSPENSION. The Licensee certifies that it is in compliance with and shall not contract under the terms of this Agreement with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

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

16. 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 Licensee shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Licensee 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. AUDIT / RECORDS. The Licensee and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Licensee 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 Agreement, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, the City will maintain the confidentiality of Licensee's materials and information only to the extent that it is legally allowed in the State of Washington. The 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 receives a valid public records request for Licensee's materials or information and the City determines there are exemptions only the Licensee can assert, City will endeavor to give Licensee prompt notice. Licensee, at its own expense, will be required to go seek an injunction preventing the release of the requested records. In the event that Licensee 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. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

**SPOKANE REGIONAL SPORTS COMMISSION**

**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 – Riverfront Park Use Agreement Reservation Contract

26-010b

**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.

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

## EXHIBIT B

## RIVERFRONT PARK USE AGREEMENT

THIS AGREEMENT is entered into on February 1, 2026, between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as (“City”), and Spokane Sports, as (“Licensee”), whose principal place of business is located at 201 W. North River Dr. Suite 130, Spokane, WA 99201. The City and Licensee are herein collectively referred to as “the Parties” to this Agreement. This Agreement, along with the Attachments hereto which are incorporated by reference, comprises the complete agreement between the Parties. Based on mutual assent and valuable consideration—the sufficiency of which is expressly agreed to by the Parties—the Parties agree as follows:

1. **EVENT.** The event is described as follows *FIFA Fan Zone* and shall be referred hereafter as “the Event.”

The FIFA World Cup Fan Zone will be two World Cup viewing parties taking place inside of the Pavilion Amphitheater on two separate dates: June 19, 2026, and July 19, 2026. Admission is open to the public and ticketed for both dates. Event will use the entire Pavilion for viewing party and will include beer/alcohol sales via Levy or Red Rock Catering. Event will include usage of Clock Tower Meadow for food trucks and other vendors. Event will rent video equipment from outside vendor at its discretion.

2. **PREMISES.** The City grants the Licensee a non-exclusive revocable license to use specific area(s) and facilities (“Premises”) of Riverfront Park located at 507 North Howard Street, Spokane, Washington, for the above-identified Event. The premises are highlighted on the attached Exhibit “B” Premises Use Map and referred to as *Clock Tower Meadow, Entire Pavilion*.

3. USED DATE(S).			
Date	Time	Room	Usage
6/19/2026	All Day	Clock Tower Meadow	
	All Day	Entire Pavilion	
7/19/2026	All Day	Clock Tower Meadow	
	All Day	Entire Pavilion	

4. RENTAL FEES.						
Date	Time	Room	Usage	Price	Discount	Subtotal
6/19/2026	All Day	Clock Tower Meadow		\$1,500.00	\$300.00	\$1,200.00
7/19/2026	All Day	Clock Tower Meadow		\$1,500.00	\$300.00	\$1,200.00
6/19/2026	All Day	Entire Pavilion		\$9,075.00	\$1,815.00	\$7,260.00
7/19/2026	All Day	Entire Pavilion		\$9,075.00	\$1,815.00	\$7,260.00
<b>Subtotal</b>						\$21,150.00
Discounts						\$4,230.00
Tax						\$0.00
<b>Rental Total</b>						<b>\$16,920.00</b>

<b>5. EVENT FEES.</b>					
<b>Events</b>					
<b>Time</b>	<b>Item/Title</b>	<b>Qty/Price</b>	<b>Subtotal</b>	<b>Discounts</b>	<b>Total</b>
	6' Construction Fence	116 Each @15.00/Each	\$1,740.00	\$0.00	\$1,740.00
	6' Construction Fence	116 Each@15.00/Each	\$1,740.00	\$0.00	\$1,740.00
					<b>Department Totals</b>
			<b>Department</b>	<b>Subtotal</b>	<b>Discounts</b>
			Events	\$3,480.00	\$0.00
					<b>Discount Subtotal</b>
					\$3,480.00
					<b>Totals</b>
<b>Event Charges</b>					<b>\$24,630.00</b>
Less Discounts					\$4,230.00
<b>Subtotal</b>					<b>\$20,400.00</b>
<b>TOTAL</b>					<b>\$20,400.00</b>

6. TAXES. The Licensee understands all paid admission events held at the Premises are subject to city and state admission taxes. The Licensee agrees to pay these and all other taxes imposed in connection with its Event.

7. SECURITY DEPOSIT. The Licensee shall pay a refundable security deposit of 25% to the City of: **\$5,100.00** for the use of the Premises, payable by **01/27/2026** via certified check or other form acceptable to the City within sixty (60) days from event. The deposit shall be held by the City, without interest accruing, as a security deposit to secure full performance of the Licensee's obligations under this Agreement, including payment of use fees against potential damages to the Premises, incidental expenses, and liquidated damages, as appropriate. Event fees and charges must be paid in full prior to the event. If full payment is not received by the Event date, the Event may be subject to cancellation. In accordance with SMC 08.02.043, a fifteen-dollar (\$15) penalty will be applied if payment is not received by the due date, along with an annual interest rate of twelve percent (12%) on any outstanding balance.

8. LIQUIDATED DAMAGES. If the Licensee cancels the event, or if the City reasonably deems itself insecure because of the Licensee's apparent or actual inability to perform the Agreement as fully promised, the City may declare a default, and the Licensee shall pay to the City of Spokane, a sum of **\$20,400.00** as liquidated damages for the loss of use fees. The City may apply the security deposit (if applicable) against the above sums. The Parties agree that the damages, for the City's loss of use fees are difficult to ascertain or predict. Thus, the above set forth amount of liquidated damages is a reasonable estimate of the damages which would actually be suffered by the City for the loss of use fees. This remedy is in addition to all other remedies available in contract or law.

9. MINIMUM SUPPORT PERSONNEL. The Licensee agrees to employ at its sole expense, liability, and discretion the minimum security, admission, and support personnel as reasonably necessary to assure the safety of the participants, patrons, and Premises.

10. NOTIFICATION TO PARTICIPANTS OR PARENTS OR GUARDIANS OF MINOR PARTICIPANTS. The Licensee is required by this Agreement to provide minors and parents of minors with notice that Licensee is not part of the City, is not an agent of the City, and is, other than by the express terms of this Agreement, not in any way affiliated with the City. The activities and services offered by Licensee are not the activities or services

of the City.

11. FOOD AND BEVERAGE EXCLUSIVITY. Levy Premium Foodservice is the exclusive service provider for concession food and beverage operations, alcohol sales and service and catering at the Gesa Pavilion, Loeff Carrousel and Numerica Skate Ribbon and SkyRide. Licensee and Licensee vendors will follow City's process and procedure for procuring and selling City's exclusive beverage partner products, which will be provided by Swire Coca-Cola. The exceptions are juice made from fresh squeezed fruit and fresh drip coffee & tea. A 10% commission on food and beverage sales—excluding tax, tips, and administrative fees—applies to vendors operating in non-exclusive event areas. Vendors are required to hold a current contract with Riverfront Spokane, maintain a City of Spokane business license, carry appropriate insurance, and obtain all necessary health permits. Sales reports must be submitted within seven days of each event, with commission payments due within fourteen days of invoicing.

12. CONCESSION. Levy Premium Foodservice shall be the exclusive service provider for all concessions, catering and alcohol services within the Gesa Pavilion, Loeff Carrousel, Numerica Skate Ribbon.

13. TICKETING.

A. Ticketing Sales Rights. City and AXS shall serve as the sole and exclusive provider of primary and resale ticketing software sales and services with respect to all events, free or paid, at Riverfront Park and associated Venues. AXS shall have the sole and exclusive right to sell all tickets via any means in connection with the Event. In connection with the sale, resale, or issuance of tickets, Licensee will not endorse, support, integrate with, promote, receive revenue or any other compensation from or authorize the use of, any third-party internet sign related to the sale of tickets, ticketing company, or software system related to the sale of tickets for Event. Service fees will apply per City of Spokane – AXS Ticketing master service agreement and will be outlined in the associated Use Agreement fees.

B. Ticket Proceeds. AXS shall collect all proceeds from the sale of tickets to Events make on AXS channels via AXS's merchant accounts and deposit all such proceeds, including any applicable sales taxes, into an account managed by AXS, and shall be entitled to deduct any credit card processing fees or other fees due to AXS from Event Organizer/Licensee prior to disbursing the Client Fee and the remaining net ticket proceeds. AXS will provide City/Licensee with access to reports summarizing all applicable account activity.

14. EVENT RESPONSIBILITIES.

A. The Licensee is solely responsible for planning, organizing, promoting, and implementing all aspects of the Event on the Premises.

B. The Licensee shall comply with all federal, state and local laws, including the rules and regulations of the City of Spokane Parks and Recreation Department.

C. The Licensee agrees to comply with the Terms and Conditions for all Public and Private Special Uses as outlined in the attached Exhibit "A" for current Riverfront Park Special Use Information.

D. The Licensee shall provide necessary facility infrastructure equipment and/or services such as: tables, benches, fencing, staging, sound and lights, health and safety mandated equipment or services, canopies, alternative power sources installed by a certified electrician, portable restrooms, security and other to be determined event logistics. Licensee is solely responsible for ensuring that all equipment and infrastructure is in good working condition and utilizing the equipment in a safe manner, as per oral or written instructions provided by the manufacturer

E. The Licensee shall comply with all City-approved methods of securing temporary event structures and equipment.

F. The Licensee and the City each have the right to hang and/or display mutually agreed upon sponsorship logos, signs, banners and other promotional materials on the Premises in mutually agreeable locations.

G. To the extent the Licensee elects to utilize its own overnight and Event security on the Premises, the Licensee is solely responsible for these costs.

H. Licensee food vendors shall sell exclusively Swire Coca-Cola branded products procured from City as sole source supplier per Riverfront Park Terms of Use.

I. The City shall insure that existing electrical outlets are operational and functional on the Premises. The Licensee will not be charged for electrical use. To the extent the Licensee elects to utilize electrical support greater than that provided by the City through its existing electrical outlets on the Premises, the Licensee is solely responsible for any and all additional electrical support costs.

J. The Licensee will provide the City with a site map showing the exact location of all event elements 7 days prior to move in. The Licensee and City will mutually agree on the final site layout 7 days prior to the Event.

K. The City and Licensee will exchange contact information to be used during event dates to insure compliance with the terms of this Agreement.

15. CARE OF THE PREMISES. Licensee has inspected the Premises, accepted its condition, and agreed that there are no repairs, changes, or modifications to be made to the Premises by the City to accommodate Licensee's intended use of the Premises. Licensee accepts the Premises "as is," subject to all existing liens, encumbrances and other matters of record and all zoning and building regulations which affect the Premises. Licensee acknowledges that the City, its agents, officers, or employees have not made any representations or warranty with respect to the Premises or the suitability for Licensee's intended use and that no representations or warranty have been made as to the state of construction or repair of the Premises. Licensee shall not cause or permit anything to be done to injure, mark, or in any manner deface the Premises or any equipment located on the Premises as within Licensee's reasonable control. Licensee shall keep the Premises and facilities reasonably clean and safe from damage. In the event of damage to the Premises or equipment, the Licensee shall pay to the City, on demand, the reasonable sums needed to fully restore the Premises or equipment, or repair the damage. The damage shall include crowd damage as a result of failure to maintain order, and / or failure to have a sufficient security force in place necessary to maintain order.

16. LIABILITY. Licensee shall indemnify, defend, and hold the City and the City's lessees of the Premises harmless from all claims arising from Licensee's use of the Premises or the conduct of Licensee's activities, or from any activity, work or thing done, permitted or suffered by Licensee in or about the Premises. Licensee shall further indemnify, defend, and hold the City harmless from all claims, liabilities, costs, attorneys' fees and expenses arising from any breach or default in the performance of any obligation to be performed by Licensee under the terms of this License Agreement, or arising from any act or omission of Licensee or of its agents, employees, or invitees. Licensee specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by Licensee's own employees against the City and, solely for the purpose of this indemnification and defense, Licensee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Licensee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. In case any action or proceeding is brought against the City by reason of any claim related to this Agreement, Licensee, upon notice from the City,

shall defend the same at Licensee's expense, by counsel approved in writing by the City, except in the event of injuries or damages caused by the sole negligence of the City. Licensee, as a material part of the consideration to the City, hereby assumes all risk of and waives any claims Licensee might have in respect to the damage to property or injury to persons in, upon or about the Premises from any cause whatsoever, except that which is caused by the City's sole negligence.

Neither the City nor any officer, agent or employee of the City will be liable to Licensee, or its partners, directors, officers, contractors, agents, employees, guests, invitees, or licensees, for any loss, injury, or damage to Licensee or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless solely caused by or solely resulting from the sole negligence or willful misconduct of the City or its employees in the operation or maintenance of the Premises without contributory negligence on the part of the Licensee or any of its licensees, or its or their employees, agents, or contractors, or any other lessees or occupants of the Premises. Furthermore, neither the City, nor any officer, agent or employee of the City will be liable (i) for any such damage caused by other lessees or persons in or about the Premises or caused by quasi-public work; or (ii) for consequential damages arising out of any loss of the use of the Premises or any equipment or facilities therein, by Licensee or any persons claiming through or under Licensee. The indemnity and agreement to defend and hold the City harmless provided for in this section pursuant to this Agreement shall survive any termination or expiration of this Agreement.

Licensee shall require each participant, or the parent/guardian of a minor participant, to execute a waiver indemnifying, releasing, and holding harmless the Licensee and the City from any and all claims arising from any loss, liability, damage, death or injury to any person or property, from any act or omission of the Licensee and the City, their officers, elected officials, employees, agents, participants or subcontractors arising directly or indirectly as a result of the activities and services provided by the Licensee and the City.

17. **INSURANCE.** During the period of the Agreement, the Licensee 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, 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. (Include verbiage if no Worker's Comp: **The Licensee states they are a sole proprietor or partnership with 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 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 Licensee's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Licensee's General Liability insurance policy must be a minimum of \$2,000,000, 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 Licensee or its insurer(s) to the City. As evidence of

the insurance coverage(s) required by this Agreement, the Licensee shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Licensee’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 Licensee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

19. AGREEMENT SUSPENDED. In the event of impossibility or impracticality of the event/activity because the Premises or any part is destroyed or damaged or rendered unfit for occupancy or in case of emergency or strike, this Agreement shall at the option of the City be suspended and the City shall return to the Licensee any advance payment without further liability or obligation. The Licensee waives all rights of actions against the City for loss of use of the Premises, including consequential losses, due to fire or other hazards, however caused.

20. ASSIGNMENT. This Agreement is not assignable without prior written approval of the City, which shall not be unreasonably withheld.

21. SEVERABILITY / NON-WAIVER. The illegality or unenforceability of any of the provisions of this Agreement shall not render the remainder unenforceable. Waiver by the City of any provision of this Agreement in any specific circumstance shall not be deemed a waiver in any subsequent circumstance.

22. FORCE MAJEURE EVENT. In the event either Party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such Party and the other Party shall have no right to seek damages or terminate this Agreement. As used herein, the term “Force Majeure Event” shall mean the occurrence of an event outside the reasonable control of the applicable Party such as an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; pandemic; substantial interruption in, or substantial delay or failure of, technical facilities; artist illness, incapacity or death; accident; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

23. CANCELLATION. A refund of the Venue Deposit shall be made only if (a) Licensee is not in default under and has otherwise complied with the terms and conditions of, the Use Agreement and (b) written notice of the cancellation is received by Riverfront Park at least sixty (60) days prior to the actual date of the event. Cancellations received fifty-nine (59) days or less prior to the actual date of the event shall result in the forfeiture of the Venue Deposit paid, and in the event that payment of the Venue Deposit has not yet been made to Riverfront Park, the Venue Deposit shall nonetheless be immediately due and payable to Riverfront Park. Cancellations due to smoke: Riverfront Park will allow for venue rental cancellations with a full refund if the air quality index is in the Unhealthy – Hazardous (151 - 500) range.

24. CONTRACT DOCUMENTS. This Agreement, with attachments including but not limited to provisions in Exhibit “A” (Riverfront Park Terms and Conditions for All Public and Private Special Uses), comprises the complete understanding between the Parties. To the extent terms vary or are in conflict between this document and Exhibit A, the terms of this agreement govern.

**LICENSEE: SPOKANE SPORTS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jonathan Moog  
Riverfront Park Director

By: \_\_\_\_\_  
Garrett Jones  
Parks and Recreation Director

Attest

Approved as to form

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Attachments which are a part of this Agreement:

Exhibit "A" - Terms and Conditions for all Public and Private Special Uses

Exhibit "B" - Clock Tower Meadow, Entire Pavilion Site Map

**EXHIBIT A**  
**TERMS AND CONDITIONS FOR RIVERFRONT PARK PUBLIC AND PRIVATE EVENTS**

This statement of Terms and Conditions relates to the non-exclusive revocable license to use specific area(s) and facilities ("Premises") of Riverfront Park located at 507 North Howard Street, Spokane, Washington, for the subject event between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as "City," and the party identified on the associated Riverfront Park Use Agreement or Group Reservation Contract, hereinafter referred to as "Licensee." To the extent terms vary or are in conflict between this document and the Riverfront Park Use Agreement, if applicable, the terms of the Riverfront Park Use Agreement shall govern.

**EVENTS IN RIVERFRONT PARK**

These Terms and Conditions apply to all special uses which are staged within the boundaries of Riverfront Park, or have impact upon its property and/or facilities. It is the sole responsibility of Licensee to ensure participants have knowledge of and are in compliance with the following Terms and Conditions.

**LAWS, RULES, & REGULATIONS**

Licensee may use the Premises during such times and for the purposes set forth in the associated Use Agreement or Group Reservation Contract and at no other time and for no other purpose without the City's prior written consent. Licensee shall comply with all Laws applicable to Licensee, the Premises, this License Agreement and Licensee's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term "Laws" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Licensee, the Premises, this License Agreement, and/or Licensee's obligations under this License Agreement. If any governmental license or permit is required or desirable for the proper and lawful conduct of Licensee's activities in or on the Premises, or if the failure to secure such a license or permit might in any way affect the City, then Licensee, at Licensee's sole cost and expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by the City. Licensee, at Licensee's sole cost and expense, shall at all times comply with the requirements of each such license or permit.

**CONDITION OF PREMISES**

Licensee has inspected the Premises, accepts its condition and agrees that there are no repairs, changes, or modifications to be made to the Premises by the City to accommodate Licensee's intended use of the Premises. Licensee accepts the Premises "as is," subject to all existing liens, encumbrances and other matters of record and all zoning and building regulations which affect the

Premises. Licensee acknowledges that the City its agents, officers or employees have not made any representations or warranty with respect to the Premises or the suitability for Licensee's intended use and that no representations or warranty have been made as to the state of construction or repair of the Premises.

**SITE PLAN**

Depending on the nature of the event, a site plan may be required. If an activity interferes with normal park operations or requires special arrangements, including, but not limited to additional power, potable water, fencing, vendor information booths, tents, canopies, stages, air inflated balloon or characters, first-aid stations, lost & found areas, portable rest rooms, vehicles on site, temporary concession booths, beverage gardens and/or temporary reduction of irrigation park grounds, or additional on-site signs or banners, a site plan will be required. All canopies, tents, inflatables and other similar structures MUST be secured by weights. NO STAKES ALLOWED. A site plan must show the locations of all elements of the activity. This plan may need the approval of other city and county departments and/or agencies. The City always retains the right to alter site plans if, in the opinion of park management, certain grounds/facility conditions cannot support the special use as planned or if the set up interferes with normal park operations.

**RUNS, WALKS, AND RACES**

The City reserves the right to change the routes of runs/walks/races if, at the discretion of the City, the route interferes with normal park operations, raises public safety concerns or the turf conditions cannot support the event. Participants must stay on pathways in the park. The City encourages the use of cones, free standing signage, and volunteers to make sure participants stay on course. Signs are not allowed to be nailed, stapled, or bungee corded to trees, buildings, light poles, or road signs, and/or stakes driven into the ground, and/or the marking of any pavement or hard surface. Any marking used to designate the route must be removed at the conclusion of the event.

**VEHICLES IN THE PARK**

Private vehicles are not allowed in Riverfront Park without a valid vehicle permit. Vehicle permits may be obtained by contacting your event manager. All vehicles related to an event must have a vehicle permit displayed in the front window when on park property. There is a fee for vehicle permits. Proof of insurance may be requested before vehicle permits are issued. Vehicles may not remain on Riverfront Park grounds during an event unless stated on an approved facility use agreement and vehicle permit. To remain on site a vehicle must: 1) have a vehicle permit in front window; 2) be shown on the site plan; and 3) must not interfere with normal park operations. A \$25.00 fee

will be issued to vehicles found on park grounds without proper vehicle permits or if the vehicle is located in an unauthorized location. Vehicles may also be impounded at the owner's expense. All damages to park grounds or facilities that have been caused by vehicles will be billed directly to Licensee.

#### **INSURANCE REQUIREMENTS**

For public events and private events with over 200 attendees, a Certificate of Insurance (COI) will be required before a final permit is approved. Licensee is required to provide a COI which shows \$1 million in commercial general liability insurance and a policy endorsement which names the City of Spokane (808 W. Spokane Falls Blvd., Spokane, WA 99201) as additional insured.

#### **ALCOHOL POLICY**

The consumption of alcoholic beverages is not permitted in Riverfront Park unless the licensee is granted a proper permit through the Washington State Liquor and Cannabis Board (WSLCB). If plans include the sale or consumption of alcohol, permission must be granted by the Parks Director or Director's designee. Special conditions in which the licensee must adhere to in order to allow alcohol use: 1) arrangements to contract with Park Security must be made. The number of security personnel for each event will be determined by park management based on number attending; 2) all areas where alcohol is being consumed must be enclosed by walls or fencing; and 3) all attendees consuming alcohol must remain in designated secured areas. Non-compliance of any of the above conditions or associated conditions required by the WSLCB will be cause for immediate permit revocation and closure of the function.

#### **TOBACCO-FREE PARK ZONES POLICY**

In September 2009, the Spokane Parks and Recreation Board established a Tobacco-Free Zones policy for Spokane Parks and Recreation Areas and Facilities. This policy requires that tobacco-free zones be established at large public events conducted in Parks and Recreation areas and/or facilities. Rules of procedure include, but are not limited to the following: 1) tobacco-free zones areas are established where children recreate such as playgrounds, swimming pools, splash pads, picnic shelters, park restrooms, skate parks, formal gardens, etc.; 2) a current list of community events where tobacco use will be restricted is available through the Riverfront Park Special Events coordinator (other events may be added as appropriate); 3) the Spokane Parks and Recreation Department will provide and install standardized tobacco-free zone signs when required; 4) temporary event signage will be the responsibility of the event licensee; 5) the promotion of tobacco based products is prohibited at all park properties and events conducted on park property; 6) each and every request for an event permit will require a review of the Tobacco policy with the user group; and 7) enforcement of this policy will be self-directed and by peer

pressure influence. Voluntary compliance will be encouraged through signage, educational material and public information releases. The entire Tobacco-Free Zone Policy is available through the Riverfront Park events office.

#### **GARBAGE, WASTE WATER, GARBAGE DISPOSAL**

Site plans must include plans for the disposal of excess garbage or other waste directly related to the event. Storm drains, man holes, restrooms, grass/shrubbery or the river are not to be used for this disposal. Proper disposal methods will be strictly enforced. Licensee will be charged for disposal of waste or any damage which occurs as a result of improper disposal.

#### **PERSONNEL AND EQUIPMENT**

Depending on the nature of the event, extra services, including security personnel or additional equipment may be required. The cost will be paid by the licensee. All extra services must be requested no later than 21 working days prior to the event. If available, extra services/equipment requested less than 10 days prior to the event will be charged at twice the regular rate.

#### **RESTROOMS**

While many areas of Riverfront Park are equipped with restroom facilities, these may not be adequate for large events. The County Health Department advises to have one (1) portable restroom for every 250 people. The number and location of portable restrooms will be determined by the Park's Event Manager. Five percent (5%) of all portable rest rooms must be ADA approved. Licensee is solely responsible for the expense of portable restroom(s).

#### **MUSIC/PUBLIC ADDRESS SYSTEMS/NOISE ORDINANCE**

P.A. systems cannot be used after 10:00 p.m. unless a variance has been granted by the City of Spokane Code Enforcement office. The City retains the right to control the P.A. volume. When music or a public address system is necessary for a special use activity, manager approval is necessary and the licensee is responsible to: 1) get proper approval from the Park and City of Spokane Code Enforcement office; 2) use professional audio I stage technicians; 3) adhere to "start/end" times; 4) ensure the use of approved staging; 5) provide all extra services and equipment as necessary; and 6) inappropriate language or actions may result in the privilege being revoked.

#### **PUBLIC ACCESS/GREEN SPACE**

It is the desire of the City to maintain free public access to Riverfront Park facilities and grounds. However, under certain circumstances, restricting public access to park facilities and areas may be allowed. It is the licensee's responsibility to provide appropriate signs directing the public to alternate pathways away from any limited access areas. Spokane Parks and Recreation Department desires to maintain all city parks as open green spaces. To

accomplish this, Riverfront Park may have limited scheduling to allow time for re-seeding, watering and growing time. Scheduling shall reflect a policy to minimize impact and maximize renovation and growing time.

#### **NONDISCRIMINATION**

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

#### **DAMAGES**

Licensee shall not cause or permit anything to be done to injure, mark, or in any manner deface the Premises or any equipment located on the Premises. Licensee shall keep the Premises and facilities clean and safe from damage. In the event of damage to the Premises or equipment, the Licensee shall pay to the City, on demand, the sums needed to fully restore the Premises or equipment, or repair the damage. The damage shall include crowd damage as a result of failure to maintain order, and / or failure to have a sufficient security force in place necessary to maintain order.

#### **AGREEMENT SUSPENDED**

In the event of impossibility or impracticality of the event/activity because the Premises or any part is destroyed or damaged or rendered unfit for occupancy or in case of emergency or strike, this Agreement shall at the option of the City be suspended and the City shall return to the Licensee any advance payment without further liability or obligation. The Licensee waives all rights of actions against the City for loss of use of the Premises, including consequential losses, due to fire or other hazards, however caused.

#### **APPEALS**

All restrictions, conditions and fees, or the denial of a permit may be appealed to the Riverfront Park Director or designee. Appeals must be at least thirty (30) days in advance of the activity and must be in writing. The name, address and phone number of the applicant; name of the activity, a description of the proposed activity, date of the requested usage and the nature of the appeal must all be on the appeal request. Your park representative will make every attempt to be in contact with you within 10 working days with the results of the appeals process.

#### **AGREEMENT SUSPENDED.**

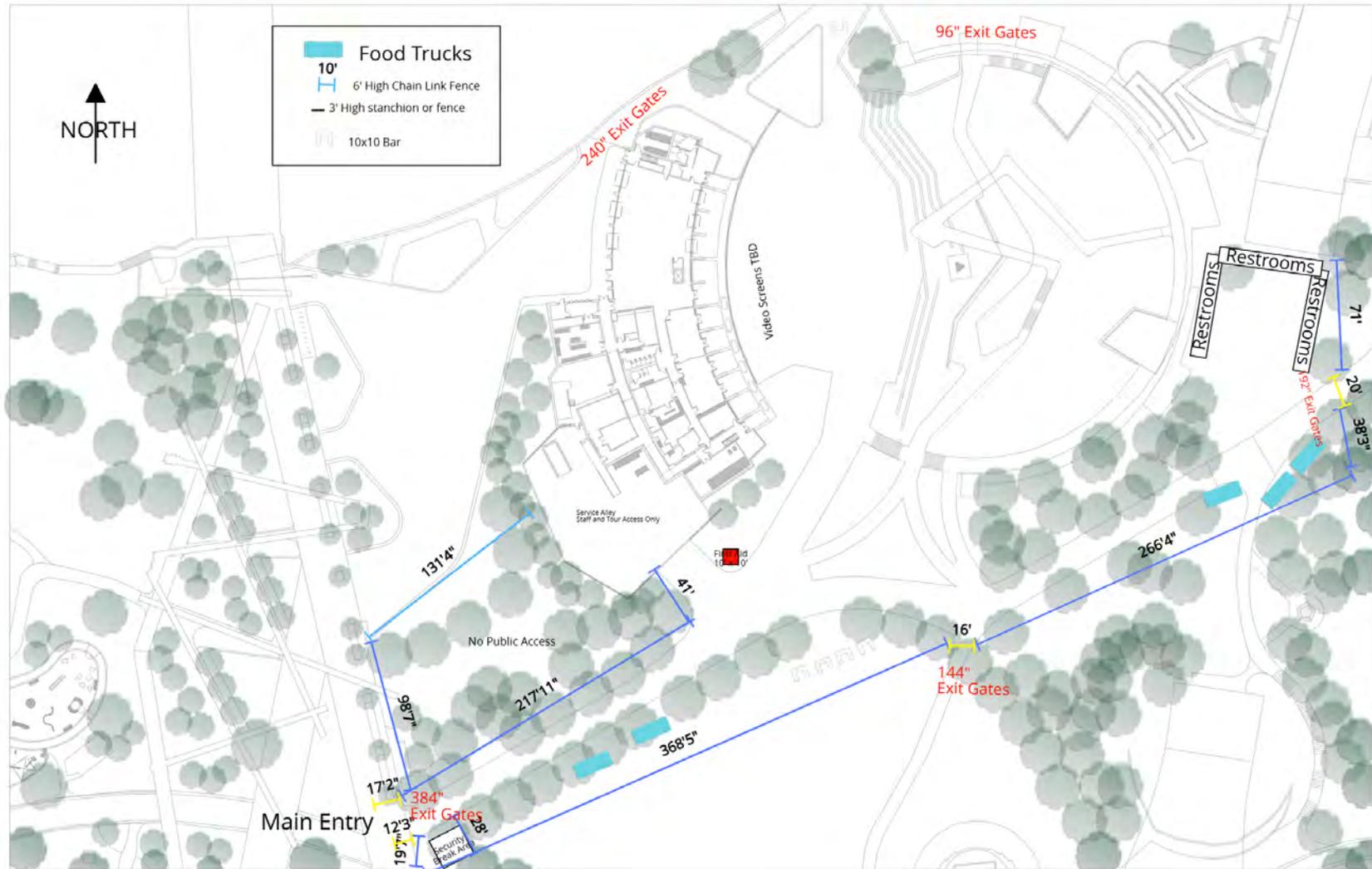
In the event of impossibility or impracticality of the event/activity because the Premises or any part is destroyed or damaged or rendered unfit for occupancy or in case of emergency or strike, this Agreement shall at the option of the City be suspended and the City shall return to the Licensee any advance payment without further liability or obligation. The Licensee waives all rights of actions against the City for loss of use of the Premises, including consequential losses, due to fire or other hazards, however caused.

#### **INDEMNIFICATION.**

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

#### **CONTRACT DOCUMENTS**

This statement of Terms and Conditions and the Licensee's associated Use Agreement or Group Reservation Contract comprise the complete understanding between the parties.







## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises;
  - (b) In the performance of your ongoing operations performed by you or on your behalf; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



## BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

### A. COVERAGES

#### 1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**e. Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

**2. Medical Expenses**

**Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

**3. Coverage Extension - Supplementary Payments**

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## B. EXCLUSIONS

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
  - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 51 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
  - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.



**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
  - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
  - (b) The providing of or failure to provide home health care or home infusion products or services; and
  - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**I. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
  - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
  - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
  - a. Copyright;
  - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
  - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.  
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
  - (i) Your web site; or
  - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator Of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

### 3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 5. Representations

#### a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

#### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **7. Transfer Of Rights Of Recovery Against Others To Us**

### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



- (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7.** "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- 8.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10.** "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a.** The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b.** Your fulfilling the terms of the contract or agreement.
- 12.** "Insured contract" means:
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. Liability And Medical Expenses Limits Of Insurance**.
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d.** Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e.** An elevator maintenance agreement; or
  - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph **f.** does not include that part of any contract or agreement:
- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
  - b.** Manufactured; or
  - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
  - b.** Donates his or her work;
  - c.** Acts at the direction of and within the scope of duties determined by you; and
  - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
    - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a)** You;
      - (b)** Others trading under your name; or
      - (c)** A person or organization whose business or assets you have acquired; and
    - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2)** The providing of or failure to provide warnings or instructions.
  - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
    - (1)** Work or operations performed by you or on your behalf; and
    - (2)** Materials, parts or equipment furnished in connection with such work or operations.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2)** The providing of or failure to provide warnings or instructions.



## BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

### UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

**A.** The following is added to Paragraph 2. of Section C. **WHO IS AN INSURED:**

- a.** Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b.** With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a.** above, the following additional exclusion applies:

- (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c.** The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d.** The insurance afforded to such "insured" only applies to the extent permitted by law.

## License Information:

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

**Entity name:** SPOKANE REGIONAL SPORTS COMMISSION

**Business name:** SPOKANE REGIONAL SPORTS COMMISSION

**Entity type:** Nonprofit Corporation

**UBI #:** 601-816-605

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 201 W NORTH RIVER DR  
STE 130  
SPOKANE WA 99201-2213

**Mailing address:** 201 W NORTH RIVER DR  
STE 130  
SPOKANE WA 99201-2213

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane Nonprofit Business	T13067601BUS			Active	Sep-30-2026	Oct-15-2012

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
BLAKE, ASHLEY	
EKINS, MIKE	
GELDIEN, JEFF	
HALL, RUSTIN	

## Registered Trade Names

Registered trade names	Status	First issued
SPOKANE REGIONAL SPORTS COMMISSION	Active	Oct-19-2000
SPOKANE SPORTS	Active	Sep-03-2020
SPOKANE SPORTS COMMISSION	Active	Oct-13-2016
SRSC	Active	Oct-19-2000





**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**PERSONAL SERVICES AGREEMENT**

Title: SEASONAL WATERING AND  
EDUCATIONAL SERVICES

THIS AGREEMENT is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, a Washington State municipal corporation, as "City", **DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION DBA DOWNTOWN SPOKANE PARTNERSHIP (DSP)**, whose address is 818 West Riverside Avenue, Suite 120, Spokane, Washington 99201, as ("DSP"), and together as the "Parties".

**WHEREAS**, the purpose of this Agreement is to engage the services of the DSP to administer the Tree Equity Spokane Program which is more specifically defined in the "Tree Equity Spokane- Grant Subaward to The Downtown Spokane Partnership" attached hereto as Exhibit B;

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

The parties agree as follows:

1. **DESCRIPTION OF WORK.** The Scope of Work responsibilities of the DSP and the City are set forth in Exhibit B attached hereto, and with Federal Award Identification Number (FAIN): 24-DG-11062765-157, CFDA/Assistance Listing: 10.727 IRA Urban & Community Forestry attached as Exhibit B and made part of this Agreement. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.
2. **AGREEMENT TERM.** This Agreement is effective on March 1, 2026 and shall end on February 18, 2029.
3. **COMPENSATION / PAYMENT.** Total compensation for DSP'S services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$130,400.00)**, plus applicable taxes, payable in accordance with the Scope of Work attached as Exhibit B, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement 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 Agreement.

The DSP 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 Consultant's application except as provided by state law. If the City objects to all or any portion

of the invoice, it shall notify the Consultant and 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. **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 DSP for all work previously authorized and performed prior to the termination date.

5. **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 DSP shall be safeguarded by the DSP. The DSP shall make such data, documents and files available to the City upon the City's request. If the City's use of the DSP's records or data is not related to this project, it shall be without liability or legal exposure to the DSP.

6. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

7. **INDEMNIFICATION.** The DSP 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 DSP's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a DSP 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 DSP'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 DSP, its agents or employees. The DSP specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the DSP's own employees against the City and, solely for the purpose of this indemnification and defense, the DSP specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The DSP 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 term of the Agreement, the DSP shall maintain in force at its own expense, the following insurance coverages:

- A. **Worker's Compensation Insurance** in compliance with RCW 51, 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 Licensee's services to be provided under this Agreement;

- i. Acceptable supplementary Umbrella coverage combined with Licensee's General Liability insurance policy must be a minimum of \$2,000,000, 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; and

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

**9. 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 DSP 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 DSP.

**10. 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 DSP shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the DSP 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.

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

**12. AUDIT / RECORDS.** The DSP and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The DSP and its sub-companies 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.

**13. DEBARMENT AND SUSPENSION.** The DSP 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.

**14. MISCELLANEOUS PROVISIONS.**

- A. ASSIGNMENTS.** Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.
- B. DISPUTES.** This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY.** In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

**DOWNTOWN SPOKANE DEVELOPMENT  
ASSOCIATION DBA DOWNTOWN  
SPOKANE PARTNERSHIP**

**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

Attachment that is part of this Agreement:  
Exhibit A – Certification Regarding Debarment  
Exhibit B – Scope of Work

**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.

_____	_____
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 Downtown Spokane Partnership

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

**Period of Performance:** March 1, 2026 – February 18, 2029

**Contract Amount:** \$130,400 over three years

**Indirect Cost Rate:** \$0

**Requirements Imposed by the City of Spokane:** Tree Equity Spokane tasks to be performed by the Downtown Spokane Partnership.

### Scope of Work for Partner:

- Watering and Monitoring Program of Downtown Trees
  - Within 80 block DSP Boundary
  - Minimum once a week visual inspection for street trees to catch potential watering issues (trees appearing drought-stressed) May 1<sup>st</sup> through end of October
  - Provide supplemental watering to trees with the DSP boundary once a week (10+ gallons of water per tree for only trees in need).
  - Report locations watered weekly to the City for awareness.
  
- Education and Outreach Services
  - Alert property owners and/or tenants and property managers within one week of observed tree stress related to sites with drought stress. Provide City-provided educational information and direction to troubleshoot (recommend they call their landscaper (or appropriate person for this service) for private property irrigation systems. Connect with Personnel from the City's Water Dept related to possible issues with the public City irrigation system. Provide tracking and follow-up to ensure the issue is resolved. They have in-house design team. Add additional funding for DSP to print materials. Coordinate design and pruning through DSP. Content provided by the City.
  - Distribution of city-provided educational materials related to tree care specific to Downtown Spokane. Through printed materials, email distributions, newsletters, flyers, posters & DSP website. City to collaborate on development of educational materials.
  - Distribute city-provided information about the Tree Equity Spokane free street tree program (for replacement trees with limits) and take sign-ups for the trees. Share sign-up list and coordinate with City Staff for pick-up of those trees (by their landscaper, tree service, property manager, etc).
  - 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.” Note: materials in collaboration DSP & COS.
- All printed materials must be approved by the City of Spokane whose staff will acquire USDA approval in addition.

- Investment in DSP employee to gain ISA Certified Arborist Certification

This person will serve as the tree expert downtown, periodically providing educational support and guidance to abutting property owners for locations that may be encountering issues with tree care. Minor pruning may be considered after arborist certification including addressing broken branches and clearance over sidewalks. Possibility to provide oversight of right of way tree planting in the future if needed.

- Arborist Study Materials
- ISA Certification testing
- Continuing education to obtain required arborist CEU’s

- Cost-share tree work program

- Coordinate a cost-share program to assist abutting property owners downtown with tree care needs with a hired commercial tree service.
- Individual locations and/or obtaining a volume of sign-ups to combine locations into one project for reduced contractor mobilization costs, obstruction/traffic control costs, permitting, etc.
- Collect Sign-ups and coordinate all related communication related to the program
- Review proposed street tree work with City of Spokane Urban Forestry (removals or non-routine pruning must be pre-approved by City ordinance).
- Coordinate payment to Commercial licensed Tree Service
- Coordinate and issue cost-share refunds to participating abutting property owners
- City provided information on the rebate program
- For removals, pruning and planting
- Coordinated pruning projects

- Other

- The Downtown Spokane Partnership 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 15th 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.

- DSP is not responsible for the replacement of a tree that dies. However DSP will be providing supplemental watering as needed and will report possible issues to the abutting property owners to resolve. The purpose of the partnership is for education and outreach with minor assistance of tree watering.

**City of Spokane Responsibilities. General:**

- Provide tree species options per planting, each spring and fall.
- Provide a training for DSP teams related to monitoring street trees
- Provide support for employee seeking ISA Certification
- Provide moisture meters for checking soil moisture
- Assist (if needed) with Coordination of estimate solicitation with a Commercial Licensed Tree Service arborists (for the cost share program).
- Provide planting support for landscapers, property owners, managers, etc. who may sign up for the free tree program.
- Procurement of street trees (Spokane Conservation Dist through Tree Equity Spokane grant project)
- Submit reports to Department of Agriculture, United States Forest Service on all activities, high level goals, and metrics associated with this Agreement.
- City to collaborate on development of educational materials.
- 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 31st and December 31st 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.

**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 90 calendar days after the end date of the period of performance (Grant Expiration), submit 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.

### **Financial Procedures:**

The Downtown Spokane Partnership will submit an invoice for payment at a frequency of no greater than 2 months on the 10<sup>th</sup> of the month beginning on March 10<sup>th</sup>, 2026. 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.

**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.*

<b>Budget Items by SF 424A Object Class Categories</b>	<b>Federal \$</b>
<b>a. Personnel and Fringe Benefits</b>	
Executive Staff	\$6,400
Operational and Technical Staff	\$56,000
Communications and Promotions	2,800
Subtotal of personnel and benefits cost	\$65,200
<b><i>b. Travel</i></b>	0
<b>c. Equipment* (should not apply per USDA)</b>	
<b><i>d. Supplies</i></b>	
printing of educational materials, flyers, posters, tree water bags	\$10,000
<b><i>e. Construction (Not allowable expense)</i></b>	

Budget Items by SF 424A Object Class Categories	Federal \$
<b>f. Other</b>	
Cost Share Program for tree work <i>(over four years)</i>	\$53,200
ISA Arborist study materials, testing and recertification credits (over 4 years)	\$2,000
<b>g. Total Direct Charges (sum of a-f)</b>	\$130,400
<b>h. Indirect Charges</b>	\$0
<b>i. Totals (g+ h)</b>	\$130,400
<b>j. Program Income** (should not apply per USDA)</b>	

\* 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; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto: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](mailto:OIGWPC@oig.usda.gov).

[< Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION**Business name:** DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION**Entity type:** [Nonprofit Corporation](#)**UBI #:** 601-594-116**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:** 818 W RIVERSIDE AVE  
STE 120  
SPOKANE WA 99201-0915**Mailing address:** 818 W RIVERSIDE AVE  
STE 120  
SPOKANE WA 99201-0915**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane Nonprofit Business</a>				Active	Dec-31-2026	Jan-15-2014

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
CAMERON, EMILIE	
CURRAN, STEPHANIE	
HUDSON, JAMIE	
VARALLO, CHRISTOPHER	

**Registered Trade Names**

Registered trade names	Status	First issued
DOWNTOWN SPOKANE PARTNERSHIP	Active	Nov-17-2021

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/10/2026 9:19:28 AM



**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**





# NON PROFIT INSURANCE PROGRAM

## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE	
Clear Risk Solutions 159 Basin Street SW PMB #206 Ephrata, WA 98823	<b>GENERAL LIABILITY:</b> <b>AUTOMOBILE LIABILITY</b> <b>PROPERTY</b> <b>CRIME</b> <b>WRONGFUL ACT LIABILITY</b> <b>MISCELLANEOUS</b> <b>PROFESSIONAL LIABILITY</b>	NPIP / Munich Re. et al. NPIP / Munich Re. et al.
COVERED PARTY		
Downtown Spokane Development Association Downtown Spokane Partnership 818 W. Riverside Avenue, Ste 110 & 120 Spokane, WA 99201-0915		

### COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)	NPIP25260068	11/16/2025	6/1/2026	PER OCCURRENCE	\$2,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PER MEMBER AGGREGATE	\$4,000,000
MEMBER DEDUCTIBLE: \$5,000				PRODUCT-COMP/OP	\$2,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				PERSONAL & ADV. INJURY	\$2,000,000
				ANNUAL POOL AGGREGATE	\$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
COMMERCIAL AUTOMOBILE LIAB. (ANY AUTO)	NPIP25260068	11/16/2025	6/1/2026	COMBINED SINGLE LIMIT	\$2,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>PROPERTY</b>					
COMMERCIAL PROPERTY	NPIP25260068	11/16/2025	6/1/2026	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
EQ AND FLOOD COVERAGE MAY BE EXCLUDED FOR INDIVIDUAL LOCATIONS (PROPERTY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
				ANNUAL POOL AGGREGATE	NONE
<b>CRIME</b>					
COMMERCIAL CRIME	NPIP25260068	11/16/2025	6/1/2026	PER OCCURRENCE	\$1,000,000
INCLUDES EMPLOYEE THEFT/DISHONESTY & ERISA COVERAGE				PER MEMBER AGGREGATE	\$1,000,000
MEMBER DEDUCTIBLE: \$1,000				ANNUAL POOL AGGREGATE	\$5,000,000
(CRIME IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>WRONGFUL ACT LIABILITY (INCLUDES E&amp;O / D&amp;O)</b>					
WRONGFUL ACT LIABILITY (CLAIMS MADE)	NPIP25260068	11/16/2025	6/1/2026	PER CLAIM	\$5,000,000
MEMBER DEDUCTIBLE: \$5,000				PER MEMBER AGGREGATE	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
MISC. PROFESSIONAL LIABILITY (CLAIMS MADE)	NPIP25260068	11/16/2025	6/1/2026	PER CLAIM	\$5,000,000
MEMBER DEDUCTIBLE: \$5,000				PER MEMBER AGGREGATE	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000

**CANCELLATION NOTICE:** SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE NPIP COVERAGE AGREEMENT PROVISIONS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
Regarding the Tree Equity Spokane Agreement with the Federal Award Identification Number (FAIN): 24-DG-11062765-157 for the Contract amount of \$130,400. City of Spokane, its officers and employees are named as Additional Covered Parties as respects General Liability regarding this agreement only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	

## ADDITIONAL COVERED PARTY AMENDMENT – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

### GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

#### SCHEDULE

Person or Organization (Additional Covered Party):

City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201

Description of Activities / Operations / Designated Premises:

Regarding the Tree Equity Spokane Agreement with the Federal Award Identification Number (FAIN): 24-DG-11062765-157 for the Contract amount of \$130,400. City of Spokane, its officers and employees are named as Additional Covered Parties as respects General Liability regarding this agreement only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

With respect to coverage under the General Liability Coverage Part:

- A. The Definition of **Covered Party** in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of this Coverage Agreement is amended to add as a **Covered Party** the person or organization shown in the above Declarations with whom you have agreed in a written contract, written agreement, or permit that such person or organization be added as an additional **Covered Party** in your Coverage Agreement. Such person or organization is a **Covered Party** only with respect to their liability assumed by you that would be otherwise imposed by law in the absence of any contract, agreement, or permit relating to or arising out of the specified activity(ies) or operations described in the above Declarations.

However, this coverage only applies with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

The following provisions also apply:

- (1) The written contract, written agreement, or permit must be in effect at the inception of the **Coverage Period** or become effective during the **Coverage Period**; and
- (2) The written contract, written agreement, or permit must be executed prior to the **Bodily Injury** or **Property Damage**.

Subject to the paragraphs above, any such person's or organization's status as an additional **Covered Party** ends when any of the following first occurs:

- (1) This Coverage Agreement terminates;
- (2) The written contract, written agreement, or permit terminates; or
- (3) The specified activity(ies) or operations described in the above Declarations terminate.

B. The following is added to Condition D. Other Insurance in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of the Coverage Agreement, and supersedes any provision to the contrary:

For the additional **Covered Party** under your Coverage Agreement shown in the above schedule, and subject to Paragraph A. above, this coverage is primary to and will not seek contribution from any other insurance available to such additional **Covered Party** provided that:

- (1) The additional **Covered Party** is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, or permit that this Coverage would be primary and would not seek contribution from any other insurance available to the additional **Covered Party** for amounts payable under the coverage provided by this endorsement.

C. The Limits of Coverage applicable to the additional **Covered Party** is the lesser of those limits specified in either the:

- Written contract, written agreement, or permit; or
- Declarations for this Coverage Agreement,

In no case will the limits of coverage provided under this General Liability endorsement exceed the limits as required in the contract or agreement, or the limit of liability available under this Coverage Agreement. These Limits of Coverage are part of and not in addition to the Limits of Coverage shown in the Declarations.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Part to the **Covered Member**, this coverage applies:

- a. As if each **Covered Member** were the only **Covered Member**; and
- b. Separately to each **Covered Party** against whom claim is made or **Suit** is brought.

All other terms and conditions remain unchanged



INTERDEPARTMENTAL AGREEMENT BETWEEN PUBLIC WORKS,  
STREETS, AND PARKS & RECREATION DEPARTMENTS REGARDING  
GREEN AREA MAINTENANCE PROGRAM

THIS AGREEMENT is between the City of Spokane, Public Works Division, on behalf of the Water and Wastewater Management departments, located at Second Floor City Hall, 808 W. Spokane Falls Blvd, Spokane, Washington 99201, hereafter referred to as "Public Works", the City of Spokane Streets Department, located at 901 N. Nelson Street, Spokane Washington, 99202, herein referred to as "Streets", and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks"; collectively referred to as "Parties".

WHEREAS, the City of Spokane ("City") owns and operates a Water and Hydroelectric Utility pursuant to chapter 35.92 RCW and other applicable laws. The City also owns and operates a-Wastewater Utility pursuant to chapter 35.67 RCW and other applicable laws. Public Works operates the Water Department and-Wastewater Department as separate systems and enterprises; and

WHEREAS, the Street Department, generally is responsible for managing the City's street system, which encompasses much of the public right of way within the City boundaries; and,

WHEREAS, Public Works has traditionally maintained green spaces in the public right of way, including traffic medians, stormwater management facilities, and related facilities, which are directly appurtenant to and support utility infrastructure; and

WHEREAS, the City, through its Parks Board, operates a Park and Recreation Department ("Parks") pursuant to the Spokane City Charter and manages thousands of acres of open/green space; and

WHEREAS, the Parks Department is the City's green area maintenance specialists and is well-suited to take on responsibilities for the green areas located near and within right of ways, gaining efficiencies of scale by consolidating this work with its regular park's maintenance activities; and

WHEREAS, currently there are hundreds of locations city wide that are being maintained by Public Works and Streets departments, which do not support Public Works or Streets activities and

WHEREAS, in 2024, Public Works and Parks established a pilot project which transferred maintenance responsibilities for green areas which abut traditional right-of-way and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding (Pilot Project); and

WHEREAS, as part of the Pilot Project, the Water Department established 4 employee positions (Irrigation specialist, Laborer II, Laborer I, and Gardener) to support the maintenance of the green areas, and the Parties agree should be transferred to the Parks Department under this Agreement; and

WHEREAS, the City's budget for 2026 includes funding for two (2) new positions (Irrigation Specialist and Facilities Maintenance Foreperson) in the Water Department for this work; these positions should transfer to the Parks Department; and

WHEREAS, coordination and consolidation of the individual green areas and right-of-way activities benefits Public Works, Streets, and Parks Departments, along with the citizens of the City of Spokane; and

WHEREAS, the Parties now wish to memorialize the Pilot Project and have negotiated terms and conditions to transfer the responsibility of caring for some of these facilities to Parks, outlined herein:

NOW THEREFORE, the Parties mutually agree as follows:

1. PARTIES: The Parties understand they are all part of the same municipal corporation, and, though they operate as independent departments and divisions of the City and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. The Public Works on behalf of Water and Wastewater is represented by the Director of Public Works. The Streets Department is represented by the Streets Director. Parks is represented by the Parks Board acting through the Parks Director.
2. PURPOSE: The purpose of this MOU is to establish the terms and conditions for:
  - 2.1 Establishing a green area maintenance program to maintain the City's green areas within the public right of way to include without

limitation program plan development, project management, mowing, clean up, weed control, tree care, edging maintenance, etc.

- 2.2 Memorialize the Pilot Project established by the Parties on April 1<sup>st</sup>, 2024, which transferred maintenance responsibilities for areas abutting traditional right-of-way activities and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding.
3. DURATION: This Agreement shall remain in effect beginning April 1<sup>st</sup>, 2026 and shall remain in effect for a period of five (5) years. The Agreement may be extended upon written agreement by all Parties for an additional five (5) years. Either Party may provide the other Parties 30 days' notice to terminate the agreement. Upon cancellation of this agreement, the program, in its entirety, including staff, will return to the Public Works Department. An annual review shall be conducted and program updates made accordingly. This annual review will include level of service, changes to the program, budget, staffing, addition/deletion of properties, public and street trees, and address any other necessary changes.
4. TERMS:
  - 4.1 Parks will be responsible for maintenance of green areas and natural areas located within or next to the right of way within the City's boundaries for the duration of this Agreement as identified in the following map:  
[Green Area Maintenance Map](#)
  - 4.2 Maintenance of the designated areas abutting and located within the right-of-way shall include the following: program plan development; project management, mowing, clean up, weed control, tree care, edging maintenance, fertilizing, landscaping, etc. for identified City-owned properties located within the City's boundaries.
  - 4.3 The Water Department agrees that the 4 positions previously part of the pilot project should be transferred to the Parks Department (Irrigation specialist, Laborer II, Laborer I, and Gardener) upon execution of this Agreement and in accordance with the City process for budgeting.
  - 4.4 The Water Department agrees that the two (2) additional new position established in the 2026 budget should be transferred to the Parks Department (Irrigation Specialist and Facilities Maintenance Foreperson) in accordance with the City processes for budgeting.

4.5 Water agrees to pay for water used for irrigation at the green area locations within the defined areas.

4.6 Parks, Public Works, and Streets staff shall work together with Integrated Capital Management and Engineering Services to develop irrigation and landscape standards for public rights of way to ensure ease of maintenance. The standards are to be considered when designing new projects.

4.7 New green areas that are constructed will be added annually to the list of locations to be maintained. Public Works will identify those locations at project design and provide Parks with written information. A request for the addition of the new sites shall be in writing to the Director of Parks and approved prior to work initiated on those sites.

4.8 Once new projects are identified, Public Works will work with Parks on short-term and long-term irrigation needs.

4.9 Any public complaints or issues regarding vegetation area maintenance received by 311 will be referred directly to the Parks Department to be addressed.

5. PAYMENT: As consideration, the Parties agree that Public Works and Streets together shall pay annually the sum of ONE MILLION, ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) to Parks to maintain the areas traditionally maintained by Public Works and Streets. The funding of this program shall be one third (1/3) provided by Streets and two thirds (2/3) provided by Public Works. This fund will be maintained completely separate from the Park Fund.

Of this amount, \$650,000 will be applied to cover the salary and benefits of the listed positions for 2026. This contribution for labor will be increased at the start of subsequent years by the annual Cost of Living Allowance provided in the 270L collective bargaining agreement which will also increase the overall contribution to Parks (\$1,100,000) by the same amount. The remaining amount not designated for salary and benefits will be applied to cover maintenance, fuel, contracted services, and other operational costs along with the creation of a capital replacement fund, managed by Parks. This sum shall be reviewed and evaluated by all Parties on an annual basis and adjusted as necessary. Any modification of this amount shall be in writing, signed by all Parties.

In addition, upon execution of this agreement, the Water Department agrees to transfer the list of attached assets in Appendix "A" to the Parks Department to assist with completion of vegetation area maintenance activities. The Parks Department will be responsible for all costs

associated with the maintenance of this equipment and future replacement costs.

6. INDEMNIFICATION:

6.1 Public Works shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.

6.2 Parks shall indemnify and hold harmless Public Works and Streets, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Public Works and Streets, its employees and agents are determined to have acted negligently.

6.3 Streets shall indemnify and hold harmless Public Works and Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Streets, its employees and agents are determined to have acted negligently.

7. ENTIRE MOU: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.

8. AMENDMENT: This MOU may only be modified or amended in writing, if the writing is signed by all Parties.

9. SEVERABILITY: If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

DATED: \_\_\_\_\_

CITY OF SPOKANE  
PUBLIC WORKS DIVISION

\_\_\_\_\_  
Director, Marlene Feist

CITY OF SPOKANE  
STREETS DEPARTMENT

\_\_\_\_\_  
Director, Clint Harris

CITY OF SPOKANE  
PARKS & RECREATION  
DEPARTMENT

\_\_\_\_\_  
Director, Garrett Jones

PARK BOARD APPROVED: 03/12/2026  
Date

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## **Appendix A**

### **Transferred Equipment List**

- Small equipment trailers
  - 429387 Landscaping Trailer
  - 429388 Landscaping Trailer
  - 429413 PJ Trailer For Ventrac
  - 429412 PJ Trailer for Spray Rig
  
- 2024 Ford Lightning
  - 429340
  - 429341
  - 429342
  - 429343 – Traded for Merkel F250
- Ford F550 Irrigation Truck w/Compressor
  - 427505 (replacing 426980)
  - 426980 (truck stolen and totaled, recovered and sent to auction)
- Ford F250 Pickup
  - 426236
- Chevy Colorado
  - 426988
- Chevy 1500
  - 424626

- Weed Trimmers
  - W1163
  - W1227
  - W1602
  - W1603
  - W1604
  - W1607
  - W1608
  - W2401
  - W2402
  - W2505
- Push Mowers
  - W1168
  - W1223
  - W2404
  - W2405
  - W2406
  - W2407
  - W2408
  - W2409
- Riding Mowers
  - WG199919
    - SCAG VRide II 36”
  - W2420
    - TORO Z Master 4000
  - W6281
    - TORO Z Master 5000
- Backpack Blowers
  - W1230
  - W1231
  - W2415
  - W2416
- Handheld Blowers
  - W1296
  - W2403
  - W2501
  - W2502
- Hedge Trimmer
  - W386
- Chainsaw
  - W2412
- Brush Hog

- W2410
- Spray Buggie
  - W2414
- Leaf Vac
  - W2413
- Ventrac
  - W2418
- Ventrac Deck (Rough Cut)
  - W2417
- Ventrac Deck (Fine Cut)
  - W2419

Return to Minutes

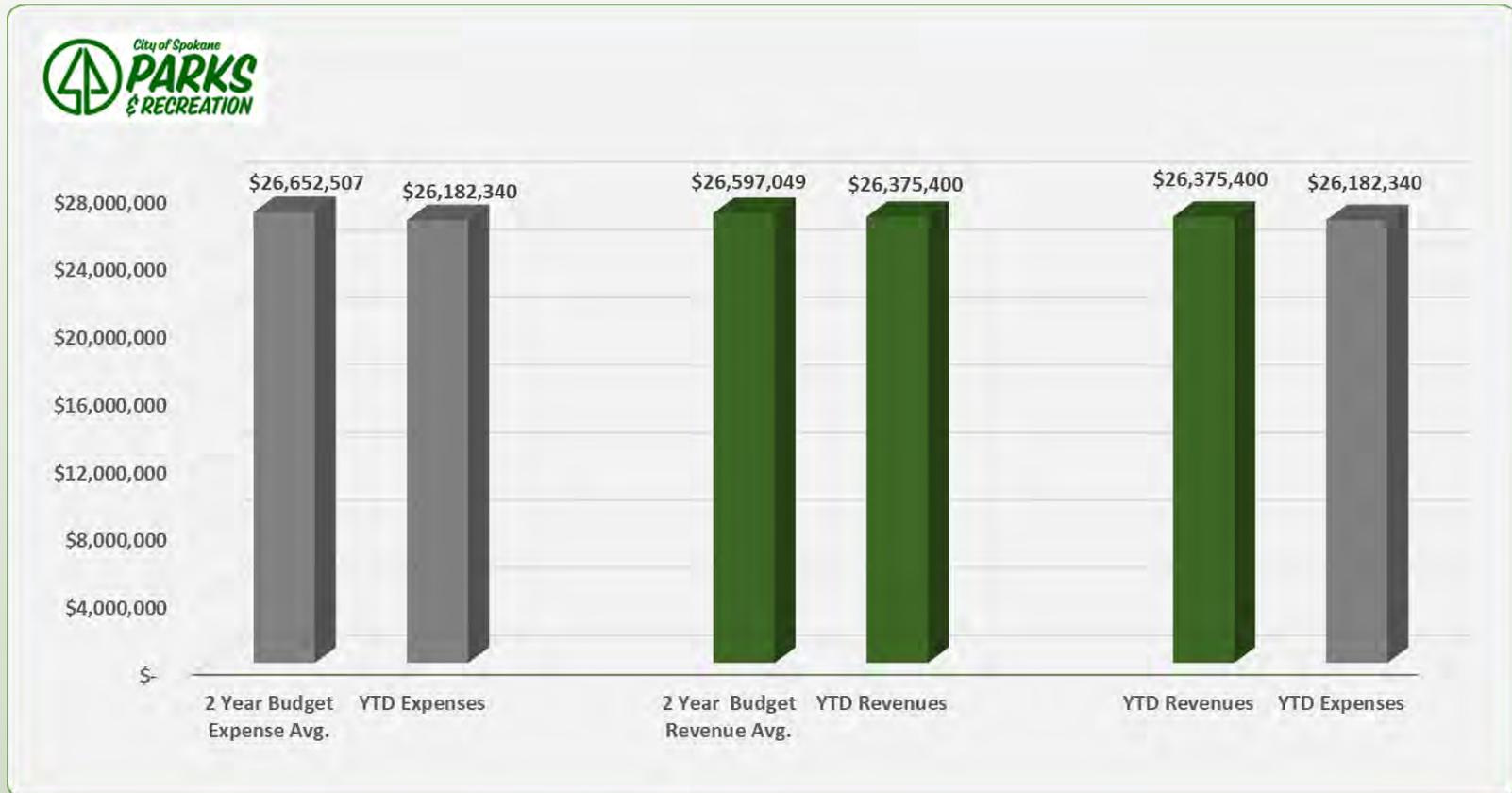


City of Spokane  
**PARKS  
& RECREATION**

*Year-End '25  
Financials*



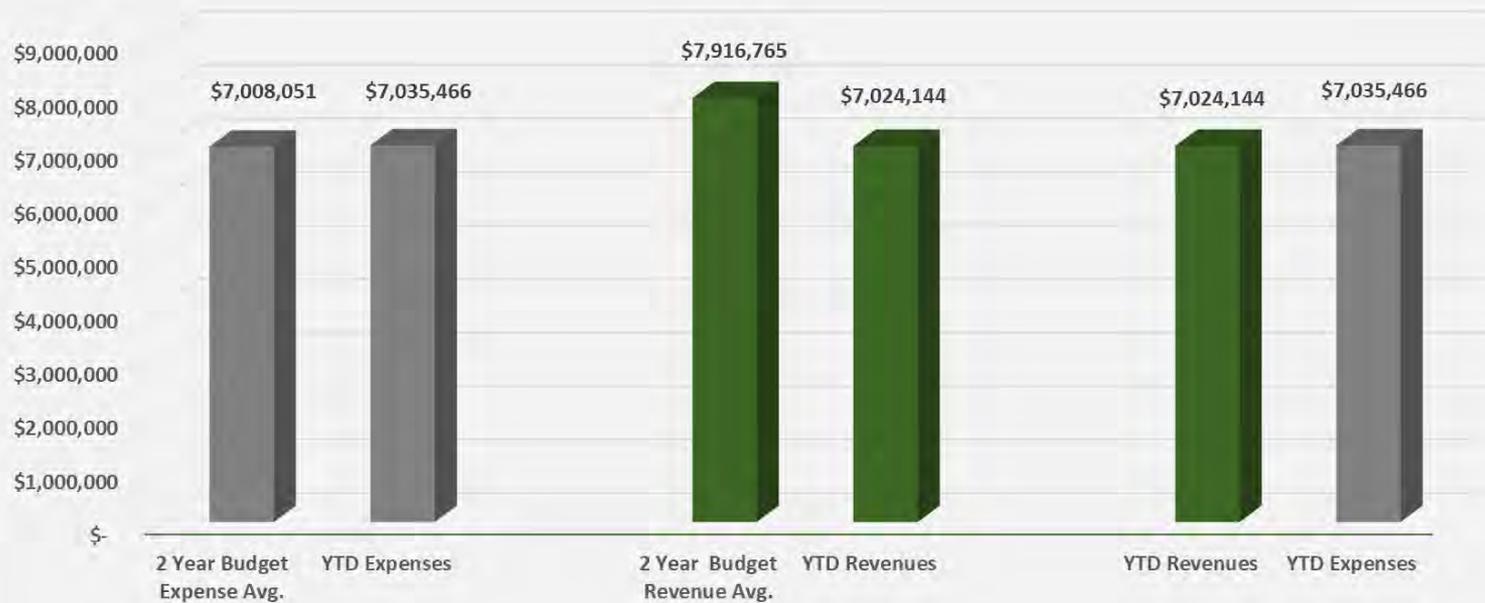
# Parks Financials



## Key Concepts:

- In 2025, Parks earned 99% of budgeted revenues and spent 98% of budgeted expenses.
- For the year, revenues exceeded expenses by \$193,060. This was slightly ahead of budget as the approved budget was a net zero budget.

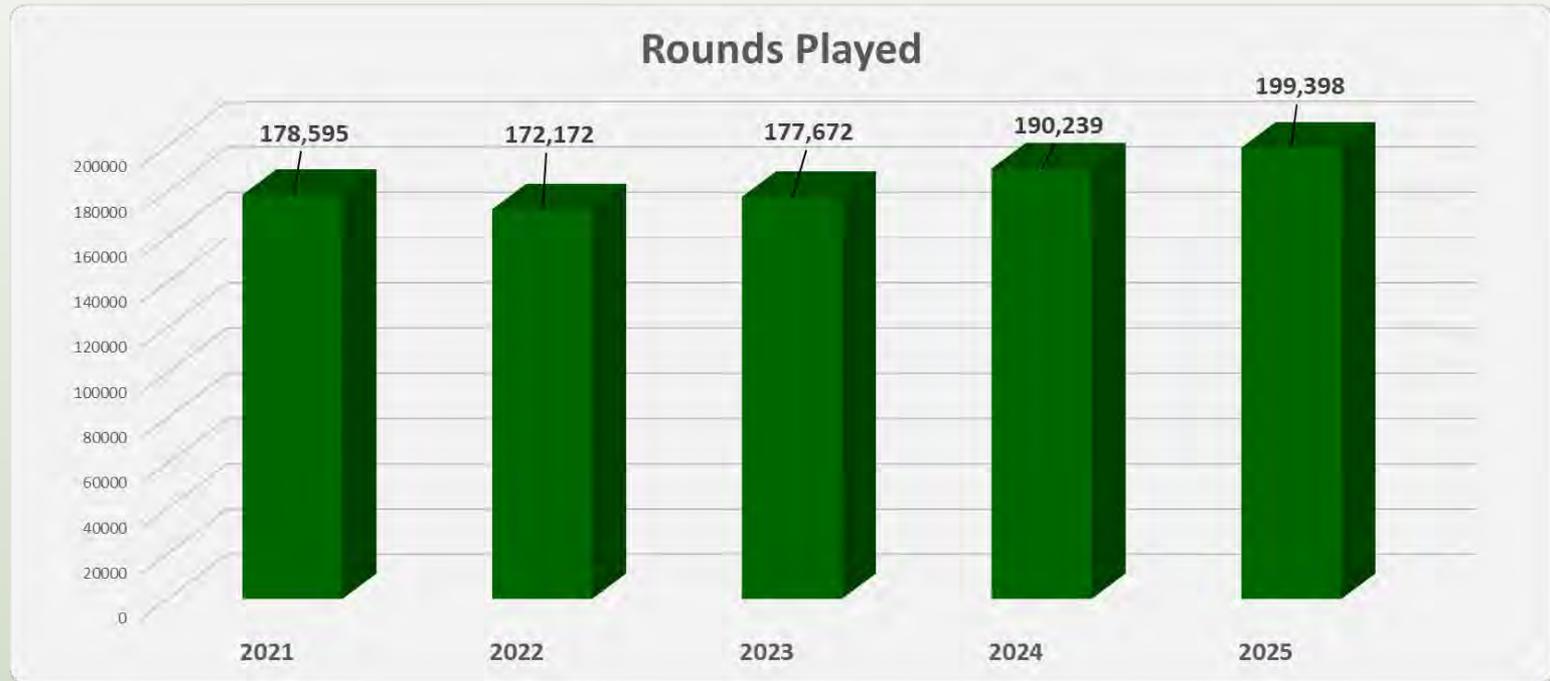
# Golf Financials



## Key Concepts:

- In 2025, golf earned 103% of budgeted revenues and spent 109% of budgeted expenses.
- For the year, expenses exceeded revenues by \$308,862, excluding the Facility Improvement Fee (FIF).
- Revenues matched expenses when including the FIF (figure shown above).

# *Golf Scorecard*





City of Spokane  
**PARKS**  
& RECREATION

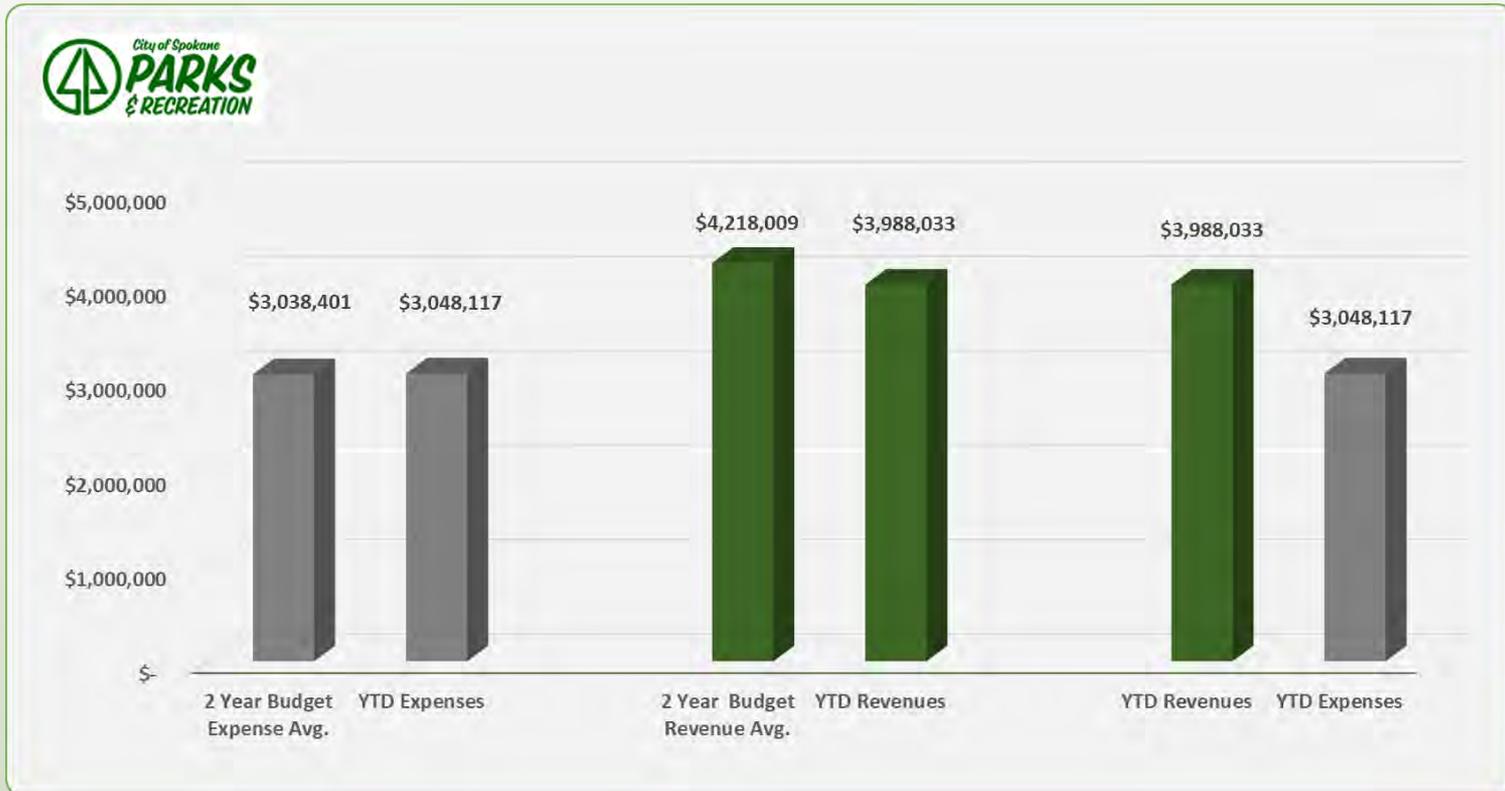


*Questions Or  
Comments?*



## *February '26 Financials*

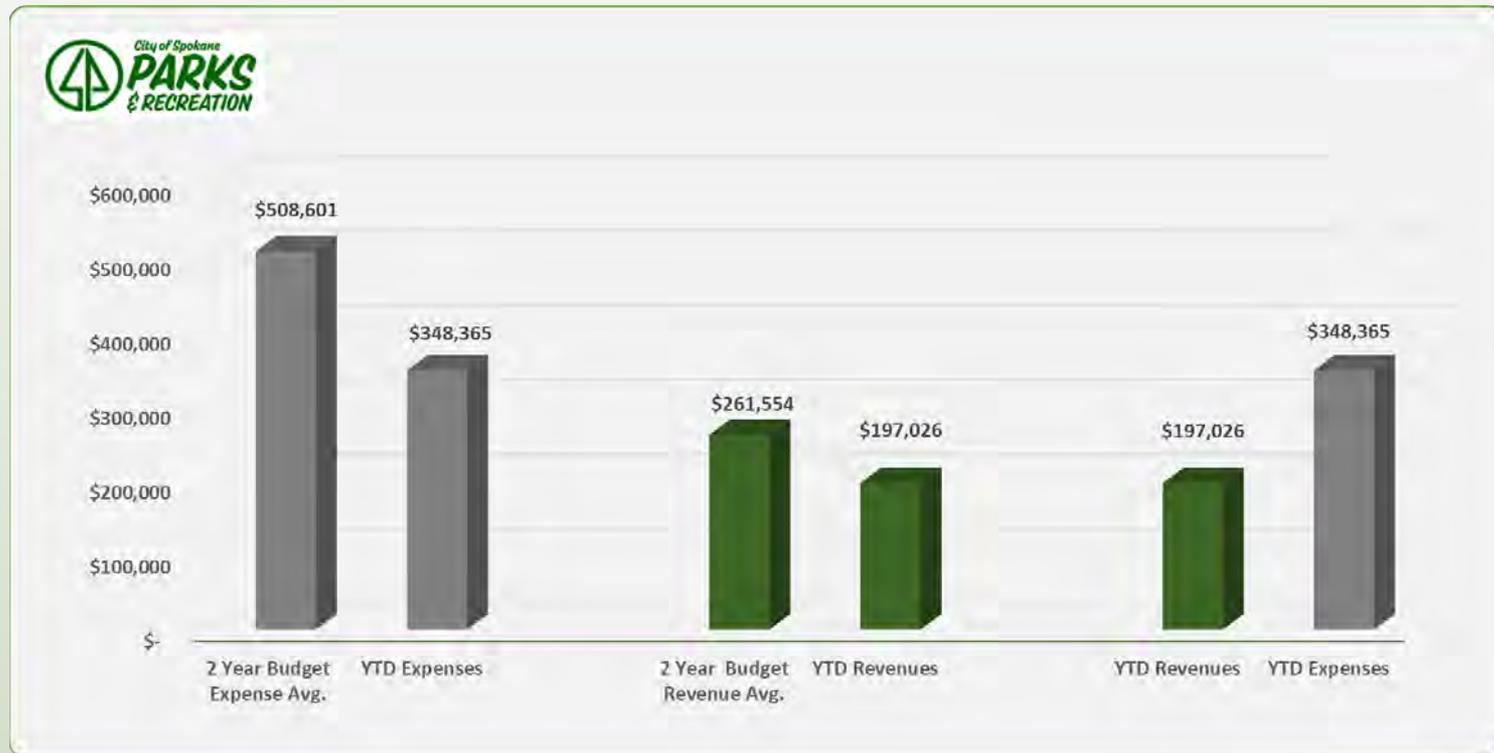
# Parks Financials



## Key Concepts:

- February had a net loss of \$164K which was comparable to last February.
- In February, Parks transferred \$300,000 to our capital fund for small capital projects until the first levy installment in May.
- Year-to-date, revenues exceed expenses by \$940K.

# Golf Financials



## Key Concepts:

- With courses still closed in February, all revenue came from pass sales.
- Golf has a historically low starting point for fund balance, so most capital purchases and projects will be held until later in the year.
- Year-to-date, golf expenses exceed revenues by \$151K (excluding FIF).



City of Spokane  
**PARKS  
& RECREATION**

*Questions or  
Comments?*

Spokane Park Board March 2026	Term Ends	Riverfront Park	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Joint Arts	Development and Volunteer	Liaisons
<b>Bob Anderson – President</b> banderson@spokanecity.org	2027	✓				Chair			✓	✓	
<b>Barb Richey – Vice President</b> brichey@spokanecity.org	2029		Chair					Chair	Chair		
<b>Garrett Jones – Secretary</b> gjones@spokanecity.org	N/A										
<b>Greta Gilman</b> ggilman@spokanecity.org	2028			Chair	✓	✓					
<b>Sally Lodato</b> slodato@spokanecity.org	2027			✓	Chair			✓			
<b>Gerry Sperling</b> gsperling@spokanecity.org	2029	Chair	✓			✓		✓			
<b>Doug Kelley</b> dtkelley@spokanecity.org	2027		✓	✓	✓						CF
<b>Lindsey Shaw</b> lshaw@spokanecity.org	2030	✓				✓	Chair			✓	PF
<b>Lee Williams</b> lwilliams@spokanecity.org	2030				✓	✓	✓			Chair	
VACANT											
VACANT											
<b>Paul Dillon</b> pdillon@spokanecity.org	N/A										CC

PF = Spokane Parks Foundation

CF = Conservation Futures

CC = City Council

# 2025 Communications Report

Fianna Dickson & Amy Lindsey



# Our Team

Fianna Dickson  
Parks & Recreation  
Communication Manager



Josh Morrisey  
Parks & Recreation  
Marketing Coordinator



DH, Agency



Amy Lindsey  
Riverfront  
Programming &  
Marketing Manager



Regan Farmer  
Riverfront Marketing  
Coordinator



City Communication Team

# Our Purpose



**Growth:** increase revenue, utilization, and registrations in alignment with departments' goals for growth



**Informed Community/Engagement:** help ensure our community feels well informed about projects that impact them, and opportunities available through their tax dollars



**Trust:** continue to build community trust, pride, and affinity for Parks & Recreation as excellent stewards of taxpayer dollars



**Partnerships:** grow partnerships and sponsorships to cross-promote programs and spaces

# Print & Digital Ads, Site Signs



- “Together Spokane” banners at all parks & schools
- Spokane Visitor Guide
- Inlander Annual Manual
- Inlander Winter Gift Guide
- NW Golf Maps
- Event Banners
- Activity Guide ads
- Riverfront Digital Sign
- Visit Spokane Promotional Partnership



# Direct Mail & Distributions

- Riverfront Spring & Summer Postcard: 16,869 households with events, attraction specials and activities and partnerships
- Activity Guide
  - 46,000 copies through 28 grocery and convenience stores, plus libraries and community centers
  - 36,000 copies through direct mail



# Earned Media Highlights

## Levy (nearly 100 stories)

- Safety/Rangers
- Restroom renovations
- Playground renovations
- Sport court renovations
- All-weather fields
- Natural Lands & Fuels mitigation
- Indoor aquatic center
- Projects by district

## Recreation & Golf:

- Golf course reduced water use
- Girls in NFL Youth Flag
- Outdoor wildflower walks
- Summer camps kick off
- Aquatic season kick off
- TRS winter sports

## Planning:

- Roskelley feature at Audubon
- American Indian Community Center
- Soccer mini pitch at Grant

## Riverfront:

- Zipline
- Riverfront Eats, Riverfront Moves
- Holidays (Independence Day, Tree lighting, Holiday Village, NYE)
- Fall Fest
- Ribbon opening, events
- Concerts
- Movies
- Tree lighting
- Looff story time, free days

## Natural Resources, Operations:

- Grant
- Fuels reduction work
- Rocket gulch stairs
- Franklin park shelter project
- Windstorms
- Downtown trees
- Events (FLF, Tree Trot)



# Website



Most popular web pages  
& views

Golf tee times 99,536

Aquatics  
81,170

Numerica SkyRide  
68,216 views



Recreation activity guide

31,320 landing page views  
(23% increase)

21,126 e-guide views



Most popular news  
releases & blogs

2025 Pool Season  
Information

Beetle Tree Information

Riverfront Park Holiday  
Village, Presented by  
Gesa Credit Union

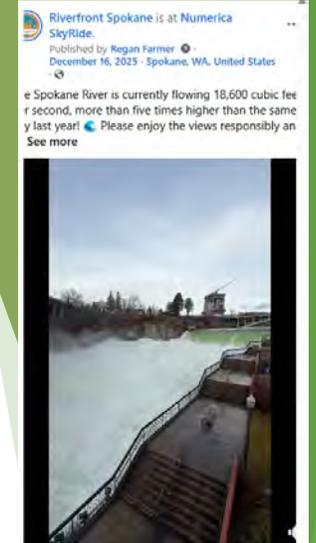
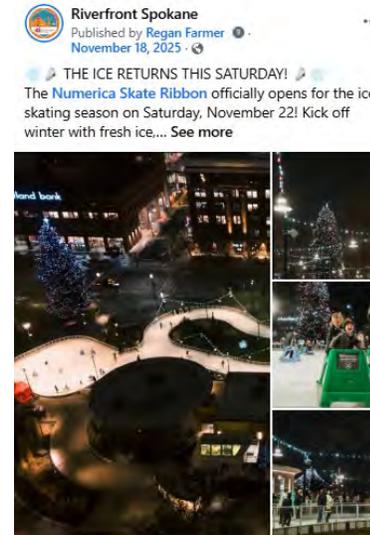


Launched Together  
Spokane & Parks Levy  
websites

38,371 visits

# Social Media

- 162,390 followers across all social platforms
  - 11% increase from 2024
- 63,095 clicks to learn more/purchase/register
  - 12% increase from 2024
- 169,473 interactions (reactions, saves, comments, shares and replies)
  - 148% growth from 2024
- 16,267,022 views



Which pass is right for me? SPOKANEGOLF.ORG

Players Pass Adults & Seniors	Loyalty Pass Adults & Seniors	Unlimited Pass
<b>\$70</b>	<b>\$350</b>	Adult \$2,500 Senior \$2,400 Junior \$250
Adult Players Pass saves \$10 per round Senior Players Pass saves \$12 per round	Adult Players Pass saves \$20 per round Senior Players Pass saves \$20 per round	Ideal for players that anticipate playing 451 rounds per season. Add a spouse for just \$500!

## Golf Meta buy

Nearly 2.7M impressions to 627K people  
Targeted discount passes & course improvements

# Digital marketing

## Emails

- Our database (60,165+ contacts)
  - Average open rate 14% (national average 21%)
  - Average click-thru rate 1.1% (national average 1.8%)
- Fianna Club Prophet/ForeUp (32,600+)
- Fianna City-wide e-newsletter (75,200+ contacts)
  - Average open rate 38%
  - Average click-thru rate 2%
  - Employee update – 2,000+



Together Spokane



# TV & Streaming



## Cable 5

- Short news-style stories and promotional content

## Riverfront

KHQ *This Week in Riverfront* :30 segment | Wednesdays, 5pm (April – September)

- 794K impressions, 256K reach (about 140K impressions per week)

## Golf

Uninterrupted video on platforms like Amazon Prime, YouTube, Netflix

- 501K impressions, 171K reach (3x per person on average)
- Impression delivery targeted to known (300K) and unknown golfers (200k)

# Parks Levy Information-only Digital Buy & Websites

Built two new websites

- SpokaneParks.org/levy
- TogetherSpokane.org

Produced 5 videos for levy education website/social

- Safety
- Maintenance
- Restrooms & Playgrounds
- New & Renovated parks
- Fuels reduction

Placed on streaming video platforms to increase awareness in the fall

- Geo-targeted City limits
- 2-week flight reached 147,629 people and delivered 433,570 impressions (about 3x per person), with a 78% completion rate on a skippable format



Spokane Parks Levy – Safety in Spokane Parks



Spokane Parks Levy – Maintenance



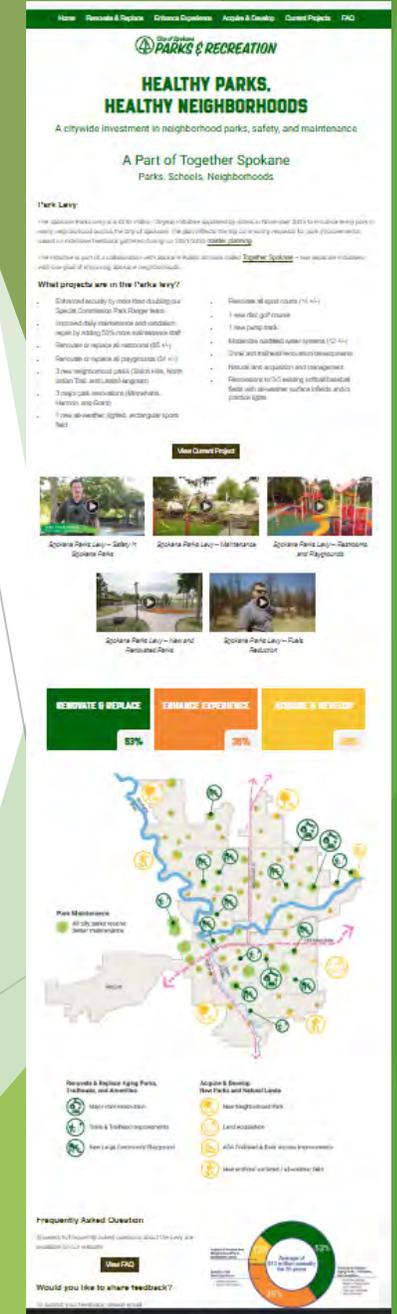
Spokane Parks Levy – Restrooms and Playgrounds



Spokane Parks Levy – New and Renovated Parks



Spokane Parks Levy – Fuels Reduction



# Sponsorships & Activations

- 2025 Riverfront Partnership Revenue: \$431,202 + 131%
- Riverfront Community & Partner Activations
  - Gesa Credit Union Signage & Holiday Village
  - Promotional Booths: WSECU Fall Fest + Numerica Tree Lighting
  - 60+ In-kind + paid partnerships
- Ribbon cutting support
- Support booths at community events
- Support the work of DVC and DVCAC
- Coordination and support for a few hundred volunteers



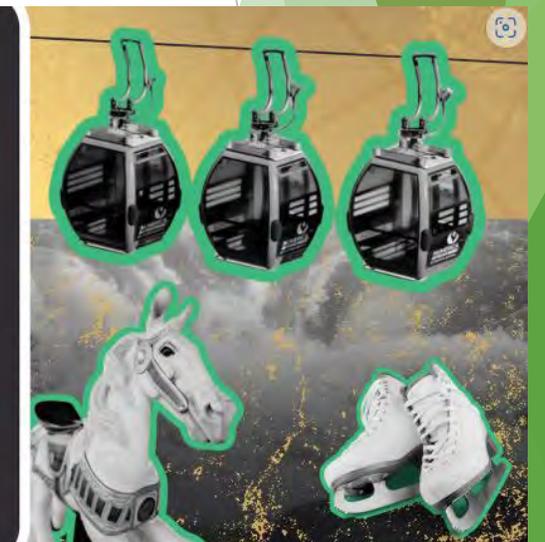
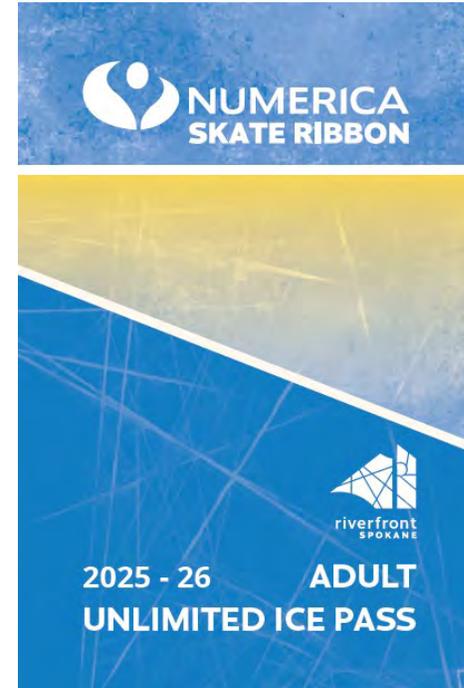
# Riverfront Special Offers & Passes

## Riverfront Pass & Promotion Sales

- SkyRide Promo \$2 Off: 62 | +40%
- Unlimited Ice Pass: 688 | -76%
- All Access Day Pass: 148 | +82%

## SkyHigh Savings Promotion

- Targeted cost-conscious locals
- 1,593 | \$16,248 Revenue | -12%



# 2024-25 Riverfront Community Event Attendance

Community Event	2024	2025	%Diff
Spring Market	3,200	3,900	+2%
Easter Egg Hunt	2,800	2,700	-4%
4 <sup>th</sup> of July	25,800	35,600	+38%
Summer Carnival	40,200	64,100	+59%
WSECU Fall Festival	11,000	9,200	-16%
Numerica Tree Lighting	6,600	6,200	-6%
<b>TOTAL</b>	<b>89,600</b>	<b>212,700</b>	<b>+137%</b>

**NEW! Holiday Village**

**29,300**

## 2025 Total Park Visits: 1.9M

- +7% YoY
- +9% Yo2Y
- +26% Yo3Y

# 2024-25 Riverfront Revenue Comparison

Department	2024	2025	% Diff
Attractions	\$2,009,098	\$2,239,245	+11%
Retail	\$278,156	\$284,377	+2%
Events	\$497,775	\$603,965	+21%
Sponsorship	\$186,500	\$431,202	+131%
Foodservice	\$374,848	\$465,446	+21%
Parking	\$382,248	\$508,819	+33%

## 2026 Look Ahead

- Sponsorship development: RFP + new levy projects
- Levy projects outreach, education
- DH digital campaign
- New website



City of Spokane  
**PARKS  
& RECREATION**

<b>Spokane Park Board</b> March 2026	Term Ends	Riverfront Park	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Joint Arts	Development and Volunteer	Liaisons
<b>Bob Anderson – President</b> banderson@spokanecity.org	2027	✓				Chair			✓	✓	
<b>Barb Richey – Vice President</b> brichey@spokanecity.org	2029		Chair					Chair	Chair		
<b>Garrett Jones – Secretary</b> gjones@spokanecity.org	N/A										
<b>Greta Gilman</b> ggilman@spokanecity.org	2028			Chair	✓	✓					
<b>Sally Lodato</b> slodato@spokanecity.org	2027			✓	Chair			✓			
<b>Gerry Sperling</b> gsperling@spokanecity.org	2029	Chair	✓			✓		✓			
<b>Doug Kelley</b> dtkelley@spokanecity.org	2027		✓	✓	✓						CF
<b>Lindsey Shaw</b> lshaw@spokanecity.org	2030	✓				✓	Chair			✓	PF
<b>Lee Williams</b> lwilliams@spokanecity.org	2030				✓	✓	✓			Chair	
<b>VACANT</b>											
<b>VACANT</b>											
<b>Paul Dillon</b> pdillon@spokanecity.org	N/A										CC

PF = Spokane Parks Foundation

CF = Conservation Futures

CC = City Council