

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (the “MOU”), for the mutual benefits provided for herein, is made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, (“Spokane County”), having offices for the principal place of business at 1116 W Broadway Ave, Spokane, Washington, 99260, and **Longball Inc. dba Spokane Indians Baseball**, a Washington for profit corporation, (“Spokane Indians Baseball”), having offices for the principal place of business at 602 North Havana Street, Spokane, Washington, 99202, hereinafter each also referred to individually as a “Party” and collectively the “Parties”.

**W I T N E S S E T H:**

**WHEREAS**, Avista Stadium, constructed in 1958, is a Minor League Baseball Stadium which is wholly owned by Spokane County and has served as the home stadium for the Spokane Indians Minor League Baseball Team from construction to the present day; and

**WHEREAS**, in 2020, Major League Baseball (“MLB”) reduced the number of Minor League Teams from 160 to 120 nationwide; and

**WHEREAS**, in 2021, MLB imposed new standards for the remaining 120 Minor League Teams that must be met for the franchises to continue to operate; and

**WHEREAS**, Minor League Stadiums must be fully improved to new MLB standards not later than March of 2025; and

**WHEREAS**, Spokane County has hired ALSC Architects (“ALSC”) to assess Avista Stadium and develop a plan to ensure compliance with recently adopted MLB standards for stadium facilities; and

**WHEREAS**, in October 2021, ALSC provided an Avista Stadium Master Plan, which is attached hereto as Exhibit “A” and herein incorporated by this reference, (the “Avista Stadium Master Plan”), which identified both desired and MLB required improvements, estimated costs, and a four (4) phase approach for implementation of these improvements to Avista Stadium at an estimated cost of approximately Twenty-Three Million United States Dollars (\$23,000,000 USD); and

**WHEREAS**, the MLB mandated improvements are estimated to represent approximately Sixteen Million Five Hundred United States Dollars (\$16,500,000 USD) of the total estimated Twenty-Three Million United States Dollars (\$23,000,000 USD), with improvements for spectator amenities making up the difference; and

**WHEREAS**, both Spokane County and Spokane Indians Baseball have collectively completed Phase 1 improvements to Avista Stadium in years 2021 and 2022 per the Avista Stadium Master Plan; and

**WHEREAS**, an additional Twenty-Two Million United States Dollars (\$22,000,000 USD) is needed to complete the remaining phases of improvements identified within the Avista Stadium Master Plan; and

**WHEREAS**, Spokane Indians Baseball, Spokane County, and ALSC continue to refine the Avista Stadium Master Plan improvements in advancing from conceptual to design, to ensure economic and operational efficiencies in compliance with MLB mandates; and

**WHEREAS**, Spokane Indians Baseball and Spokane County are supportive of completing the improvements to Avista Stadium as identified in the Avista Stadium Master Plan.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. **Purpose.** To establish mutually agreeable expectations for funding and completion of the remaining Twenty-Two Million United States Dollars (\$22,000,000 USD) of improvements to Spokane County's Avista Stadium as outlined in the Avista Stadium Master Plan.
  - a. Spokane Indians Baseball agrees to lead in the effort to raise Eight Million United States Dollars (\$8,000,000 USD) in funds towards completion of remaining capital projects to Avista Stadium. It is understood that funds will come from Spokane Indians Baseball, other private community sources and other local municipal partners, actively facilitated by Spokane Indians Baseball.
  - b. Spokane County agrees to provide matching funds for every dollar raised by Spokane Indians Baseball up to Eight Million United States Dollars (\$8,000,000 USD) towards completion of remaining capital projects to Avista Stadium.
  - c. Spokane County and Spokane Indians Baseball agree to work collaboratively with each other and other partners to solicit any remaining funds needed from Washington State, the Federal Government, and other sources as may be collectively identified and pursued.
2. **Expectations.** The mutual financial commitments outlined above, are based on the following expectations mutually understood by the Parties:
  - a. The combined funding outline in 1.a. and 1.b. above raised by Spokane Indians Baseball and matched by Spokane County shall be made available incrementally, beginning as early as February 2023, with goal of completing the remaining Avista Stadium Master Plan projects not later than March of 2025.
  - b. Projects shall be prioritized to ensure completion of MLB mandated improvements with the combined funding from Spokane Indians Baseball and Spokane County, while retaining flexibility to account for outside funding sources and criteria associated thereto.
  - c. Funds shall be provided in equal amounts and increments from both Spokane Indians Baseball and Spokane County. An escrow disbursement agreement (the "Shared Expense Agreement") shall be put in place to facilitate timing and use of these funds, including but not limited to, remitting payment under professional services contracts to be agreed upon by the Parties and related to the improvement of Avista Stadium such as design documents and soliciting bids to commence construction. Funds from both parties shall be placed into an account established and managed solely by Spokane County pursuant to the Shared Expense Agreement for purposes of completing improvements to Avista Stadium as mutually agreed upon by the Parties.



The Replacement Lease shall take effect immediately following 100% completion of MLB mandated improvements as identified in the Avista Stadium Master Plan and completion of the expanded dugout and the Legends Lookout spectator amenity improvements also included in the Avista Stadium Master Plan

3. **Preparation of Definitive Agreements.** After acceptance of business terms contained in this MOU, Spokane County will prepare the Shared Expense Agreement and begin work on the Replacement Lease.

### 3. **General Provisions.**

- a. **No Separate Legal Entity.** This MOU shall not create any separate legal entity. The only entities that shall exist pursuant to this MOU shall be Spokane County and Spokane Indians Baseball.
- b. **Mutual Hold Harmless.** Each Party to this MOU agrees to indemnify and hold harmless the other from any and all liability for any injury, damage, or claim, without limitation, suffered by any person or property caused by the party or its employee while performing under this MOU.
- c. **Separate Property.** During the course of this MOU any property, personal or otherwise, purchased solely by a Party to this MOU shall be and remain the property of that Party. Upon conclusion of this MOU, property shall remain in the respective ownership of the Party that solely procured said property. Any property, personal or otherwise, jointly purchased or procured by the Parties, and any improvements to Avista Stadium and any fixtures to real property, (ie procured with the estimated \$22,000,000 USD contemplated by Section 1 of this MOU), shall be owned solely by Spokane County.
- d. **Non-Discrimination.** During the performance of this MOU, the Parties, their employees, and agents shall not discriminate against any person on the basis of race; religion; color; sex; gender identity and expression; medical conditions related to any sensory, mental, or physical condition; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- e. **Liability.** Each Party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, and its agents. Each Party shall be responsible for its own acts, errors, and omissions, including without limitation any negligence.
- f. **Notice.** All notices or other communications given hereunder and sent or delivered to any Party at the address set forth for such below in this Section and shall be deemed given: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid; or (4) if it is delivered by email, when the recipient, by an email sent to the email address for the sender stated in this MOU or by a notice delivered by another method in accordance with this section, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this Section.

All notices, requests, approvals, consents, or other communication, which may be required by this MOU, shall be given as follows:

SPOKANE COUNTY: Spokane County  
ATTN: Director of Parks, Recreation & Golf  
1116 West Broadway Avenue  
Spokane, Washington 99260

With Courtesy Copy: Spokane County Prosecutor's Office  
ATTN: Civil Division  
1115 West Broadway Avenue  
Spokane, Washington 99260

SPOKANE INDIANS BASEBALL: Spokane Indians Baseball  
ATTN: President  
602 N. Havana  
Spokane Valley, Washington 99202

- g. **Duration.** This MOU shall be effective upon execution by the Parties and shall automatically terminate upon the successful execution of the Definitive Agreements as defined in Section d above or January 1, 2024, whichever comes first.
- h. **Amendments.** No modification or amendment to this MOU shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present MOU.
- i. **Entire Agreement.** This written MOU, together with the Exhibits attached hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. No agreement or understanding varying or extending this MOU will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the MOU not specifically amended thereby will remain in full force and effect.
- j. **Governing Law.** This MOU has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this MOU or any provisions hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.
- k. **Assignment.** No Party shall assign, transfer or delegate any or all of the responsibilities of this MOU or the benefits received hereunder without first obtaining the express written consent of the other Party.
- l. **Severability.** Should any section, or portion thereof, of this MOU be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the MOU will not otherwise be affected.

- m. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder 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 enactments, labor disputes, or other circumstances which cannot be forecast or provided against.
- n. **Counterparts.** This MOU 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.
- o. **No Third-Party Beneficiaries.** This MOU is intended for the benefit of the Spokane County and Spokane Indians Baseball and not for the benefit of any third-parties.
- p. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this MOU.
- q. **Headings.** The section headings appearing in this MOU have been inserted solely for 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.
- r. **Compliance with Laws.** The Parties shall observe all applicable local, state, and federal laws, regulations, orders, writs, injunctions, and/or decrees, to the extent that they may be applicable to the terms of this MOU.
- s. **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 MOU.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this MOU to be effective as of the date the last of the Parties sign this MOU below.

SPOKANE COUNTY:

Spokane County, a political subdivision of the State of Washington

**PASSED AND ADOPTED** this \_\_\_\_\_ day of February, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

ATTEST:

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER

SPOKANE INDIANS BASEBALL:

Longball Inc.

By: \_\_\_\_\_  
Name: Robert Brett  
Its: Chairman  
Date: \_\_\_\_\_

NO. \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING A )**  
**MEMORANDUM OF )**  
**UNDERSTANDING BETWEEN ) RESOLUTION**  
**SPOKANE COUNTY AND LONGBALL, )**  
**INC. DBA SPOKANE INDIANS )**  
**BASEBALL )**

**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**, Avista Stadium, (hereinafter “Avista Stadium”), constructed in 1958, is a Minor League Baseball Stadium which is wholly owned by Spokane County, and has served as the home stadium for the Spokane Indians Minor League Baseball Team from construction to the present day; and

**WHEREAS**, in 2020, Major League Baseball (“MLB”) reduced the number of Minor League Teams from 160 to 120 nationwide; and

**WHEREAS**, in 2021, MLB imposed new standards for the remaining 120 Minor League Teams that must be met for the franchises to continue to operate; and

**WHEREAS**, Minor League Stadiums must be fully improved to new MLB standards not later than March of 2025; and

**WHEREAS**, Spokane County hired ALSC Architects (“ALSC”) to assess Avista Stadium and develop a plan to ensure compliance with recently adopted MLB standards for stadium facilities; and

**WHEREAS**, in October 2021, ALSC provided an Avista Stadium Master Plan, herein incorporated by this reference, (the “Avista Stadium Master Plan”), which identified both desired and MLB required improvements, estimated costs, and a four (4) phase approach for implementation of these improvements to Avista Stadium at an estimated cost of approximately Twenty-Three Million United States Dollars (\$23,000,000 USD); and



**WHEREAS**, the MLB mandated improvements are estimated to represent approximately Sixteen Million Five Hundred United States Dollars (\$16,500,000 USD) of the total estimated Twenty-Three Million United States Dollars (\$23,000,000 USD), with improvements for spectator amenities making up the difference; and

**WHEREAS**, Longball, Inc. dba Spokane Indians Baseball, (“Longball”), is a Delaware based for profit corporation registered with the Secretary of State of the state of Washington and authorized to do business herein; and

**WHEREAS**, both Spokane County and Longball have collectively completed Phase 1 improvements to Avista Stadium in years 2021 and 2022 per the Avista Stadium Master Plan; and

**WHEREAS**, an additional Twenty-Two Million United States Dollars (\$22,000,000 USD) is needed to complete the remaining phases of improvements identified within the Avista Stadium Master Plan; and

**WHEREAS**, Longball, Spokane County, and ALSC continue to refine the Avista Stadium Master Plan improvements in advancing from conceptual to design, to ensure economic and operational efficiencies in compliance with MLB mandates; and

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), chapter 36.34 RCW and Spokane County Code Chapter 1.56, Spokane County and Longball Inc. executed a document entitled “BASEBALL LEASE AGREEMENT”, (the “Lease”), dated and signed February 13<sup>th</sup>, 2018, and by Spokane County under Resolution No. 2018-0146 and by Longball, Inc. on March 13, 2018; and

**WHEREAS**, the parties jointly selected ALSC to prepare construction design documents for recommended improvements to Avista Stadium under Spokane County Resolution No. 2022-0278 passed and adopted April 26, 2022; and

**WHEREAS**, on December 13, 2022, Spokane County passed Resolution No. 2022-0862 in the matter relating to the funding of Avista Stadium improvements whereby Spokane County, conditionally committed to invest up to Eight Million Dollars (\$8,000,000 USD) towards the renovations of Avista Stadium in accordance with the requirements of MLB and pre-identified spectator improvements as identified by Longball’s ownership; and

**WHEREAS**, the County’s commitment is a dollar-for-dollar match to the dollars raised by Longball, excluding state capital funds; and

**WHEREAS**, Longball and Spokane County are mutually desirous of entering into a Memorandum of Understanding (the “MOU”) pursuant to which under certain terms and conditions establish mutually agreeable expectations for a “Replacement Lease” and funding and completion of the remaining Twenty-Two Million Dollars (\$22,000,000 USD) of improvements to Spokane County’s Avista Stadium, which shall terminate on or before January 1, 2024; and

**WHEREAS**, Doug Chase, Director of Parks, Recreation & Golf, has recommended that the Board of County Commissioners execute the MOU as presented; and

**WHEREAS**, the Board of County Commissioners, having considered the MOU and the recommendation of staff, are desirous of entering into said MOU; and

**NOW, THEREFORE BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), that, at other than open and public meeting, either the Chair of the Board and/or a majority of the Board be and are hereby authorized to execute that document entitled “MEMORANDUM OF UNDERSTANDING”, which is attached hereto as Exhibit “A” and is herein incorporated by this reference, on behalf of the County, pursuant to which under certain terms and conditions Spokane County and Longball establish mutually agreeable expectations for a “Replacement Lease” and funding the completion of the remaining Twenty-Two Million Dollars (\$22,000,000 USD) of improvements to Spokane County’s Avista Stadium, which shall terminate on or before January 1, 2024.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of February, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

ATTEST:

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
Ginna Vacquez  
Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

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CHRIS JORDAN, COMMISSIONER