



Special Meeting Notice/Agenda

City of Spokane Park Board

Riverfront Park Committee

Monday, October 5, 2015, 8:05 am

City Council Briefing Center, LL, City Hall

Sam Song – Interim Director, Riverfront Park

Committee Members:

Dunau, Andy – Chairperson
Kelly, Ross
Potratz, Preston
Selinger, Samuel
Traver, Susan
McGregor, Ted
Allen, Mike – Council Liaison

A special meeting of the City of Spokane Park Board will be held at 10:00 a.m. on Monday, October 5, 2015, **City Council Briefing Center**, City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format for the Riverfront Park Committee of the City of Spokane Park Board. Because a quorum of the Park Board may be present, the standing committee meeting will be conducted as a committee of the whole board.

The meeting will be open to the public, with the possibility of moving into executive session only with the members of the Park Board and appropriate staff. Discussion will be limited to appropriate officials and staff. Public testimony may be taken at the discretion of the committee chair.

Agenda

Action Items:

- | | |
|--|-------------------|
| 1. MOU with Spokane Parks Foundation | Chris Wright |
| 2. Capital Campaign Resolution | Chris Wright |
| 3. Arts Commission Contract and Addendum | Juliet Sinisterra |

Information Items:

- | | |
|---|--------------------------------|
| 1. Redevelopment Updates | |
| a) Design Team Recommendation for Ice Rink and Year Round Recreation Facility | Berry Ellison |
| b) Convene Initial Meeting for Arts Commission | Juliet Sinisterra |
| c) Use of Bond or Park Fund for Capital Campaign | Chris Wright |
| d) Board Design Input: Pavilion and Carrousel | Andy Dunau |
| e) Other Updates: PMT, Marketing, etc. | Berry Ellison & Monique Cotton |

Discussion Items:

None

Standing Report Items:

- | | | |
|---|--------|----------------------|
| 1. Operation Reports and September Financials | 15 min | Jeff Bailey/Sam Song |
| 2. Sister Cities Garden Updates | 10 min | Margo Buckles |

Agenda is subject to change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may contact Gita George-Hatcher 48 hours before the meeting date at (509) 625-7083, 808 W. Spokane Falls Blvd., Spokane WA, 99201, or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1.



Minor Contract Summary

OPR # 2015-0358
Cross Ref _____
Destruct Date: 2024

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on **green** paper)

CR#: 15454
To Be Completed by Accounting

DATE: April 16, 2015

RECEIVED

APR 22 2015

Type of Contract:

☒ New Contract ☐ Renewal ☐ Amendment ☐ Extension ☐ Public Works ☐ Other

CITY CLERK'S OFFICE
SPOKANE, WA

Contractor/ Name: Spokane Arts
Consultant/ Address: 801 West Riverside Avenue, Ste. 301 P.O. BOX 978
Vendor City, State, Zip: Spokane, WA 99201 Spokane, WA 99210
Remittance Address: same as above
City, State, Zip:
Phone:
E-Mail:

Summary Public Art consultancy for Riverfront Park related to oversight of the Public Art Committee and support
Of Services around the selection of public artists.

Amount: \$22,000 Check if tax is included ☒

Budget Code(s): 3346-49549-94000-56315-48146

Funding Source if not Dept. Budget (e.g. CD, Dept of Justice, Federal, etc):

Beginning Date: 4-20-2015

Expiration Date: 4-12-2018

Open Ended: ☐

- | | |
|---|---|
| <input checked="" type="checkbox"/> Quotes (per Purchasing Policy) | <input checked="" type="checkbox"/> W-9 (for New contractors/consultants/vendors) |
| <input checked="" type="checkbox"/> City of Spokane Business License #: 601 792 904 | <input checked="" type="checkbox"/> Insurance Certificate |
| | <input type="checkbox"/> Contractor is on the City's A & E Roster |

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Juliet Sinisterra

Requestor

Division Manager: Leroy Eadie

Type/Print Name

Director of Parks and Recreation: **Leroy Eadie**

Funds are available in the appropriate budget account:

Accountant: **Kathleen Keck**

LE
Initials
LE
Initials
KK
Initials

Distribution List: By: _____ Date: _____

Parks & Recreation:	Additional Dept:
Park Accounting: Parks Accounting	Additional Dept:
Other:	Contractor:
Other:	E-mail: <u>laura@spokanearts.org</u>

CONSULTANT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and SPOKANE ARTS, whose address is 801 West Riverside Avenue, Suite #301, Spokane, Washington 99201, as "Consultant".

The parties agree as follows:

1. DESCRIPTION OF WORK.

The Consultant shall perform the following work or services for the City:

PROVIDE SERVICES FOR PUBLIC ART CONSULTANCY FOR RIVERFRONT PARK AND ITS OVERSIGHT AND SUB-COMMITTEES. SCOPE OF SERVICES ARE DETAILED IN THE ATTACHED PROPOSAL; WHICH INCLUDES: FACILITATE THE PUBLIC ART COMMITTEE, CREATE A SITE-MAP, DEVELOP A SERIES OF CALLS FOR ARTISTS, DEVELOP AN RFP FOR COMMUNITY-BASED PUBLIC ARTWORKS, CONSULT WITH PARKS ON THE DESIGN AND PRODUCTION OF A NEW SCULPTURE WALK GUIDE, AND CONSULT ON SITE-PLACEMENT FOR ARTWORKS IN STORAGE.

The Consultant represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the region, in effect at the time those services are performed.

2. CONTRACT TERM. This Agreement is effective on April 20, 2015 and shall end on April 12, 2018.

3. COMPENSATION. The City shall pay the Consultant an amount not to exceed TWENTY-TWO THOUSAND AND NO/100 DOLLARS, (\$22,000.00) as full compensation for the services provided for under in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

4. PAYMENT. The Consultant shall submit its applications for payment to Parks and Recreation Department, Administration Office, Fifth Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made 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 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.

5. **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 Consultant for all work previously authorized and performed prior to the termination date.

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

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

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

9. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship will be created by this Agreement.

10. **INDEMNIFICATION.** The Consultant shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Consultant's performance of this Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

The Consultant waives its immunity under Industrial Insurance, Title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

11. **INSURANCE.** During the term of the Agreement, the Consultant 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;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,500,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Agreement; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$300,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or 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 Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish an acceptable Certificate of Insurance (COI) to the City at the time the Consultant returns the signed Agreement.

12. 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 Consultant 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 Consultant.

13. 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 Consultant 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 Consultant 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.

14. 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.

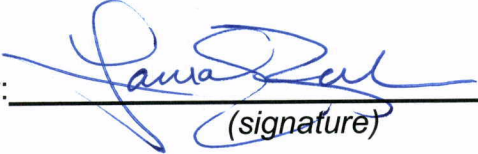
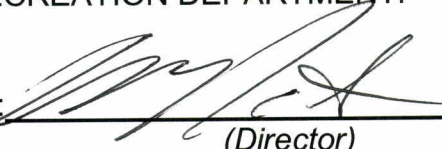
15. AUDIT / RECORDS. The Consultant and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-companies shall provide access to authorized City representatives at reasonable times and 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.

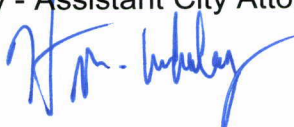
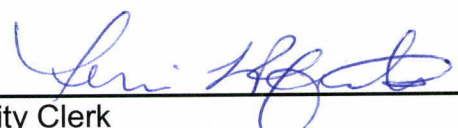
16. MISCELLANEOUS PROVISIONS.

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.

SPOKANE ARTS By: <u></u> (signature) Print Name: <u>Laura Becker</u> Title: <u>Executive Director</u> Date: <u>4/1/15</u> Email: <u>laura@spokanearts.org</u>	CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT: By: <u></u> (Director) Date: <u>4/20/15</u>
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Pre-approved as to form: Hunt M. Whaley - Assistant City Attorney <u></u>	Attest: <u></u> City Clerk Date: <u>4/22/2015</u>
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Attachments that are part of this Agreement:
Consultant's detailed proposal submitted to the City



15-475



CERTIFICATE OF LIABILITY INSURANCE

SPART-3

OP ID: LD

DATE (MM/DD/YYYY)

03/24/2015

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

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

PRODUCER Fidelity Associates, Inc. P.O. Box 3144 Spokane, WA 99220-3144 Kimberly V. Krogh, ARM		CONTACT NAME: Lisa Dyer PHONE (A/C, No, Ext): 509-747-3121 E-MAIL ADDRESS: ldyer@fidelityins.com FAX (A/C, No): 509-623-1073	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Transportation Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		5085512562	10/16/2014	10/16/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5085512562	10/16/2014	10/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Stop Gap Liability			5085512562	10/16/2014	10/16/2015	

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

Certificate holder is Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
Parks & Recreation Department
Juliet Sinisterra, Program Mgr
808 W Spokane Falls Blvd
Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa M Dyer

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Spokane Arts, in partnership with the City of Spokane and Riverfront Park seeks to provide services for public art consultancy for Riverfront Park and its oversight and sub-committees.

Spokane Arts represents the joint efforts of the 501c3 Spokane Arts Fund and the City of Spokane's Arts Commission, working together to amplify Spokane as the cultural hub and catalyst for the Inland Northwest through arts leadership, advocacy, networking and support. We aim:

- To be unifying voice for the arts
- To build appreciation and understanding of the value of the arts
- To cultivate success of artists and arts organizations
- **To support arts in public places**

In keeping with our mission, we are thrilled to offer our services for this project. Historically we have managed the selection, placement, planning and design of municipal public art projects, including Spokane's Sculpture Walk, Spokane International Airport art collection, the Public Facilities District public art collection, and murals projects.

SCOPE OF SERVICES

SPOKANE ARTS will:

- Convene and facilitate the Public Art Committee, a joint-committee of 3 Parks Board members and 3 Spokane Arts Commissioners
- Select a curator and/or a public art administrator to present best practices and project precedents for art plans within municipal park settings to the Public Art Committee.
- Create a site-map with art locations and/or art opportunities in partnership with Parks staff and approved by the Public Art Committee.
- Develop a series of calls for artists through a competitive RFQ process that will be used to select a suite of artists to create site-specific artwork for the Park. The three projects that will generate RFQs will be:
 1. Multi-media artworks/installations
 2. Sculpture/environmental artworks
 3. Play sculpture/structure
- Develop an RFP for community-based public artworks: this RFP is intended to review projects that are not funded through the Riverfront Park art program but will potentially be given sites within Riverfront Park to site either pre-existing or artworks under fabrication as per previous arrangement with Parks staff. Up to three community-based projects will be managed under this scope of services *The Sister Cities Project* will be included. These projects will need to first be reviewed and approved by the Public Art Committee.

- Consult with PARKS on the design and production of a new sculpture walk guide, as well as any application that may be developed to host information on the artworks within the Park. The printing and design will be managed and funded by PARKS.
- Consult on site-placement for artworks in storage, as necessary.

COMPENSATION

SPOKANE ARTS will provide all work under this scope of services. SPOKANE ARTS staff or SPOKANE ARTS public art consultants will be responsible for all services rendered. SPOKANE ARTS will submit billable hours to PARKS at the rate of **\$100 per hour**. Invoices will be submitted monthly as work is being done.

Phase 1 (public art committee appointment, site plan, RFQ) estimated hours: 40

Phase 2 (artist selection, site tours, contracts) estimated hours: 80

Phase 3 (fabrication, installation, public outreach) estimated hours: 100

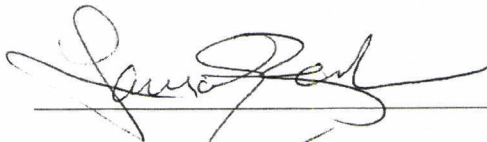
Should hours be exceeded, a subsequent arrangement can be negotiated. These hours are an estimation of the amount of billable hours these projects will accrue.

STAFF BIOGRAPHIES

Laura Becker

Executive Director of **Spokane Arts**, Laura has managed 1% for Art projects for the Seattle Department of Transportation (SDOT) and the Office of Arts & Culture and the Washington State Arts Commission, serving as a consulting artist, designer and project manager. Laura has developed several temporary art activation programs within the city of Seattle, including the award-winning program *Art Interruptions*. Laura has been a champion for arts and culture over the last decade, balancing leadership roles in both public arts administration and non-profit management.

Signed:



Laura Becker, Spokane Arts Executive Director

1-28-15
Date



Juliet Sinisterra, Project Manager

4.22.15
Date

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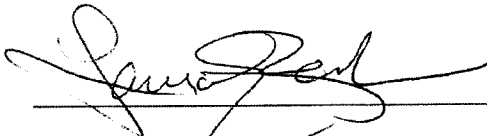
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Signed:



Laura Becker, Spokane Arts Executive Director

1-28-15

Date

Juliet Sinisterra, Project Manager

Date

ADDENDUM

The following process for the Public Art Committee was established in the “Riverfront Park Bond Ad Hoc Citizen Committees” by the Park Board on November 10, 2014.

Riverfront Park Redevelopment Public Art Committee will be a joint temporary ad hoc committee consisting of three representatives of the Park Board, one acting as Committee Chair, appointed by the Park Board President, and three representatives of the Arts Commission. The committee will serve in the capacity of the Selection Committee as specified in the City of Spokane’s Municipal Arts Plan. The committee will use a consensus based decision making process when making recommendations to the Design Steering Committee and the Park Board. The Committee will be managed by Spokane Arts with support from the Riverfront Park Redevelopment Program Manager, and the Agency Arts Project Committee, as defined in the City of Spokane’s Municipal Arts Plan, consisting of Parks staff, as required, and a member of the Spokane Arts Commission.

The Public Art Committee will report to the Design Steering Committee as recommendations for consideration are ready to move forward, and as input from the Design Steering Committee is requested. Committee members will commit to monthly meetings for a one year time period to provide recommendations to the Park Board via the Design Steering Committee on the following:

- Strengthen goals and definitions outlined in the Master Plan as they apply to public artworks;
- Define a site map for all future artworks (funded and unfunded) in the Park that fits the expected flow of pedestrians and harmonizes with public spaces;
- Determine the number of artworks that will be funded through the Riverfront Park Redevelopment budget and additional artworks to be funded through alternate funding sources;
- Establish budget allocations per RFQs based on general budget provided by Parks staff;
- Advise on all artwork to be implemented and/or relocated within the park, ensuring that the artwork is compatible with the purpose, use, aesthetic, durability and environmental characteristics of the site; and that safety, vandalism potential, and impact on maintenance and operation are within acceptable limits;
- Advise on all artwork donations within Riverfront Park;
- Advise on all fundraising potentials including grants and private donations related to artwork in Riverfront Park;
- Advise on all business development opportunities within the Park related to the manufacturing, licensing and resale of artwork within the Park;
- Create a prospectus for RFQs and issue RFQs prior to overall park grounds design completion of 30%. RFQs to incorporate the following:
 - Clarify storytelling and themes used to define the Park;
 - Define how light and sound might integrate into public art;
 - Define art that appeals to the widest demographic, is culturally sensitive and relevant to the region;

- Define one or more pieces that can be touched, felt or played on;
- Allow for the integration of art into infrastructure components, e.g. -- bridge railing, stair railings, bridge lighting, Pavilion lighting, etc.;
- Integrate proposed art with current RFP art, and identify pieces to be decommissioned and land to possibly be used community-based art projects; and
- Incorporate ongoing arts maintenance and security plan.
-

Spokane Arts, as a contractor of the City of Spokane will provide the following in consultation with Parks and Recreation Division staff, specifically the appointed Program Manager:

- Coordinate, schedule and document all meetings of the Public Art Committee;
- Through the facilitation process, Spokane Arts will offer an orientation meeting for the Public Art Committee at which they will be given a presentation of best practices and precedents of public art programs that are aligned with the programmatic vision for Riverfront Park, using the Master Plan to inform that presentation. Public Art Committee members will more closely define at this meeting, a philosophical approach to the process and will develop language to shape the first call for artists, ultimately to be executed by Spokane Arts staff and reviewed/approved by Public Art Committee;
- Spokane Arts, facilitating the Public Art Committee, will develop all calls for artists, requests for qualifications (RFQs), and requests for proposals;
- The Public Art Committee with the guidance of Parks staff, will set budget amounts for the individual calls for artists;
- Spokane Arts will issue the calls for artists using an online platform through WESTAF called Call for Entry (www.callforentry.org). Eligibility will be decided for each individual call and will be either regional, national or international per the recommendations of the Public Art Committee. Calls for artists will not be issued all at once, but rather staggered over an approximate six month period of time, as recommended by the Public Art Committee. All submissions for each call will be reviewed by the Public Art Committee and finalists will be identified through published selection criteria. The Public Art Committee will select finalists for each call to be interviewed by the Public Art Committee. The Public Art Committee will make a final recommendation of artists or artist teams to the Park Board via the Design Steering Committee.
- Spokane Arts will work with Parks to issue design contracts for each commission. The Public Art Committee will make recommendations for approval of concepts and proposals, which will then be presented to the Design Steering Committee and then the Park Board for final approval. Artists will then be issued commission contracts upon Park Board approval.

Preliminary Public Art Budget:

	Phase 1	Phase 2
Central Plaza	\$600,000	\$150,000
North Bank Lower Plaza		\$350,000
Playground Art Piece		\$200,000

Existing Art Upgrades	\$50,000	
Pavilion Walls & Roof Sculpture		\$650,000
Multi-Media Sound & Light		TBD
Total	\$650,000	\$1,350,000

*Phase 1 is funded in \$64.3 million bond. Phase 2 would be funded through additional dollars available in the \$64.3 million bond, private donors and/or capital campaign.

Proposed Public Art Committee Schedule

Proposed meeting dates:

3rd Wednesday of every month from 3:30-5:30PM, some special meetings may be required.

October 2015	1 st meeting, Introductory informational session with public arts consultant presentation.
November 2015	2 nd meeting with committee, review of preliminary public art site map for potential projects, discussion of project scope and budget delivery, 1 st call developed and reviewed by public art committee
December 2015	#1 call for artists released, #2 call developed and reviewed by public art committee
January 2015	#2 call for artists released
February 2015	First two artists or artists teams are selected, Call #3 developed and reviewed
March 2016	#3 call for artists released, #4 call developed and reviewed by public art committee
April 2016	#4 call for artists released
May 2016	All artists selected and under contract

CONTRACT ADDENDUM

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and SPOKANE ARTS, whose address is 801 West Riverside Avenue, Suite #301, Spokane, Washington 99201, as "Consultant".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to PROVIDE SERVICES FOR PUBLIC ART CONSULTANCY FOR RIVERFRONT PARK AND ITS OVERSIGHT AND SUB-COMMITTEES. SCOPE OF SERVICES ARE DETAILED IN THE ATTACHED PROPOSAL; WHICH INCLUDES: FACILITATE THE PUBLIC ART COMMITTEE, CREATE A SITE-MAP, DEVELOP A SERIES OF CALLS FOR ARTISTS, DEVELOP AN RFP FOR COMMUNITY-BASED PUBLIC ARTWORKS, CONSULT WITH PARKS ON THE DESIGN AND PRODUCTION OF A NEW SCULPTURE WALK GUIDE, AND CONSULT ON SITE-PLACEMENT FOR ARTWORKS IN STORAGE; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated April 1, 2015, April 20, 2015, April 22, 2015, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Contract Addendum shall become effective October 8, 2015.

3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:

PROVIDE THE FOLLOWING AS OUTLINED IN THE ATTACHED ADDENDUM TO SCOPE OF SERVICES: COORDINATE, SCHEDULE, AND DOCUMENT ALL PUBLIC ART COMMITTEE MEETINGS; OFFER ORIENTATION TO THE PUBLIC ART COMMITTEE; DEVELOP ALL CALLS FOR ARTISTS, RFQS, AND RFPS; SET BUDGET AMOUNTS WITH PARKS STAFF GUIDANCE; AND WORK WITH PARKS TO ISSUE DESIGN CONTRACTS.

4. **COMPENSATION.** The City shall pay the Company no additional compensation for the work and services provided for in this Contract Addendum.

<p>SPOKANE ARTS</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT</p> <p>By: _____ <i>(Director)</i></p> <p>Date: _____</p>
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<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p> <p>DATE: _____</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p> <p>15-651</p>
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Attachments that are part of this Contract Addendum:

OPR #2015-0358 which includes the Consultant's detailed proposal submitted to the City Addendum Scope of Services