

02/01/13

AGENDA SHEET FOR PARK BOARD MEETING OF: February 14, 2013Submitting Division
AdministrationContact Person
Leroy EadiePhone No.
625-6204**COMMITTEE**

- ☐ Riverfront
- ☐ Golf
- ☐ Recreation
- ☐ Land
- ☐ Urban Forestry
- ☐ North Bank Ad-Hoc
- ☒ Finance

 CLERK'S FILE
 RENEWS
 CROSS REF
 ENG
 BID
 REQUISITION

OPR 2013-0169

OPR 2013-0158

**AGENDA
WORKING:**

Approval of Revocable License and Permit with the Spokane Public Facilities District.

BACKGROUND:
(Attach additional
sheet if necessary)

A license and permit between Park Board and the Public Facilities District regarding the "Fourth Amendment to Interlocal Cooperation Agreement between the City of Spokane and Spokane Public Facilities District", Measure 1 for rehabilitation of a portion of the Centennial Trail and the riverbank adjacent to the District property.

RECOMMENDATION: Approve Revocable
License and Permit
Fiscal Impact:
 Expenditure:
 Revenue: \$
☒ Budget neutral
Budget Account
ATTACHMENTS: Include in Packets: Revocable License and Permit
 On file for Review in Office of City Clerk:
SIGNATURES:

Requester

Parks Accounting

Legal Department

Director of Parks and Recreation

DISTRIBUTION:
 Parks, Kathleen Keck
 Risk Manager, Tim Dunivant
 Parks, Craig Butz

 Parks, Leroy Eadie
 Taxes and Lic, Marlou Lewis
 Contractor: Kevin Twohig

Parks, Jacki Faught

RECEIVED

FEB 28 2013

CITY CLERK'S OFFICE
SPOKANE, WA**PARK BOARD ACTION:**

APPROVED BY

SPOKANE PARK BOARD:

 February 14, 2013
 J. Faught
 PARK BOARD

City of Spokane
Parks Department
808 W. Spokane Falls Blvd.
Spokane WA 99201
(OPR 2013-0169)

REVOCABLE LICENSE AND PERMIT

This License and Permit, is made by and between the PARK BOARD OF THE CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter referred to as "**City**", and the Spokane Public Facilities District, a Washington municipal corporation, hereinafter referred to as the "**District**", jointly referred to as "**Parties**".

WHEREAS, the District is a municipal corporation owning, operating and maintaining sports, entertainment and convention facilities together with contiguous parking facilities ("**Public Facilities**") adjacent to property owned by the City of Spokane and its Park Department;

WHEREAS, the City and the District have entered into a series of agreements that relate to the Public Facilities to include a "Fourth Amendment to Interlocal Cooperation Agreement between the City of Spokane and Spokane Public Facilities District," located at City Clerk No. OPR2003-0658 approved by the City Council on October 1, 2012, for the purpose of supporting Measure 1 that was approved on April 17, 2012, by the qualified electors of the District;

WHEREAS, Measure 1 provides for the construction of the "Spokane Center Convention Project" which includes improvement and rehabilitation of a portion of the Centennial Trail and the riverbank adjacent to the District property;

WHEREAS, the Centennial Trail, the riverbank, and the Floating Stage are located on property owned by the City of Spokane Parks Department;

WHEREAS, the riverbank and the Centennial Trail are in need of significant improvement and restoration; and

WHEREAS, the District is willing to invest District funds to improve, restore, and maintain the Centennial Trail, the riverbank and Floating Stage under the following terms and conditions; and

WHEREAS, the District is committed to providing pedestrian and bicycle public access to the Centennial Trail from Spokane Falls Boulevard; and

WHEREAS, City of Spokane Administrative Policy & Procedure # 0014-11-02 designates the area from the west end of the INB Performing Arts Center along the south bank of the Spokane River to the Division Street Bridge as the "Sculpture Walk" and the District is committed to maintaining and respecting the existing sculptures during term of this agreement.

NOW THEREFORE, in consideration of the recitals set forth above, and the terms, conditions, and covenants hereafter the Parties agree as follows:

1. **REVOCABLE PERMIT.** The City hereby grants to the District a Revocable License and Permit to use, license, occupy, improve, construct, maintain and repair the public property, as shown specifically in Exhibit "A" attached hereto ("**Permit Area**") which includes a portion of the Centennial Trail, the riverbank and Floating Stage. The use and occupancy of the Permit Area by the District shall be non-exclusive and available to the public except on those occasions when the Floating Stage is exclusively occupied through a license granted by the District.

2. **DISTRICT COVENANT.** The District, through its officers, employees, contractors and agents, agrees to use, improve, construct, maintain, and repair the Centennial Trail and the riverbank (the "**Project**", which is described on Exhibit "B"), consistent with the terms of this License and Permit. Nothing herein shall relieve the District from its obligation to secure any permits and bonds that may be required by any governmental entity prior to any work being performed in the Permit Area. Through this License and Permit the City hereby consents to and shall affix its signature to land use and development permit applications prepared by the District that are consistent with the matters described on Exhibit B. The parties agree that the District is the entity responsible for securing all necessary permits. The District will be the real party in interest in any appeals, law suits or other actions commenced against the City concerning the issuance of any permits necessary to complete the Project, and will defend and hold harmless the City and its agents in any appeal, lawsuit, or other actions concerning the issuance of such permits.

3. **CONSIDERATION.** In consideration for the terms, covenants and conditions set forth herein, the City authorizes the District to use and license the Permit Area for a period of ten years ("**Initial Term**") After the Initial Term, this license and permit shall automatically renew for annual terms, unless terminated by either the City or the District upon sixty (60) days' advance written notice.

4. **CONSTRUCTION, MAINTENANCE AND INSURANCE.**

(a) The District shall construct improvements in the Permit Area as described on Exhibit B.

(b) The District shall maintain and repair the Centennial Trail, the riverbank and the Floating Stage consistent with plans, specifications, and policies adopted by the District to the extent such policies are consistent with any preexisting obligations or

covenants related to the Centennial Trail or Floating Stage in a manner that does not create a hazard to persons or property or violate any City Ordinance or State law. The District shall not erect or place any permanent structures or other obstructions in the Permit Area that materially interfere with the public's use of the same without the prior written consent of the City.

The District shall be responsible for maintenance, repair and replacement of all improvements in the Project area.

The City represents and warrants the Floating Stage is in good condition and repair with no known foundation, structural or other faults that affect its use and enjoyment. The District is not responsible for and does not assume the obligation to repair, replace or improve the foundation and structural portion of the Floating Stage. During the term of this License and Permit, the District shall notify the City of discovered faults, failures or deficiencies that relate to the foundation or structure of the Floating Stage. In the notice, the District may advise it elects not to make the repair or improvement, whereupon the District may terminate its right to use the Floating Stage and return the same to the City without further obligation, provided the remainder of this License and Permit shall remain in full force and effect.

(c) Except as otherwise stated herein, the District, upon the repair and maintenance of the Permit area, and upon each and every occasion that the same area is improved, repaired, maintained, and/or replaced, shall restore the Permit Area to the same or enhanced condition as it was prior to any such installation or work.

(d) Except for maintenance and repair, the District shall not close the Centennial Trail without the City's prior written approval, which the City shall not unreasonably withhold.

(e) The District shall not insure any part of the Permit Area that is not under the District's temporary or permanent exclusive control and authority. It is the understanding of the Parties that the areas open for public use are made available for outdoor recreation as set forth in RCW 4.24.210.

5. **INSPECTIONS.** The City reserves the right to access and inspect the Permit Area for any reason, including, without limitation, inspection of its general condition, making or observing construction, maintenance, alteration, and/or repairs of the Centennial Trail or the riverbank.

6. **REVOCATION.** If, in sole discretion of the Park Board, or the Park Board's authorized designee, the District does not construct, repair, and/or maintain the Centennial Trail in accordance with this Permit, or otherwise fails to fulfill any of its obligations under this agreement, City ordinance, or State law, or if the Mayor otherwise determines, in his or her sole discretion, that the District's use of the Permit Area pursuant to

this agreement endangers or will endanger the public, the adjoining property or right-of-way, or utilities in the right-of-way, the City may unilaterally revoke this Permit following notice and an opportunity for a hearing.

7. **SEVERANCE**. If any portion or provision of this agreement is held invalid by a court, the validity and enforceability of the remainder of this Permit shall not be affected thereby.

8. **NOTICES**. All notices to the City shall be made to:

CITY OF SPOKANE
Parks Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

and copies to:

City Attorney
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Notices directed to Permittee shall be made to:

Kevin Twohig, Chief Executive Officer
Spokane Public Facilities District
720 W. Mallon Avenue
Spokane, WA 99201

9. **RECORDING**. This License and Permit may be recorded by either party.

10. **ENTIRE AGREEMENT/MODIFICATION**. This written Agreement constitutes the entire and complete Agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties with respect to the Permit Area and Project. No modification of this Agreement shall be effective unless in writing and duly executed by the Parties hereto.

This Agreement is entered into on this 1st day of March 2013.

CITY OF SPOKANE



Parks and Recreation Director, Leroy Eadie


Attest:



Terry Pfister, City Clerk



Approved as to form:



Assistant City Attorney

SPOKANE PUBLIC FACILITIES DISTRICT


By: _____
Kevin Twohig, Chief Executive Officer

A101

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group was divided into two subgroups: the control group and the experimental group. The experimental group was divided into two subgroups: the control group and the experimental group. The control group was divided into two subgroups: the control group and the experimental group. The experimental group was divided into two subgroups: the control group and the experimental group.

**SPOKANE
CONVENTION CENTER
EXPANSION**

BIN PACKAGE 4

INTEGRUS ARCHITECTURE
11204 Glen Road
Houston, Texas 77036
713-596-6888
LUNA ARCHITECTS
2000 West Loop West, Suite 200
Houston, Texas 77027
713-596-6888



EXHIBIT B

Construction.

The Project construction is generally described as: (a) the removal and replacement of the existing asphalt trail from Washington Street to the King Cole Bridge; (b) the repair and slurry coating of the asphalt trail from the King Cole Bridge to Division Street; (c) installation of irrigation for new plants, shrubs and trees; (d) installation of new lighting for the trail and adjacent area; (e) trimming, pruning and installation of new and existing plants, trees, grass, landscape features and materials and (f) other related fixtures, furnishings, railings, overlooks, equipment and features consistent with the surrounding area.

Plans and specifications for the Project will be developed by the Design-Build Team selected by the District to design and construct the Convention Center Completion Project. The riverbank restoration and Centennial Trail improvement plans will require approval of the City of Spokane and the Parks Board. The District shall present the final design to the Park Board for their review and approval. The Park Board shall not unreasonably withhold their approval.

The Project will be constructed substantially in accordance with the conceptual plan attached to this Exhibit B provided the plans and specifications may be amended from time to time by the District to include reasonable changes which do not have a material and adverse effect on Project.

Maintenance.

The Project maintenance will generally consist of: (a) repairing, restoring and cleaning of the asphalt trail; and (b) replacing lights and fixtures; and (c) watering, cutting grass, trimming trees and shrubs, tending flower or planting beds and removing trash or other inorganic debris from the Permit Area. The District may transfer or assign its responsibilities for maintenance.

Utilities.

The District shall make available: (1) electricity to supply power to the trail lighting and irrigation system serving the Project and (2) water as necessary to maintain in a healthful state the landscaping.

The District shall assume the costs of: (1) connecting and/or installing an irrigation system and electrical system, and (2) the cost of maintaining and repairing the irrigation, lighting, and electrical system (including fixtures and equipment) on the Project during the term of this License and Permit.

The District shall maintain the landscaping in a condition that is similar to the adjacent landscaping owned and maintained by the District.