



Special Meeting Notice/Agenda
City of Spokane Park Board
Riverfront Park Committee
8:05 a.m. Monday, March 9, 2020
Pavilion Conference Room
574 N. Howard St., Spokane WA 99201
Riverfront Park Director Jonathan Moog

Committee Members:

Nick Sumner – Chair
Gerry Sperling

A special meeting of the City of Spokane Riverfront Park Committee will be held at 8:05 a.m. Monday, March 9, 2020, Pavilion Conference Room, 574 N Howard St., 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. [Concessionaire and catering services agreement with Lancer Food Holdings](#) – *Jonathan Moog / Amy Lindsey*
2. [Sponsorship agreement extension with Numerica Credit Union](#) – *Jonathan Moog*
3. [Riverfront Park Committee date and time change](#) – *Jonathan Moog*

Discussion Items:

Information Items:

Standing Report Items:

1. Operations report – *Jonathan Moog*
2. [Riverfront Park redevelopment budget-to-actual update](#) – *Danielle Arnold*
3. EPA grants update – *No new update for this month*

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.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	March 9, 2020		
Requester	Jonathan Moog	Phone number: 625-6243	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Concessionaire and catering services agreement with Lancer Food Holdings		
Begin/end dates	Begins: Upon Signature Ends: February 28, 2025 <input type="checkbox"/> Open ended		
Background/history: Riverfront Spokane is requesting a five (5) year agreement to support exclusive concessionaire services at the Loeff Carrousel, Numerica Skate Ribbon, US Pavilion, Manito Park bench, Merkel Sports Complex and private event catering services. Non-exclusive services may also be available at Riverfront Park's outdoor venues and other City of Spokane Parks and Recreation venues. Services will be paid to the City at established commission rates based on gross revenues after taxes and re-evaluated after 2 years. In addition, Riverfront will have 13 blackout dates to apply at future pavilion community events. Lancer Food Holding was selected as the most responsive bidder following two separate Request for Proposal (RFP) processes.			
Motion wording: Approve Concessionaire and catering services agreement with Lancer Food Holdings			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Lancer Food Holdings, LLC Name: Lisa Baptista Email address: lbaptista@lancercatering.com Phone: 774-644-4915			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: Budget code: Percentage of gross revenue after taxes 1400-(54341,54351,54352,54353,54354,54355)-76901-36281			
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

City Clerk's No. _____



City of Spokane

REVENUE AGREEMENT

**Title: LANCER FOOD HOLDINGS, LLC.
EXCLUSIVE & NON-EXCLUSIVE
CONCESSIONAIRE & CATERING SERVICES
FOR CITY OF SPOKANE'S RIVERFRONT PARK**

This Agreement is made and entered into by and between the **City of Spokane**, a Washington State municipal corporation, whose address is 808 West Spokane Falls Blvd., Spokane, WA, 99201, as ("City") and **Lancer Food Holdings, LLC.**, whose address is 767 Eustis Street, Suite 145, St. Paul, Minnesota, 55114, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane desires to receive Concessionaire & Catering Services in and for its Riverfront Park; and,

WHEREAS, the "Contractor" shall exclusively market, sell, and provide Catering services for special events in designated event and meeting spaces in Riverfront Park; and,

WHEREAS, the "Contractor" shall exclusively market, sell, and provide Concession services in Riverfront Parks' U.S. Pavilion, Skate Ribbon, Loeff Carrousel, Merkel Sports Complex Concession Stands, and Manito Park Bench Cafe; and,

WHEREAS, the "Contractor" shall non-exclusively market, sell and provide Catering Services at Riverfront Park's outdoor venues and other City of Spokane Parks and Recreation-owned and operated venues as arranged;

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT / RENEWAL

The term of this Agreement is for Five (5) years to begin upon date of signature and run through February 28, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed, upon agreement, for one (1) additional two (2) year term.

2. TIME OF BEGINNING AND COMPLETION

The Contractor shall begin the work outlined in the “Scope of Work” on the beginning date, above. The City will acknowledge in writing when the Works are complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

3. DEFINITIONS

Cost of Sales – Shall mean and include all costs and expenses incurred by Contractor in the operation of the Services and City facilities, including but not limited to payroll and personnel costs of Contractor employees, permitting and licensing fees, state and local taxes, training costs, cost of maintenance of equipment, cost of required employee uniforms, cleaning costs, maintenance, repair and replacement of expenses and disposal of grease. Cost of Sales shall not include costs or expenses necessitated as a direct result and to the extent of negligence or willful misconduct of the Contractor.

Net Revenue – All food and beverage sales revenue received excluding sales taxes and discounted sales.

4. REVENUE / COMPENSATION

Compensation to the City of Spokane shall be calculated and payable on the following schedules:

COMMISSION STRUCTURES:

CONCESSIONS: Eleven Percent (11%) of net visitor dining food revenue earned at:
U.S. Pavilion, *Pavilion Concerts;
Sky Ribbon Café;
Looft Carrousel; Spokane Parks & Recreation Portable Concessions
Merkel Sports Complex; and,
Manito Park Bench.

CATERING: Fourteen Percent (14%) of net catering revenue earned at:

Riverfront Park;
U.S. Pavilion;
Skate Ribbon; Spokane Parks & Recreation Venues (as assigned); and,
Looft Carrousel.

At the end of Year 2, Lancer and the City of Spokane collectively, will revisit the commission structure and adjust as needed after reviewing Year 2 operating results.

PAVILION CONCERTS

Food commission shall be 11% however, for alcohol only in Year 1, Lancer is proposing the following structure for the concert alcohol commission:

- 15% for revenues Up to \$500,000
- 20% for revenues over \$500,000

At the annual year-end review of Year 1, Lancer and the City will review the commission rates for alcohol revenues for concerts if the first-year revenues exceed \$500,000.

At which time Lancer would propose to increase the commissions for alcohol revenues for concerts with the following:

- Revenues up to \$750,000: 25%
- Revenues over \$750,000: 30%

Commission percentages are based on net sale taxes, discounted sales and credit card processing fees. Commission fees due to the City will be submitted on a monthly basis.

Contractor employees will receive a fifty percent (50%) discount on food and beverages. City employees will receive a fifteen percent (15%) discount on food and beverages. These sales are non-commissionable.

ADDITIONAL REVENUE:

Contractor agrees to invest a total of **One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00)** into Riverfront Park to support concession and catering related services. An initial investment of \$125,000.00 shall be spent during Year 1 and the remaining \$50,000.00 shall be spent during Year 3. Contractor will provide City with draft investment plan for review and approval.

Contractor shall also invest **Fifteen Thousand Dollars (\$15,000.00)** annually for the purposes of marketing and promotion of event spaces located at Riverfront Park to include the U.S. Pavilion, Skate Ribbon and Looff Carrousel.

In the event the Contract terminates prior to full amortization of Contractor's investment for capital equipment, Contractor shall maintain a security interest in any such equipment until the full investment amount has been amortized, bought out, or otherwise repaid. Security interest will be released after the contract term expires in Year 5.

5. SCOPE OF WORK

A. CONCESSION SERVICES:

U.S. PAVILION:

The Contractor shall provide Food and Beverage Concession Services for all scheduled events at the U.S. Pavilion, including move-in and move-out periods as required

by U.S. Pavilion management. Food and Beverage Concession Services shall include, at a minimum, advance preparation of concession areas; hiring and scheduling of all necessary staff, purchase of food products and beverages; operation during the hours specified by the City; ongoing housekeeping services in concession areas during operating hours; and equipment removal, cleanup and restoration of concession areas to the conditions established by The City.

LOOFF CARROUSEL, SKY RIBBON CAFÉ, MERKEL SPORTS COMPLEX & MAN-ITO PARK BENCH CAFÉ

The Contractor's concession program shall ensure a high customer patronage and premium food/beverage quality and service levels for all food and beverage services consistently throughout the term of the Contract. Contractor operations will be limited to current concession locations.

- a) The Contractor may manage and operate a "Branded Product Program" utilizing national or local branded products and branded offerings and/or concessions, as both individual entities and as products marketed under other umbrella names, provided that such branded products do not conflict with the City's sponsored products.
- b) The Contractor shall maintain concession equipment at the Facilities as outlined in the Scope of Work, ensuring that the concession equipment are in good repair and ready for service during operating hours and special events.

B. CATERING SERVICES:

U.S. PAVILION & RIVERFRONT PARK

1. The Contractor shall provide Catering Services including but not limited to advance sales, hiring and scheduling of all required staff; all necessary food and beverage purchasing, preparation and service operations; delivery of all catered services; and cleanup and restoration of service areas to the conditions established by The City.
2. The Contractor shall manage and operate a Catering program that successfully markets and operates full Food and Beverage Services for meetings, receptions, VIP functions, banquets and related functions. Such services will be branded as Riverfront Spokane.
3. The Contractor shall integrate the Catering program with the Concessions program to the greatest extent commercially practical with innovative offerings of local and fresh products, local/regional/national branded product offerings as appropriate.
4. The Contractor shall provide specialized services including but not limited to:
 - a) The provision of Food and Beverage Services to U.S. Pavilion and Riverfront Park meeting rooms and licensed event organizer management offices used by U.S. Pavilion Customers. Services may range from snacks to elaborate catered meals. These services will require constant attention from the Contractor

- for re-supply and freshness purposes, and may require immediate removal of services at specific times determined by the Customer and/or The City;
- b) In conjunction with The City sales and event staff, the Contractor shall actively sell and market Food and Beverage Services to booked and potential U.S. Pavilion and Riverfront Park Customers. The sales and marketing activities shall include developing a menu, selling appropriate Food and Beverage Services, and placing a link to the Contractor's active point-of-sale portal on The City's designated website(s).
 - c) Contractor shall offer Park & Recreation employees a discount on Contractor's internal menu or purchase from external catering menu at a 20% discount.
 - d) Internal meetings that include snacks, beverages or potlucks for Park & Recreational meetings can be purchased outside of Contractor's exclusivity agreement.
 - e) The City will not receive commission for events utilizing the special 20% discounted menu nor will it earn commission on Lancer and City employee discounted food items.

C. ALCOHOLIC BEVERAGES

- a) Liquor Law Compliance – The privilege to sell alcoholic beverages shall be subject to the provision of all laws of the State of Washington applicable to the sale for liquor, wine and beer. Contractor will be responsible for obtaining all necessary licenses for the sale of such beverages.
- b) The Contractor will be solely responsible for complying with all industry standard food safety procedures and for any health issues arising from the service of food by Contractor or any of its employees or agents.
- c) Contractor will provide and fund adequate alcohol enforcement security during U.S. Pavilion music events that comply with the Washington Liquor and Cannabis Board mandatory requirements per attendee.

6. BLACK OUT DATES

The City shall have thirteen (13) event days per year for non-exclusive concessionaire use (black-out days) at the U.S. Pavilion in which City or City-approved event organizer may select alternative vendors; food and beverage service providers to include alcohol sales and service as allowed by the Washington State Liquor and Cannabis Board. For avoidance of doubt, the provision of food and beverage services for park events in which an organization or individual rents an outdoor venue for a public community event, or city produced event, is outside the scope of this agreement. Park event organizer may select alternative food and beverage service providers provided that the event does not take place at the U.S. Pavilion.

7. HOURS OF OPERATION

Hours of operation may vary throughout the year by need and park location. Contractor will work with the City to mutually agree on hours of operation that consistently

support attraction, event, and tournament or league hours (where applicable) as well as provide food and beverage amenities to park visitors. Contractor recognizes that seasonal changeovers, park construction and other building modifications may impact food and beverage operations. City will make best efforts to avoid service interruptions.

8. TRAINING

- a) The Contractor shall train and closely supervise each employee so that each employee knows, understands and complies always with the high standards of cleanliness, courtesy and service required by The City.
- b) The Contractor shall ensure that its employees are trained and maintain current certifications (if required) in customer service, alcohol serving and awareness, cashiering, food merchandising, banquet service, workplace safety, First Aid, substance abuse recognition, emergency response, and other disciplines generally required for the provision of food and beverage services.
- c) The Contractor shall provide a training report that identifies the training offered, the names of each Contractor employee successfully completing each course and the planned training programs.
- d) The Contractor shall comply and participate in city administrated emergency training and drills.

9. EQUIPMENT AND MAINTENANCE

- a) The City owns and maintains the basic concession equipment permanently located at City Venues. City will provide Contractor use without charge; provided, however, that The City Equipment shall remain the property of The City.
- b) Contractor shall provide for the preventative maintenance of city-provided Equipment as required, and per manufacture requirements, for the normal operations of the Contractor (e.g. hood cleaning, condensers, oil filters); the cost of and expense of such maintenance will be considered a Cost of Sale.
- c) The Contractor shall provide daily janitorial, sanitation and maintenance services in its Food and Beverage Service locations to the satisfaction of The City. Work areas are defined at each facility per Exhibit C.
- d) The location of any and all portable concession cart sites and storage spaces shall be approved by Director of Riverfront Park; provided, however, that Contractor shall acquire no rights to the location of such sites or spaces, it being understood by the parties that the City reserves the right to require Contractor to eliminate or relocate such sites and spaces and/or to relocate or remove items and equipment from storage spaces to accommodate event requirements.
- e) The Contractor shall provide and pay for the repair and replacement of all uniforms, Smallwares and equipment maintenance during the Term of the Contract. All uniforms will be branded with Riverfront Spokane logo.
- f) City owned equipment may not be removed, relocated or discarded without written permission of the City. If Contractor desires to locate or install additional equipment

for use in the food/service areas of the Facilities, Contractor shall obtain the prior written approval of the same from the City.

- g) Food service equipment purchased by Contractor must be surrendered upon the expiration or termination of the Agreement unless called out in writing prior to use by Contractor (e.g. chef knives, smallwares, and other Contractor procured cooking or food service accessories) that have not been purchased with capital improvement funds outlined in section 4.
- h) Any signage used to display product information and pricing shall be maintained in good and working order. All signage must be preapproved prior to installation and shall not conflict with any sponsorship arrangement entered into by City and shall be expressly used to advertise a product for sale at the location that the sign is being displayed.
- i) Contractor shall, prior to making any routine repairs, other than repairs to its own equipment, or emergency repairs, consult with City to determine whether City wishes to make the repairs with its own personnel. Should it be necessary to have anyone other than City personnel make repairs, Contractor will be reimbursed for such repair costs to City equipment. The City will approve repairs costs exceeding \$_500 with such approval being given within a reasonable timeframe. Contractor will be responsible for repair costs of any contractor owned equipment and the first \$500 for city owned equipment annually. Repair costs not to exceed \$3,000 annually for all city owned equipment. If and when major pieces of equipment need to be replaced, any remaining capital investment funds can be used for replacement with mutual agreement with City personnel.
- j) In the event that Contractor refuses or neglects to make the routine repairs and maintenance, to the extent Contractor is obligated to do so under this agreement, or if City is required to make any repair necessitated by the negligent acts or omissions of Contractor, its employees, agents, servants, or licensees, City shall have the right to make such repairs on behalf of or for the Contractor. In the event that the City shall make such repairs, such work shall be reimbursed by Contractor.
- k) Contractor will develop recommended footprint for portable concessions equipment/sales in Riverfront Park for City review and approval.
- l) Trash Services – The City will be responsible for emptying of the trash and recycling receptacles. Contractor will be responsible for removal of trash and recycling materials from concession and dining areas within City Facilities and for bringing them to City-designated collection sites. Contractor will also be responsible for grease disposal and routine grease trap cleaning.

10. UTILITIES

- a) The City shall furnish, at no cost for consumption, all electric, gas, internet (as available per infrastructure and City IT regulations), water and drainage utilities necessary for food service operations. Contractor shall make best efforts to practice prudent energy management satisfactory to City management. The Contractor

may connect standard household electrical connectors into existing standard electrical wall outlets. The Contractor shall pay the appropriate Service Contractor for any temporary service connections required for Food and Beverage Services.

- b) City will provide contractor with telephone service per City rules and regulations.
- c) City shall not be liable or responsible for any failure to furnish utility services, weather occasioned by strike or other work stoppage; federal, state or local government action; breakdown or failure of apparatus, equipment or machinery deployed in supplying the said services; any temporary stoppage for the repairs, improvements or enlargement thereof or any act or conditions beyond its reasonable control. City shall not be responsible for any goods, products or equipment stored at City venues, nor will City be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.
- d) City will provide Contractor password protected WiFi credentials for event operation and POS credit card machines when available.

11. PAVILION CONCERT OPERATIONS

- a) City's exclusive concert production provider, AEG Presents (AEG), shall have the right to book music events at the U.S. Pavilion during any date falling between May 1 and September 30; provided that on April 1 of each year, City and Contractor shall be permitted to book events between May 1 and September 30 pending City approval.
- b) When AEG uses Contractor for a private party in which backstage catering is required (e.g. feeding artists, AEG staff, etc.) at any Music Event, as outlined in City's agreement with concert production provider, Contractor shall provide food and beverage services at cost plus ten percent (10%). If AEG chooses to use a different Contractor for either of the purposes described in this paragraph, concert production provider shall pay a ten percent (10%) service charge for doing so.
- c) In compliance with Washington laws related to the sale and distribution of alcoholic beverages, only the City's Contractor may order, service and sell alcoholic beverages.
- d) Contractor shall provide twelve (12) support staff for a two (2) hour duration per AEG Music Event at the U.S. Pavilion. Support staff shall provide assistance with chair removal and waste diversion from the Pavilion floor at the conclusion of each event as needed.

12. MARKETING & SPONSORSHIP

- a. Contractor shall work collaboratively with the City to develop an annual marketing and promotion campaign, each contract year, for event and concession spaces at Riverfront Park, the U.S. Pavilion, Skate Ribbon and the Looft Carrousel. The Marketing Plan shall include targeted markets including weddings, corporate and social catering opportunities. Contractor and

the City shall work in cooperation toward a mutually agreed upon purpose of marketing and promotion of event spaces in Riverfront Park at the U.S. Pavilion, Skate Ribbon and Looff Carrousel facilities.

- b. Marketing efforts shall include on-site promotions, brochures, direct mailings, newsletters, social media, PR, networking and outreach, web and email campaigns, trade show booths and paid advertisements.
- c. Contractor shall brand activities “Riverfront Spokane” to the extent possible that Contractor activity and employees are indistinguishable from City staff.
- d. Sponsorship and Advertising – The City retains all sponsorship and advertising rights in City Facilities. Contractor will support the sale of sponsor-branded products and mutually agreed upon activations as outlined in City sponsorship agreements.

13. MYSTERY SHOPPING PROGRAM / CUSTOMER SERVICE

Contractor shall implement the services of an independent third party contractor to perform mystery shopping surveys, each month, during peak season (March to Labor Day). This evaluation shall include: one mystery shop of a concert event per month, per season. During October to February, Contractor shall complete one mystery shopping survey per month. Contractor is responsible for all fees associated with implementation of this third party contractor.

14. ADDITIONAL SERVICES & DETAILS

- a) The Contractor shall comply with all recycling rules, regulations, policies and procedures of The City and/or appropriate governmental bodies, including The City of Spokane or Riverfront sustainability action plan. The Contractor shall make best efforts to utilize recyclable or compostable disposable plates, cutlery and cups for all Concessions Sales and Services. To the extent possible, the contractor shall also assist city in advancing sustainability goals by educating consumers about waste disposal and properly labeling receptacles.
- b) It is the intent of The City that the Contractor use the City's branded, sponsored and/or subcontracted products and serving items throughout City Venues. Such products and serving items may require, without limitation, customized logoed containers, serving papers and wraps. The Contractor shall agree to purchase and use such items as directed by The City.
- c) The Contractor shall identify local products and vendors to utilize throughout the City venues whenever possible.
- d) The Contractor shall present every year for The City's review and approval its written proposal for menu and pricing for the upcoming Fiscal Year.

- e) Contractor may use Contractor supplied POS system at its own cost and expense.
- f) Operations Observations - City shall have the right to observe any transaction or transactions between Contractor and the public involving any sales authorized hereunder for the purposes of determining the quality and quantities of food, beverages and facilities offered to the public, the prices charged therefor and the accountability of the Gross Receipts received therefrom. City shall also have the right to make any and all examinations, tests, measurements, weighing, etc. as it may desire of all materials, food and supplies in Contractor's possession and to be sold by Contractor, in order to determine their quality and quantity.
- g) Facilities Inspections - City shall have the right at any time and as often as the Director considers necessary to inspect the Locations and places of operation of Contractor and to advise Contractor of the existence of any conditions which the Director determines to be unsafe, unsanitary or detrimental to the public or the operation of the City Venues. Contractor agrees to correct all such conditions promptly after notice. All such conditions will be corrected within at least 24 hours from notification. If not remedied within 24 hours, City or its hired agent, may correct the deficiency and charge the contractor for said work.
- h) Right of Entry Reserved - City, through its agents and/or employees, representatives, and contractors, shall have the continual right to enter upon and under all portions of the Locations to inspect the same, to observe the performance of Contractor of its obligations under this Agreement, to conduct inspections and/or audits, and to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which City may be obligated or has the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of City under this Agreement.
- i) At City's discretion, Contractor and City may work toward a mutually-agreed upon solution to allow Contractor's food service team to sell attraction tickets. City is amenable to Contractor using the city's POS system, pending IT review and approval.
- j) Sponsorship giveaways and/or samples to guests shall be limited to 2 oz. liquid and 4 oz. food portions.. Exceptions may be made for major event sponsors (e.g. presenting or tour sponsors) upon request by City
- k) City may allow Contractor to sell non-consumable merchandise, which items and commission rates shall be pre-approved prior to sale.

12. RECORD KEEPING AND ACCOUNTABILITY

The Contractor shall submit the following regular accounting reports:

- a) A monthly POS report for each Event, summarizing customer pricing; sales by location; total inventory sales; total register sales; and cash overages and shortages;

- b) A monthly revenue and payment report, in a format approved by The City, for each Accounting Period;
- c) Detailed revenue reports for each Event held in the previous month;
- d) Quarterly Profit and Loss statements.
- e) Post event food and beverage sales reports for AEG produced Music Events in the U.S. Pavilion to be used for artist settlement.
- f) Annual Reports - Not later than forty-five (45) calendar days of the close of each calendar year during the Term, Contractor shall furnish to City a true and accurate, audited financial statement of Gross Receipts, Gross Sales, and Cost of Sales. The Statement of Receipts and Expenses shall contain and include (without limitation) a breakdown of Gross Receipts, Gross Sales, and Cost of Sales. Report shall be prepared and certified by an independent certified public accountant. Such statement shall be furnished for every Contract Year in which business was transacted under this Agreement during the whole or any part of the year. At City's sole discretion, and at City's sole cost and expense, City may conduct a review of Contractor's books and records with respect to the Statement of Receipts and Expenses through City's Auditor or by hiring an independent CPA and the Incentive Criteria report through City's Auditor or an independent third party agreed to by the parties.

13. TAXES, FEES AND LICENSES

- a) Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permits, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- b) The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be paid by the Contractor.

14. CITY OF SPOKANE BUSINESS LICENSE

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor 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 Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Subcontractors will be required to provide a lien waiver for work performed on City equipment and for any service provided to support Contractor's food and beverage services outlined in this agreement. It will be responsibility of the Contractor to collect and record such waivers. Failure to collect

waivers will not bind the City and will fall on the Contractor remedy. Copies of all Subcontractor invoices that are rebilled to the City are required.

15. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION

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

16. INDEMNIFICATION

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

17. INSURANCE

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

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

- b. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Contractor's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
 - c. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- b) There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

18. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION. (Attachment A)

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

19. AUDIT

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

20. KEY PERSONS

The Contractor shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Agreement.

All Food and Beverage Services employees shall be employees of the Contractor, and not of the City. The Contractor shall be an independent contractor, and the Contract shall not in any way create or form a partnership or joint venture with the City.

21. ASSIGNMENT AND SUBCONTRACTING

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

22. TERMINATION

If any one or more of the following shall occur, the City may at its option terminate this Agreement by sending written notice of termination, by registered or certified mail, to Contractor at its address set forth herein, which notice shall be deemed given when received.

1. Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute; or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answering seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof.
2. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency laws or statutes shall be filed against Contractor and shall not be discussed or stayed within thirty (30) calendar days after the filing thereof.
3. Interests or rights of Contractor shall be transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship or liquidation.

4. Contractor shall become a corporation in dissolution.
5. Contractor shall voluntarily discontinue its operation at City of Spokane facilities.
6. Contractor loses its liquor license.
7. City shall determine in its sole and absolute discretion that the City venues shall be closed or abandoned.
8. In the event Contractor shall fail to perform or, improperly performs any of its obligations hereunder ("Non-performance"), then City shall have the right to provide Contractor with a notice of default which shall set forth specifically the Non-performance. Contractor shall have thirty (30) calendar days from the date of receipt of such notice, except as provided below, within which to correct the Non-performance. Should Contractor cure the Non-performance within the thirty (30) calendar day period, it shall notify City in writing of such cure. In the event the Non-performance is not cured within such thirty (30) calendar day period, City may then terminate this Agreement by giving Contractor fifteen (15) calendar days' written notice of its decision to do so which notice shall specify the exact date of termination. Such termination notice shall not extend further the cure period afforded to Contractor. Notwithstanding the foregoing, if the Non-performance cannot be cured through the exercise of reasonable diligence within the thirty (30) day period, then such thirty (30) day period shall be extended to a time as is reasonable to cure the Non-performance, provided Contractor has proceeded and is continuing to proceed in a diligent and reasonable manner to cure. Contractor shall, if the Non-performance cannot be cured within the thirty (30) day time period through the exercise of reasonable diligence so advise City in writing and also provide its best estimate of when such Non-performance will be cured and shall further advise City of such cure when accomplished.

Notwithstanding the above, either party may terminate the Contract without cause upon ninety (90) days' written notice to the other. Termination notice must be provided October 1 – December 31.

23. STANDARD OF PERFORMANCE

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

24. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS

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

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).

25. ANTI KICK-BACK.

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

26. MISCELLANEOUS PROVISIONS

- a) **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- b) The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.
- c) This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- d) **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- e) **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- f) **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- g) **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- h) **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

LANCER FOOD HOLDINGS, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

604-568-815 With / a _____
WA UBI No. City of Spokane Business
 Endorsement No.

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate Regarding Debarment

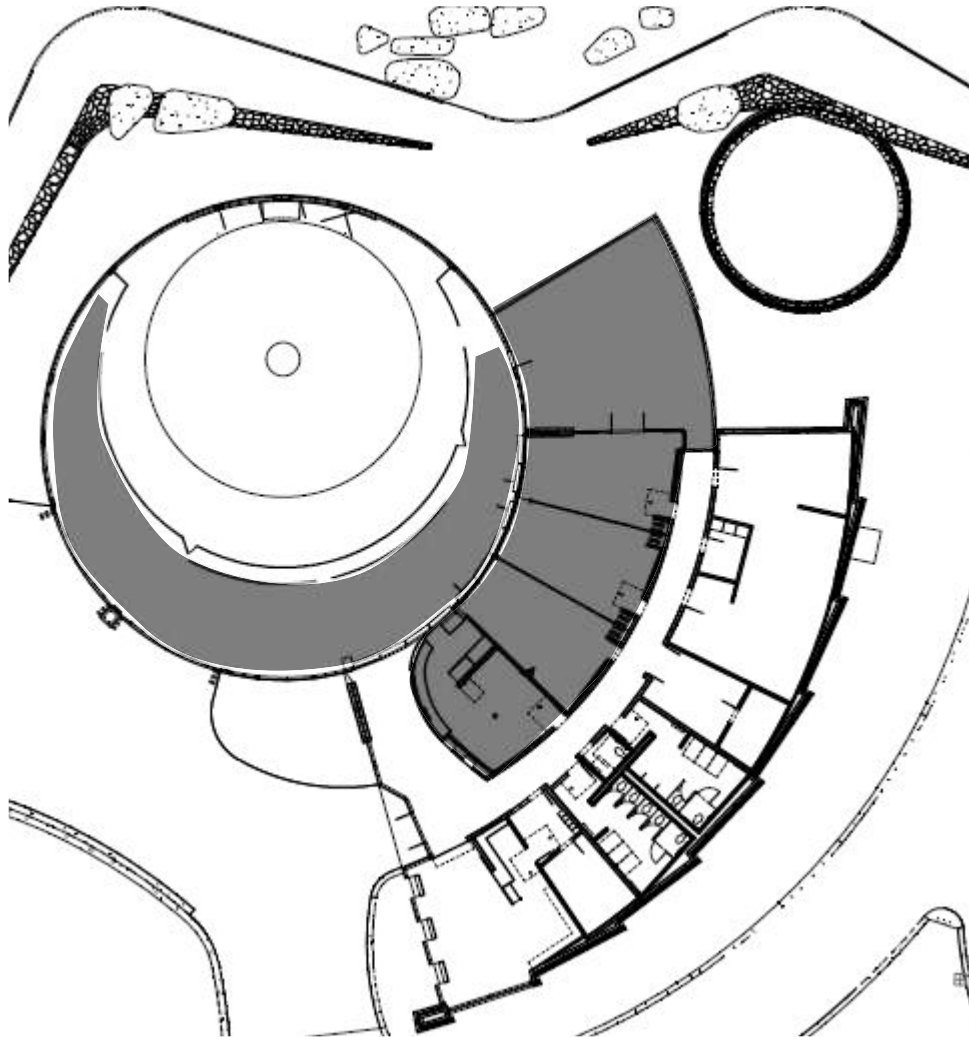
Attachment B - Certificate of Insurance

Attachment C - Contractor Work Areas

2020-1100-341

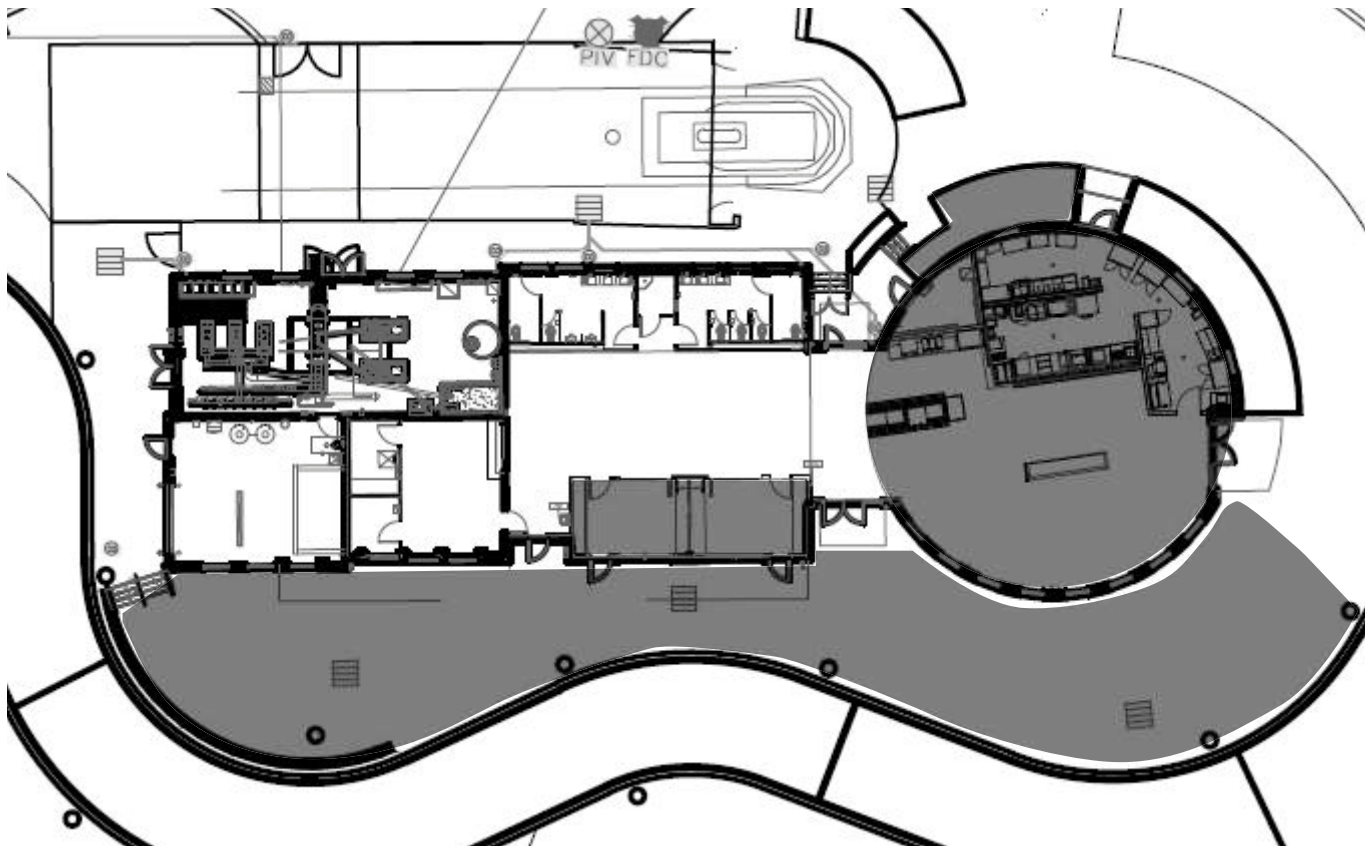
Exhibit C

Contractor Work Areas (Shaded)



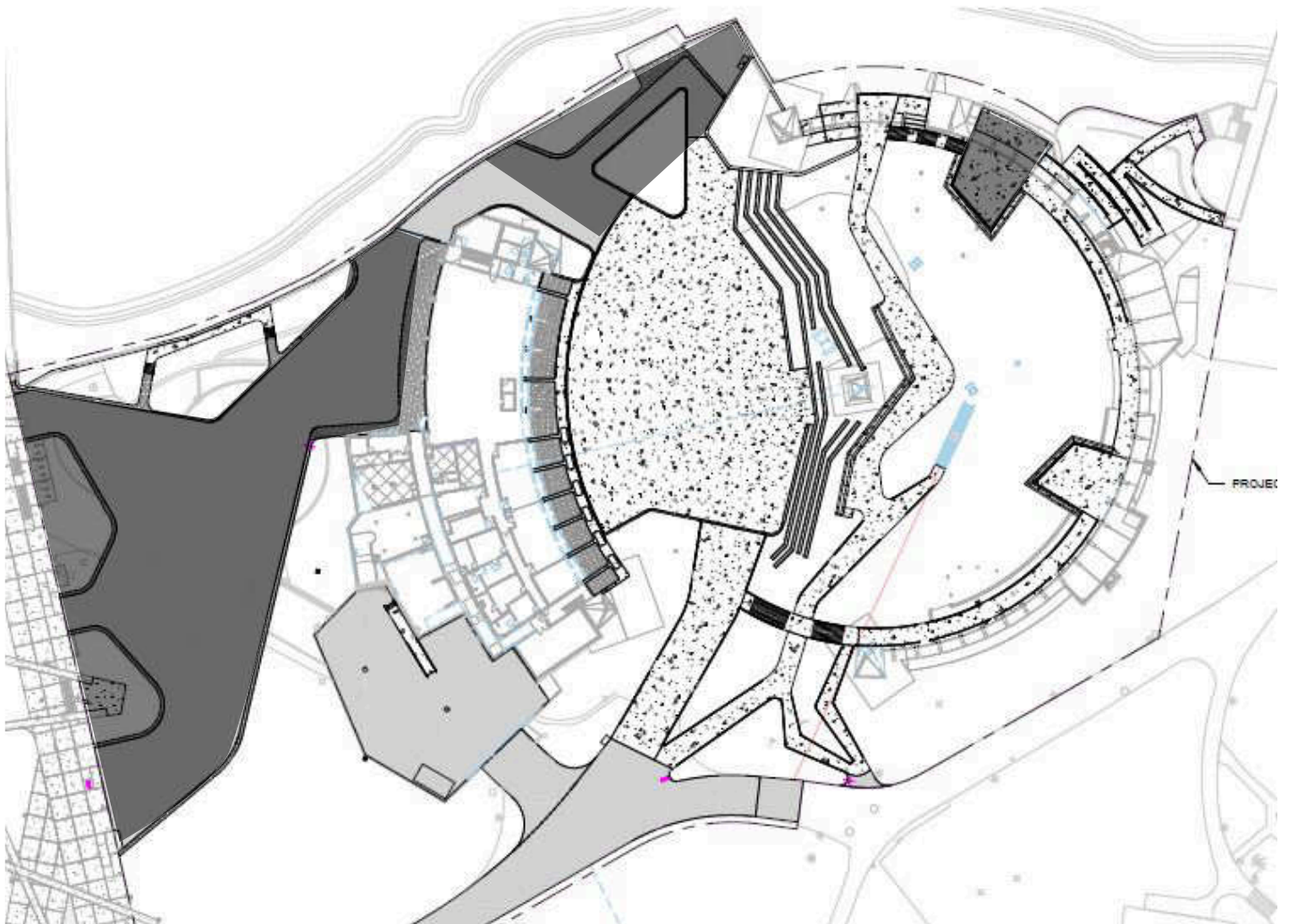
Loeff Carrousel

1. Concession stand and food prep/storage area
2. Three private event rooms and patio: Whirligig, Caliope, Brass Ring and outdoor patio
3. Carrousel Atrium/Rotunda



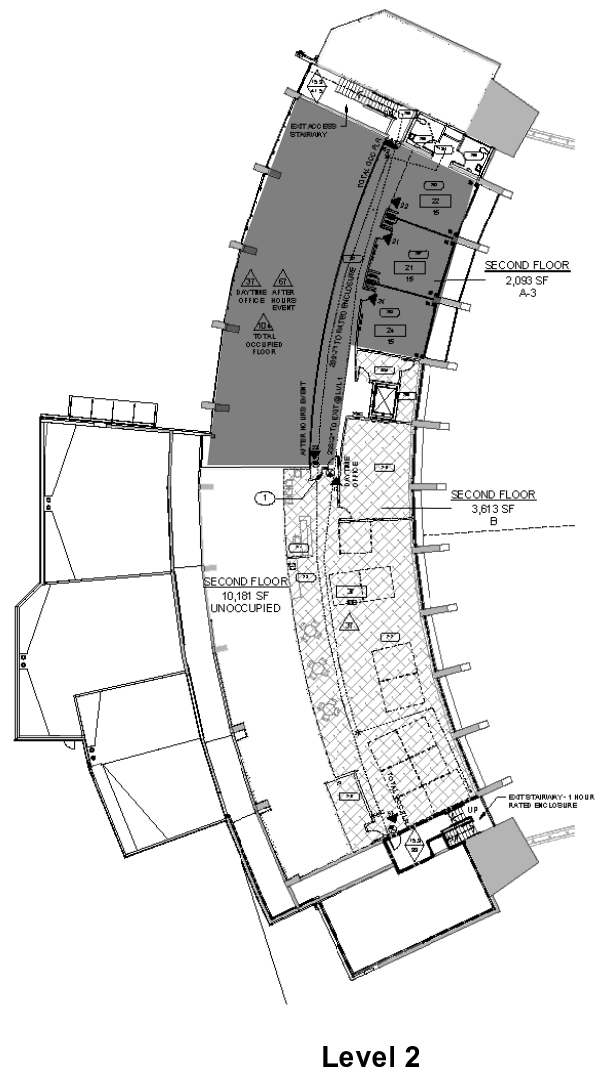
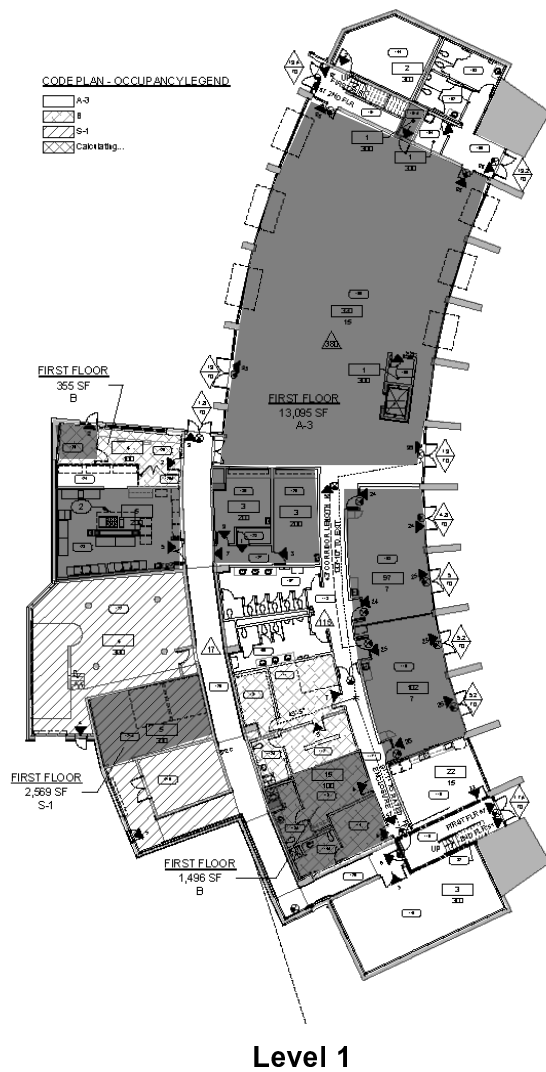
Numerica Skate Ribbon

1. Kitchen and food prep/storage area
2. Restaurant seating area
3. One special event / birthday party room



U.S. Pavilion - Outdoor Spaces

1. Pavilion Amphitheater & Main Bar
2. Portable concession areas as mutually agreed upon by Contractor/City
3. Central Plaza - portable concession areas as mutually agreed upon by Contractor/City



U.S. Pavilion Administration Building

1. SkyRoom
2. EXPO & 74 Rooms
3. Two dressing rooms
4. Public Lobby
5. Two concession stands (BOH)
6. Kitchen
7. Food storage area
8. Lobby Chair / Table Storage Area

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	March 9, 2020		
Requester	Jonathan Moog	Phone number: 625-6243	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input checked="" type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	2019-0149		
Item title: (Use exact language noted on the agenda)	Sponsorship Agreement Extension with Numerica Credit Union		
Begin/end dates	Begins: February 14, 2019 Ends: March 31, 2030 <input type="checkbox"/> Open ended		
Background/history: City entered into a naming rights agreement with Numerica Credit Union for in Febraury 2019 for title sponsorship of the Skate Ribbon and Sky Ride Facility in Riverfront Park. Installation of the building signage was completed March 2, 2020. The delay of sign installation was at not fault of either party. Without sign present Numerica did not receive recognition associated with building signage for a period of one (1) year. This contract extension extends the contract by one (1) year at no cost / compensation to Numerica.			
Motion wording: Approve sponsorship agreement extension with Numerica Credit Union			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Numerica Credit Union Name: Jennifer O'Callaghan Email address: jocallaghan@numericacu.com Phone: 509-536-6175			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: none Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



City of Spokane

**CONTRACT EXTENSION (No. 1)
NO COST**

**Title: NUMERICA CREDIT UNION SPONSORSHIP
AGREEMENT FOR SKATE RIBBON & SKY RIDE
IN RIVERFRONT PARK**

This Contract Extension No. 1 is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Numerica**, whose address is 14610 East Sprague Avenue, Spokane Valley, Washington, 99216, as ("Numerica"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane Parks Dept. owns & operates the Skate Ribbon & Skyride Facility in Riverfront Park; and,

WHEREAS, the parties entered into an Agreement wherein the ("City") provided ("Numerica") with the exclusive authority to grant and control marketing, advertising, signage, naming rights and sponsorship for these Parks facilities; and,

WHEREAS, the parties now desire to extend the term of that agreement, adding one (1) additional year to the original term which would provide a new end date of March 31, 2030 for that Agreement;

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The original Contract dated February 14, 2019 and any previous amendments, renewals and / or extensions / 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. CONTRACT TERM.

This Contract extension (No. 1) shall be approved upon signature of the parties and end March 31, 2030, unless terminated sooner by the parties.

3. COMPENSATION/ COST

This is a no cost extension to the 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 Contract Renewal by having legally-binding representatives affix their signatures below.

NUMERICA CREDIT UNION

By 
Signature Date

CARLA CICERO
Type or Print Name

PRESIDENT / CEO
Title

601-815-527 T12036971BUS
WA. UBI. No. City of Spokane
Endorsement

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Mayor

Title

Approved as to form:


Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A OPR2019-0149

2020-1100-114

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	March 9, 2020		
Requester	Jonathan Moog	Phone number: 625-6243	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Riverfront Park Committee date and time change		
Begin/end dates	Begins:	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Riverfront Park seeks to change the date and time of the monthly Riverfront Park Committee from Monday at 8:05 am to the first Thursday of each month at 3:30 pm.			
Motion wording: Approve moving the date and Time of Riverfront Park Committee to Thursday at 3:30 pm			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: none Budget code: _____			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

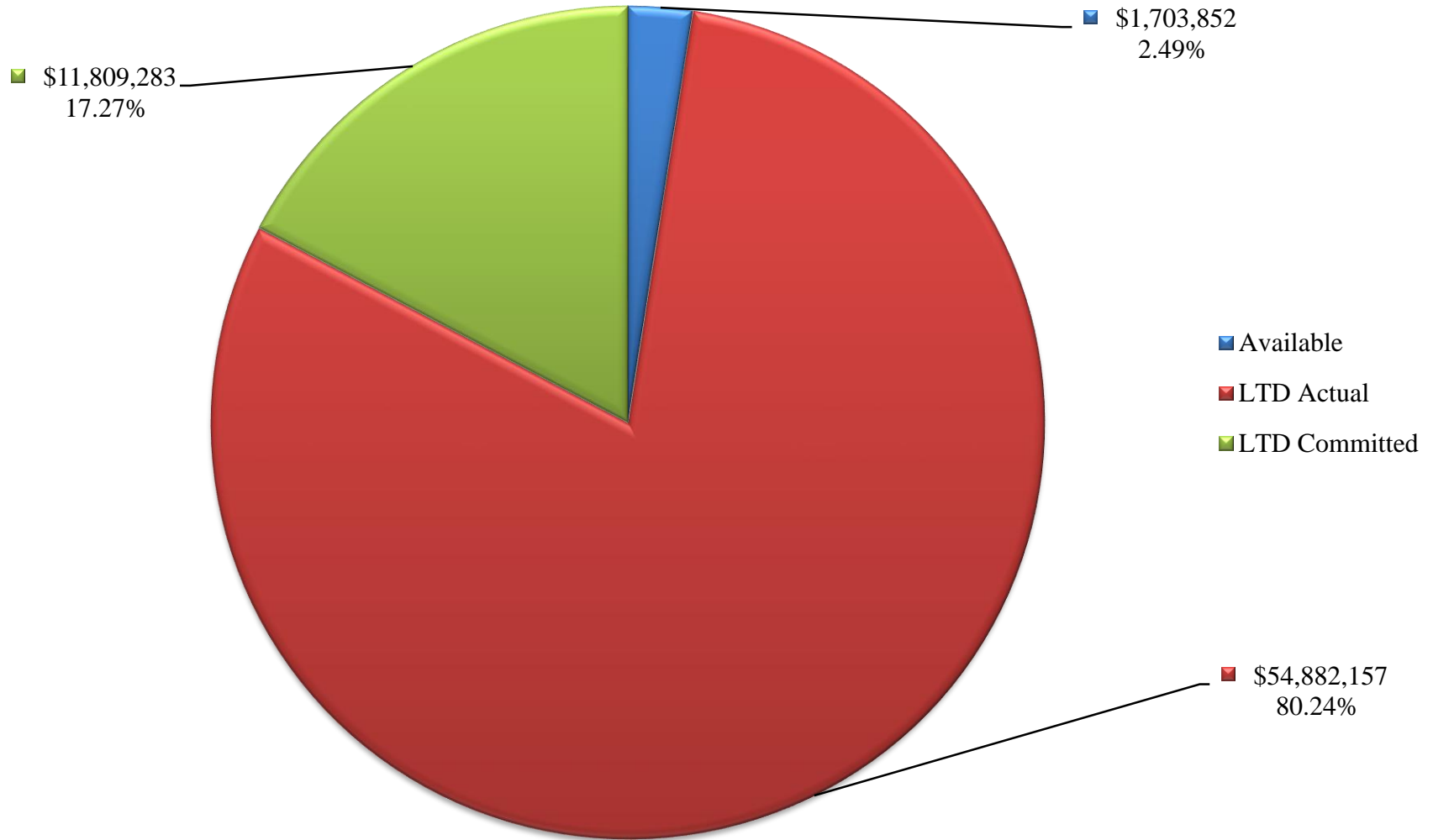


RIVERFRONT PARK REDEVELOPMENT PROJECT UPDATE

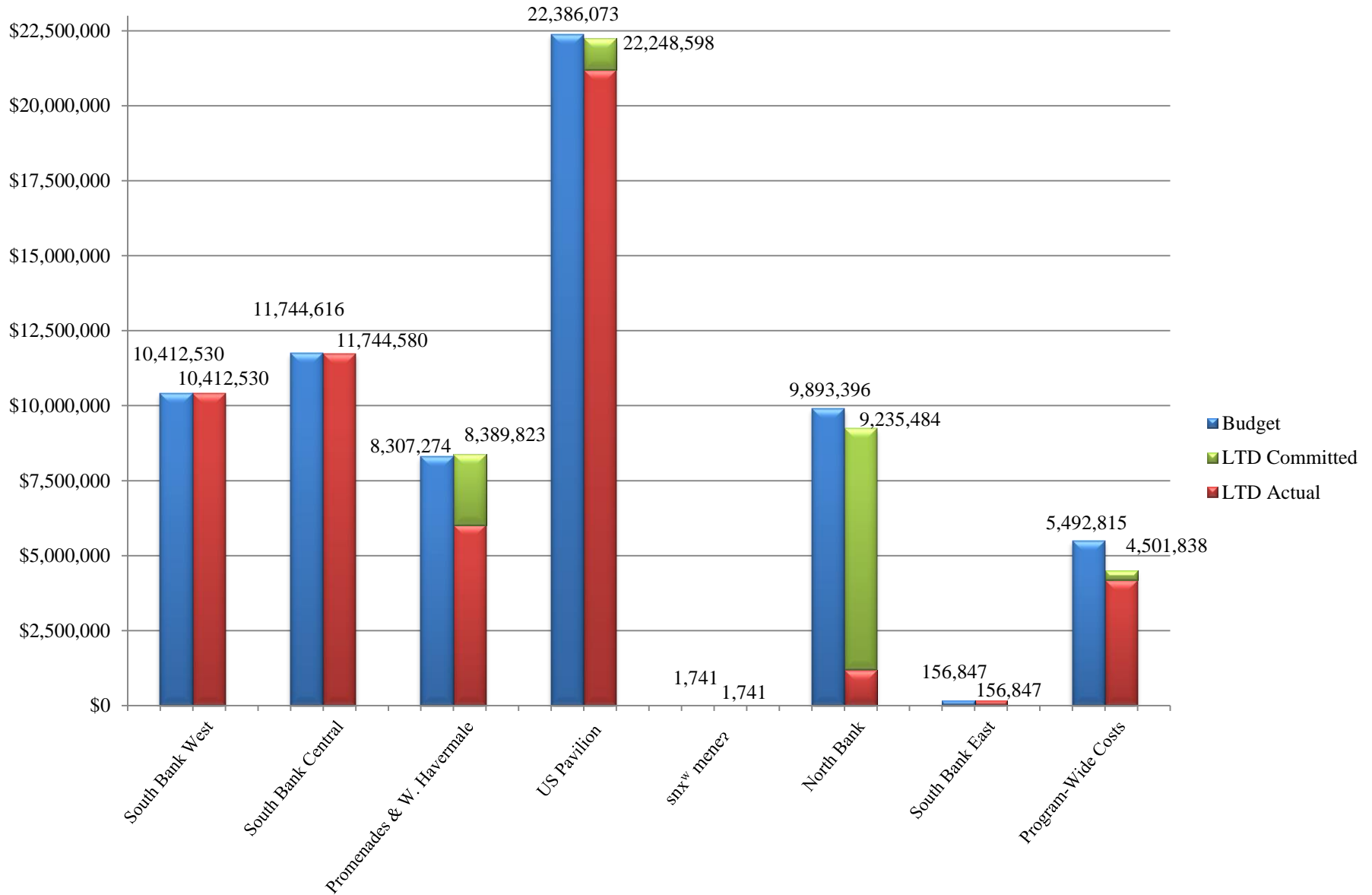
February 2020

Bond Budget Utilization Through February 2020

(December 19, 2019 Approved Budget)



Comparison of Approved Bond Budget to Actual & Committed Expenditures February 2020



Bond Budget by Project

(December 19, 2019 Approved Budget)

