



AGENDA SHEET FOR PARK BOARD MEETING OF: February 9, 2023

Submitting Division
Parks & Recreation

Contact Person
Nick Hamad

Phone No.
509-363-5452

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Renewal Amendment Extension Other

Beginning date: 02/09/2023 Expiration date: _____ Open ended

CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Spokane County Interlocal Agreement / Make Beacon Hill Public Phase 2 Project (\$300,000 revenue)

BACKGROUND:

In 2022, Spokane County & Spokane City jointly applied for grant funding to implement the 'Make Beacon Hill Public Phase 2 project'. The City has received a preliminary notice from WA State that the requested project funding will be granted.

City Parks shall serve as the lead agency in implementing all aspects of the project, including grant administration, community outreach, design, cultural resources, permitting, purchasing construction management, and communication.

In preparing to implement this project, this interlocal agreement is for the purpose of facilitating the transfer of Spokane County's matching project funds from Spokane County to City Parks. The agreement also outlines project roles & responsibilities and future ownership of proposed project improvements.

RECOMMENDATION:

Motion to approve the interlocal agreement with Spokane County regarding the Make Beacon Hill Public Phase 2 project (\$300,000 revenue)

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

SIGNATURES:

Nick Hamad

Garrett Jones

Requester - Nick Hamad

Dept. Manager _____

Director of Parks & Recreation – Garrett Jones

Megan Dyson

James Richman

Parks Accounting – Megan Dyson

Legal Dept. – James Richman

DISTRIBUTION:

Parks: Accounting

pknowles@spokanecounty.org

Parks: Sarah Deatrich

Al Vorderbrueggen

Budget Manager:

Requester: Nick Hamad

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

Bob Anderson

Park Board President

February 9, 2023

Fiscal Impact	Budget Account
Expenditure:	
_____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
<u>\$300,000</u>	<u>1950-54920-99999-29170-48082</u>
_____	_____
_____	_____
_____	_____

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

UBI#: _____

Liability)

Spokane Park Board

Briefing Paper



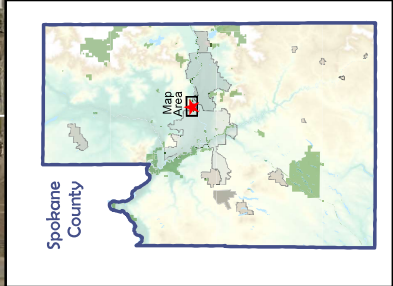
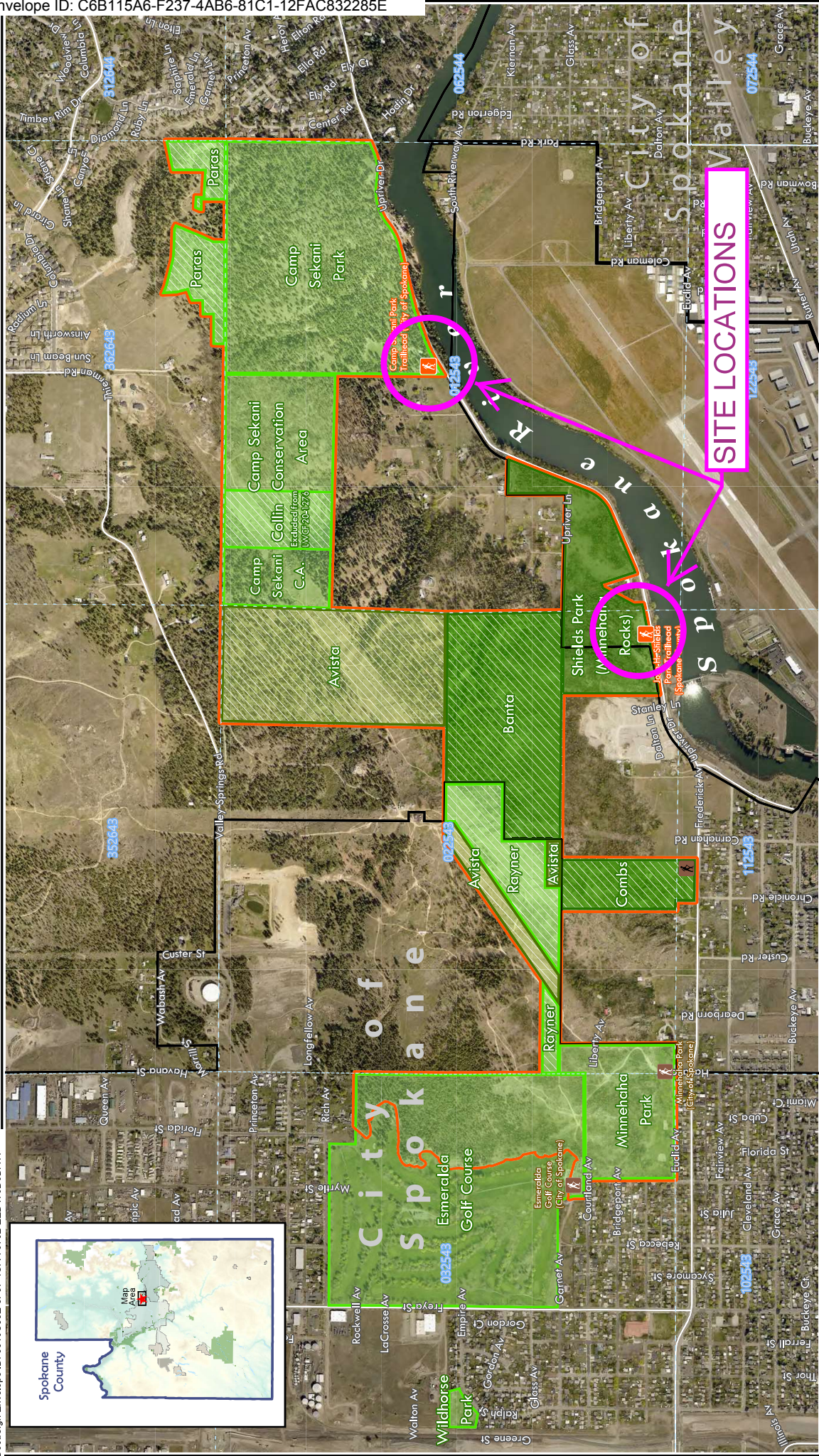
Committee	Land		
Committee meeting date	February 1, 2023		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <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 / Make Beacon Hill Public Phase 2 Project (\$300,000 revenue)		
Begin/end dates	Begins: 02/09/2023	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:			
<p>In 2022, Spokane County & Spokane City jointly applied for grant funding to implement the 'Make Beacon Hill Public Phase 2 project'. The City has received a preliminary notice from WA State that the requested project funding will be granted.</p> <p>City Parks shall serve as the lead agency in implementing all aspects of the project, including grant administration, community outreach, design, cultural resources, permitting, purchasing construction management, and communication.</p> <p>In preparing to implement this project, this interlocal agreement is for the purpose of facilitating the transfer of Spokane County's matching project funds from Spokane County to City Parks. The agreement also outlines project roles & responsibilities and future ownership of proposed project improvements.</p>			
Motion wording:			
Motion to approve the interlocal agreement with Spokane County regarding the Make Beacon Hill Public Phase 2 project (\$300,000 revenue)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company:			
Name: Mary L. Kuney		Email address: pknowles@spokanecounty.org	Phone: (509) 477-2188
Distribution:			
Parks – Accounting		Paul Knowles (pknowles@spokanecounty.org)	
Parks – Sarah Deatrich		Al Vorderbrueggen	
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
\$300,000.00		1950-54920-99999-29170-48082	
Vendor: <input 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)



Spokane County
Geographic Information Systems
Map Produced: April 2022

Make Beacon Hill Public LWCF | 22-1473 D Draft Boundary Map

- Pre-Phase 1 County Parks
- Pre-Phase 1 City Parks
- LWCF Boundary
- Municipal Boundaries
- Phase 1 Property Acquired by County Parks
- Phase 1 Property Acquired by City Parks
- Phase 1 Conservation Easement
- Phase 2 Project Sites
- Existing Trailheads
- Future Trailhead
- USGS Section Township Range



DocuSign Envelope ID: 6319C0E-0F37-4CF-A9752-EE478D6D41

NO. ~~23 - 0113~~

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
TO FACILITATE THE MAKE BEACON HILL
PUBLIC PHASE 2 PROJECT

RESOLUTION

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

WHEREAS, pursuant to the provisions of the Revised Code of Washington (“RCW”) 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board has the care of 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, the County owns 13.47 acres, Assessor’s Tax Parcel No. 35024.9036, and by Board Resolution No. 2022-0415, executed an Interlocal Agreement with the City of Spokane Parks & Recreation Department (“City Parks”) over the care and operations of 16.48 acres of adjacent City Parks ownership, collectively hereinafter referred to as “John H. Shields Park”, and located at 5625 E. Upriver Drive; and

WHEREAS, City Parks owns and manages Camp Sekani Park, including Assessor’s Tax Parcel No. 35011.9002, located at 6707 E. Upriver Drive; and

WHEREAS, the Spokane County Parks, Recreation & Golf (“County Parks”) and the City of Spokane Parks & Recreation Department (“City 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 the future preservation, maintenance, acquisitions,

and expansion of park facilities in the Beacon Hill area, including John H. Shields and Camp Sekani parks; and

WHEREAS, pursuant to the Beacon Hill Plan, County Parks and City Parks partnered and jointly successfully applied for two Washington State Recreation & Conservation Office (“RCO”) grants totaling \$1.5 million in 2020 utilizing Spokane County’s Conservation Futures Funding as matching funds to acquire and preserve 250 acres of privately owned land within Beacon Hill as “Make Beacon Hill Public”; and

WHEREAS, after successful completion of the Make Beacon Hill Public project, the Board of County Commissioners authorized, pursuant to Spokane County Resolution 2022-0506, a County Parks-City Parks joint grant application for a RCO-administered Land and Water Conservation Fund grant totaling \$1,060,000 to design, permit, construct, enhance, and expand trailhead parking facilities at John H. Shields and Camp Sekani parks, hereinafter referred to as “Make Beacon Hill Public Phase 2”, to enhance and expand access to the Beacon Hill Trail System; and

WHEREAS, as a component of said grant application, the County pledged to provide \$300,000 in matching funds (“County’s Match”) towards Make Beacon Hill Public Phase 2, which is identified in 2023 in the six-year Parks Capital Improvement Plan (“CIP”) and was approved in the 2023 Spokane County Capital Budget; and

WHEREAS, City Parks pledged \$589,000 in matching funds (“City’s Match”) and as the designated “primary” and “fiscal” sponsor for the Make Beacon Hill Public Phase 2 grant, is desirous of managing and administering the full project budget of \$2,134,000 should said grant application be awarded and funded, and therefore, the County’s Match will be transferred to City Parks to facilitate implementation of the project; and

WHEREAS, County Parks and City Parks are also desirous of formally establishing a partnership to pursue and complete Make Beacon Hill Public Phase 2 to enhance and expand trailhead parking facilities at John H. Shields and Camp Sekani parks; and,

WHEREAS, Doug Chase, Director of Spokane County Parks, Recreation & Golf, has recommended that the Board of County Commissioners approve and execute Attachment “1”, entitled “INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE PARKS & RECREATION REGARDING MAKE BEACON HILL PUBLIC PHASE 2 PROJECT”, which is attached hereto and herein incorporated by this reference.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and Chapter 39.34 RCW that:

- (1) Attachment "1" entitled "INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE PARKS & RECREATION REGARDING MAKE BEACON HILL PUBLIC PHASE 2 PROJECT", (the "Interlocal Agreement") which is attached hereto and herein incorporated by this reference, is hereby approved; and
- (2) The Chair of the Board, or a majority of the Board, acting on behalf of Spokane County, is hereby authorized to execute, at other than a public meeting, said Interlocal Agreement; and
- (3) The Chief Executive Officer of Spokane County, or his designee, or the Director of the Spokane County Parks, Recreation & Golf Department, or his designee, are authorized to negotiate and execute on behalf of Spokane County and at other than an open and public meeting, any other document(s) necessary to complete and effectuate the purpose of this Interlocal Agreement.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Spokane County, Washington, that the Board has individually reviewed and considered each and every recital set forth herein above, and to the extent necessary to support the action herein, does adopt the same

PASSED AND ADOPTED this 14th day of February, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Gianna Vasquez
Gianna Vasquez, Clerk of the Board

ABSENT

MARY L. KUNEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY
AND THE CITY OF SPOKANE PARKS & RECREATION DIVISION REGARDING MAKE
BEACON HILL PUBLIC PHASE 2 PROJECT

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into this 14th day of February, 2023, 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 "County", and CITY OF SPOKANE through its PARKS AND RECREATION DIVISION, 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, the County owns 13.47 acres, Assessor's Tax Parcel No. 35024.9036, and by Board Resolution No. 2022-0415, executed an Interlocal Agreement with City Parks over the care and operations of 16.48 acres of adjacent City Parks ownership (Tax Parcel No. 35024.0001 and the westernmost 5 acres of tax parcel no. 35013.0201), collectively managed by the County and hereinafter referred to as "John H. Shields Park", and located at 5625 E. Upriver Drive, Spokane, Washington; and

WHEREAS, the City of Spokane Park Board, pursuant to the provisions of City of Spokane Charter Article V, has the exclusive jurisdiction and control over City owned park lands and facilities located within and outside the City of Spokane; and

WHEREAS, the City owns and manages Camp Sekani Park, consisting of 240.75 acres, including Assessor's Tax Parcel Nos. 35011.9001, 35011.9002, 35012.9029, 35012.9022, 35012.9023, 36364.9129, and 36364.9133, located at 6707 E. Upriver Drive, Spokane, Washington; 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 John H. Shields and Camp Sekani parks; and

WHEREAS, pursuant to the Beacon Hill Plan, County and City Parks partnered and jointly

successfully applied for two Washington State Recreation & Conservation Office (“RCO”) grants totaling \$1.5 million in 2020 utilizing Spokane County’s Conservation Futures Funding as matching funds to acquire and preserve 250 acres of privately owned land within Beacon Hill as “Make Beacon Hill Public”; and

WHEREAS, after successful completion of the Make Beacon Hill Public project, the Board of County Commissioners & City of Spokane Park Board jointly authorized, by County Res. No. 2022-0506 and City resolution OPR 2022-0309, a County-City Parks joint grant application for an RCO-administered Land and Water Conservation Fund grant, RCO grant number 22-1473D, totaling \$1,060,000 to design, permit, construct, enhance, and expand trailhead parking facilities & associated appurtenances at John H. Shields and Camp Sekani parks, hereinafter referred to as “Make Beacon Hill Public Phase 2”, to enhance and expand access to the Beacon Hill Trail System; and

WHEREAS, as a component of said grant application, the County pledged to provide \$300,000 in matching funds (“County’s Match”) towards Make Beacon Hill Public Phase 2, which is identified in 2023 in the six-year Parks Capital Improvement Plan (“CIP”) and was approved in the 2023 Spokane County Capital Budget; and

WHEREAS, City Parks pledged \$589,000 in matching funds (“City’s Match”) and as the designated “primary” and “fiscal” sponsor for the Make Beacon Hill Public Phase 2 grant, is desirous of managing and administering the full project budget of \$2,134,000 should said grant application be awarded and funded, and therefore, the County’s Match will be transferred to City Parks to facilitate implementation of the project; and

WHEREAS, the Parties are desirous of formally establishing the partnership to pursue and complete Make Beacon Hill Public Phase 2 to enhance and expand trailhead parking facilities and associated appurtenances at John H. Shields and Camp Sekani parks.

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 facilitating the transfer and expenditure of the County’s Match to City Parks to design, permit, construct, enhance, and expand trailhead parking facilities envisioned in the Make Beacon Hill Public Phase 2 grant application submitted to the Washington State Recreation & Conservation Office in 2022.

SECTION 2: TERM

This Agreement shall terminate on December 31st, 2026, unless terminated earlier as provided for herein. The Parties may extend this Agreement as needed to complete Make Beacon Hill Public Phase 2 through mutual execution of a written amendment thereof.

SECTION 3: COUNTY’S MATCH

The County shall transfer to City Parks the County's Match of \$300,000.00 by no later than March 3rd, 2023, to be deposited by City Parks in a budget line created and reserved specifically for the Make Beacon Hill Public Phase 2 project and the improvements identified and described in RCO grant number 22-1473D. Should grant funding not be awarded, City Parks shall refund the County's Match less its share of expenses defined as "Pre-Agreement Eligible Expenses" by RCO. For the purposes of this Agreement, "share" is defined as the County's Match in proportion to the combined total match (\$889,000) being provided by the County and City Parks. The County may request at any time during this Agreement a budget expense report for the project budget.

SECTION 4: ROLES AND RESPONSIBILITIES

For the purposes of creating an efficient, streamlined project implementation, City Parks shall be the lead agency in implementing and completing all aspects of the Make Beacon Hill Public Phase 2 project, including grant administration and closeout, community outreach and engagement, A/E, permitting, cultural resources, purchasing, construction management, and communication. City Parks shall coordinate with the County on all aspects of project implementation as it pertains to John H. Shields Park. Said coordination shall include, but is not limited to planning, design, permitting, budgeting, scheduling, purchasing, coordination with project partners, and project closeout. The County shall not unreasonably deny approvals where required and / or desired.

Ownership of all improvements completed within Camp Sekani Park shall be City Parks Property. Ownership of all improvements completed within both the County owned and City Parks owned portions of John H. Shields Park shall be County Property at the time of installation and remain County property for the duration of the John H. Shields Park interlocal agreement as approved in City OPR 2022-0453 and Spokane County Resolution No. 2022-0415. Pursuant to the interlocal agreement, at the termination of said agreement, ownership of all improvements to the City Parks owned portion of Shields Park shall be transferred or deeded to City Parks

SECTION 5: 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.

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.

The Parties may mutually agree to terminate this Agreement upon completion of the Make Beacon Hill Public Phase 2 project.

SECTION 6: 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 7: 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 8: 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 9: 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 10: 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.

SECTION 11: 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 12: 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 13: 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 14: 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

With Courtesy Copy

Spokane County Prosecutor's Office
ATTN: Civil Division
1115 West Broadway Avenue
Spokane, WA 99260

For City Parks:

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

SECTION 15: 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 16: 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 17: 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 18: 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 19: 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 20: 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 21: 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 22: 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 23: 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 24: 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 25: TIME IS OF THE ESSENCE

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

SECTION 26: 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 27: 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 28: 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 29: 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 30: 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:



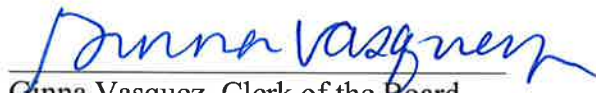
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ABSENT

MARY L. KUNEY, CHAIR

ATTEST:


JOSH KERNS, VICE-CHAIR


Ginna Vasquez, Clerk of the Board
23 - 0113


AL FRENCH, COMMISSIONER


AMBER WALDREF, COMMISSIONER


CHRIS JORDAN, COMMISSIONER

CITY PARKS:

CITY OF SPOKANE PARKS & RECREATION

Garrett Jones
GARRETT JONES, DIRECTOR

Bob Anderson
PARK BOARD PRESIDENT

ATTEST:

Approved as to form:

Jini K. Hester
Clerk

James Richman
Assistant City Attorney

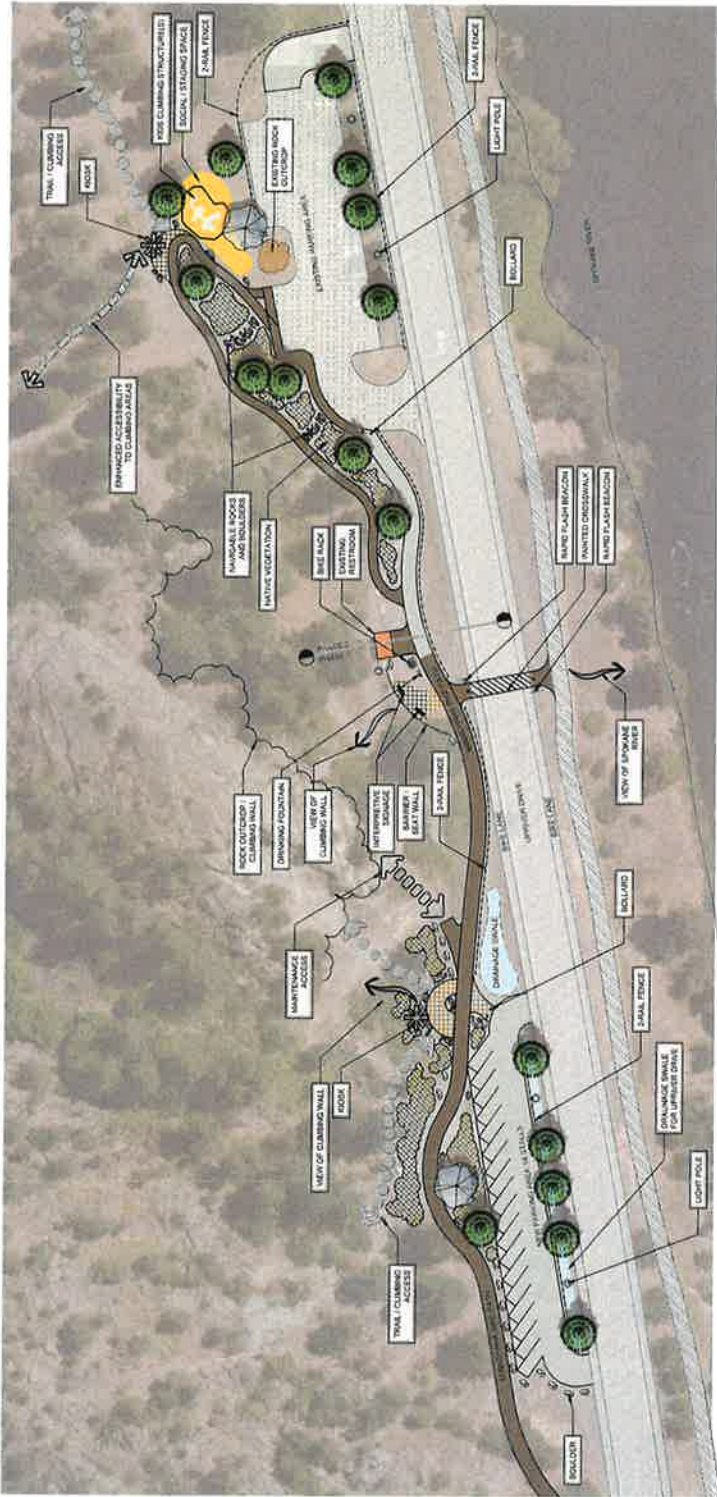




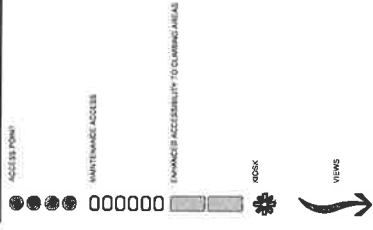
JOHN SHIELDS
PARK
MASTER PLAN
MADISON COUNTY, MISSISSIPPI
2002

CONCEPTUAL
SITE PLAN
DLT
RCS

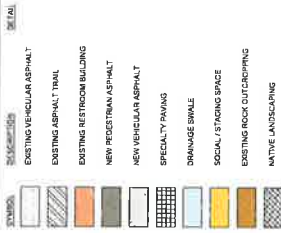
L-100
100% DESIGN DEVELOPMENT
8/27/2021



CONCEPT GRAPHICS SCHEDULE



REFERENCE NOTES SCHEDULE



Submit to Clerk of the Board with accompanying paperwork (Resolutions, Agreements, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: Parks, Recreation & Golf

CONTACT PERSON: Paul Knowles, Doug Chase, Myklynn Jacob

PHONE NUMBER: 477-2188, 477-2720,

CHECK TYPE OF MEETING BELOW: BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No.	<u>23-0113</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	_____
Public Works No.	_____
Purchasing Dept. No.	_____

AGENDA TITLE: EXECUTE AN INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE ACTING THROUGH ITS PARKS & RECREATION DIVISION AND SPOKANE COUNTY TO FACILITATE THE MAKE BEACON HILL PUBLIC PHASE 2 PROJECT.

BACKGROUND: (Attach separate sheet(s) if necessary): As authorized by Board Resolution No. 2022-0506, Spokane County Parks, Recreation & Golf ("County Parks") partnered with the City of Spokane Parks & Recreation Division ("City Parks") to jointly apply for a Washington State Recreation & Conservation Office ("RCO") grant in 2022 through the Land and Water Conservation Fund ("LWCF") category requesting \$1,060,000 and pledging \$300,000 in County matching funds to be combined with \$589,000 in City Parks pledged funds and \$185,000 in privately donated funds. If awarded grant funding, the Make Beacon Hill Public Phase 2 project would facilitate significant improvements to John H. Shields Community Park (See below for description of said County Park and attached for Conceptual Site Plan) to enhance access and security for park and Beacon Hill trail system users.

The grant application is ranked within the anticipated funding range and as such, County Parks and City Parks are desirous of formalizing a partnership through an interlocal agreement ("ILA") to facilitate the Make Beacon Hill Public project. The proposed ILA seeks to:

- Facilitate the transfer of Spokane County's pledged grant match of \$300,000 to the City of Spokane to be utilized towards the design, permitting and construction of improvements to John H. Shields Park proposed in the Make Beacon Hill Public Phase 2 RCO grant application 22-1473D.
- Establish clear roles / responsibilities for the parties (Spokane County through its Parks, Recreation & Golf Department and the City of Spokane through its Parks and Recreation Division) towards implementation of the Make Beacon Hill Public Phase 2 project. This includes establishing City Parks as the "lead agency" for the project.
- Establish indemnification and insurance requirements reviewed and approved by Spokane County Risk Manager.

It is anticipated that design and permitting would be completed in 2023 with construction taking place in 2024 pending award and release of anticipated grant funding.

About John H. Shields Park: John H Shields Park is a County-maintained 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") under the management and purview of Spokane County through an interlocal agreement executed in 2022 (See Res. No. 2022-0415). 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, which has been maintained by County Parks ever since. Park features include a paved parking lot, CXT restroom, trails, and the popular climbing area known as "Minnehaha Rocks."

Please find attached the following:

- Draft Interlocal Agreement Between City of Spokane through its Parks & Recreation Division and Spokane County.
- Conceptual Site Plan for John H. Shields Park.

FISCAL IMPACT (Amount & source of funds): The ILA facilitates the transfer of \$300,000 to the City of Spokane. This funding amount was approved in the 2023 Capital Budget and was identified in the six-year Capital Improvement Plan (“CIP”).

REQUESTED BOARD ACTION: Yes, please approve.

Staff recommends to the Board of County Commissioners approval of the proposed interlocal agreement between City of Spokane acting through its Parks & Recreation Division and Spokane County to facilitate the Make Beacon Hill Public Phase 2 project as authorized in Resolution No. 2022-0506.

This Item will need to be codified in the Spokane County Code: No

Certificate Of Completion

Envelope Id: C6B115A6F2374AB681C112FAC832285E	Status: Completed
Subject: Please Sign: OPR 2023-0236 Interlocal - Make Beacon Hill Public Phase 2 Project - signed by County	
Source Envelope:	
Document Pages: 24	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Melanie Coe
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	mcoe@spokanecity.org
	IP Address: 155.190.3.8

Record Tracking

Status: Original	Holder: Melanie Coe	Location: DocuSign
2/16/2023 10:22:46 AM	mcoe@spokanecity.org	

Signer Events

Signer Events	Signature	Timestamp
James Richman jrichman@spokanecity.org Assistant City Attorney Security Level: Email, Account Authentication (None)	<i>James Richman</i> Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.5	Sent: 2/16/2023 10:27:08 AM Viewed: 2/16/2023 10:51:25 AM Signed: 2/16/2023 10:51:38 AM

Electronic Record and Signature Disclosure:
Accepted: 2/16/2023 10:51:25 AM
ID: ec207d59-cfd3-4435-9c75-891c589159f6

Bob Anderson banderson@spokanecity.org President Park Board Security Level: Email, Account Authentication (None)	<i>Bob Anderson</i> Signature Adoption: Pre-selected Style Using IP Address: 76.146.204.226	Sent: 2/16/2023 10:51:51 AM Viewed: 2/16/2023 11:26:08 AM Signed: 2/16/2023 11:26:28 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/16/2023 11:26:08 AM
ID: ddcf0af0-d652-4d7e-9e5b-b3289ea53ea3

Garrett Jones gjones@spokanecity.org Director, Parks and Recreation City of Spokane Parks Security Level: Email, Account Authentication (None)	<i>Garrett Jones</i> Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.7	Sent: 2/16/2023 11:26:43 AM Viewed: 2/16/2023 11:27:14 AM Signed: 2/16/2023 11:27:42 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/16/2023 11:27:14 AM
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Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	<i>Terri Pfister</i> 	Sent: 2/16/2023 11:27:57 AM Viewed: 2/16/2023 3:35:56 PM Signed: 2/16/2023 3:36:09 PM
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Signature Adoption: Uploaded Signature Image
Using IP Address: 155.190.3.5

Signer Events	Signature	Timestamp
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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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Signing Complete	Security Checked	2/16/2023 3:36:09 PM
Completed	Security Checked	2/16/2023 3:36:09 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- 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

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.