


AGENDA SHEET FOR PARK BOARD MEETING OF: June 9, 2022
Submitting Division

Parks & Recreation

Contact Person

Nick Hamad

Phone No.

363-5452

 Department: Finance Operations Recreation/Golf Riverfront Park

 Committee: Finance Golf Land Recreation Riverfront UFTC

 Type of contract: New Renewal Amendment Extension Other

 Beginning date: 06/09/2022 Expiration date: 04/30/2047 Open ended

CLERKS' FILE	<u>2022-0453</u>
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Spokane County Interlocal Agreement/John H. Shields Park (no cost)

BACKGROUND:

Spokane City and Spokane County desire to enter into an agreement for the management, operation, maintenance and enhancement of John H. Shields Park, a city-owned park land. The agreement will grant Spokane County permission to maintain and manage the City Parks property for passive, non-motorized recreation by the public as consistent with Conservation Futures and Washington State RCO grant requirements. The agreement includes a future annexation clause whereby the city would accept ownership of adjacent county-owned lands if the city annexes the UGA adjacent these lands. The term of this agreement is 25 years, with an optional extension for an additional 10 years.

RECOMMENDATION:

Move to approve Spokane County Interlocal Agreement for John H. Shields Park (no cost)

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:
Nick Hamad

 Requester - Nick Hamad
Garrett Jones

Director of Parks & Recreation – Garrett Jones

Megan Qureshi

Parks Accounting – Megan Qureshi

James Richman

Legal Dept. – James Richman

DISTRIBUTION:

Parks: Accounting

pknowles@spokanecounty.org

Parks: Pamela Clarke

Al Vorderbrueggen

Budget Manager:

Requester: Nick Hamad

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

Jennifer Ogden

Jennifer Ogden, president

June 9, 2022

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
Budget neutral	
_____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Existing vendor

New vendor – If so, please include vendor packet

Supporting documents:

Quotes/Solicitation (RFP, RFQ, RFB)

W-9 (for new contractors/consultants/vendors)

Contractor is on the City's A&E Roster City of Spokane

ACH Forms (for new contractors/consultants/vendors)

Spokane Business registration expiration date: _____

Insurance Certificate (minimum \$1 million in General Liability)

UBI#: _____

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	June 1, 2022		
Requester	Nick Hamad	Phone number: 363-5452	
Type of agenda item	<input checked="" type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input 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)	Spokane County Interlocal Agreement/John H. Shields Park (no cost).		
Begin/end dates	Begins: June 9, 2022	Ends: April 30, 2047	<input type="checkbox"/> Open ended
Background/history:			
Spokane City and Spokane County desire to enter into an agreement for the management, operation, maintenance and enhancement of John H. Shields Park, a city-owned park land. The agreement will grant Spokane County permission to maintain and manage the City Parks property for passive, non-motorized recreation by the public as consistent with Conservation Futures and Washington State RCO grant requirements.			
The agreement includes a future annexation clause whereby the city would accept ownership of adjacent county-owned lands if the city annexes the UGA adjacent these lands. The term of this agreement is 25 years, with an optional extension for an additional 10 years.			
Motion wording:			
Move to approve Spokane County Interlocal Agreement for John H. Shields Park (no cost)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spokane County			
Name: Mary Kuney		Email address: pknowles@spokanecounty.org	Phone: 1.509.477.2188
Distribution:			
Parks – Accounting		Paul Knowles	
Parks – Pamela Clarke		Al Vorderbrueggen	
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
N/A		no cost	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/>	Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/>	W-9 (for new contractors/consultants/vendors)
<input type="checkbox"/>	Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/>	ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/>	UBI: _____ Business license expiration date: _____	<input type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT BETWEEN)
CITY OF SPOKANE PARKS & RECREATION)
AND SPOKANE COUNTY FOR THE)
MAINTENANCE AND OPERATION OF)
JOHN H. SHIELDS PARK)
)

RESOLUTION

WHEREAS, the Board of County Commissioners of Spokane County, Washington (“Board of County Commissioners”), pursuant to the provisions of Revised Code of Washington (“RCW”) 36.32.120(6), has the care of Spokane County (“County”) property and the management of County funds and business, and

WHEREAS, pursuant to the RCW Chapter 39.34 (Interlocal Cooperation Act) the Board of County Commissioners may contract with other localities for mutual advantage and provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors that influence and impact the needs and development of local communities; and

WHEREAS, in 1986, Spokane County through its Parks, Recreation & Golf Department (“County Parks”) acquired 13.47 acres, Assessor’s Tax Parcel No. 35024.9036 (“County Parks Parcel”), to preserve public access to a popular climbing area known as “Minnehaha Rocks”; and

WHEREAS, City of Spokane Parks & Recreation Department (“City Parks”) owns 16.48 acres east and adjacent to the above referenced County Parks Parcel, Tax Parcel Nos. 35024.0001 and the westernmost five acres of 35013.0201, referenced in the City park land inventory as ‘Upriver Park’ (“City Parks Property”), which is more particularly described herein and attached hereto Attachment “1”; and

WHEREAS, together, the County Parks Parcel and City Parks Property are known as John H. Shields Park (“Shields Park”), located at 5625 E. Upriver Drive; and

WHEREAS, City Parks and County Parks have jointly adopted the 2016 Beacon Hill Trail System Preservation Plan (“Beacon Hill Plan”), prepared by Evergreen East Mountain Bike Alliance, as an advisory guide towards future preservation, maintenance, acquisitions, and expansion of park facilities in the Beacon Hill area, including Shields Park; and

WHEREAS, pursuant to the Beacon Hill Plan, several parcels adjacent to Shields Park were purchased by Spokane County via Spokane County’s Conservation Futures Program in 2021 with sole access to these parcels provided by Shields Park, increasing the size of said park by 70 acres; and

WHEREAS, County Parks constructed and has maintained at its sole expense for decades a parking lot and associated visitor improvements on the City Parks Property as part of Shields Park; and

WHEREAS, City and County parks staff have determined that no written agreement exists for establishing, identifying and assigning the management and maintenance responsibilities of the City Parks Property, and improvements thereon, to County Parks; and

WHEREAS, the Parties are desirous of formalizing the County's role in maintaining and managing the City Parks Property as part of Shields Park and to allow certain future improvements thereof for the benefit of Spokane County residents; and

WHEREAS, the Parties are therefore desirous of entering into an interlocal agreement for the long-term care and operations of the City Parks Property as part of Shields Park.

WHEREAS, Doug Chase, Director of Spokane County Parks, Recreation & Golf, has recommended that the Board of County Commissioners approve and execute Attachment "1" - Interlocal Agreement Between Spokane County and City of Spokane Parks & Recreation.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Spokane County, Washington, that:


- (1) Attachment "1" - Interlocal Agreement Between Spokane County and City of Spokane Parks & Recreation is hereby approved.
- (2) The Chair of the Board acting on behalf of Spokane County, is hereby authorized to execute, at other than a public meeting, Attached "1" - Interlocal Agreement Between Spokane County and City of Spokane Parks & Recreation.

PASSED AND ADOPTED this 21ST day of June, 2022.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:


MARY L. KUNEY, CHAIR


AL FRENCH, VICE-CHAIR


Ginna Vasquez, Clerk of the Board


JOSH KERNS, COMMISSIONER

22 - 0 4 1 5

**INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY
AND THE CITY OF SPOKANE PARKS & RECREATION OVER THE MANAGEMENT
AND OPERATION OF JOHN H. SHIELDS PARK**

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into this 9th day of June, 2022, by and between SPOKANE COUNTY, a political subdivision of the State of Washington, through its Parks, Recreation & Golf Department, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County", and SPOKANE PARKS AND RECREATION, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Floor 5, Spokane, WA, 99201, hereinafter referred to as the "City Parks", jointly hereinafter referred to individually as a “Party” or collectively as the "Parties".

WITNESSETH

WHEREAS, pursuant to the Revised Code of Washington (“RCW”) Chapter 39.34 (Interlocal Cooperation Act) the Parties may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the Board of County Commissioners, pursuant to the provisions of RCW 36.32.120(6), has the care of Spokane County property and the management of Spokane County funds and business; and

WHEREAS, in 1986, the County acquired 13.47 acres, Assessor’s Tax Parcel No. 35024.9036 (“County Parks Parcel”), to preserve public access to a popular climbing area known as “Minnehaha Rocks”; and

WHEREAS, City Parks owns 16.48 acres east and adjacent to the County Parks Parcel, Tax Parcel Nos. 35024.0001 and the westernmost five acres of 35013.0201, referenced in the City park land inventory as ‘Upriver Park’ (“City Parks Property”), which is more particularly described herein and attached hereto as Exhibit “A”; and

WHEREAS, together, the County Parks Parcel and City Parks Property are known as John H. Shields Park (“Shields Park”), located at 5625 E. Upriver Drive, which is depicted herein and attached hereto as Exhibit “B”; and

WHEREAS, the Parties have jointly adopted the 2016 Beacon Hill Trail System Preservation Plan (“Beacon Hill Plan”), prepared by Evergreen East Mountain Bike Alliance, as an advisory guide towards the future preservation, maintenance, acquisitions, and expansion of park facilities in the Beacon Hill area, including Shields Park; and

WHEREAS, pursuant to the Beacon Hill Plan, several parcels adjacent to Shields Park were purchased by Spokane County via Spokane County’s Conservation Futures Program in 2021 with sole access to these parcels provided by Shields Park, increasing the size of said park by 70 acres; and

WHEREAS, the County constructed and has maintained at its sole expense for decades a parking lot and associated visitor improvements on the City Parks Property as part of Shields Park; and

WHEREAS, the Parties' staff have determined that no written agreement exists for conveying the management and maintenance responsibilities of the City Parks Property, and improvements thereon, to the County; and

WHEREAS, the Parties are desirous of formalizing the County's role in maintaining and managing the City Parks Property as part of Shields Park and to allow certain future improvements thereof for the benefit of Spokane County residents; and

WHEREAS, the Parties are therefore desirous of entering into an interlocal agreement for the long-term care and operations of the City Parks Property as part of Shields Park.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the Parties hereto do agree as follows:

SECTION 1: PURPOSE

This Agreement is entered into between the Parties for the purpose of use, management, operation, and enhancement of the City Parks Property, for the benefit of Spokane County residents. The City Parks Property is further described in Exhibit "A" and depicted in Exhibit "B", which are attached hereto and are herein incorporated by reference.

SECTION 2: TERM

The County shall be responsible for the management and operations of the City Parks Property for a 25-year period, commencing May 1, 2022 and ending April 30, 2047, unless terminated earlier as provided in this Agreement. The County may request an additional 10-year term no less than 60 days prior to April 30, 2047, approval of which shall not be unreasonably withheld by City Parks.

SECTION 3: USE OF CITY PARKS PROPERTY

The County shall use and manage the City Parks Property for passive non-motorized recreation by the public, consistent with RCW 84.34 ("Conservation Futures") and the Make Beacon Hill Public Phase 2 project as outlined in Washington State Recreation & Conservation Office grant #22-1473; and, in such manner as to preserve and / or enhance the natural resources of and recreational opportunities on the property. The County may make improvements to the City Parks Property to enhance public access and recreational opportunities, including parking lot improvement and expansion, electrical improvements, signage, restrooms, landscaping, bouldering playground and other potential improvements associated with creating a welcoming, safe, and attractive Shields Park and access to the Beacon Hill Trail System. Any proposed interpretive display, murals, sculpture, logos, or art shall be subject to the requirements and procedures set forth in City of

Spokane Administrative Policy Titled Artwork in Parks and Recreation Areas, ADMIN 1400-14-05 LGL 2007-0026 (“Art Policy”) and shall be presented to the Park Board for review and approval prior to fabrication / installation.

Permission of the City of Spokane Parks and Recreation Director (“City Parks Director”) shall be required for any new construction or other new physical improvement valued over \$20,000.00 on the City Parks Property, which permission shall not be unreasonably withheld. Any new physical improvement valued over \$50,000.00 on the City Parks Property shall be subject to the approval of the City of Spokane Park Board. Ownership of all improvements to the City Parks Property shall be transferred or deeded to City Parks upon termination of this Agreement.

In order to facilitate the public’s safe enjoyment of the City Parks Property, the site shall be maintained in good condition and repair by the County. City Parks permission shall not be required for routine maintenance of the City Parks Property, including but not necessarily limited to noxious weed control and forest management work.

SECTION 4: MAKE BEACON HILL PUBLIC

The County shall manage the City Parks Property consistent with future agreements between the Parties related specifically to the Make Beacon Hill Public project and management practices established (or as may be established) by County for Conservation Futures properties. This may include items such as the development, installation and replacement of signage to create a consistent “look” or appearance at the various public access points to the Beacon Hill Trail System, of which the City Parks Property currently provides.

SECTION 5: FUTURE ANNEXATION

Unless otherwise mutually agreed upon in writing by the Parties, at such time, in the event of the City of Spokane annexing that portion of the Urban Growth Area lying north of Frederick Avenue and including the County Parks Parcel and the “Combs Property,” owned by County, which includes Tax Parcel Nos. 35026.9071 and 35023.9038, City Parks hereby agrees to:

- (a) Accept ownership and sole management responsibility of the County Parks Parcel, the “Combs Property,” the “Banta Property” (Tax Parcel Nos. 35024.9028 and 35024.9027) as well as accept assignment of a future conservation easement, to be held by County, on Tax Parcel No. 35021.9001. At the time of these events, all Make Beacon Hill Public County-owned parcels shall convert to City Parks ownership; and
- (b) This Agreement shall consistent with Section 6 herein.

SECTION 6: TERMINATION

City Parks may provide written notice to the County in the event of the County’s breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, County shall have sixty (60) days to cure the breach or non-compliance. If the County fails to cure the breach or non-compliance within such time (or as

otherwise agreed to or extended), City Parks may terminate this Agreement. Upon termination, City Parks shall have the right to: (a) to re-enter and take possession of the City Parks Property and improvements; (2) eject the County and those claiming through it or under it; and (3) remove the County's property.

County may provide written notice to City Parks in the event of City Parks' breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, City Parks shall have sixty (60) days to cure the breach or non-compliance. If City Parks fails to cure the breach or non-compliance within such time (or as otherwise agreed to or extended), County may terminate this Agreement. Upon termination, County shall have the right to remove any County property or equipment from the City Parks Property.

The Parties may mutually agree to terminate this Agreement to facilitate "Future Annexation" described in Section 5 herein and establish terms and conditions for such termination outside of this Agreement.

SECTION 7: INDEMNIFICATION

City Parks shall protect, defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) arising from City Parks' use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by City Parks in or about the City Parks Property. The City Parks will not be required to indemnify, defend, or save harmless the County if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the County, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

To the extent allowed by law, the County agrees to protect, defend, indemnify, and hold harmless City Parks, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property) arising from the County's use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by the County in or about the City Parks Property. The County will not be required to indemnify, defend, or save harmless City Parks if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of City Parks, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The Parties agree that their respective obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of the Parties' employees or agents while performing work authorized under this Agreement. For this purpose, the Parties, by mutual negotiation, hereby waive with respect to the Parties only, any immunity that would otherwise be

available to the Parties against such claims under the Industrial Insurance provisions of Chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officers, officials, employees, and agents of City Parks or the County shall be personally liable for any act, or failure to act, in connection with this Agreement, while acting within the scope of their authority.

SECTION 8: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in effect, at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount.;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance or Risk Pool liability coverage to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of commercial insurance policies or Risk Pool liability coverage documents shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. For purposes of foregoing requirements, the Parties acknowledge that the City of Spokane

is self-insured with excess coverage for claims exceeding the City's self-insured retention.

SECTION 9: INDEPENDENT CONTRACTOR

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant, or otherwise of the County shall be or shall be deemed to be an employee, agent, servant, or otherwise of City Parks for any purpose, and the employees of the County are not entitled to any of the benefits that City Parks provides for its employees. The County will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract. In the performance of the services herein contemplated the County is an independent contractor with the authority to control and direct the performance and details of the work, City Parks being interested only in the results obtained; however, the work contemplated herein shall meet the approval of City Parks pursuant to the provisions of the Agreement.

No agent, employee, servant, or otherwise of City Parks shall be or shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose, and the employees of City Parks are not entitled to any of the benefits that the County provides for its employees. The City Parks will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract.

SECTION 10: DISPUTE RESOLUTION PROCEDURE

Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), designated representatives of each party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one party gives notice to the other by certified mail. Such notice shall identify the dispute or controversy with particularity and state that the party is commencing this Level 1 procedure to resolve the dispute. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.

Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator to aid the Parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in in the courts of competent jurisdiction within Spokane County, Washington. Each party shall bear its own attorneys' fees and costs of any such litigation.

SECTION 11: ASSIGNMENT

This Agreement shall not be assigned, sublet, pledged, conveyed, sold, sublicensed, transferred, or otherwise disposed of for any reason whatsoever in whole or part without the express written consent of the Parties.

SECTION 12: MODIFICATION

No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

SECTION 13: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION 14: WAIVER

No officer, employee, agent or otherwise of the County or City Parks has the power, right, or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time full and complete performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of either party to hereafter enforce each and every such provision.

SECTION 15: NOTICES

All notices required or permitted under this Agreement shall be in writing and served upon the Parties in person, by certified U.S. mail (return receipt requested) directed to the mailing addresses set forth below or the mailing addresses designated by a party pursuant to written notice, or by electronic mail to the email address set forth below or the email address designated by a party pursuant to written notice. Any notice so mailed shall be effective three (3) days after mailing. Any notice in person or by electronic mail shall be effective immediately. All changes of address

shall be effective upon written notice in the fashion provided by this section. The Parties hereby designate the following individuals to receive notice.

For the County:

Spokane County Parks, Recreation & Golf Department
C/O Director
404 North Havana St.
Spokane, WA 99202
dchase@spokanecounty.org

For City Parks:

Spokane Parks & Recreation Department
C/O Director
808 W. Spokane Falls Blvd., Floor 5
Spokane, WA 99201
gjones@spokanecounty.org

SECTION 16: ENTIRE AGREEMENT

This Agreement, including the exhibits, contains all the promises, agreements, conditions, inducements and understandings between the parties relative to the City Parks Parcel; and there are no promises, agreements, conditions, inducements, understandings, warranties or representations, oral or written, expressed or implied, between them other than as set forth herein.

SECTION 17: SEVERABILITY

If any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

SECTION 18: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The County has read and understands this entire Agreement, and now states that no representation, promise, or agreement not expressed in this Agreement has been made to induce him to execute the same.

SECTION 19: HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they appertain.

SECTION 20: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION 21: NON-DISCRIMINATION

The Parties, their employees, and agents shall not discriminate against any person based on race; religion; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

SECTION 22: FORCE MAJEURE

Neither Party shall not be considered in breach or non-compliance by reason of any failure in performance if such failure arises out of causes reasonably beyond that Party's control and without its fault or negligence. Neither Party will be held responsible for delay of failure to perform herein when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, labor disputes, or other circumstances which cannot be forecast or provided against.

SECTION 23: SPECIAL PROVISION

A Party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

SECTION 24: REMEDIES

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 25: ANTI-KICKBACK

No officer or employee of either Party, having the power or duty to perform an official act or action 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.

SECTION 26: TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Agreement and attached exhibits.

SECTION 27: RECORDS

All public records repaired, owned, used or retained by either Party in conjunction with meeting its responsibilities under this Agreement shall be made available to the other Party upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

SECTION 28: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION 29: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION 30: EXECUTION AND APPROVAL

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

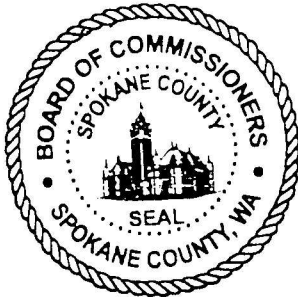
SECTION 31: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** City Parks shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 5 above.

H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

COUNTY:



**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON**

Mary L. Kuney
MARY L. KUNEY, CHAIR

ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

22-0415

CITY PARKS:

CITY OF SPOKANE PARKS & RECREATION

DocuSigned by:
Jason Conley

JASON CONLEY, EXECUTIVE DIRECTOR

DocuSigned by:
Bob Anderson

BOB ANDERSON, PARK BOARD VICE
PRESIDENT

ATTEST:

Approved as to form:

DocuSigned by:
[Signature]

Clerk

DocuSigned by:
James Richman

Assistant City Attorney

DS





Building a constituency for the Spokane River.
Driving impacts through individual stewardship.



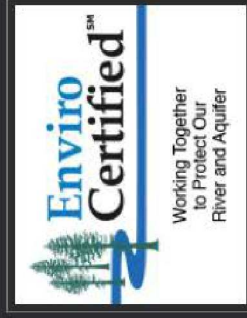
SPOKANE RIVER WATER TRAIL

Explore the Spokane River!



**SPOKANE KOOTENAI
WASTE & RECYCLE DIRECTORY**

Got waste? Put it in the right place.



ENVIROCERTIFIED

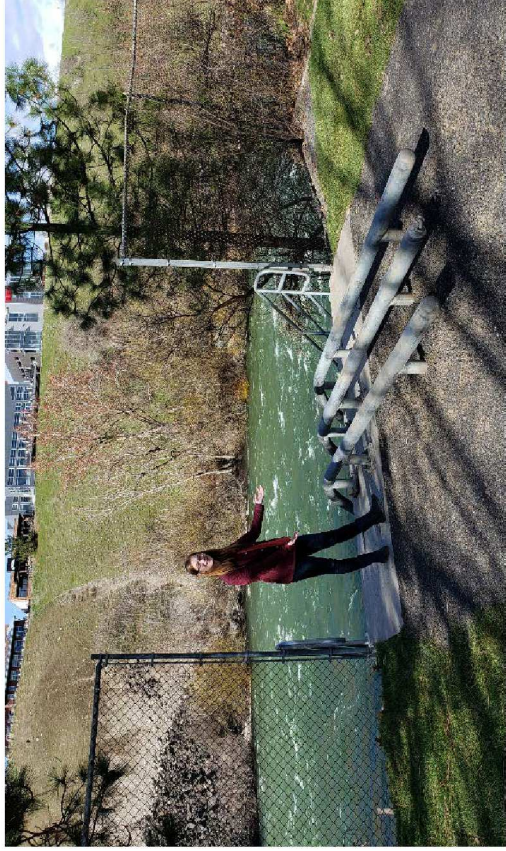
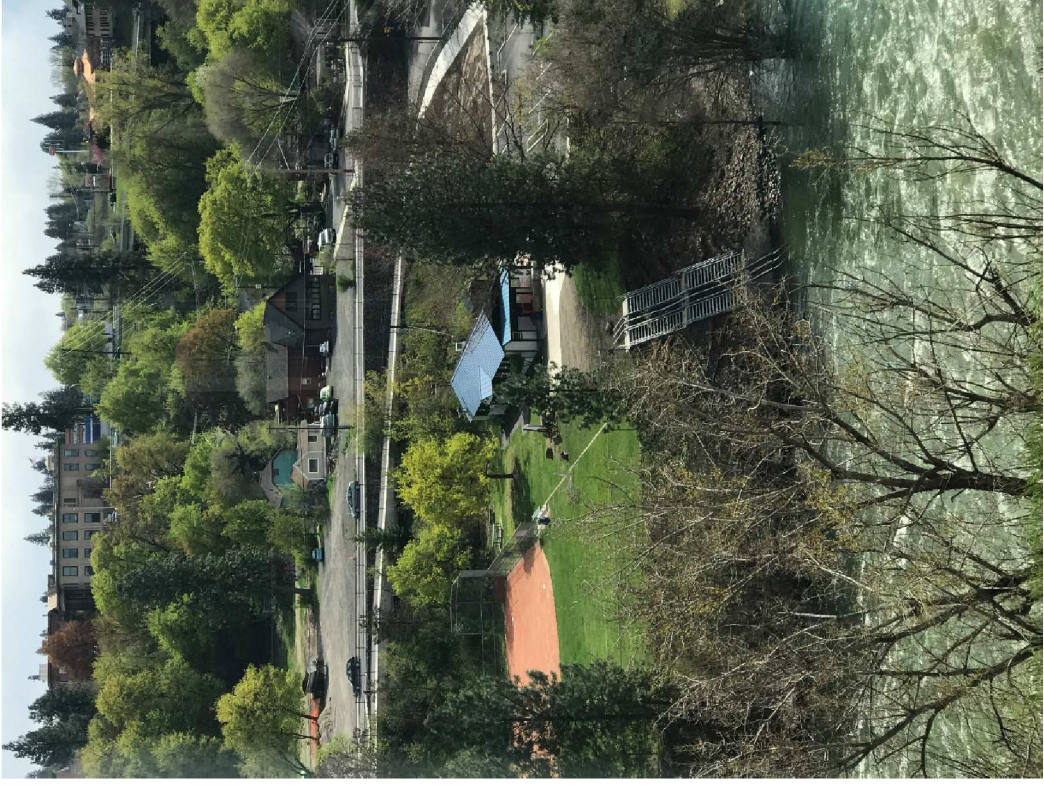
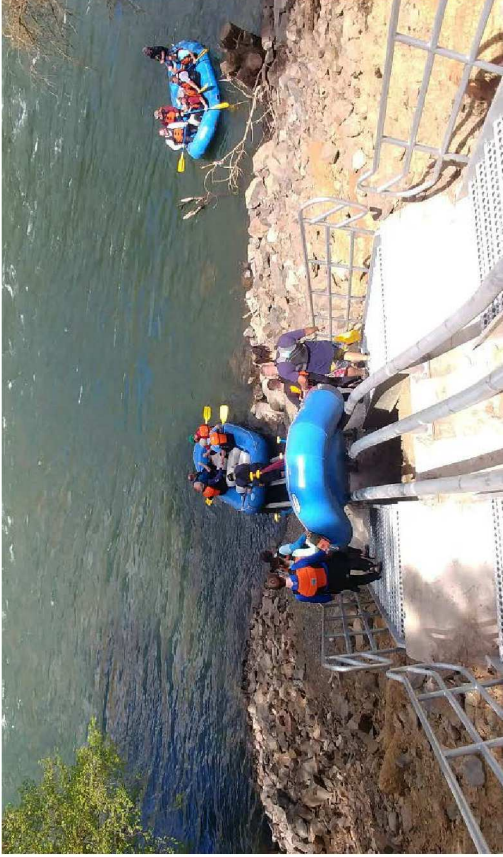
Apply for certification today!



STEWARDSHIP

Volunteer Opportunities

Redband Park Water Trail Access, 2018



Redband Park Plaza, 2019

**2022:
Redband Life
Cycle and
Historical
Significance
Interpretive
Signs with
Spokane Tribe**





Major Funders

Spokane River Forum

Department of Commerce \$380,000
TC Energy \$ 80,000
Subtotal \$460,000

Spokane Conservation District

Initial Slide Engineering

City RCO

Parking, etc.

Spokane Indians Baseball &

Extreme Team

Ballfield & Building Rehab

People's Park Water Trail Access, 2020

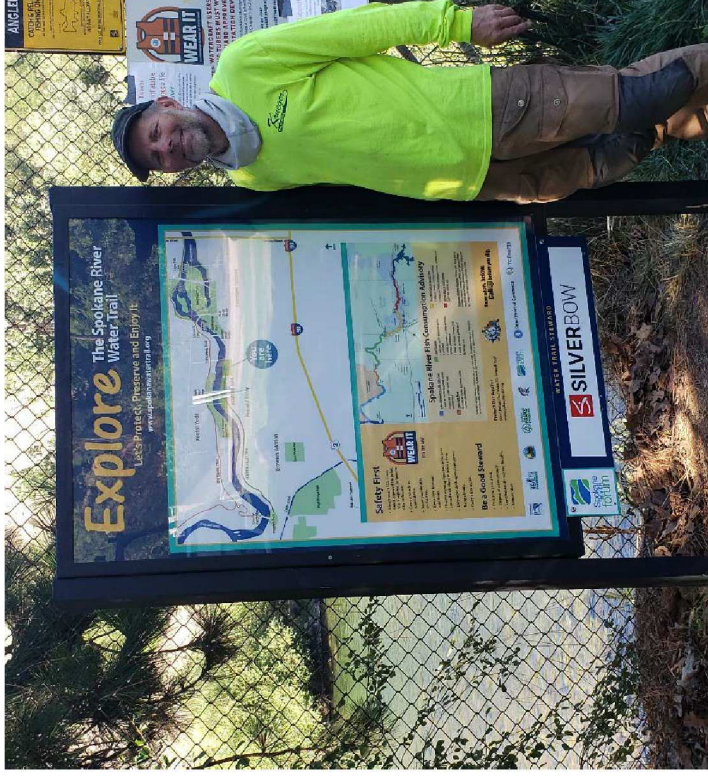




Spokane River Water Trail and Centennial Trail Wayfinding

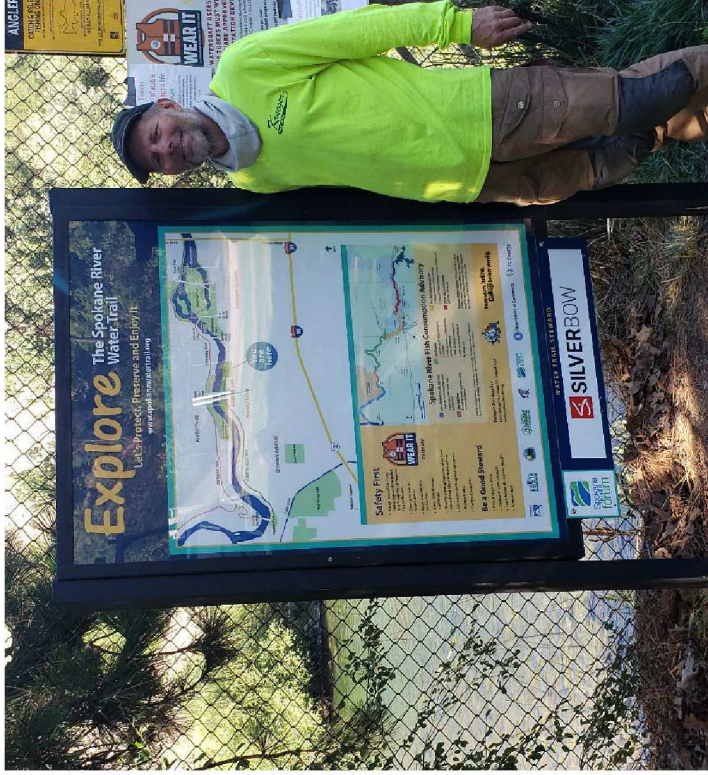


People's Park, 2021



Redband Park, 2021

Additional Wayfinding & Interpretation



**TJ Meenach 2022-23
Wayfinding and
Stormwater Interpretive**



**Division Street
Bridge/Centennial Trail?**



Thank you! - Questions?



EXHIBIT A

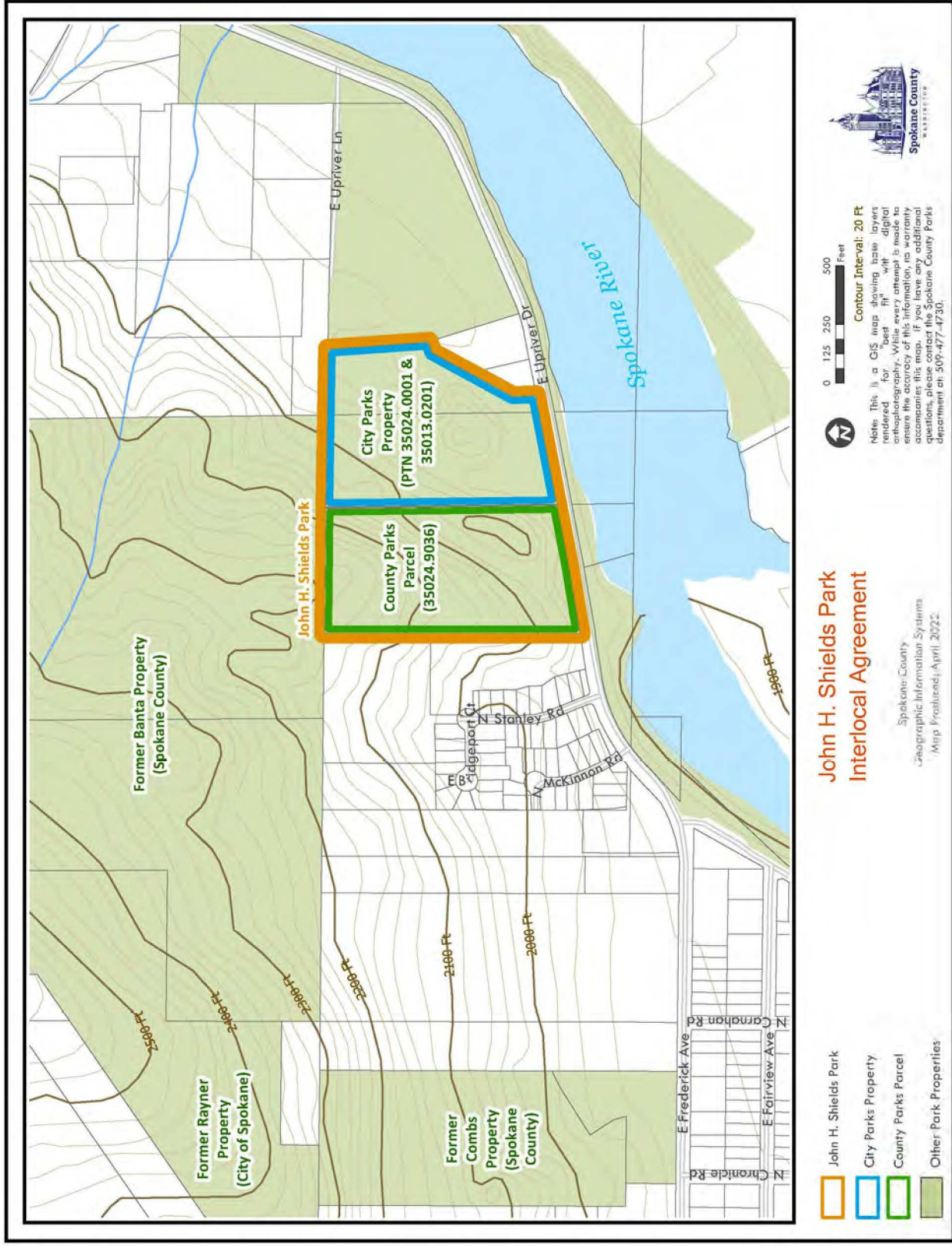
Legal Description of the City Parks Property

THE EAST 24 RODS OF THE SE ¼ OF THE SE ¼ OF SECTION 2, TOWNSHIP 25 NORTH RANGE 43 E.W.M., EXCLUDING UPRIVER DRIVE RIGHT OF WAY TOGETHER WITH THE WESTERN 325 FEET OF PORTION OF SPOKANE COUNTY TAX PARCEL NUMBER 35013.0201.

Spokane County Tax Parcel Nos. 35024.0001 and 35013.0201 (Portion).

Situate Spokane County, State of Washington.

EXHIBIT B Map of County and City Parks Property (i.e. Shields Park)



Certificate Of Completion

Envelope Id: 75C067EE58744AB4A6D28993651ADD8E

Status: Completed

Subject: Please DocuSign: OPR 2022-0453/Interlocal Agreement with Spokane County for John H. Shields P...

Source Envelope:

Document Pages: 25

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Laura Price

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Enveloped Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

lprice@spokanecity.org

IP Address: 155.190.3.6

Record Tracking

Status: Original

Holder: Laura Price

Location: DocuSign

6/14/2022 11:37:07 AM

lprice@spokanecity.org

Signer Events

James Richman

jrichman@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



59DFB076D0684D7...

Timestamp

Sent: 6/14/2022 11:39:49 AM

Viewed: 6/14/2022 11:45:45 AM

Signed: 6/14/2022 11:46:00 AM

Signature Adoption: Pre-selected Style

Signed by link sent to jrichman@spokanecity.org

Using IP Address: 155.190.3.5

Electronic Record and Signature Disclosure:

Accepted: 6/14/2022 11:45:45 AM

ID: d2b5f15b-4873-4d2a-9297-c6205f70d47c

Bob Anderson

banderson@spokanecity.org

Security Level: Email, Account Authentication (None)

DocuSigned by:



BC9CA24268864E1...

Sent: 6/14/2022 11:46:01 AM

Viewed: 6/14/2022 2:04:15 PM

Signed: 6/14/2022 2:07:53 PM

Signature Adoption: Pre-selected Style

Signed by link sent to banderson@spokanecity.org

Using IP Address: 73.193.39.86

Electronic Record and Signature Disclosure:

Accepted: 6/14/2022 2:04:15 PM

ID: 0ee1f146-40d6-4b78-b870-d6ce2475764f

Jason Conley

jkconley@spokanecity.org

Parks Executive Officer

Security Level: Email, Account Authentication (None)

DocuSigned by:



89F9844F0B45426...

Sent: 6/14/2022 2:07:54 PM

Viewed: 6/14/2022 2:18:17 PM

Signed: 6/14/2022 2:18:29 PM

Signature Adoption: Pre-selected Style

Signed by link sent to jkconley@spokanecity.org

Using IP Address: 155.190.3.7

Electronic Record and Signature Disclosure:

Accepted: 6/14/2022 2:18:17 PM

ID: bdb68e9b-abff-4bfb-9269-4f6ab2223f2

Signer Events	Signature	Timestamp
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Terri L. Pfister
 tpfister@spokanecity.org
 City Clerk
 City of Spokane
 Security Level: Email, Account Authentication
 (None)



Sent: 6/14/2022 2:18:30 PM
 Viewed: 6/14/2022 2:21:53 PM
 Signed: 6/14/2022 2:22:06 PM

Signature Adoption: Uploaded Signature Image
 Signed by link sent to tpfister@spokanecity.org
 Using IP Address: 155.190.3.8

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/14/2022 2:21:53 PM
Signing Complete	Security Checked	6/14/2022 2:22:06 PM
Completed	Security Checked	6/14/2022 2:22:06 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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AGENDA SHEET FOR COMMISSIONERS MEETING OF: May 3rd, 2022

SUBMITTING DEPARTMENT: Parks, Recreation & Golf

CONTACT PERSON: Doug Chase / Paul Knowles

PHONE NUMBER: 477-2720 / 477-2188

CHECK TYPE OF MEETING ITEM BELOW:

BID OPENING:

2:00 PM CONSENT AGENDA: 5/3/22

5:00 PM LEGISLATIVE SESSION:

BY LEAVE: (Item Title)

SPECIAL SESSION: (Item Title)

9:00 AM BOARD BRIEFING: 4/18/22

BELOW FOR CLERKS USE ONLY:

Clerk's Resolution No. <u>22-0415</u>
Approved: (Majority - Unanimous) _____
Denied: (Majority - Unanimous) _____
Renews/Amends No. _____
Public Works No. _____

Purchasing Dept. No. _____

AGENDA TITLE: Shall the Board of Spokane County Commissioners approve an interlocal agreement ("ILA") between City of Spokane Parks & Recreation Department and Spokane County regarding the maintenance and enhancement of John H. Shields Community Park?

RECOMMENDATION: Yes, please approve.

Staff recommends to the Board of County Commissioners approval of the proposed interlocal agreement between City of Spokane Parks & Recreation Department and Spokane County to continue Spokane County's role, as envisioned in the Beacon Hill Preservation Plan and 2020 Spokane County Park Plan, in Beacon Hill.

BACKGROUND:

John H. Shields Park is a County community park located at 5625 E. Upriver Drive situated within the Upriver Joint Planning Area ("JPA") of Spokane County's Urban Growth Area ("UGA"). The park consists of a County-owned parcel ("County Parks Parcel") that was acquired by Spokane County in 1987 with donated funds collected and contributed by the Spokane Mountaineers together with adjacent property owned by the City of Spokane Parks & Recreation Department ("City Parks Property"). In the early 1990s, Spokane County Parks, Recreation & Golf ("County Parks") improved the City Parks Property to include a paved parking lot, steps, signage, paved pathways, and restrooms. City and County parks staff have determined that no formal agreement was executed between the parties to facilitate the County's construction of these improvements nor the ongoing maintenance of these improvements, which County Parks has performed for the past three decades.

The proposed ILA seeks to resolve several outstanding issues created by the informal arrangement described above, including:

- Establishing clear roles / responsibilities for the parties.
- Satisfying Risk Management's concerns.
- Recognizing and providing for the replacement of aging improvements, which have reached their anticipated "life expectancy."
- Providing for the eventuality of Upriver JPA being annexed into the City of Spokane, including an agreement by City Parks to assume ownership over the County Parks Parcel and other County-owned / County-held interest in Beacon Hill-area parkland and the termination of this ILA.

The ILA, if approved, will provide a clear "road map" for Spokane County as it pertains to John H. Shields Park, allowing the park (and County Parks) to continue successfully serving the community.

Please find attached the following:

- Draft Interlocal Agreement Between City of Spokane Parks & Recreation and Spokane County.
- Map Detailing the Park Boundaries, City Parks Property, and County Parks Parcel.

FISCAL IMPACT: The ILA formalizes what has been occurring for three decades. Therefore, little to no change is anticipated in annual maintenance & operations (M&O). If John H. Shields Park is improved as provided for within the ILA, some additional M&O costs would be anticipated TBD.


1) Director, Spokane County Parks, Recreation & Golf


2) Planning, Development & Real Estate Manager

**Legal has reviewed and approved the resolution and Legal / Risk Management have reviewed and approved the interlocal agreement*

This item will need to be codified in the Spokane County Code.