



Special Meeting Notice/Agenda City of Spokane Park Board Riverfront Park Committee

8:05 a.m. Monday, April 8, 2019

City Council Briefing Center, lower level City Hall
808 W. Spokane Falls Blvd., Spokane WA 99201
Riverfront Park Director Jonathan Moog

Committee Members:

Ted McGregor – Chair
Jennifer Ogden
Rick Chase
Gerry Sperling
Jamie SiJohn

A special meeting of the City of Spokane Riverfront Park Committee will be held at 8:05 a.m. Monday, April 8, 2019, City Council Briefing Center, City Hall, 808 W. Spokane Falls Blvd., 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. [Concert Production and Booking Service Agreement](#) – *Jonathan Moog & Amy Lindsey*
2. [US Pavilion Folding Chairs and Carts](#) (\$93,087.72) – *Jonathan Moog*
3. [Garco Construction Change Order #14 for Promenade](#) (\$64,884.00) – *Berry Ellison*
4. [Cameron Reilly Construction Change Order #1 for Avista Access](#) (\$31,250.66) – *Berry Ellison*
5. [Sister Cities Donor Recognition for Decorative Concrete Paving](#) – *Berry Ellison*
6. [Big Belly Solar Refuse & Recycle Bins for Promenade](#) (\$2,710.00 and Annual Lease \$18,204) (Non Bond) – *Berry Ellison*
7. [Administrative Reserve Policy for Bond Construction Contracts](#) – *Berry Ellison*
8. [North Bank Playground Schedule Change](#) – *Berry Ellison*

Discussion Items:

1. None

Information Items:

1. None

Standing Report Items:

1. [Operations report](#) – *Jonathan Moog*
2. [Riverfront Park redevelopment budget-to-actual update](#) – *Danielle Arnold*
3. [EPA grants update](#) – *Teri Stripes*

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 call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or erahrclerks@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



Riverfront Park Committee

Agenda Action Item Fact

Meeting date: _____

Presented by: _____

Action Item (Language shall match the language on the agenda.):

Action Item Description:

RFP Bond Budget Impact (Describe as budgeted or non-budgeted.):

Non RFP Bond Budget Impact (i.e., Park Fund or Cumulative Reserve):

Executive Team Recommendation:

Urgency for Approval (describe impact if not approved):

Options for Not Approving:



City of Spokane Parks Department

**CONCERT PRODUCTION AND
BOOKING SERVICES AGREEMENT**

This Concert Production and Booking Services Agreement ("Agreement") is made and entered into by and between the **City of Spokane Parks Department** ("City"), a Washington municipal corporation, and **AEG Presents NW, LLC**, a Delaware limited liability company, whose address is 216 First Avenue South, Suite 320, Seattle, WA 98104-2534 ("AEG"), for AEG to be the exclusive provider of concert production and booking services for the live music venue at the development currently known as the U.S. Pavilion at the Riverfront Park, owned by City and located at 507 N. Howard Street, Spokane, WA 99201 (the "Venue"), which will have an approximate sellable capacity of 4,000. (Final capacity will be determined by the Spokane Fire Marshal upon final certificate of occupancy inspection.) City and AEG are each a "Party" and sometimes referred to herein collectively as the "Parties."

WHEREAS, AEG was selected by City for this Agreement pursuant to RFP #4462-18 issued by City.

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

1. EXCLUSIVITY; CONCERT PRODUCTION AND BOOKING SERVICES.

During the Term (as defined below), AEG shall be the exclusive booking agent, producer and promoter for live concerts and any other events, public or private, in which the live performance of music and/or comedy by a nationally recognized or regional drawing act is a primary featured element at the Venue (including but not limited to radio shows, live televised shows, or other similar live events broadcast from the Venue, etc.) (each a "Music Event" and collectively, the "Music Events"), except that City shall be permitted to produce and promote the Excluded City Events (as defined in Section 2 below), which Excluded City Events shall be deemed City Events, not Music Events, under this Agreement. In connection therewith, AEG may, at its sole option and in its sole discretion, co-promote Music Events with third parties of its choice. City may only book Music Events at the Venue subject to the prior approval of AEG (which approval may be granted or withheld in AEG's sole discretion).

Additionally, during the Term, the Venue shall be AEG's exclusive 4,000-5,000 capacity venue in Spokane, WA.

AEG shall use commercially reasonable efforts to book at least thirty (30) Music Events (inclusive of AEG co-promoted Music Events) throughout the first three (3) full calendar years of the

Initial Term (as defined in Section 3 below) of this Agreement. AEG's targeted minimum number of Music Events (each, individually, a "Target Minimum" and collectively, the "Target Minimums") for each year of the first three (3) full calendar years of the Initial Term are as follows:

- For the 2020 calendar year: Eight (8) Music Events
- For the 2021 calendar year: Ten (10) Music Events
- For the 2022 calendar year: Twelve (12) Music Events

City acknowledges that this Agreement does not constitute an agreement to book, produce, promote or arrange any specific Music Event or any specific number of Music Events at the Venue and that all bookings are subject to scheduling, logistics and artist preference.

Notwithstanding the foregoing, City shall have the right to book both public and private, non-Music Event rentals at the Venue ("City Events") at its own cost, expense and liability, and to retain all revenue therefrom, subject to availability; provided, that (a) such City Events do not interfere with AEG's use of the Venue for Music Events (in accordance with the terms of this Agreement); and (b) City does not use any Third Party Promoter (as defined below) for such events. City Events may include, but not be limited to: community events with local performers, events with educational institutions, weddings, family reunions, yoga and other fitness-related events, beer festivals, religious events, and collaborations with City partners. If any City Event involves the booking of music or comedy performers, City shall give AEG a right of first refusal to provide the booking services (for a separate fee) for such City Event.

City shall not permit any other person, firm, corporation or other entity ("Third Party Promoter") to book, schedule, produce, promote or present any Music Event at the Venue without AEG's prior written consent (which consent may be granted or withheld in AEG's sole discretion), excluding City Events, which shall be subject to the foregoing paragraph. Notwithstanding the foregoing, in the event that a Third Party Promoter requests to promote, produce or present a Music Event at the Venue and AEG consents, AEG shall have the right (exercisable in AEG's sole discretion) to co-promote such Music Event on a basis equal to that of City, or if City is not a co-promoter, equal to that of the Third Party Promoter. Likewise, AEG may choose not to participate in such a proposed event, and in such case, the event will not be subject to the terms of this Agreement.

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

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

- City shall have the right to book City Events during any date falling between October 1 and April 30 during the Term; provided that on September 1 of each year, City shall open the calendar for the Venue so that AEG may place holds and otherwise book Music Events on dates between October 1 of that year and April 30 of the next year, which dates do not otherwise have a confirmed booking at the time of AEG's booking. If AEG desires to make a booking for a date between October 1 and April 30 prior to September 1, such booking shall require the consent of City.
- Except for the Blackout Dates described below, AEG shall have the right to book Music Events during any date falling between May 1 and September 30 during the Term; provided that on April 1 of each year, City shall be permitted to submit and challenge dates

between May 1 and September 30 of that same year in order to book City Events and AEG agrees to respond to any challenged dates within seventy-two (72) hours of notice. If City desires to make a booking for a date (other than the Blackout Dates) between May 1 and September 30 prior to April 1, such booking shall require the consent of AEG.

Blackout Dates: City shall have the right to produce, promote and present the following four (4) annual City Events at the Venue during each year of the Term, which events shall take place on up to thirteen (13) total dates to be mutually agreed upon by the parties (the "Blackout Dates") each year of the Term; provided that City must give AEG advanced notice of all proposed Blackout Dates for each year of the Term on or before November 1 of the prior year:

- Pig Out in the Park, which is held over a six (6) day period including Labor Day weekend each year. The event includes live music performances, food and market vendors (e.g. arts, crafts).
- Powwow, which is held over a three (3) day period during the third weekend in August each year. Powwow is an annual gathering of Spokane tribes to celebrate Native American heritage and includes dancing and singing competitions and market vendors (e.g. food, arts and craft).
- Hoopfest, which is held over a three (3) day period over the last weekend in June each year. Hoopfest includes multiple 3-on-3 basketball tournaments, food and beverage vendors, and other basketball/sports centric activities and promotions.
- Pride, which is a national one (1) day celebration typically held on the second Saturday in June.

Excluded City Events: The following events shall be the "Excluded City Events" (which shall be considered City Events, not Music Events, for the purposes of this Agreement) as long as they contain only such live performance of music and/or comedy elements as are specifically described in this Agreement for such Excluded City Events:

- each of the City Events held on the Blackout Dates, as described above; and
- a to-be-named film series event, similar to Film on the Rocks at Red Rocks, which includes a performance by a single small local band, which will be scheduled in accordance with the Booking Procedure described above.

If City desires to add live performance of music and/or comedy elements (that are not described in this Agreement) to any of the Excluded City Events, City shall request approval from AEG and shall give AEG a right of first refusal to provide the booking services (for a separate fee) for such elements.

3. TERM OF AGREEMENT; OPTIONS.

Subject to either Party's rights to terminate this Agreement in accordance with the terms set forth herein, the term of this Agreement shall commence as of the date of the last signature set forth on the signature pages below and shall continue until and through December 31, 2022 (the "Initial Term"). Upon conclusion of the Initial Term, AEG may extend the term of this Agreement for an additional two (2) calendar years, subject to the approval of City (the "Option" and such additional time period, the "Option Period"), on the same terms and conditions as set forth herein (except that there shall be no specific Target Minimums for any year of the Option Period). The Initial Term and the Option Period (if any) are herein referred to collectively as the "Term." AEG may exercise the Option by giving City written notice of exercise no later than the end of the Initial Term.

4. COMPENSATION / PAYMENT.

As full and complete consideration for the rights granted herein, AEG will pay to City, for each year of the Term, an annual facility rental fee (the "Facility Rental Fee"), which shall be calculated as follows:

- For the portion of the 2019 calendar year included in the Term: \$2 per ticket sold to each Music Event held at the Venue during the 2019 calendar year (provided that, for the purposes of this Section 4, the Venue's grand opening shall not be included as a Music Event).
- For each calendar year of the Term thereafter: the greater of (a) \$2 per ticket sold to each Music Event held at the Venue during such calendar year or (b) \$80,000 (regardless of the number of shows).

Notwithstanding the foregoing, the parties agree that if the Venue is not built and ready for use as contemplated by this Agreement on or before January 1, 2020, the annual Facility Rental Fee for the 2020 calendar year shall be calculated as \$2 per ticket sold to each Music Event held at the Venue during the 2020 calendar year (i.e., subsection (b) of the calculation shall not apply). Further, if the Venue is not built and ready for use as contemplated by this Agreement by January 1 of any subsequent year of the Term, the annual Facility Rental Fee for such subsequent calendar year shall also be calculated as \$2 per ticket sold to each Music Event held at the Venue during such calendar year (i.e., subsection (b) of the calculation shall not apply).

Payment of the annual Facility Rental Fee will be made by AEG to City in quarterly payments throughout the Term, with the last payment for each calendar year made within thirty (30) days after the last Music Event for that calendar year. Beginning in 2020, the first three payments for each year of the Term will each be in the amount of Twenty Thousand Dollars (\$20,000) and the fourth payment will be either in the amount of Twenty Thousand Dollars (\$20,000) or such greater amount as may be due pursuant to the calculation of the total Facility Rental Fee for that year as described above.

5. FOOD AND BEVERAGE REVENUE.

City shall engage, at City's cost and expense, a third-party concessionaire (the "Concessionaire") to conduct the food and beverage concessions at the Venue. City shall consult with AEG and reasonably cooperate with AEG regarding the selection of the Concessionaire, the agreement with the Concessionaire, and the placement of the concession locations at the Venue, and shall appoint an AEG representative to the Concessionaire RFP selection committee for the Venue. AEG shall assist City with procuring the Concessionaire through the AEG representative appointed to the Concessionaire RFP selection committee.

As between the Parties, City shall be entitled to 80% and AEG shall be entitled to 20% of the gross amount due to City from the Concessionaire with respect to the food and beverage concessions at the Venue during each Music Event ("F&B Revenue"); provided that if AEG exceeds the Target Minimum number of Music Events for the particular year, AEG shall be entitled to the following adjusted percentage of the F&B Revenue for the number of Music Events in excess of the Target Minimum for that year and AEG shall be permitted to select which Music Events in that year shall be subject to the adjusted percentage:

- For the 2020 calendar year: 30% (if AEG exceeds eight (8) Music Events)
- For the 2021 calendar year: 35% (if AEG exceeds ten (10) Music Events)

- For the 2022 calendar year: 40% (if AEG exceeds twelve (12) Music Events)

During the 2023 calendar year and during the Option Period, if any, AEG shall be entitled to 20% of the F&B Revenue; provided that if AEG books, produces and/or promotes more than twelve (12) Music Events in any particular year, AEG shall be entitled to 40% of the F&B Revenue for the number of Music Events in excess of twelve (12) and AEG shall be permitted to select which Music Events in that year shall be subject to the increased percentage.

For the avoidance of doubt, by way of example, if AEG produces eight (8) or fewer Music Events in 2020, AEG will receive 20% of the F&B Revenue for each of the eight (8) Music Events. However, if AEG produces ten (10) Music Events in 2020, AEG will receive 20% of the F&B Revenue for eight (8) of the Music Events and 30% for two (2) of the Music Events, and AEG shall be permitted to select the two (2) Music Events to which the 30% rate applies.

If AEG chooses to use the Concessionaire for any backstage catering (e.g., feeding artists, AEG staff, etc.) at any Music Event, the Concessionaire's services shall be provided at cost (i.e., at the same cost as is charged to City by Concessionaire) plus ten percent (10%). If AEG chooses to use the Concessionaire for any private event catering at any Music Event (e.g., if a private party occurs at or in connection with a Music Event), the Concessionaire's services shall be provided at cost plus ten percent (10%). If AEG chooses to use a different concessionaire for either of the purposes described in this paragraph, AEG shall pay a ten percent (10%) service charge for doing so.

AEG shall notify City in advance of the applicable Music Event if AEG wishes to provide catered food for any of its patrons, Artists, guests, or employees at the Music Event. Food and non-alcoholic beverage catering services to be used by AEG in connection therewith should not interfere with Venue's concessions.

In compliance with Washington laws relating to the sale and distribution of alcoholic beverages, only the Venue's Concessionaire may order or serve alcoholic beverages at the Venue.

6. SPONSORSHIP REVENUE; COMMISSION.

City and AEG are both entitled to secure sponsorships for the Music Events and/or the Venue (provided, that no such sponsorship secured by AEG shall permanently rename the Venue (i.e., naming rights sponsor)), subject to the prior written approval of the other Party as to both sponsor and the terms of such sponsorship. Each Party shall be entitled to a twenty percent (20%) commission payable directly to itself on any cash sponsorship fees ("Sponsorship Fees") secured through or as a direct result of its efforts ("Commission"), which Commission amount shall not be included as Adjusted Gross Revenue. The remainder of the Sponsorship Fee, less any costs associated with securing the sponsorship and/or the sponsorship activation, shall be shared equally by the Parties (i.e., City shall receive 50% and AEG shall receive 50%). No Commission is payable on any in-kind sponsorship fees. City and AEG shall share in the activation duties associated with any sponsorship, which duties shall be mutually agreed upon and outlined in individual sponsorship agreements.

7. MUSIC EVENT REVENUE AND COSTS.

AEG shall bear 100% of any Event Losses and shall be entitled to 100% of any Event Profits.

“Event Losses” shall mean for each Music Event, when there is insufficient Adjusted Gross Revenues to pay the full amount of the Approved Event Costs.

“Event Profits” shall mean for each Music Event, when Adjusted Gross Revenues exceed the full amount of the Approved Event Costs.

“Adjusted Gross Revenues” shall mean all revenues from each Music Event received by the Parties including without limitation all ticket sales receipts, ticket rebates, any facility fees, revenue from VIP services, promoter profit, Sponsorship Fees (as defined above), and any commission or other share of revenues from Artist (as defined below) merchandise sales not belonging to the Artist and Music Event merchandise sales, net of any and all applicable sales taxes and/or commissions.

“Approved Event Costs” shall mean all expenses incurred for each Music Event. All other expenses incurred by City must be approved in advance and in writing by AEG. All expenses charged to a Music Event by either Party shall be the actual out-of-pocket costs incurred by such Party and shall not include any mark-up or surcharge. Approved Event Costs shall not include either party’s general administration or overhead costs.

8. EVENT SETTLEMENT.

The Parties agree to settle Music Events on an event-by-event basis. The night of each Music Event, AEG and City shall prepare an accounting and reconciliation of the event. The Parties will make available to each other copies of financial information reasonably necessary to verify such settlement. Any outstanding payments due between the Parties shall be made on a monthly basis during the Term. In the event that a payment from City is not made when due then AEG may suspend its obligations hereunder, recoup 100% of profits from future Music Events up to the amount of such payment and/or take any other actions to recoup such money in its sole discretion.

9. AEG OBLIGATIONS.

In addition to any other responsibilities set forth in this Agreement, AEG shall be solely responsible for the following related to the Music Events:

Artist Agreements:

- Identifying, selecting, negotiating with and securing by contract each performer or attraction (each, an “Artist”) that is the subject of a Music Event (“Artist Agreement”). City shall have no approval right financial or otherwise over the Artists.
- Paying all deposits to, and settling with, Artists.
- Paying all ASCAP, GMR, BMI & SESAC royalties related to the Artist performances.
- Managing the sale of Artist merchandise either by the Artist or AEG on behalf of the Artist.

Marketing:

- Acting as lead on all marketing efforts for each Music Event. (The marketing plan may include digital, television, radio, print and other campaigns, and may include, at AEG’s discretion, cross-promotion with other AEG-affiliated venues.)
- Coordinating with City on all advertisements, promotions and e-mail marketing related to each Music Event.
- Coordinating with City on all social media for each Music Event.

- Coordinating with Artist on all marketing related to each Music Event.

Music Events:

- Providing the personnel necessary to produce the Music Events, including ticket takers, ushers, hospitality, stagehands and stage manager(s), wardrobe personnel, sound and light technicians, forklift operators, and any other laborers required to stage the Music Event.
- Providing security for the Events (except that in no event shall AEG be responsible for alcohol enforcement security, which shall be the responsibility of the Concessionaire and shall be paid for by the Concessionaire, or basic Venue security, which is a City obligation). City shall be responsible for ensuring that the Concessionaire agrees to provide, and pay for, the alcohol enforcement security for the Music Events. Whether AEG opts to use the City's contracted security provider or not, Music Event security (but not alcohol enforcement security) shall be an Approved Event Cost.
- Coordinating with City on Music Event show times including doors, start time, intermissions, dB restrictions and curfews as defined by Spokane Municipal code and City noise ordinance.
- Managing Music Event load-in and load-out and day-of coordination.
- On an event-by-event basis, work with City to mutually determine any City staffing required for the Music Event.

Other Obligations:

- Managing the booking calendar, including holds and confirmations, for the Venue.
- Organize, attend and lead event planning meetings (including with the City) in advance of each Music Event.
- Coordinate with City regarding the utility services (electrical, telecommunications, AV), rigging, staging, lifts, and catering needs for the Venue and each Music Event.
- Create an annual operations plan for the season at the Venue ("Season Operations Plan"), which Season Operations Plan will include a list of the anticipated Music Events for the applicable season, the expected capacity for the Music Events, the anticipated load-in and load-out dates for the Music Events, the spaces at the Venue to be used for the Music Events, the expected deliveries for the Music Events, the expected security, concessions and staffing requirements for the Music Events, and other basic anticipated Venue needs for the season. AEG will coordinate with City in the creation of the Season Operations Plan to ensure that City can fulfill any City obligations in the Season Operations Plan. The Season Operations Plan will be delivered to City on or before March 1 of each year of the Term and shall be subject to City's reasonable approval.
- Create a show event plan ("Show Event Plan"), to be delivered to City at least one week in advance of the applicable Music Event, which Show Event Plan will include the show run of events. AEG will coordinate with City in the creation of the Show Event Plan to ensure that City can fulfill any City obligations in the Show Event Plan (either directly or through third parties). Any changes to the Show Event Plan will be communicated to the City as soon as reasonably practicable.
- Create an annual production rider for the Music Events for the season at the Venue ("Production Rider"), to be delivered to City on or before March 1 of each year of the Term. The Production Rider will include a description of the utility services (electrical, communication, AV, etc.), rigging requirements, staging needs, lifts, backstage catering, and technical rider required for the Music Events.

- Designing, developing and maintaining the Venue's website in accordance with any reasonable brand standards provided by City to AEG. The domain for the website will be secured by the City and the City shall own all rights thereto.
- Perform all other obligations customarily performed by an event promoter in connection with each Music Event.
- Reserve twenty-six (26) complementary house tickets for City for each Music Event.
- Reasonably collaborate with City (and local law enforcement, fire department and medical providers) so that City may create a comprehensive emergency response and management plan for the Venue, including fire-safety. (Such collaboration may require certain AEG staff to attend emergency preparation trainings and drills organized by the City).

10. CITY OBLIGATIONS.

In addition to any other responsibilities set forth in this Agreement, City shall be solely responsible for the following related to the Music Events:

Venue Operations:

- Providing a first-class venue, including Venue lighting systems, adequate bathrooms and backstage facilities in a condition safe and suitable for the presentation of Music Events.
- Making available at no additional cost to AEG (or an AEG-designated third party) for the Music Events, including during set up and take-down of the Music Events, the following production equipment:
 - A 40x40 stage (minimum)
 - A Warehouse style forklift (5,000 lb. capacity)
 - 15-30 one-meter cable trays for running heavy cables in high traffic areas
 - 80' of MOJO-style barricade or other mutually-agreed upon stage barrier (City will rent this as needed)
 - Certain bike racks (maximum number to be agreed upon by the Parties) and covering for the provided bike racks
 - A small inventory of 6' portable tables and folding chairs (maximum number of each to be agreed upon by the Parties)
 - Approximately 100' of black event pipe and drape (in 8' sections)
 - Onsite access to gigabit speed internet
 - Access to two 400-amp and one 200-amp, three phase services within close proximity to stage
 - 12- 6' tables and folding chairs for show production
 - Trash and recycling receptacles for the Venue
 - Furniture for the dressing rooms at the Venue
- Maintaining, repairing and keeping up the Venue, the City-provided production equipment, and related systems (electric, plumbing, fire safety and suppression, stage, barricade, etc.) in a condition safe and suitable for the presentation of Music Events.
- Providing professional, high speed internet for the Music Events, sufficient to be used by AEG, backstage, the offices, the artists, and the concessionaire.
- Giving AEG access to and permission to use the additional non-shaded space (the "Additional Space") at the Venue, including corridors for ingress and egress as outlined in Exhibit B at no additional cost to AEG; provided, that City reserves the right to control all City administrative offices, concession locations and other shaded designated spaces in and around such Additional Space.
- Providing office space with telephone lines and a settlement office to AEG during the

Music Events, including during set up and take-down of the Music Events.

- Parking and traffic management.
- Conducting snow removal and surface treatment for the Venue and surrounding areas (including without limitation parking lots, sidewalks, seating areas).
- Cleaning the Venue after each Event.
- Contracting for ticketing at the Venue with a ticketing provider.
- Providing (at no additional cost) reasonable on-site parking for AEG's personnel, the Artist(s) for each Music Event and any support personnel as Venue post-construction layout allows.
- Making available at no cost to AEG (or an AEG-designated third party) for the Music Events, including during set up and take-down of the Music Events, adequate spaces at the Venue, which spaces shall be located near the Venue's points of entry/exit, for temporary merchandise sales locations. The parties shall mutually agree on the exact location, size and other details of such spaces.
- Obtaining and maintaining all required permits and approvals, including without limitation any local use permits for the Music Events and/or any sound/noise permits, the costs of which shall be Approved Event Costs if and to the extent that such permits or approvals relate solely to one or more Music Events, but shall not be Approved Event Costs to the extent they relate to the Venue generally.
- Make available at no cost to AEG and the Venue's Concessionaire for the Music Events, including during set up and take-down of the Music Events, all of the food and beverage concessions facilities located in and around the Venue.
- Performing all other obligations customarily performed by an operator in connection with a Venue putting on Music Events.

Marketing:

- Coordinating with AEG on all advertisements, promotions and marketing related to each Music Event.
- Coordinating with AEG on all social media for each Music Event.

Music Event Staffing:

- Providing basic Venue security, crowd management personnel, medical, box office personnel, and any other laborers required to stage a Music Event not listed as the responsibility of AEG above.
- Preparing and implementing a security and crowd management plan to protect all persons within the Venue and areas adjacent thereto (e.g., parking lots, plaza areas, etc.), and hiring, directing, supervising and assuming responsibility for all Venue security personnel. To the extent City provides or is responsible for security and security personnel pursuant to this Agreement, City agrees and acknowledges that at no time and under no circumstance shall AEG be liable or responsible for the activities and/or actions of the parties providing such security services.

Other Obligations:

- Giving AEG access to the Venue's booking calendar for the Venue.
- Coordinating with AEG and Artists with respect to the production of each applicable Music Event.
- Cooperating with AEG in implementing sponsorships, including temporary signage, banners, booths and in-Venue promotions.

- Providing AEG with reasonable access to the Venue for walk-throughs, sound checks, sponsorship sales, etc. on an as-needed basis.
- Attend event planning meetings with AEG in advance of each Music Event.
- Performing all other obligations customarily performed by venue operators in connection with each Music Event.
- Coordinate with AEG regarding the utility services (electrical, telecommunications, AV), rigging, staging, lifts, and catering needs for the Venue and each Music Event.
- Ensuring that the Concessionaire agrees to provide, and pay for, the alcohol enforcement security for the Music Events.

11. TICKETING.

AEG shall control all ticketing in connection with the Music Events (including, without limitation, setting ticket prices, ticket scaling, ticket rebates, day of show box office operations and methods of ticket distribution). All revenues from the sale of tickets to the Music Events shall be held by the Venue's ticketing company until the completion of the applicable Music Event and upon completion of the applicable Music Event shall be paid ("swept") directly to AEG by the Venue's ticketing company (and City shall execute a letter agreement with its ticketing company directing such ticketing company to make such payments to AEG). AEG shall also have the right, in its sole and absolute discretion, to assess a facility fee (in an amount determined by AEG in its sole and absolute discretion) on any tickets for any Music Events.

12. VENUE POLICES.

City and AEG will reasonably work together to develop and communicate to the public the Venue's standard policies regarding prohibited / permitted items; smoking; lost children, seniors, or dependent adults; lost and found; first aid; use of video surveillance cameras at the Venue; and such other items as the Parties reasonably agree.

13. BILLING.

City and AEG Presents shall be entitled to equal billing in advertisements and promotional materials for each Music Event unless otherwise agreed in writing.

14. VENDORS.

When requested and subject to agreement on commercially reasonable terms, City agrees to discuss and cooperate with AEG regarding the use of AEG's preferred vendors and affiliates performing services at the Venue with respect to the Music Events. AEG must also approve in advance any samples, pamphlets, stickers, swag, promotional items, etc. that City permits to be handed out before, during or after any Music Event performance (none of which may compete with any artist merchandise or a sponsor).

15. INTELLECTUAL PROPERTY.

City grants to AEG a non-exclusive, royalty free license to use for the purposes of advertising and promoting the Music Events and the Venue and only during the Term, the trademarks, tradenames, servicemarks, logos, or other identifying marks of the Venue and other marks owned by City (the "Marks").

16. METHOD OF PAYMENT.

Any payments due from AEG to City pursuant to this Agreement shall be made, at AEG's option, in cash, by certified check, company check, cashier's check, money order or wire transfer and will be submitted pursuant to wire instructions provided by City or to City of Spokane Parks

Department, 808 West Spokane Falls Blvd., 5th Floor, Spokane, Washington 99201. To the extent AEG has agreed to pay all or any portion of the payments due via wire transfer of funds to City, it shall do so according to the wiring instructions / ACH authorization form contained on Exhibit C attached hereto and made part hereof (the "Wiring Instructions") to the bank account described on Exhibit C (the "Designated City Bank Account"). If City desires to make any change to the Wiring Instructions and/or to the Designated City Bank Account (e.g., change the bank and/or account number for deposit, etc.), City must give notice of such requested change to AEG prior to the date that any amount is due from AEG. Any request(s) to change to the Wiring Instructions and/or the Designated City Bank Account made by or on behalf of City shall be subject to independent verification by AEG and may result in a delay or delays in AEG making timely payments to City. Any such delay shall not be deemed a default of any AEG payment obligations under this Agreement

17. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Party represents and warrants and agrees that: (a) it possesses the right, power, and authority to enter into and fully perform this Agreement and that this Agreement constitutes a valid, binding and enforceable agreement of such Party; (b) it is free of any contractual obligation that would prevent it from entering into or performing its obligations under this Agreement; (c) it shall perform its activities under this Agreement in accordance with all applicable national, federal, state and local laws and regulations and self-regulating codes; (d) it shall, at its own cost, apply for, secure and maintain any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement; and (e) as to City, it holds all relevant rights to grant the rights to the Marks as set forth herein. Nothing contained herein shall be deemed in any way to prohibit or restrict the right or freedom of either party to conduct any business activity unrelated to the Venue without any obligation or accountability to the other even if such business or activity directly competes with the business of the other.

18. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. AEG 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 AEG 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.

19. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. AEG agrees to comply with, and to use commercially reasonable efforts to require that all of its subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

20. INDEMNIFICATION.

AEG shall indemnify and hold harmless City and its officers, agents and employees (the "City Indemnitees") from any claim(s), demands, losses, damages, liabilities, expenses or suits (collectively, "Claims"), at law or equity, asserted by third parties which arise from or are related to (a) the breach of any of the covenants, representations or obligations of AEG under this Agreement, or (b) the negligence or willful misconduct of AEG or its employees, representatives, agents, or contractors in connection with the Music Events; provided, however, that nothing herein shall require AEG to indemnify City for any Claims to the extent arising out of or related to (x) the negligence or willful misconduct of any City Indemnitees or (y) a breach of any of the covenants, representations or obligations of any of the City Indemnitees under this Agreement.

Except to the extent prohibited by applicable law, City shall indemnify and hold harmless AEG and its members, officers, directors, owners, affiliates, agents, and employees (the "AEG Indemnitees") from any Claim(s), at law or equity, asserted by third parties which arise from or are related to (a) the breach of any of the covenants, representations or obligations of City under this Agreement, or (b) the negligence or willful misconduct of City or its officers, employees, representatives, agents, or contractors in connection with the Music Events; provided, however, that nothing herein shall require City to indemnify AEG for any Claims to the extent arising out of or related to (x) the negligence or willful misconduct of any AEG Indemnitees or (y) a breach of any of the covenants, representations or obligations of any of the AEG Indemnitees under this Agreement.

The indemnity provided for in this section shall survive any termination or expiration of this Agreement.

21. INSURANCE.

During the Term, each Party shall maintain in force at its own expense, as the named insured, each insurance policy noted below. Self-insurance in the amounts and types described below shall satisfy this requirement.

A. **Worker's Compensation Insurance.** Workers compensation insurance coverage in the amount required by statute and employee liability insurance in an amount of not less than \$1,000,000;

B. **General Liability Insurance.** Customary commercial general liability insurance policy, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate (covering bodily injury, advertisement injury and property damage);

C. **Automobile Liability Insurance.** Business automobile liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident, including coverage for owned, hired and non-owned vehicles; and

D. **Umbrella Policy.** An umbrella policy of no less than \$5,000,000.

City shall cause the Venue's beverage concessionaire to maintain, liquor liability insurance of not less than \$5,000,000 per occurrence and shall name AEG, AEG Presents LLC, Anschutz Entertainment Group, Inc., and their respective parent companies, subsidiaries, affiliates, officers, directors, members, representatives and employees as additional insured on such insurance policy.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) described above without thirty (30) days written notice to the other Party.

As evidence of the insurance coverage(s) required by this Agreement, each Party shall furnish Certificates of Insurance (COI) to the other Party within thirty (30) days of the execution of this Agreement. Such certificates shall include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. Any self-insurance must be declared and approved by AEG and shall be assumed by, for the account of, and the sole responsibility of City. A letter of self-insurance on City letterhead including the limit of self-insurance shall be provided to AEG.

AEG's commercial general liability insurance policy shall be the only policy charged as an Approved Event Cost.

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. Notwithstanding the foregoing, if the Force Majeure Event results in City being unable to operate the Venue for a continuous period of thirty (30) days or more, the Term of this Agreement shall be extended on a day by day basis for any period of time that the AEG is not able to book Music Events with reasonable assurances that that Venue will be fully operational. 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; epidemic; 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.

Notwithstanding the foregoing, if the Venue is closed or otherwise unavailable for the booking and promotion of Music Events during the Term for any reason other than AEG's misconduct, the minimum Facility Rental Fee and the Target Minimums for the time period of unavailability shall be reduced proportionately.

23. DEBARMENT AND SUSPENSION. [NOTE: AEG reviewing the rules implementing Executive Order 12549 (including the Definitions and Coverage sections) referred to in Section 4 of the Certificate. We don't think there is an issue, but we need to determine who the certificate in Exhibit A covers/relates to before we can really comment/confirm. Section 23 and Exhibit A under review by AEG.]

AEG 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. Such certification is attached as Exhibit A hereto.

24. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, duties

or obligations hereunder shall be assignable in whole or in part without the prior written consent of the other Party; provided, however, that notwithstanding the foregoing, AEG may assign this Agreement and any of its respective rights and obligations hereunder in connection with any sale, merger, reorganization or restructuring of all or substantially all of its assets.

25. TERMINATION.

This Agreement may be terminated for cause by either Party on written notice to the other Party upon the happening of any one of the following: (i) the filing by or against the other Party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) if there is a material breach, failure to perform or default by the other Party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within thirty (30) business days (or within fifteen (15) business days if the material breach, failure or default consists of a failure to pay money, the amount of which is not in dispute) of the defaulting Party's receipt of written notice from the non-defaulting Party.

In addition, AEG may terminate this agreement for cause upon written notice to City: (i) in the event the Venue does open for business and the holding of Music Events by December 1, 2020; (ii) in the event the Venue is not available for at least Twelve (12) Music Events during each calendar year of the Term (other than the 2019 calendar year) on dates mutually agreeable to the Parties; or (iii) if City's rights to the Venue terminate, expire, are transferred or sold to another party, or otherwise cease to exist.

26. CONFIDENTIALITY.

Except to the extent required by applicable law, the Parties agree to keep confidential the terms of this transaction and all information provided by such Parties in connection therewith (including any records submitted from one party to the other) and no Party hereto shall disclose the same to any other party except (i) as may be required pursuant to a valid court order or otherwise by law; or (ii) as necessary in the fulfillment of the terms hereof to their respective legal counsel and business advisers (who shall be informed of and bound by this confidentiality provision). The Parties agree to endeavor to coordinate all publicity in connection with the transactions contemplated herein, it being understood that no Party shall issue any press release or other public notice announcing the transaction or the relationship set forth herein without the prior written consent of the other Party. With regard to any other press releases or public notices related to this Agreement or the Music Events, the Parties shall consult the other Party if the press release or public notice to be issued is outside the scope of such Party's day to day operations and responsibilities as set forth herein.

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

27. ANTI-KICK-BACK.

No officer or employee of City, having the power or duty to perform an official act related to this Agreement shall have or acquire any interest in this 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.

28. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications.** No modification or amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. **Expenses.** Each Party shall bear its own expenses in connection with this Agreement.
- C. **Confetti Charge.** If AEG shall use confetti at the Venue for any Music Event, AEG shall pay to City a fee of: \$2,000.00 for 1-25 lbs., \$3,000.00 for 26-50 lbs., and \$4,000.00 for over 50 lbs.
- D. **Notice.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery, including delivery by a recognized courier service, or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed to the address set forth below such Party's signature line. All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, or, if mailed, on the third day following deposit in the United States mail as provided above. Either Party may change the address at which it received notices by notifying the other Party of such change in the manner provided herein.
- E. **Governing Law.** This Agreement shall be governed, construed and interpreted under the laws of the State of Washington.
- F. **Independent Contractors.** The Parties are independent contractors, and no partnership, joint venture or employment relationship between them is intended or created hereby. Neither Party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner for anything whatsoever or otherwise to act in the name of the other Party, except as expressly set forth in this Agreement.
- G. **Captions.** The titles of sections or subsections in this Agreement are for convenience only and do not define or limit the contents.
- H. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law as necessary to effectuate the original intent of the Parties.
- I. **Waiver.** No covenant, term or condition or breach shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of a breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.
- J. **Entire Agreement.** This Agreement along with any exhibits and all attachments hereto comprises the entire agreement between City and AEG with respect to the Venue and supersedes all prior agreements or understandings between the Parties, oral or written, with respect to the Venue. If a conflict occurs between this Agreement (including the exhibits and attachments hereto) and applicable laws, codes, ordinances or regulations, the most stringent legally binding requirement shall govern. This Agreement may be executed in two or more counterparts and/or by PDF or facsimile signature, each of which will be deemed an original, but all of which shall constitute one and the same agreement.
- K. **No personal liability.** No officer, director, member, owner, agent or authorized employee of either of the Parties shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made in connection with this Agreement.

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

AEG

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Address for Notices:

AEG Presents NW, LLC
[216 First Avenue South, Suite 320
Seattle, WA 98104-2534]
Attn: Rob Thomas

Address for Notices:

City of Spokane - Parks & Recreation
808 W Spokane Falls Blvd
Spokane, Washington 99201
Attention: Director of Parks and Recreation

With a copy to:

AEG Presents LLC
425 W. 11th St., Suite 300
Los Angeles, CA 90015
Attn: General Counsel

Attest:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – U.S. Pavilion City-Public Space Map
Exhibit C – City ACH Form

EXHIBIT A
[Under review by AEG]

**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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. 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

U.S. PAVILLION CITY-PUBLIC SPACE MAP

EXHIBIT C
CITY ACH FORM



Riverfront Park Committee

Agenda Action Item Fact

Meeting date: April 8, 2019

Presented by: Jonathan Moog

Action Item (Language shall match the language on the agenda.):

US Pavilion Folding Chairs and Carts (\$93,087.72)

Action Item Description:

Recommend to Park Board to approved the purchase 800 folding chairs and 24 carts from Specseats International

RFP Bond Budget Impact (Describe as budgeted or non-budgeted.):

Budgeted Bond FFE

Non RFP Bond Budget Impact (i.e., Park Fund or Cumulative Reserve):

Background: Chair will be used to to provide as-needed seating for events scheduled at US pavilion.

Executive Team Recommendation:

NA

Urgency for Approval (describe impact if not approved):

Chair lead is about ____ weeks from the time of purchase. Approval is needed to meet the July 11 equipment move-in at the US Pavilion. If needed, approval could be deferred to _____.

Options for Not Approving:

Chairs can be rented from local suppliers however, its not clear if their is sufficient quantity available to meet the needs of the pavilion. Additionally, chair rentals will reduce the overall cost recovery of the event.

QUOTE #774-19			HCONE International		Hussey Seating Company		School Specialty Inc.		Specseats Int'l Corp	
FOLDING CHAIRS & STACKING TRUCKS			103 Summit Circle		38 Dyer Street Ext		100 Paragon Parkway		19516 S Susana Rd	
			Houston, PA 15342		North Berwick, ME 03906		Mansfield OH 44903		Rancho Dominguez, CA 90021	
			(724) 731-8721		(509) 528-9708		(800) 305-0174		(847) 309-8401	
			edkabutey@hconecompanies.com		sluttazi@husseyseating.com		bidnotices@schoolspecialty.com		jh@specseats.com	
ITEM	QTY	DESCRIPTION		TOTAL		TOTAL		TOTAL		TOTAL
									Specseats Int'l Corp #GS100	
1	800	Hussey Seating #4400	\$ 121.00	\$ 96,800.00	\$ 104.50	\$ 83,600.00	\$ 124.45	\$ 99,560.00	\$ 86.00	\$ 68,800.00
			Clarín 2124521						Specseats Int'l Corp #T5100	
			Stacking Truck							
2	16	Clarín CPT380 Folding Chair Stacking Truck	\$ 778.80	\$ 12,460.80	\$ 995.00	\$ 15,920.00	\$ 1,095.54	\$ 17,528.64	\$ 710.00	\$ 11,360.00
3	8	Starter Blocks used to Stack Carts CPT 58		\$ 1,566.24	\$ 352.00	\$ 2,816.00	\$ 393.94	\$ 3,151.52	N/C	\$ -
Alternate	24	TS34 Folding Chair Cart							\$695.00	\$ 16,680.00
SALES TAX - 8.9%				\$ 9,863.61		\$ 9,107.90		\$ 10,701.37		\$ 7,607.72
GRAND TOTAL				\$ 120,690.65		\$ 111,443.90		\$ 130,941.53		\$ 93,087.72
Exceptions:										
ADDITIONAL ITEMS			yes		yes		no		yes	

SPEC SEATS

City of Spokane – Purchasing
Attn: Thea Prince
E-Mail Address: tprince@spokanecity.org

02/06/2019

RE: RFQ# 774-19 Folding Chairs and Stacking Carts / Thursday, February 7, 2019 / **No Later Than 3:00PM**
Cover Letter / Executive Summary and Overview - Scope of Services

We appreciate the opportunity to submit our proposal for your further review and consideration of “Folding Chairs and Storage Carts” for the City of Spokane Pavilion Project. We are bidding our Spec Seats’ Model# GS100 folding chairs and our Model# TS100 chair stacking trucks as an approved equal or better than the proposed models. As requested, attached please find the following documents to support our “RFQ” submittal.

They are:

Specseats “RFQ” Proposal– Completed Cover sheet signed w/Parts I thru Part V and Addendum No. 1.

Model# GS100 – A list comparing/explaining the major differences of our Model# GS100 and the specified chair, brief specifications and includes the option for an outdoor treatment requirement as standard, brochure pages 11-12 featuring chair picture and dimensional drawing, 2 photos of Model#GS100 (American Airlines Center).**PLEASE NOTE: We are offering our Model# ABS700 as an alternate at the same price – see specs and pictures attached. The major difference between the GS100 is an “arcbac” design w/larger chair back.**

Model# TS100 – Brief specifications, standard dimensional/assembly drawing, collateral storage cart sheet, Photo of storage truck stacked 3 high.

Additional attachments: Specseats Outdoor Warranty – Listing of recent major Specseats Venue References

We provide the highest quality mobile/portable event seating in the industry – we are cost effective and price competitive – we pride in the longevity of our seating systems - we truly understand and listen to our customer needs by developing the best multipurpose portable seating system available. Spec Seats is not a large firm – a family owned corporation, but our name speaks volumes – respect – integrity – experience - knowledge in the niche market for Mobile/Portable Event Furniture. Just ask the NCAA for over 10 years – Specseats has been the Official Supplier for all their Championship Events and the NBA – see our seats at the All-Star Game!

If you have any questions or if further information is needed, please contact us – we look forward to discussing our “RFQ” proposal and explain how Spec Seats – The Pavilion can both benefit from this mutual association. Again, we appreciate this opportunity to facilitate our Spec Seats’ Multi-purpose / Portable Event Seating Systems for the City of Spokane.

Sincerely,
Specseats Int’l Corp.



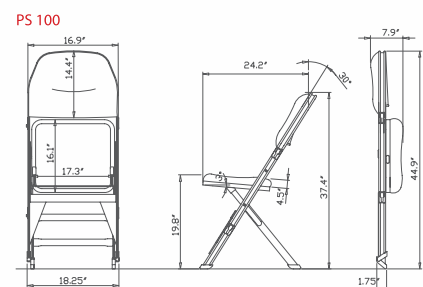
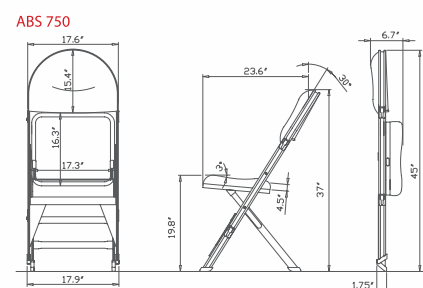
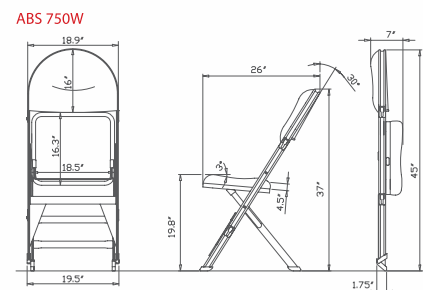
Harvey Hergott (847.309.9529)
Vice President

****Official Supplier for the NCAA/NBA****



The "Super" Chair ABS 750W

Designed To Put Comfort First- The "Super" star of the ARCBAC Series is designed for the real VIPs, players and coaches. The added height, wider stance, seat and back contribute to the comfort, and make it perfectly suited for those with great stature.



ABS 750W



ABS 750



PS 100

ABS 750 ARCBAC SERIES

The same design elements and comforts of The "Super" Chair except for the narrower stance. It features a 3.5" injection molded contour seat cushion, an independent flip-up seat, and folds compactly for ease of handling/storage.

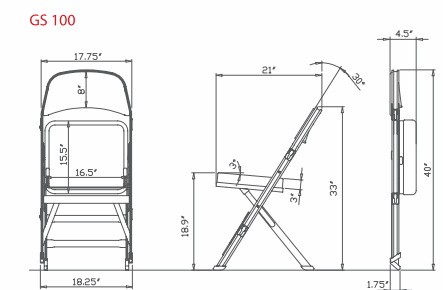
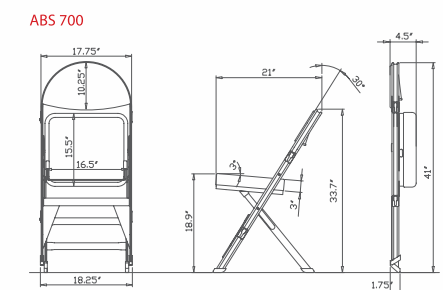
PS100 PLATINUM SERIES

Our most popular luxury model portable folding chair used in those theater style-seating sections that host your most distinguished guests. It features a 3.5" injection molded contour seat, an independent flip-up seat, and can be customized for indoor/outdoor events.



Flip-up Seat

With padded interbracket armrest



ABS 700

Optional Permanent Armrest (foldable)



GS 100

ABS 700 ARCBAC SERIES

The patented arc shaped design backrest with snap-fit decoration panel strip is ideal for the most preferred seating sections in any venue/event configuration. It features 3" seat cushions, an independent flip-up seat, and can be modified for most seating configurations.

GS100 GOLD SERIES

This traditional styled folding chair is the choice for arenas and venues that require special multi-purpose portable seating applications. It features 3" seat cushions, an independent flip-up seat, and provides high standards for patron comfort and safety.



Brief Specifications – Model ABS700/ArcBac Series Folding Chair w/options:

(Based on the quality workmanship, materials, and manufacturing skills of Spec Seats)

Description:

- **Frame Construction:** Roll-formed double tube and channel 18gauge galvanized steel (all perforations in channel – no perforations in tube); full front metal plate “K” brace support; approximately 11” clearance between first cross-brace and floor; seat height from floor approximately 19”; rear legs have (2) steel embossed cross-braces for extra support/strength; on each chair leg (4) is a molded foot glide over an extra protective smooth “U” shaped metal pronged design hairpin for a secure friction fit and are removable only with the use of tools. Between the roll-formed double tube is an “optional” patented molded channel bumper insert (colors see below) extending from the top of the ganging bracket over the top of the long leg frame (metal back) to the ganging bracket on the opposite side shaped with tapered ends for a snap in and secure fit. (*Chair pitch optional – relaxed / concert / erect - dining*)
- **Seat Construction-Standard Boxed:** Seat frame folds independently of chair frame and rotates from the open position to the up position during use (*all chairs are equipped for auto-uplift spring attachment as required see optional features below*); 11gauge steel frame; vertical leg approx. .875”W and horizontal leg approx. .625”W forms a rectangular frame measuring approximately 16.5”W x 15.5”L; heavy duty supported vinyl sewn seat; polyurethane foam seat cushion 2.5” to 3” thick; cushion conforms to ASTM D3574, California 117 and BIFMA fire retardant requirements; over .5” thick laminate/wood black chalkboard base with enough vent holes to allow for air discharge; seat frame and seat assembly will be attached directly by using vandal proof plated recessed hex head screws.
- **Seat Construction-Optional Contour:** Seat frame folds independently of chair frame and rotates from the open position to the up position during use; 11gauge steel frame; vertical leg approx. 7/8”W and horizontal leg approx. 5/8”W to form a rectangular frame measuring approximately 16.5”W x 15.5”L; heavy duty supported stretch-vinyl sewn seat; the seat cushion consists of a top contour shape injection molded foam approx. 3 1/2” thick, noise reduction mesh barrier, and the bottom foam is approx. 1/2” piece; cushion conforms to ASTM D3574, California 117 and BIFMA fire retardant requirements; over 3/4” contoured dome shaped wood black chalkboard base with enough vent holes to allow for air discharge; seat assembly/frame will be attached directly by using vandal proof hex head screws.
- **Backrest Construction:** 1” thick pure polyurethane foam; heavy duty supported vinyl; .125” shaped plywood backboard with threaded metal insert/fasteners; upholstered backrest is approximately 17”W x 11”H; attached with vandal-proof plated recessed hex head screws.
- **Interlocking ganging:** heavy duty die formed 11gauge steel brackets; designed for fast alignment; set-up/take down, binding prevention, and minimum chair movement; chairs do not release when tipped back; chairs approximately 18.25” center to center (additional spacing and/or radius ganging brackets available).
- **Metal Frame Finish:** Powder coat finish of not less than a thickness of 3 mils or Nickel – Chrome Finish



- *Chair weight:* approximately 21 lbs.
- *Colors:* Frame/Upholstery - As per customer selections.
- *Logo(s)/Optional:* As required on chair backrest, top of seat cushion, front edge, and/or on channel bumpers.
- *Patented Channel Bumper Options:* Chrome finish (silver – gold), wood grain, and/or color match with painted frame colors.
- *Warranty:* Minimum 25 year limited metal structural frame warranty

Optional Features:

Optional Permanent Arm Description (add “2A” / for two arm or “1A” / for single arm

- *Special Patent Feature:* With the chair in open position the chair armrest can be used in the up and/or folded down (allow additional spacing between chairs) or in the closed position for storage space savings. (Optional for use as a single folding arm approx. (21”) or double folding arm permanent attachment (23.25”). (Wider Ganging brackets optional - common arm between chairs when ganged on-center dimension – approx. 21.25”).
- *Frame Construction:* Main support of arm shall consist of (2) roll-formed double tube and channel 18gauge galvanized steel armrest support sections are riveted together (flat-side back to back) (all perforations in channel – no perforations in tube); to match chair frame design. Two arm support extensions (top and bottom) are riveted perpendicular to the armrest main support main support and chair frame. Top of arm support base plate shall be formed to support armrest assembly and underside shall be welded and riveted to both main support of arm section and to the folding arm mechanism (spring) support extension. The finished armrest top shall be approximately 11” long and 2 ¼” wide.
- *Armrest Cup-holder Attachment:* Un-upholstered black molded rubber secure fit armrest cup-holder top 15 ¼” long; with crossbar cup design and inside dimension 3 5/8” and approx. 3” depth; recessed threaded metal insert to metal attachment secured directly to main arm frame support base plate with three vandal proof recessed hex head screws.
- *Armrest Fabric Top Attachment Assembly:* 1” thick pure polyurethane foam; 1/8” shaped plywood board insert with threaded metal insert/fasteners; upholstered (fabric type / color as per customer selection) armrest shall be approximately 11” long X 2 1/4” wide; attached with vandal-proof plated recessed hex head screws.
- *Armrest Molded Top Attachment Assembly:* Un-upholstered black (colors available) molded rubber secure fit armrest top approximately 11 1/2” long and 2 3/4” wide; recessed threaded metal insert to metal attachment secured directly to main arm frame support base with three vandal proof recessed hex head screws.
- *Armrest weight:* approximately 3.5 lbs. (each arm)

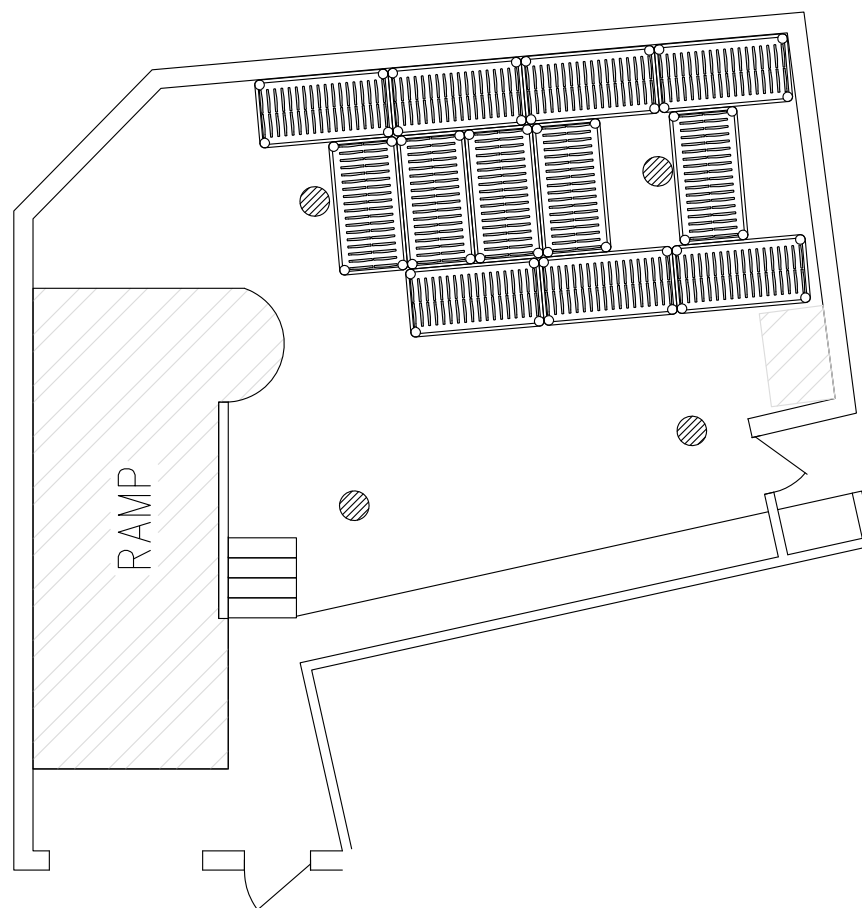


Channel Bumper Options: Chrome finish (silver – gold), wood grain, and/or color match with painted frame colors.

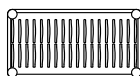
Optional: Auto-Rise Seat w/Patented Noiseless Bumper – auto-rise spring attachment feature that allows seat to rise automatically and independently of chair folding action. Seat frame shall fold independently of chair frame fold action and shall rotate through the seat hinge points from the open position to the up position that parallels the main front leg, thereby preventing accidental opening of the seat. The long leg seat hinge is connected on each side to the short leg metal stop bracket using two heavy-duty metal springs that lift the seat automatically and includes a patented “PVC” bumper pad (on each short leg) at the contact point for noiseless operation.

Optional All-Weather Shield System (add “WS” / for Model Identification Purposes):

- ***Powder Coat Process:*** A two-coat system combining corrosion protection with the highest weatherability; using a special Zinc Primer that is applied over a clean dry substrate, free of contaminants and oxidation – then a topcoat of a high quality polyester powder coating. This two-coat system warrants an optimum non-porous film (over 5mils combined thickness).
- ***Marine Grade Vinyl:*** High UV rating and weather resistant to prevent fading; mildew resistant front and back, pass/exceeds cold crack rating test, use of highest quality thread completely double sewn, abrasion resistance – Wyzenbeek over 100,000 cycles, and weight of 32 oz. Per linear yard.
- ***Components / Hardware:*** Heavy-duty plastic seat boards (.5” thickness) and plastic back inserts (.125” thickness); and all attaching hardware / rivets are stainless.



TS34



24 UNITS
(DOUBLE STACKED)





Riverfront Park Committee

Agenda Action Item Fact

Meeting date: April 8, 2019

Presented by: Berry Ellison

Action Item (Language shall match the language on the agenda.):

Garco Construction Change Order #14 for the Promenade \$64,884.00 plus tax.

Action Item Description:

Add berm/landscaping adjacent to credit union; remove contaminated soils; repair North Bridge; add overlook to Mid-Promenade; add Design; and other value-added improvements.

RFP Bond Budget Impact (Describe as budgeted or non-budgeted.):

Budgeted within Promenade contingency.

Non RFP Bond Budget Impact (i.e., Park Fund or Cumulative Reserve):

Executive Team Recommendation:

The Executive Team recommends RFP Committee approval.

Urgency for Approval (describe impact if not approved):

Delay in progress payment to Contractor.

Options for Not Approving:

Delay to future Park Board Meeting.



Riverfront Park Committee

Agenda Action Item Fact

Meeting date: April 8, 2019

Presented by: Berry Ellison

Action Item (Language shall match the language on the agenda.):

Cameron Reilly Change Order #1 for Avista access \$31,250.66 plus tax.

Action Item Description:

Add concrete for Avista crane access and adjust landscape and irrigation.

RFP Bond Budget Impact (Describe as budgeted or non-budgeted.):

None

Non RFP Bond Budget Impact (i.e., Park Fund or Cumulative Reserve):

Avista Corporation is funding these requested changes.

Executive Team Recommendation:

The Executive Team recommends RFP Committee approval.

Urgency for Approval (describe impact if not approved):

Delay to construction schedule.

Options for Not Approving:

Delay to future Park Board Meeting.



Riverfront Park Committee

Agenda Action Item Fact

Meeting date: April 8, 2019

Presented by: Berry Ellison

Action Item (Language shall match the language on the agenda.):

Sister Cities Sculpture Garden donation for decorative concrete flatwork. Recognition plaque (or bench) to be installed recognizing donors.

Action Item Description:

Two philanthropists offered funds for decorative concrete flatwork with colored glass embedded into the concrete.

RFP Bond Budget Impact (Describe as budgeted or non-budgeted.):

None

Non RFP Bond Budget Impact (i.e., Park Fund or Cumulative Reserve):

Executive Team Recommendation:

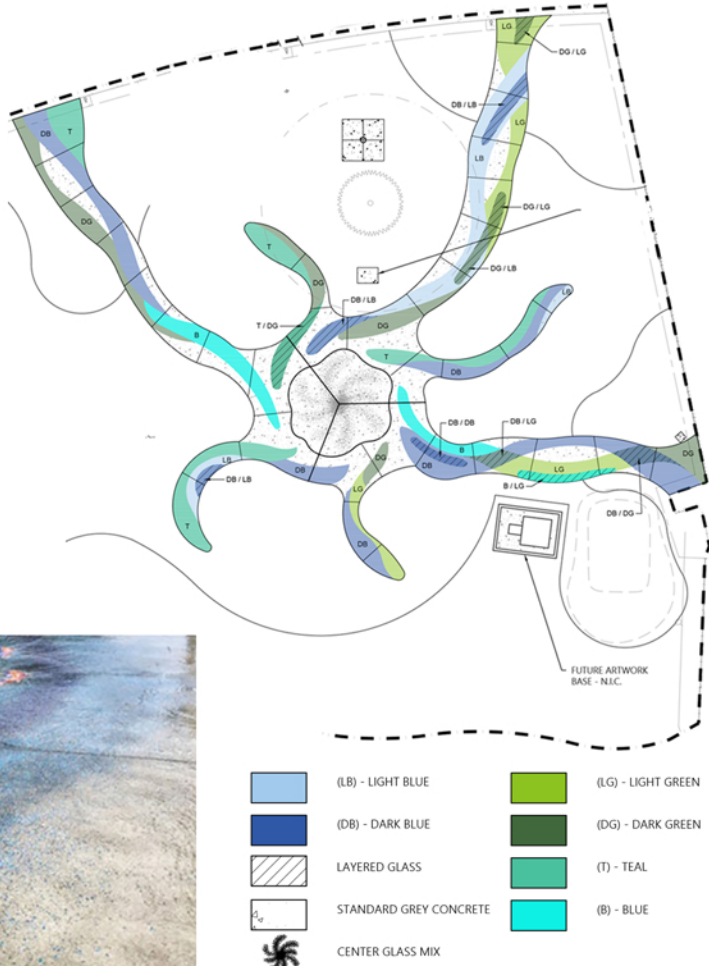
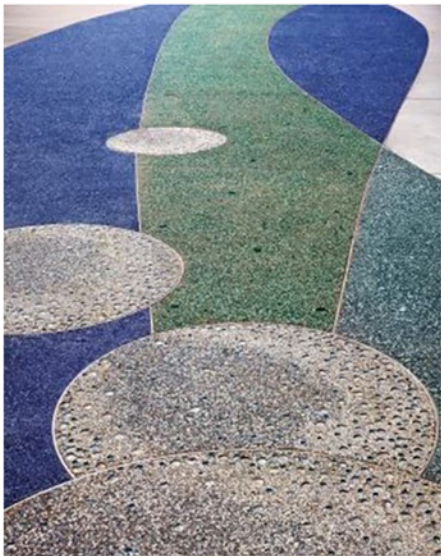
The Executive Team recommends RFP Committee approval.

Urgency for Approval (describe impact if not approved):

Options for Not Approving:

Delay to future Park Board Meeting.

Sister Cities Garden Riverfront Spokane



Concrete Bands, Blending & Color Plan



Donor Recognition Installation Concepts



Site Plan



Riverfront Park Committee

Agenda Action Item Fact

Meeting date: April 8, 2019

Presented by: Berry Ellison

Action Item (Language shall match the language on the agenda.):

Administrative Reserve Policy for Bond Construction Contracts

Action Item Description:

Policy to add 10% administrative reserve to construction contracts.

RFP Bond Budget Impact (Describe as budgeted or non-budgeted.):

Non RFP Bond Budget Impact (i.e., Park Fund or Cumulative Reserve):

Executive Team Recommendation:

The Executive Team recommends RFP Committee approval.

Urgency for Approval (describe impact if not approved):

Options for Not Approving:

Delay to future Park Board Meeting.



Riverfront Park Committee

Agenda Action Item Fact

Meeting date: April 8, 2019

Presented by: Berry Ellison

Action Item (Language shall match the language on the agenda.):

Big Belly Solar refuse/recycle bins for the Promenade \$2,710.00 and annual lease \$18,204.00 (Non Bond)

Action Item Description:

Nine (9) pairs to be installed along Howard St Promenade and Centennial Trail.

RFP Bond Budget Impact (Describe as budgeted or non-budgeted.):

None

Non RFP Bond Budget Impact (i.e., Park Fund or Cumulative Reserve):

Park Fund

Executive Team Recommendation:

The Executive Team recommends RFP Committee approval.

Urgency for Approval (describe impact if not approved):

Delay providing receptacles in public areas.

Options for Not Approving:

Delay to future Park Board Meeting.



Riverfront Park Committee

Agenda Action Item Fact

Meeting date: April 8, 2019

Presented by: Berry Ellison

Action Item (Language shall match the language on the agenda.):

North Bank Playground Design and Construction Schedule Change

Action Item Description:

Extend design schedule for the North Bank Playground to allow Design team to address Permit Plan Check comments prior to Bid solicitation; coordinate with SportsPlex design team for shared infrastructure.

RFP Bond Budget Impact (Describe as budgeted or non-budgeted.):

None.

Non RFP Bond Budget Impact (i.e., Park Fund or Cumulative Reserve):

None.

Executive Team Recommendation:

The Executive Team recommends RFP Committee approval.

Urgency for Approval (describe impact if not approved):

Anticipated increase of change orders and/or costs.

Options for Not Approving:

Delay to future Park Board Meeting.

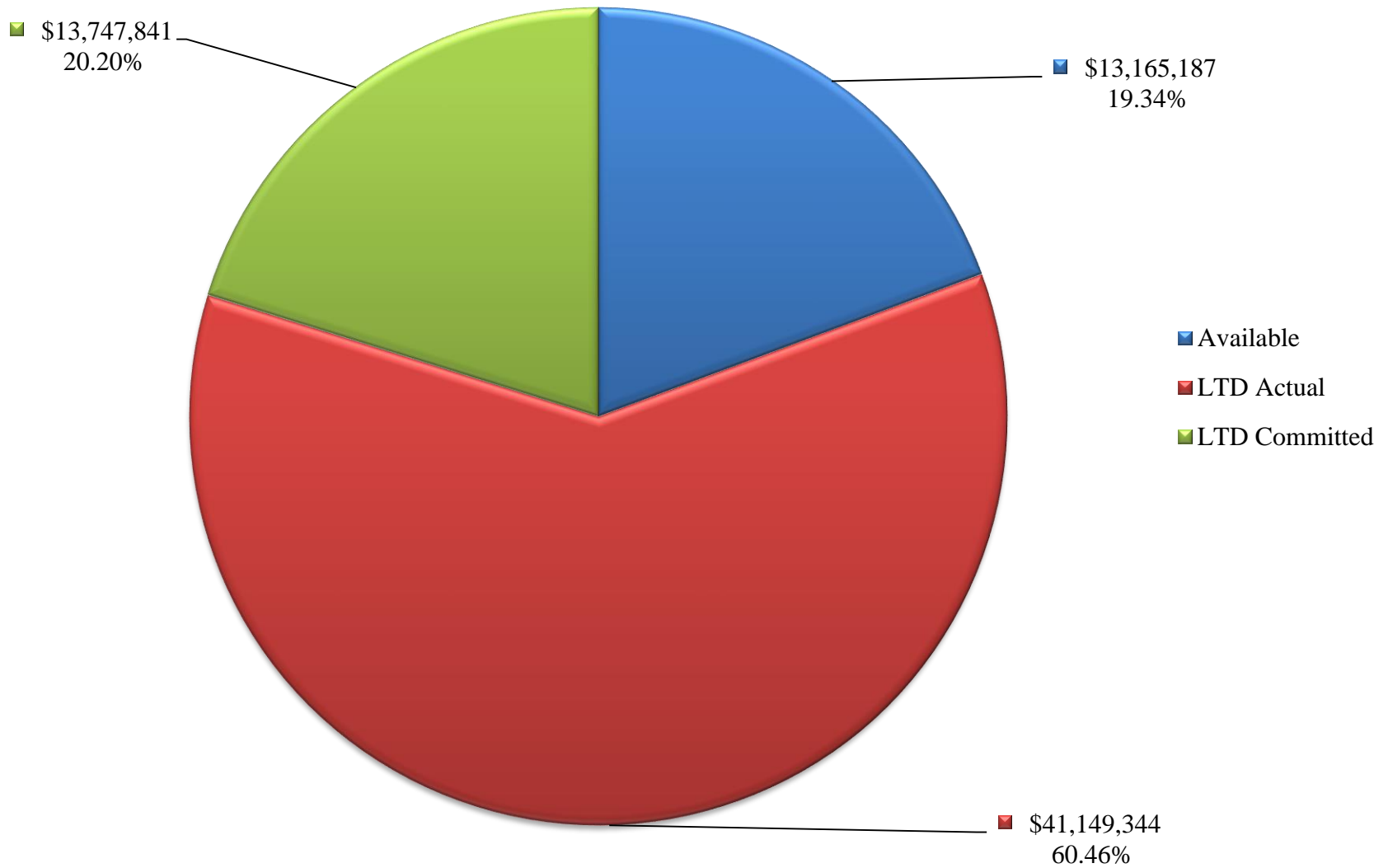


RIVERFRONT PARK REDEVELOPMENT PROJECT UPDATE

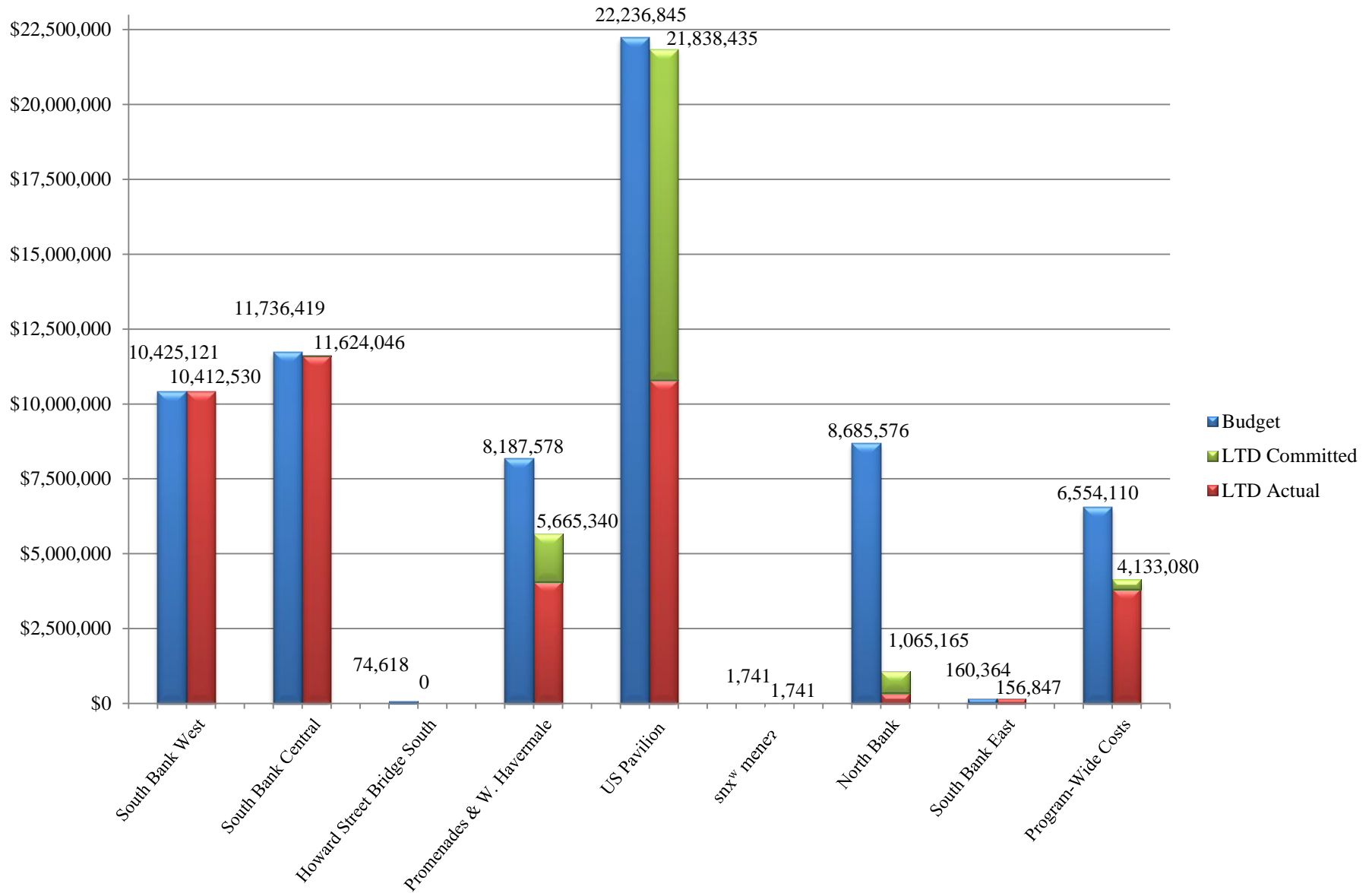
March 2019

Bond Budget Utilization Through March 2019

(November 8, 2018 Approved Budget)



Comparison of Approved Bond Budget to Actual & Committed Expenditures March 2019



Bond Budget by Project

(November 8, 2018 Approved Budget)

