



## **Spokane Park Board Agenda**

3:30 p.m. Thursday, March 10, 2022  
WebEx virtual meeting  
Call in: 408-418-9388  
Access code: 2487 670 3520

### **Park Board members**

Jennifer Ogden – President  
Bob Anderson – Vice president  
Garrett Jones – Secretary  
Nick Sumner  
Greta Gilman  
Sally Lodato  
Gerry Sperling  
Barb Richey  
Hannah Kitz  
Kevin Brownlee  
Jonathan Bingle – City Council liaison

## **Agenda**

1. **Roll call:** Jennifer Ogden
2. **Additions or deletions to the agenda**
3. **Public comment**
4. **Consent agenda**
  - A. Administrative and committee-level items
    - 1) [Feb. 10, 2022, regular Park Board meeting minutes](#)
    - 2) [Claims – February 2022 \(\\$2,206,107.05\)](#)
    - 3) [SBO for additional \\$132,895 expenditure authority for Fund 1400 related to SEEK Fund](#)
    - 4) [SBO for transfer of \\$1.3 million from Fund 1400 to Fund 1950](#)
    - 5) [Association of Washington Cities SEEK Fund contract](#)
5. **Special guests**
6. **[Financial report and budget update:](#)** Mark Buening
7. **Special discussion/action items**
  - A. [Park Board committee assignments – Jennifer Ogden](#)
8. **Committee reports – action items**

**Urban Forestry Tree Committee:** March 1, 2022 – Jennifer Ogden

A. Action items: None

**Golf Committee:** March 8, 2022 – Gerry Sperling

A. Action items: None

**Land Committee:** (The March 2 meeting was canceled.) – Greta Gilman

A. Action items: None

**Recreation Committee:** (The March 2 meeting was canceled.) – Sally Lodato

A. Action items: None

**Riverfront Park Committee:** March 7, 2022 – Nick Sumner

A. [Coffman Engineers amendment #2/Expo Butterfly \(\\$28,000, no tax\)](#) – Berry Ellison

**Finance Committee:** March 8, 2022 – Bob Anderson

A. Action items: Recommendations presented under consent agenda.

**Development & Volunteer Committee** – Bob Anderson

A. Action items: None

9. **Reports**

A. President: Jennifer Ogden

B. Liaisons:

1. Conservation Futures – Greta Gilman
2. Parks Foundation – Barb Richey
3. City Council – Jonathan Bingle

C. Director: Garrett Jones

10. **Executive session**

A. None

11. **Correspondence**

A. Letters/emails: None

12. **Adjournment**

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. April 5, 2022, via WebEx

Land Committee: 3:30 p.m. April 6, 2022, via WebEx

Recreation Committee: 5:15 p.m. April 6, 2022, via WebEx

Riverfront Park Committee: 4 p.m. April 11, 2022, via WebEx

Golf Committee: 8 a.m. April 12, 2022, via WebEx

Finance Committee: 3 p.m. April 12, 2022, via WebEx

Development & Volunteer Committee: 3 p.m. March 17, 2022, via WebEx

B. Park Board: 3:30 p.m. April 14, 2022, via WebEx

C. Joint City Council/Park Board Study Session: 11 a.m. April 28, 2022, via WebEx

Agenda is subject to change

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or [erahrclerks@spokanecity.org](mailto:erahrclerks@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



## Spokane Park Board

3:30 p.m. Thursday, Feb. 10, 2022

WebEx virtual meeting

### Park Board Members

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- X Sally Lodato
- Gerry Sperling (Absent/excused)
- X Barb Richey
- X Hannah Kitz
- X Kevin Brownlee
- X Jonathan Bingle – City Council liaison  
(Arrived: 3:39 p.m.; Left: 4:30 p.m.)

### Parks Staff

- Jason Conley
- Mark Buening
- Fianna Dickson
- Nick Hamad
- Al Vorderbrueggen
- Jennifer Papich
- Mark Poirier
- Jonathan Moog
- Berry Ellison
- Josh Morrissey
- Regan Farmer
- Pamela Clarke

### Guests

- Owen Esperas
- Chris Wright
- Kate Green
- Terri Fortner
- James Richman
- Kelly Brown
- Nicolette Ocheltree

## MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** Jennifer Ogden  
A. See above
2. **Additions or deletions to the agenda**  
A. None
3. **Public comment**  
A. None
4. **Consent agenda**  
A. Administrative and committee-level items
  - 1) Jan. 13, 2022, regular Park Board meeting minutes
  - 2) Claims – January 2022 (\$1,802,665.39)
  - 3) Dutch Jakes Park utility communications system easement (\$10,000, revenue)
  - 4) TD&H Engineering amendment #2/Don Kardong Bridge rehabilitation design project (not to exceed \$21,364)
  - 5) Vietzke Excavating Company change order #1/Corbin Art Center emergency sewer replacement (\$35,804.84, plus tax)
  - 6) KPFF Consulting Engineers contract/Riverfront Park south suspension bridge design and engineering project (not to exceed \$57,850)
  - 7) Turf and chemical value blanket (not to exceed \$225,000)

Greta Gilman agreed to a request to remove consent agenda item #5 - Vietzke Excavating Company change order #1 and place it under the Land Committee report as a regular action to allow for additional information to be presented.

**Motion No. 1:** Jennifer Ogden moved to approve consent agenda items #1 - #4, #6 and #7, as

presented.

Bob Anderson seconded.

Motion passed with unanimous consent (8-0 vote).

5. **Special guests**

A. Spokane Youth and Senior Centers' Association quarterly update – Owen Esperas, Mid-City Concerns/Meals on Wheels executive director, presented a recap of the activities, fundraising accomplishments and participation hours at Spokane's 10 youth, senior and community centers.

*Councilmember Bingle arrives at 3:39 p.m.*

6. **Financial report and budget update** – Mark Buening reported there is no financial report this month since the yearend closeout figures are not available at this time. This is standard each year for February. There will be a double report next month which will include the end-of-year 2021 financial report and the monthly report.

7. **Special discussion/action items**

A. 2022 Park Board officers/Nomination Ad Hoc Committee recommendation – Committee Chair Bob Anderson presented the proposed 2022 Park Board slate of officers recommended by the Nomination Ad Hoc Committee. The committee recommended appointing Jennifer Ogden as president, Bob Anderson as vice president and Garrett Jones as secretary.

**Motion No. 2:** Bob Anderson moved to accept the 2022 slate of officers as recommended by the Nomination Ad Hoc Committee.

Hannah Kitz seconded.

Motion passed with unanimous consent (9-0 vote).

B. Marketing update – Fianna Dickson presented 2021 marketing highlights and plans for 2022. Marketing efforts from 2021 include print and digital advertising, direct mail, earned media, social media, website engagement, digital marketing, collateral materials, sponsorships and partnerships, and television and streaming advertisements. The presentation also included an overview of the strategies and themes for 2022.

8. **Committee reports**

**Urban Forestry Tree Committee:** Feb. 1, 2022, Jennifer Ogden

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. March 1, 2022, via WebEx.

**Golf Committee:** Feb. 8, 2022, Bob Anderson

A. Action items: The recommendation was presented as a consent agenda item.

B. The next scheduled meeting is 8 a.m. March 8, 2022, via WebEx.

**Land Committee:** Feb. 2, 2022, Greta Gilman

A. MTLA design services contract/Liberty Park playground (\$55,955, no tax)

– Berry Ellison presented an overview of the design services contract with MTLA for work on the Liberty Park playground project in the amount of \$55,966, no tax. This playground project is part of the Parks capital improvement plan and 2019 Liberty Park Master Plan. He explained the playground improvements compliment the new Liberty Park Library. The playground will be more than 4,000 square feet. The contract includes play equipment for ages 2-12 years,

lighting and electrical, earthworks, landscape and irrigation, concrete flat work and other incidental improvements. The design team will offer concept drawings for additional value-added improvements, such as restroom renovation/replacement and pavilion upgrades. The construction budget is targeted at \$500,000. Berry noted that since the contract was presented and approved at the Feb. 2 Land Committee meeting, the architecture scope was refined which resulted in an increase from \$50,675 to \$55,955 for the design services contract.

**Motion No. 3:** Greta Gilman moved to approve the design services contract with MTLA for work on the Liberty Park playground project in the amount of \$55,955, no tax.

Hannah Kitz seconded.

Motion passed with unanimous consent (9-0 vote).

B. Vietzke Excavating Company change order #1/Corbin Art Center emergency sewer replacement (\$35,804.84, plus tax) – Nick Hamad presented a brief overview of change order #1 with Vietzke Excavating for work on the Corbin Art Center emergency sewer replacement in the amount of \$35,804.84, plus tax. Change order #1 adds costs associated with rock excavation and repair sewer utilities discovered during construction. All costs added were unknown at the time of initial contracting and include: 1) repair of a sewer manhole; 2) additional 8" pipe encountered during construction; and 3) addition of 11 days of rock excavation per daily price quoted in initial contract. Due to a typographical error on the briefing paper presented to the Land Committee at its Feb. 2, the committee passed a recommendation for a contract in the amount of \$50,675. The correction has since been made and the Park Board is asked to approve change order #1 in the amount of \$35,804.84, plus tax.

**Motion No. 4:** Greta Gilman moved to approve change order #1 with Vietzke Excavating Company for work on the Corbin Art Center emergency sewer replacement project in the amount of \$35,804.84, plus tax.

Kevin Brownlee seconded.

Motion passed with unanimous consent (9-0 vote).

C. The next scheduled meeting is 3:30 p.m. March 2, 2022, via WebEx.

**Recreation Committee:** Feb. 2, 2022, Sally Lodato

A. Action items: None

B. 2019-2021 Recreation summary report and winter report – Jennifer Papich presented the summary and winter reports.

C. The next scheduled meeting is 5:15 p.m. March 2, 2022, via WebEx.

**Riverfront Park Committee:** Feb. 7, 2022, Nick Sumner

A. Action items: The recommendation was presented as a consent agenda item.

B. Friends of Riverfront Park (FRFP) and King Cole Commemoration Project (KCCP) update – Chris Wright reported the FRFP articles of incorporation have been submitted to the state of Washington. FRFP is expected to be identified as a non-profit corporation in the coming weeks. The FRFP directors are planning to meet for their first meeting the first part of March when officers will be elected. The group is expected to sign a pass-through fund agreement with Innovia Foundation allowing a process for accepting KCCP donations.

C. The next scheduled meeting is 4 p.m. March 7, 2022, via WebEx.

**Finance Committee:** Feb. 8, 2022, Bob Anderson

A. Spokane School District 81 memorandum of understanding/Official dog park – Garrett Jones presented an overview of the proposed MOU with the school district which outlines roles and responsibilities regarding future dog parks. The MOU also addresses the need to identify and improve one specific location as an Official Dog Park in the general vicinity of the land previously used as an unofficial dog park on Spokane's South Hill. As a part of the previously approved Inter-local Cooperation Agreement between SPS, the city, Spokane Public Library, and Spokane Parks and Recreation and associated post closing memo, the city and school district agreed to work together to determine the replacement location for the unofficial dog park displaced by the school district's construction of a new elementary school on the South Hill. Recognizing the need to both replace the unofficial dog park, and plan dog parks and off-leash areas citywide, Spokane Parks and SPS have determined need to enter an MOU.

*Councilmember Bingle leaves meeting at 4:30 p.m.*

**Motion No. 5:** Bob Anderson moved to approve to the MOU with School District 81 relating to future dog parks and specifically the Official Dog Park.

Barb Richey seconded.

Motion passed with unanimous consent (8-0 vote).

B. The next regularly scheduled meeting is 3 p.m. March 8, 2022, via WebEx.

**Development & Volunteer Committee – Bob Anderson**

A. No action items

B. The next scheduled meeting is 3 p.m. March 17, 2022, via WebEx.

**9. Reports**

A. President: Jennifer Ogden

1. Task force group – Ms. Ogden is forming a working group to review City Charter and the Spokane Municipal Code language relating to the Park Board.
2. Committee assignments – Ms. Ogden is conferring with board members regarding the 2022 Park Board committee assignments which are expected to be finalized at the March 10 Park Board meeting.

B. Liaisons

1. Conservation Futures – Greta Gilman noted there is nothing to report.
2. Parks Foundation – Barb Richey reported the foundation increased its grant budget from \$32,000 to \$50,000 for 2022.
3. City Council – Councilmember Bingle needing to leave the meeting early, His legislative assistant Nicolette Ocheltree reported the councilmember has been supporting many of Parks' requests for the American Rescue Plan Act (ARPA) funding.

C. Director: Garrett Jones

1. Appreciation to City Council – Garrett thanked council for their support and providing \$1.45 million to repair the Don Kardong Bridge.
2. University District – He thanked them for their partnership and the \$70,000 they provided for restoring the Don Kardong Bridge.
3. Appreciation to Kate Green, North East Youth Center executive director – Garrett thanked Kate for her 16 years' of dedication to the center and community. He wished her luck in her new endeavors. Kate recently announced her retirement from the center.

10. **Executive session**
  - A. None
11. **Correspondence**
  - A. Letters/email: None
12. **Adjournment:** The meeting was adjourned at 4:56 p.m.
13. **Meeting dates**
  - A. Committee meeting dates
    - Urban Forestry Tree Committee: 4:15 p.m. March 1, 2022, via WebEx
    - Land Committee: 3:30 p.m. March 2, 2022, via WebEx
    - Recreation Committee: 5:15 p.m. March 2, 2022, via WebEx
    - Riverfront Park Committee: 4 p.m. March 7, 2022, 2021, via WebEx
    - Golf Committee: 8 a.m. March 8, 2022, via WebEx
    - Finance Committee: 3 p.m. March 8, 2022, via WebEx
    - Development & Volunteer Committee: 3 p.m. March 17, 2022, via WebEx.
  - B. Park Board: 3:30 p.m. March 10, 2022, via WebEx
  - C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: Garrett Jones  
Garrett Jones, Director of Parks and Recreation



**CITY OF SPOKANE PARK AND RECREATION DIVISION  
FEBRUARY 2022 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - MARCH 10, 2022**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	737,376.94
MAINTENANCE & OPERATIONS	\$	695,523.17
CAPITAL OUTLAY	\$	105,511.79
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	146,522.19

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	98,483.67
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**GOLF:**

SALARIES & WAGES	\$	321,929.99
MAINTENANCE & OPERATIONS	\$	100,759.30
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>2,206,107.05</b>

NOTE: PERIOD 13 & PERIOD 1 - THE BOND VARIES FROM FMS DUE TO TIMING DIFFERENCE  
TO WARRANT REPORT.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee		
<b>Committee meeting date</b>	March 8, 2022		
<b>Requester</b>	Mark Buening	<b>Phone number:</b> 625-6544	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	SBO for additional \$132,895 expenditure authority for Fund 1400 related to SEEK Fund		
<b>Begin/end dates</b>	Begins: 03/10/2022	Ends: 12/31/2022	<input type="checkbox"/> Open ended
<b>Background/history:</b> This is a Service Subcontractor agreement between the Association of Washington Cities and the City of Spokane Parks and Recreation. The Summer Experiences & Enrichment for Kids Fund (SEEK Fund) is a program of the Washington Office of Superintendent of Public Instruction which provides evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21 years). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students. AWC shall reimburse Parks an amount not to exceed \$132,895 for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application			
<b>Motion wording:</b> Approval to transmit to the City Council the SBO for additional \$132,895 expenditure authority for Fund 1400 related to SEEK Fund			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane City Council Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting    Jpapich@spokanecity.org Parks – Pamela Clarke    jkconley@spokanecity.org Requester: Mark Buening Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$132,895    Budget code: _____ \$132,895    From: 1400-99999-99999-99999 \$132,895    To: 1400-30210-76100-59951-99999			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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)			

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Park Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park Fund, and the budget annexed thereto with reference to the Park Fund, the following changes be made:

- 1) Increase revenue by \$132,895.
  - A) Of the increased revenue, \$132,895 is provided solely for an Association of Washington Cities (AWC) reimbursable grant in the Parks and Recreation department.
- 2) Increase appropriation by \$132,895.
  - B) Of the increased appropriation, \$132,895 is provided solely for Summer Experiences & Enrichment for Kids (SEEK) expenses in the Parks and Recreation department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from accepting the AWC's SEEK reimbursable grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee		
<b>Committee meeting date</b>	March 8, 2022		
<b>Requester</b>	Mark Buening	<b>Phone number:</b> 625-6544	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	SBO to appropriate \$1.3 million in Fund 1400 for transfer to Fund 1950; and provide an additional \$1.3 million appropriation in Fund 1950 for Parks Capital Improvement Program and capital reserves.		
<b>Begin/end dates</b>	Begins: 03/10/2022	Ends: 12/31/2022	<input type="checkbox"/> Open ended
<b>Background/history:</b> Traditionally, the Parks capital improvement program has been budgeted in Fund 1400 - Park & Recreation Fund. This mixing of capital and operating budgets has resulted in expenditure volatility and difficulties in forecasting financial position. Fund 1950 - Park Cumulative Reserve Fund was established as a recipient for capital expenditures and funds reserved for capital repair and replacement. Parks management wishes to migrate the Parks CIP program to Fund 1950 to reduce the impacts of large capital expenditures on the Park Fund. The purpose of this SBO is to transfer 1400 fund balance to Fund 1950 providing resources for the Parks CIP Program, and provide reserves for capital repair and replacement.			
<b>Motion wording:</b> Approval to transmit to the City Council the SBO appropriating 1400 reserves to allow transfer to Fund 1950 for implementation of Parks capital improvement program.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane City Council Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Mark Buening Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$1,300,000    Budget code: 1400-30210-97118-80101 \$1,300,000    1950-54920-94000-56301			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Park Fund and the Cumulative Reserve Fund, Park Department, Capital Purposes Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park Fund, and the budget annexed thereto with reference to the Park Fund, the following changes be made:

- 1) Increase appropriation by \$1,300,000.
- A) Of the increased appropriation, \$1,300,000 is provided solely for an operating transfer out in the Parks and Recreation department to the Park Cumulative Reserve department.

Section 2. That in the budget of the Cumulative Reserves Fund, Park Department, Capital Purposes Fund, and the budget annexed thereto with reference to the Cumulative Reserves Fund, Park Department, Capital Purposes Fund, the following changes be made:

- 2) Increase revenue by \$1,300,000.
- B) Of the increased revenue, \$1,300,000 is provided solely as an operating transfer in from the Parks and Recreation department to the Park Cumulative Reserve department.
- 3) Increase appropriation by \$1,300,000.
- C) Of the increased appropriation, \$1,300,000 is provided solely for other improvements in the Park Cumulative Reserve department.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from using Park Fund unappropriated reserves to fund Park capital improvements, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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Effective Date

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee		
<b>Committee meeting date</b>	March 8, 2022		
<b>Requester</b>	Jennifer Papich	<b>Phone number:</b>	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Association of Washington Cities SEEK Fund contract		
<b>Begin/end dates</b>	Begins: 04/15/2022	Ends: 11/15/2022	<input type="checkbox"/> Open ended
<b>Background/history:</b> This is a service subcontractor agreement between Association of Washington Cities, and the City of Spokane Parks and Recreation through Summer Experiences & Enrichment for Kids Fund (SEEK Fund). This program of the Washington Office of Superintendent of Public Instruction provides evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21 years). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students. AWC shall reimburse Parks an amount not to exceed \$132,895 for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK application for the following Summer 2022 programs: Youth Summer Recreation Access for All, Riverfront Explore - An Outdoor Learning Experience and Spokane Community Outdoor Recreation Experience.			
<b>Motion wording:</b> Approve the Association of Washington Cities SEEK Fund contract			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$132,895    Budget code: 1400-30210-76100-59951			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

SEEK Funding Opportunity Subcontractor Funding Agreement

**Association of Washington Cities  
Service Subcontract (“Subcontract”) with**

**City of Spokane Parks and Recreation**  
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)  
A program of the Washington Office of Superintendent of Public Instruction  
(OSPI)

**For**

<b>Jurisdiction Name</b>	City of Spokane Parks and Recreation
<b>Program Description</b>	<ol style="list-style-type: none"><li>1. Youth Summer Recreation Access for All</li><li>2. Riverfront Explore - An Outdoor Learning Experience</li><li>3. Spokane Community Outdoor Recreation Experience (SCORE)</li></ol>

**Start date:** April 15, 2022

**End date:** November 15, 2022



# FACE SHEET

Subcontract Number: 22-52

## Association of Washington Cities (AWC)

### Summer Experiences & Enrichment for Kids (SEEK) Fund

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

<b>1. Subcontractor</b>		<b>2. Subcontractor Doing Business As (optional)</b>	
<b>3. Subcontractor Representative</b>		<b>4. AWC Representative</b>  Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org  1076 Franklin Street SE Olympia, WA 98501	
<b>5. Subcontract Amount</b> \$132895	<b>6. Start Date</b> April 15, 2022	<b>7. End Date</b> November 15, 2022	<b>8. Tax ID #</b>
<b>9. Subcontract Purpose</b> Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
<b>FOR SUBCONTRACTOR</b>  _____  _____  Date		<b>FOR Association of Washington Cities</b>  _____  _____  Date	

Last revision 11/23/2021

# SEEK Funding Opportunity Subcontractor Funding Agreement

## 1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

## 2. **PAYMENT**

AWC shall pay an amount not to exceed **\$132895** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

## 3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-52**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

### **Duplication of Billed Costs**

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

### **Disallowed Costs**

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## SEEK Funding Opportunity Subcontractor Funding Agreement

### Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

#### **4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS**

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

#### **5. AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

#### **6. INSURANCE**

**a. Workers' Compensation Coverage.** The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

## SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

**b. Automobile Insurance.** In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**c. Business Automobile Insurance.** In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

**d. Public Liability Insurance (General Liability).** The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

**e. Local Governments that Participate in a Self-Insurance Program.**

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- f. **Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. **Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. **General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

### 7. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

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### SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

## SEEK Funding Opportunity Subcontractor Funding Agreement

Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.



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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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**28. Registration with Department of Revenue.** The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

**29. Records Maintenance.** The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**30. Right of Inspection.** The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

**31. Severability.** The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**32. Subcontracting.** Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

**33. Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

## SEEK Funding Opportunity Subcontractor Funding Agreement

- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
  - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

**38. Termination Procedure.** Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

## SEEK Funding Opportunity Subcontractor Funding Agreement

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

**39. Treatment of Assets.** Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

**40. Waiver.** A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

## SEEK Funding Opportunity Subcontractor Funding Agreement

this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

## SEEK Application & Scope of Work

***Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application***

### **Youth Summer Recreation Access for All**

Spokane Parks and Recreation Department (SPRD) is requesting \$68,701 in SEEK funding to develop a robust Youth Summer Recreation Access for All effort. Our goal is to remove the cost barrier to participate in our Summer Recreation Programs. Removing this barrier eliminates the stress of searching for something safe, affordable, and enriching for children do to during the summer months while their care givers need to be at work. This also unlocks access to a multitude of Summer Youth Recreation opportunities and experiences for the historically underserved. Spokane Parks and Recreation Summer Programs are offered June 6 - August 26, 2022. If awarded SEEK funds they will be utilized to: provide ample scholarship opportunities for all summer programs, pay for a certified medical employee to expand summer services to those with disabilities and allow for the purchasing of minor but needed equipment to increase safety and overall camp experience without impacting camp registration fees. \$59,923 in scholarship funding will provide full scholarships for all Summer programs to 320 underserved Spokane area youth who would not normally have access to our programs due to financial barriers. We would intentionally reserve 5-10 spots at each camp all summer long for these scholarship recipients. Spokane Parks and Recreation (SPRD) offers nine (9) different categories of summer youth experiences spanning the length of summer, both full day and half day options; Art, Outdoor, Therapeutic, Adaptive, Sport, Horseback riding, Survival, Disc Golf and General Summer Camps, all for ages 5-18yrs. The unique summer experiences are done inhouse and through contracted, trained expert professional partners. Depending on the program, participating youth will spend between 5 - 35 hours per week outdoors. Each program will track and record hours per day and per week each camper experiences the outdoors, engaging in physical activity and engaging socially with their peers. \$5,478 is being requested in supplies to enhance our campers' experience by providing access to 20 BMX full face protection helmets, 2 portable Gaga Ball pits, and field trip entry fees. \$3,300 is being requested in professional services for our Therapeutic Recreation summer day camp to provide them the ability to hire a seasonal Certified Nursing Assistant to expand the population of youth that would be able to attend camp by having a trained, certified medical staff person to aid with camper self-care and toileting. SPRD Summer programs are intended to get youth outside; promoting physical activity, socialization, and the rewarding experience of trying new things in a safe, fun and positive atmosphere. Outdoor Camps strive to provide youth and teens with new outdoor experiences and education while building self-confidence, self-respect and a sense of responsibility for themselves, the community and the environment. Art Camps expose campers to variety of art medium related to themes such as; fine arts, science nature, history, theatre, adventure and fantasy. The art camps are located in Edwidge Woldson park, allowing campers to take walks, play, and explore nature. General and Specialty Camps expose youth to a variety of physical activities, both traditional and unique, from BMX biking and skate boarding to soccer and flag football and everything in between. Specialty Camps such as Disc Golf, Horseback Riding and Survival expose campers to recreational activities they would not normally be expose to, expanding their interests and benefiting their physical and mental wellbeing.

### **Riverfront Explore - An Outdoor Learning Experience**



Riverfront Spokane will develop and launch an outdoor education and recreation field trip program providing up to eight field trip experiences to school-age children during the 2022 summer months. Riverfront will work with education professionals and the Spokane Tribe of Indians to develop engaging lessons that will guide children on a fun-filled day of active learning that can only be experienced in Spokane's historic and newly renovated Riverfront Park. This program will provide a no-cost, field trip experience to school-age children registered in area summer day-programs and for children living in a Spokane residential facility or transitional housing. The field trip experience will include: Transportation to and from Riverfront Park, a five-hour field trip experience packed with engaging activities designed by certified teachers and cultural leaders. Activities will be designed with intentional time for social connection through outdoor play experiences, materials for hands-on explorative and creative activities, complimentary ride on the historic Loeff Carrousel, and Complimentary lunch (where applicable). Children will engage in hands-on activities that encourage exploration, movement, and social connection. The day will be filled with active learning experiences in the areas of science, history, art, culture, environmental sustainability, and fun! Children will engage in a full day of active, educational, social activities. The day's itinerary will include the following: Interactive lessons focused on the story of the Ice Age Floods. Children will explore the history of the Missoula floods and the events that created many geologic features of the Spokane and surrounding region through guided activities provided by educators who specialize in outdoor learning. Children will explore: sediment experiments at the interactive sand and water station, life size fossil dig simulations, a guided reenactment of the ice melt and floods at the Ice Age Floods splash pad, connections between the Missoula floods story and land features surrounding the Spokane River. Guided historic and interactive tour of Riverfront Park developed by educators, historians, and cultural leaders. Students will explore: the ancestral nature and cultural significance of the land surrounding the Spokane River and create Salish-inspired original artwork to take home, engage in quick-lessons designed to experience the park through the lens of early industry (logging, railroad/westward migration) integrated in a game-like trivia activity that will be implemented throughout the tour, iconic and active artwork including the Garbage Goat and Red Wagon Slide and become live art through a game of Sculpture Tag, the U.S Pavilion through the prediction game and learn about the World's Fair and its significance to Spokane's history. Create garbage art through the lens of Expo's Environmental theme the beauty and mastery of the historic Loeff Carrousel with a complimentary ride. Riverfront is the perfect backdrop for lessons and activities that are active, meaningful and social. Science lessons will take place at Riverfront Park's new 40,000 square foot Ice Age Floods Playground where participants will be encouraged to climb, slide, splash, and dig. Lessons will be developed through a catch and release philosophy. Students will be captured with tangible concepts then released to actively explore and/or experience the lesson through interactive play. History, art, and culture will be explored through visual and physical examples. Participants will engage with materials and guided opportunities to be creative and connect to cultural concepts. Games will be strategically scheduled in open spaces where teamwork and interaction are center. Children will be encouraged to take a slide down the Childhood Express, Riverfront's Red Wagon Sculpture. They will be invited to run in the open spaces of the U.S. Pavilion, experience the majesty of the Spokane River Falls, and pick a favorite horse on the Loeff Carrousel. Connection to community, place and peers is the goal of the day. This program will enhance access for historically under-served youth through intentional partnerships. Riverfront will work with established programs that provide summer day-camp opportunities. The children who participate in these targeted summer programs, historically live in surrounding neighborhoods with high populations of low-income families. Many of these children would not otherwise experience activities at Riverfront Park due to transportation and/or financial barriers. Riverfront will also partner with an established organization that provides transitional housing, offering an exclusive registration opportunity including transportation. Additionally, Riverfront will provide this inclusive activity to children living at the Hutton Settlement, a children's residential

facility. Riverfront's goal is to develop place-based activities that connect kids to their community. This program will remove barriers for those who would not otherwise have access due to lack of monetary funds, transportation and time; all of which can be challenging to access for low-income households, single-parents, working families and those who live in transitional housing. This program will provide a unique opportunity for these children to travel to the park and experience engaging activities with educated professionals at no cost. Through intentional partnerships with organizations that provide summer childcare, Riverfront will create paths for under-served populations. The SEEK Fund would provide Riverfront the resources needed to develop an educational program that both aligns with state standards in academics and is rich in culture. New programs require time and resources; there are many entities associated with Riverfront programming that hold stake in which projects receive both. Receiving funds through WRPA to develop this program would not only provide resources but would also legitimize the value and importance of educational programs for youth. A youth program that is equal parts engagement and fun, will create early and lifelong connections to Riverfront. Creating these early connections are an investment in Spokane's youth and the future of our Park's Department as a whole; this is the perfect opportunity to put this philosophy into action. A successful summer pilot will illustrate the value of these connections and experiences, likely resulting in future budgets for the program. Riverfront will seek partnership with the following organizations who provide youth day-camps and services to under-served and/or economically disadvantaged youth populations: Boys and Girls Club, Northtown West Central Community Center, Youth Development Programs, Northeast Youth Center, Summer Day Camp Program, Martin Luther King Community Center, Southwest Community Center, Catholic Charities, Transitional Housing Programs, Hutton Settlement, Residential Home for Children. Organization group leaders will travel on buses with participants and be onsite for the duration of the activity however, Riverfront staff will lead activities and supervise youth participants at all times during their park experience. The proposed project will be provided at no-cost to participants and funded entirely through the SEEK Fund. Field trip activity will be entirely outdoors and last for a duration of five (5) hours. Each field trip will be one day beginning at 9:30am and concluding at 2:30pm. This will be a total of five hours engaging in outdoor activities. Riverfront will provide up to eight field trip opportunities during the 2022 summer season. Proposed dates: July 12, 14, 19, 21, 26, 28 August 2, 4. Anticipated total youth served: 400

### **Spokane Community Outdoor Recreation Experience (SCORE)**

The City of Spokane's Outdoor Program's mission is to enhance community health and well-being, provide outdoor recreation knowledge and leadership skills, as well as enhance environmental stewardship through experiential, outdoor opportunities. Spokane's Community Outdoor Recreation Experience (SCORE) will provide Spokane's four Community Centers: North East Youth Center, West Central Community Center, Martin Luther King Center and the Southwest Spokane Community Center summer outdoor recreation opportunities for youth and teen ages 8-18 yrs. that attend their summer programs. The Spokane Communities Outdoor Recreation Experience goal is to increase the number of at-risk and underserved youth who are active outdoors. SCORE will provide 3 days a week 6-8 hours each day for community centers to reserve outdoor tours and instruction for 10 weeks over summer 2022. An anticipated 360 youth and teens will be able to participate in the program at no cost to the community center or youth. The group outings size is up to 12 youth, 2 community center staff and 3 SCORE Outdoor Guides. These ratios are in line with the Outdoor Programs' risk management protocol and safety guidelines. Program operation will be between the hours of 8am-4pm and follow all Washington State and local COVID19 youth summer programs guidelines in place at that time during the duration of the program. Outdoor recreation programming will consist of kayaking, stand up paddleboarding, hiking and bike tours. These community centers currently serve underserved youth and

teens from a variety of backgrounds and ethnicities. Partnerships with these centers will provide many opportunities for these youth to experience an activity they likely would not have access to otherwise. The program will provide transportation as needed, lunch, equipment, guides, safety and skill instruction, practice, all equipment and teach Leave No Trace Ethics while on guided educational tours. The skilled and knowledgeable Outdoor Recreation staff have the ability to personally enhance the experience of the participants. Not only will participants have the chance to learn outdoor hard skills such as kayaking and stand up paddleboarding, but they will also learn soft skills from their leaders including helping others, having a good attitude, conflict resolution, growth mindset, leadership, critical thinking, outdoor ethics, and more. Staff will purposefully integrate these ideas into the curriculum and daily interactions with the youth and teens. SCORE will be operated by the City of Spokane Parks and Recreation's Outdoor Recreation Program administrative staff and guides. All guides are required to attend over 40 hours of water safety, paddle sports skills and educational training. They receive skill assessments from American Canoe Association Certified Instructors prior to the season's start. Many of the staff are senior guides having many seasons of guiding experience for the program and or recruits from local guide services and or college Outdoor Recreation Programs. SCORE's goal is to increase physical activity through outdoor recreation. Increasing physical activity among young participants can have many positive benefits, including preventing health issues like chronic disease and improve mental and emotional health by reducing stress and anxiety levels. According to the Center for Disease Control, physical activity can also have an impact on cognitive skills and attitudes and academic behavior, all of which are important components of improved academic performance. The program strives to provide youth and teens with new outdoor experiences and education while building self-confidence, self-respect and a sense of responsibility for themselves, the community and the environment. SCORE Utilizes the Experiential Education Model; Instruction, doing the activity "the experience", reflecting and debriefing the activity. It is our goal for youth participants to leave our program with skill sets which will allow them to enjoy outdoor activity in the future. This means that staff needs to be diligent in the process of teaching skills in order to teach to multiple learning styles, provide supplemental instruction to participants who are struggling, and over all provide a positive experience. Not everyone will be able to participate at the same level of activity or understanding, it is our staff's job to make sure that participants go home every day having had an overall positive experience. The SEEK funding is needed to provide Spokane's underprivileged youth an involved experience. The Spokane area is flourishing with outdoor adventures such as hiking, kayaking, mountain biking, rock climbing, skiing, and more. However, many of these activities are unreachable to lower income youth who attend our local youth centers. SCORE will not only benefit youth physically, mentally and emotionally by engaging them in similar activities but also encourage environmental stewardship and future leadership opportunities.

## Budget &amp; Project Costs Worksheet

## Budget (as presented in the SEEK application Project Costs Worksheet)

Project: Youth Summer Recreation Access for All

Project Costs	Summer 2022
Staff	\$3300
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$4678
Scholarships or subsidies	\$59923
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$800
**Meals	\$
Other (please specify)	\$
<b>TOTAL</b>	<b>\$68701</b>

Project: Riverfront Explore - An Outdoor Learning Experience

Project Costs	Summer 2022
Staff	\$9500
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$6000
Scholarships or subsidies	\$
Transportation	\$4800
Facilities	\$
Professional Services (please be specific on type of service)	\$4000
Fees (such as entrance fees for field trips)	\$1200
**Meals	\$1000
Other (please specify)	\$
<b>TOTAL</b>	<b>\$26500</b>

Project: Spokane Community Outdoor Recreation Experience (SCORE)

<b>Project Costs</b>	<b>Summer 2022</b>
Staff	\$12240
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) ( <i>must be directly related to program being offered</i> )	\$16046
Scholarships or subsidies	\$
Transportation	\$1008
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$3900
**Meals	\$4500
Other (please specify)	\$
<b>TOTAL</b>	<b>\$37694</b>

**Subcontractor Reporting Requirements**

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

**Subcontractor Agent(s)**

***List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.***

Name of Agent	Address

**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

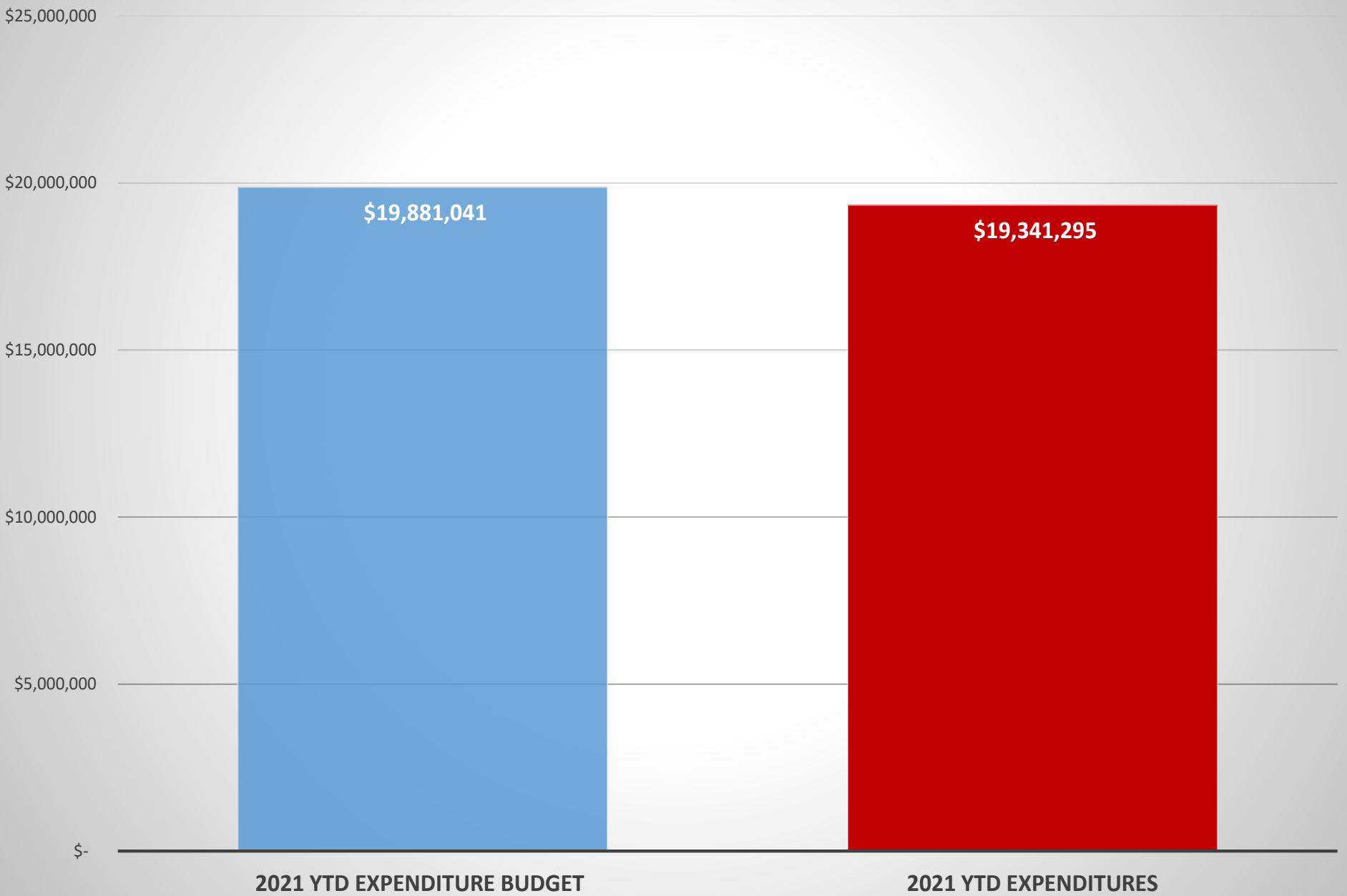




*City of Spokane*  
***PARKS***  
***& RECREATION***

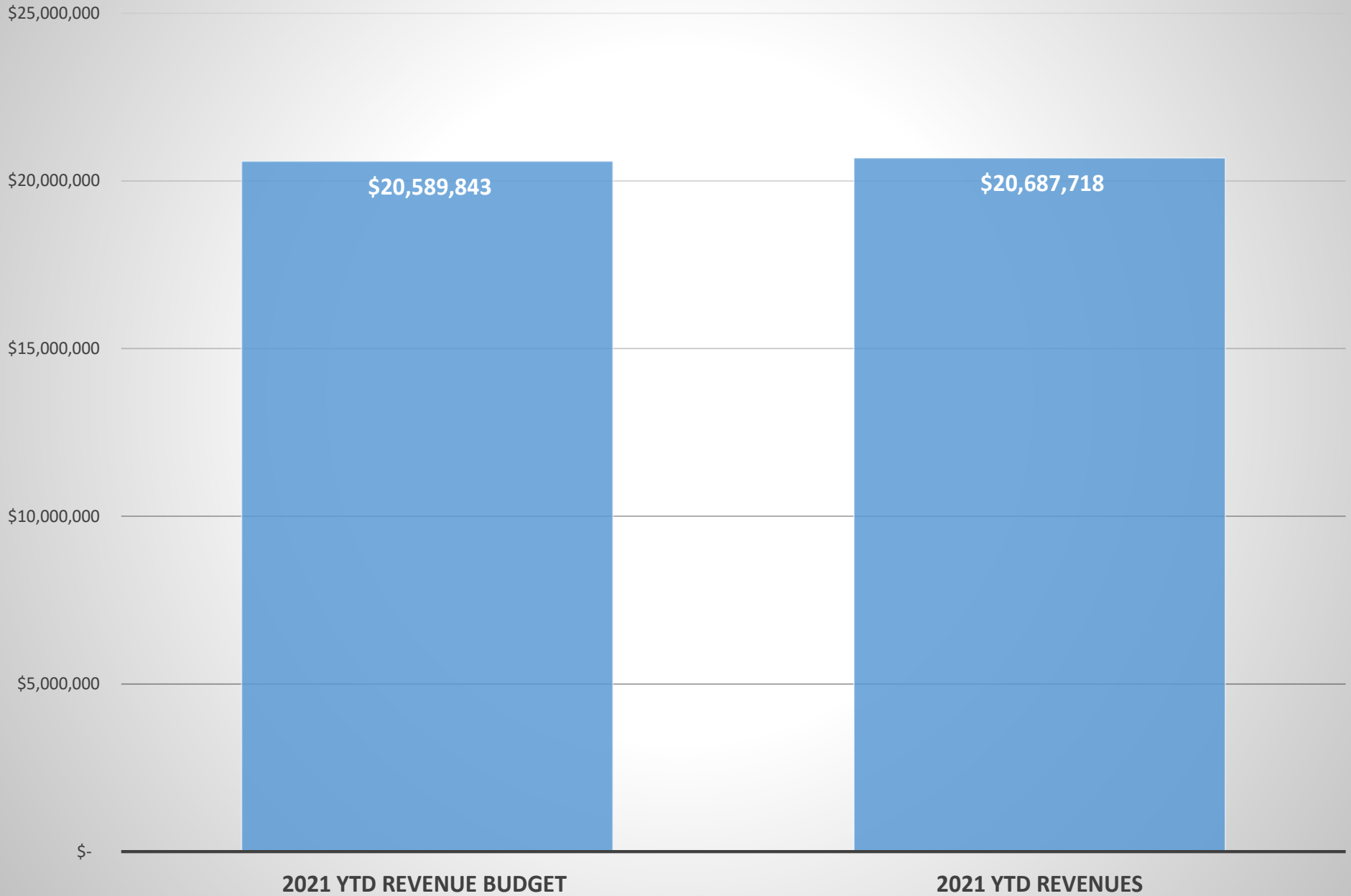
Financial Reports  
Year-End 2021

**Park Fund**  
**Year-End 2021 Expenditures vs. Historical Budget Average**



# Park Fund

## Year-End 2021 Total Revenues vs. Historical Budget Average



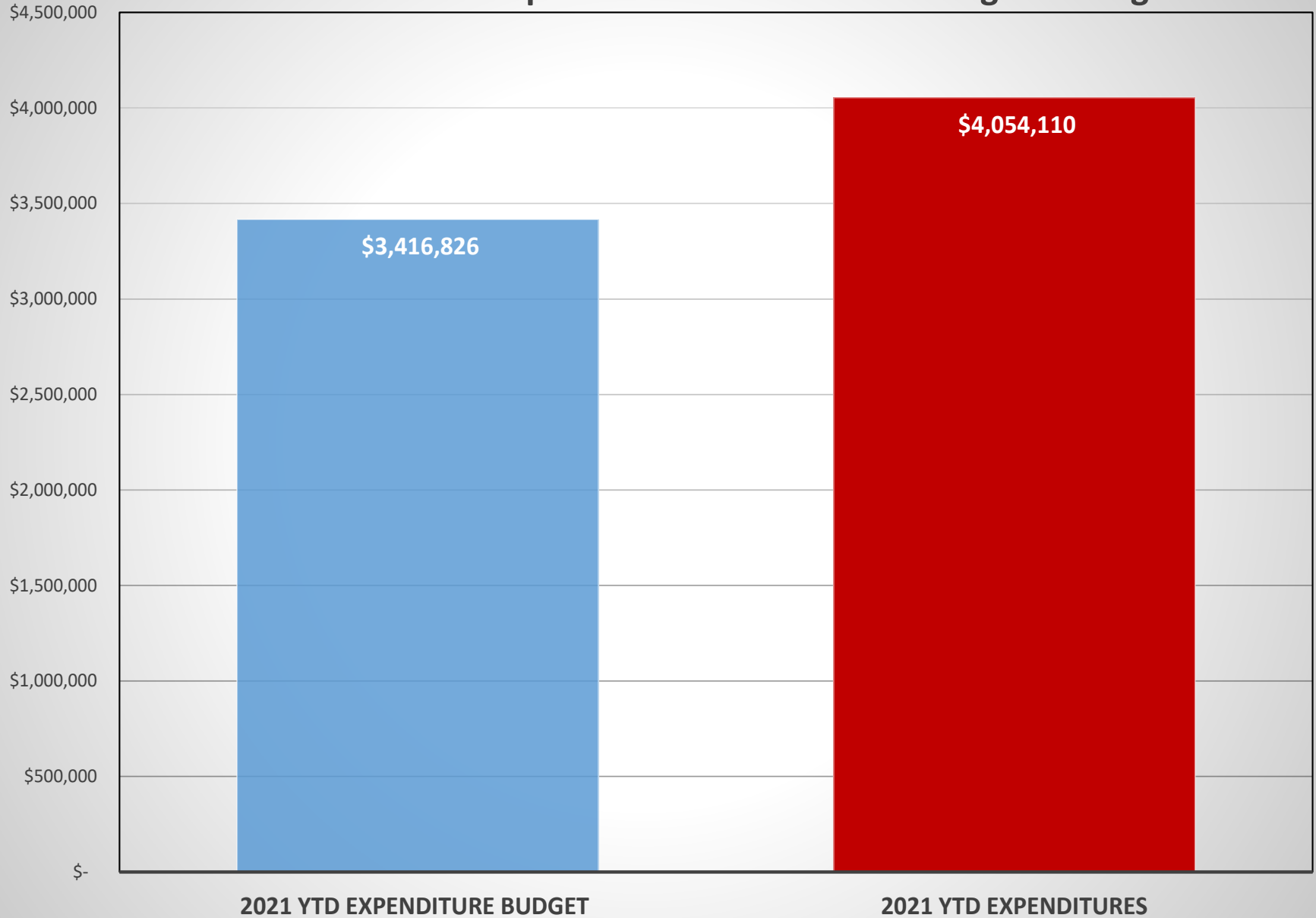
# Park Fund

## Total Year-End 2021 YTD Expenditures vs. Total YTD Revenues



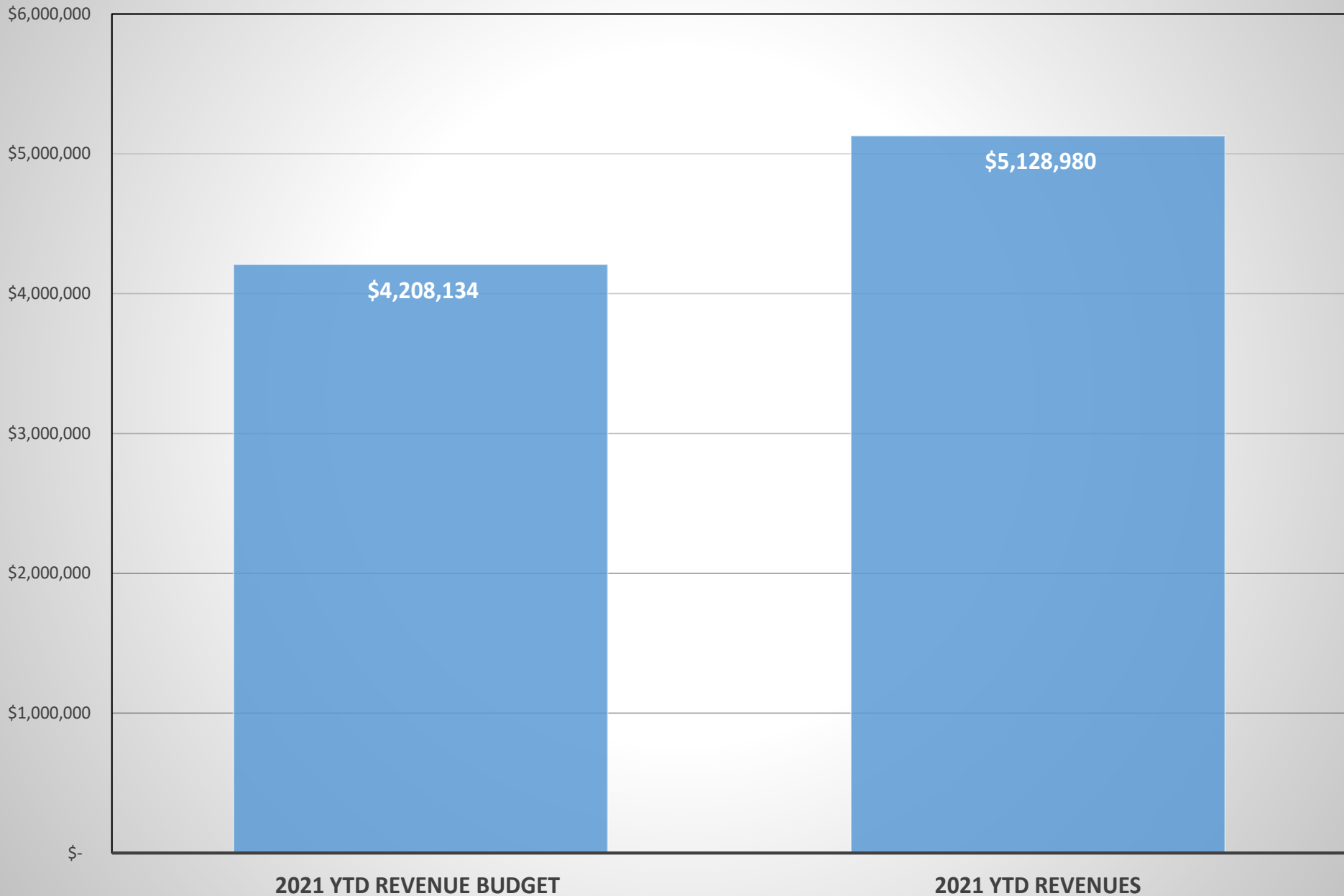
# Golf Fund

## Year-End 2021 Expenditures vs. Historical Budget Average



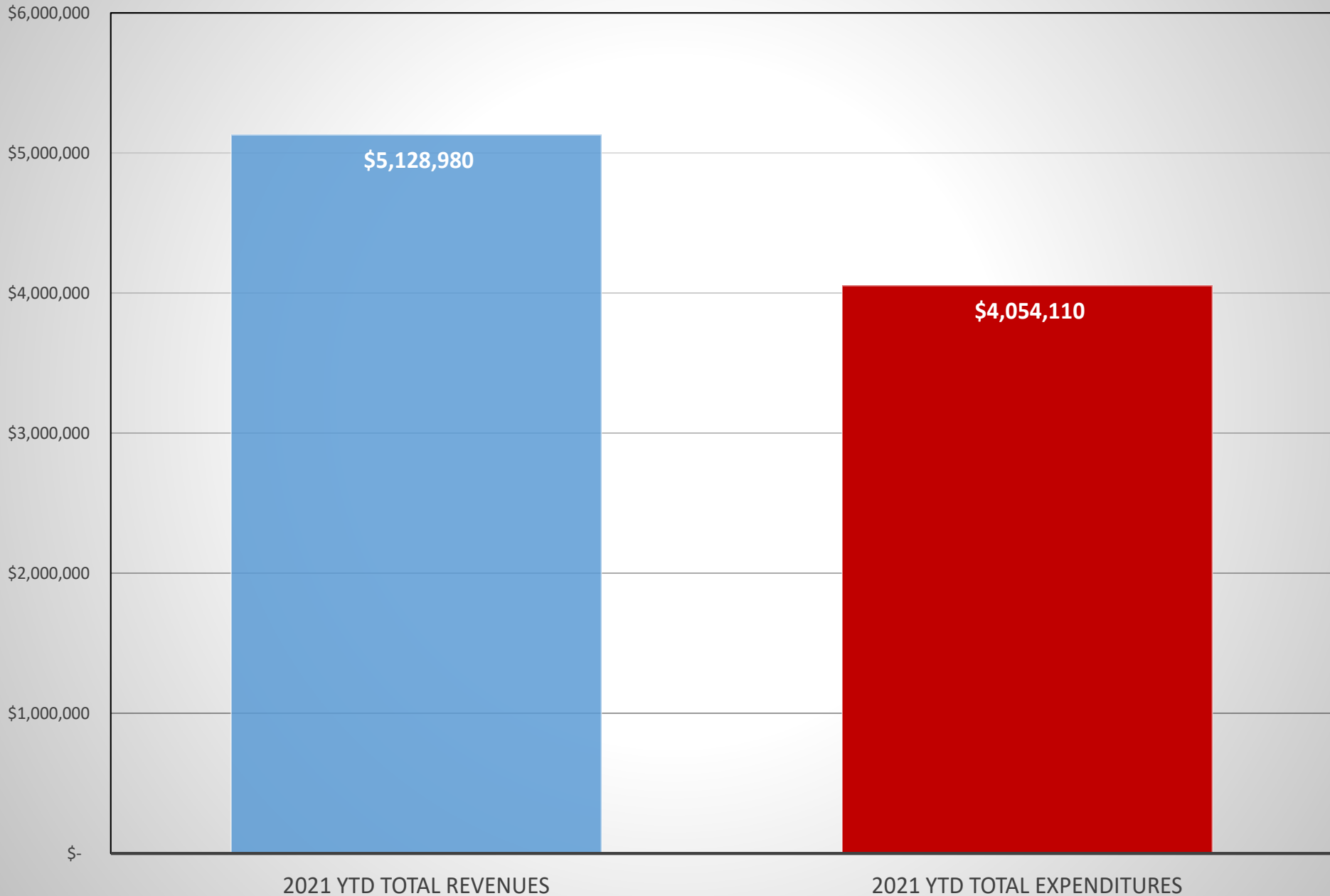
# Golf Fund

## Year-End 2021 Total Revenues vs. Historical Budget Average



## Golf Fund

### Total Year-End 2021 YTD Expenditures vs. Total YTD Revenues





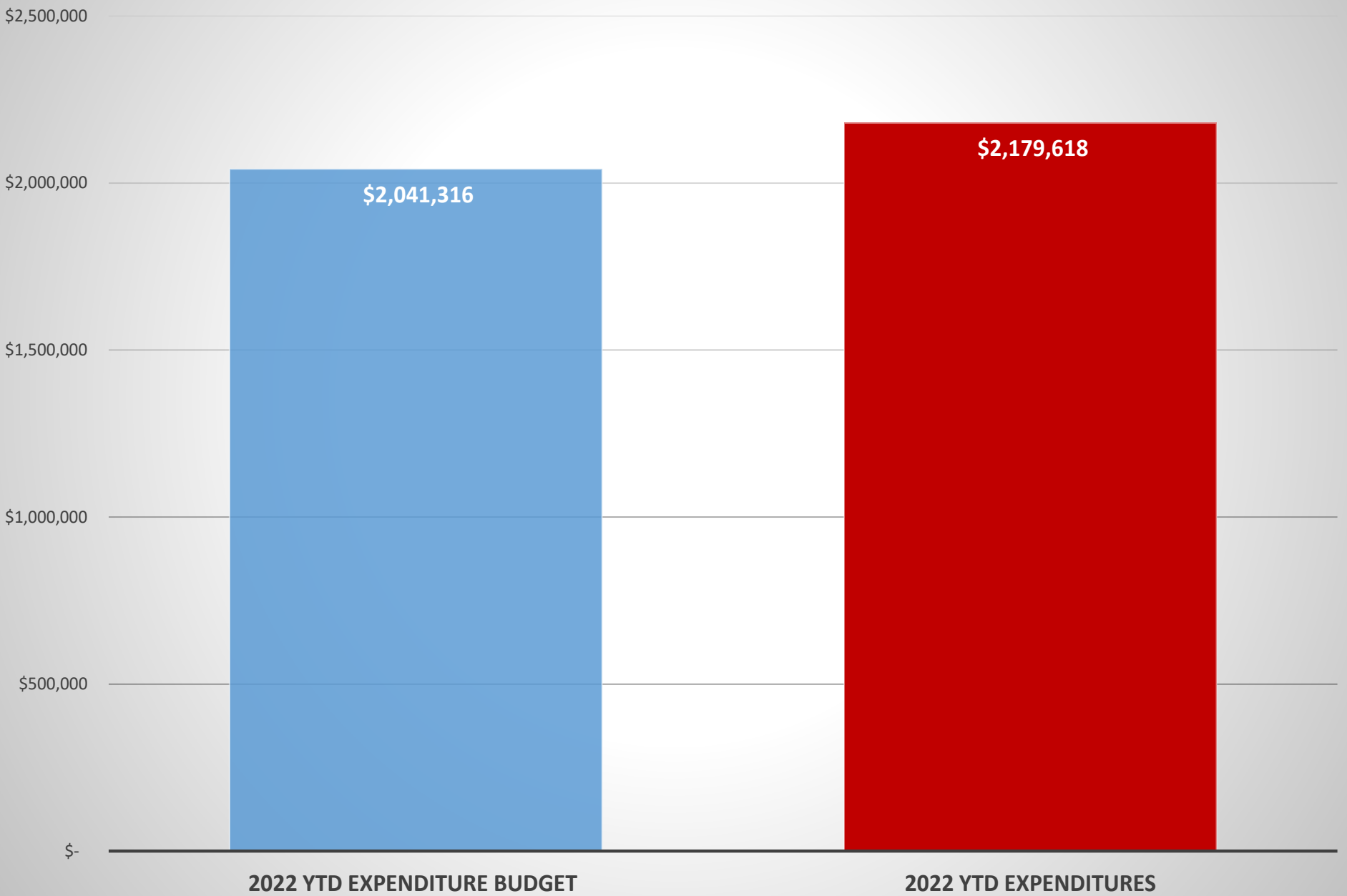
*City of Spokane*  
***PARKS***  
***& RECREATION***

Financial Reports

February 2022

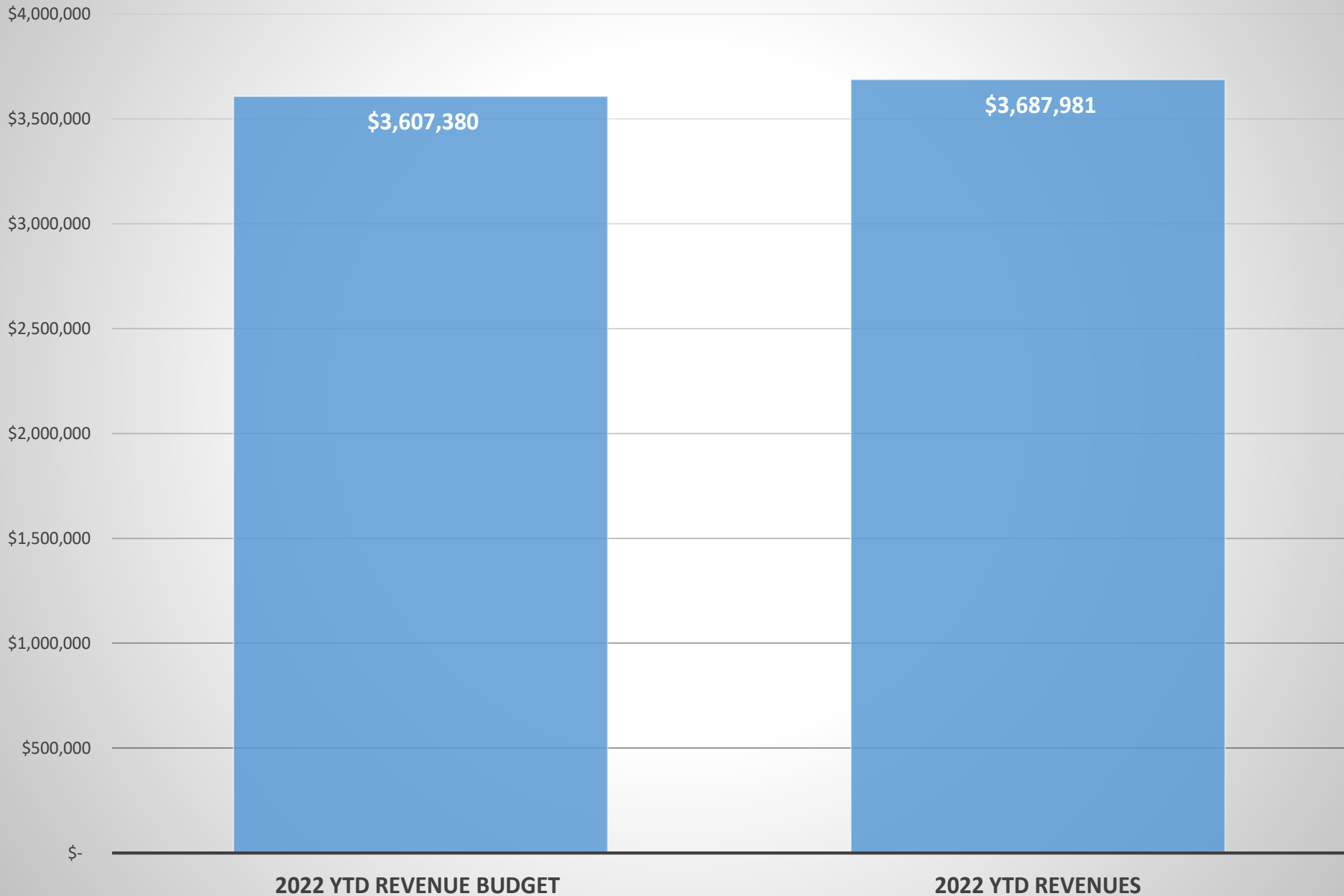


**Park Fund**  
**February 2022 Expenditures vs. Historical Budget Average**



# Park Fund

## February 2022 Total Revenues vs. Historical Budget Average



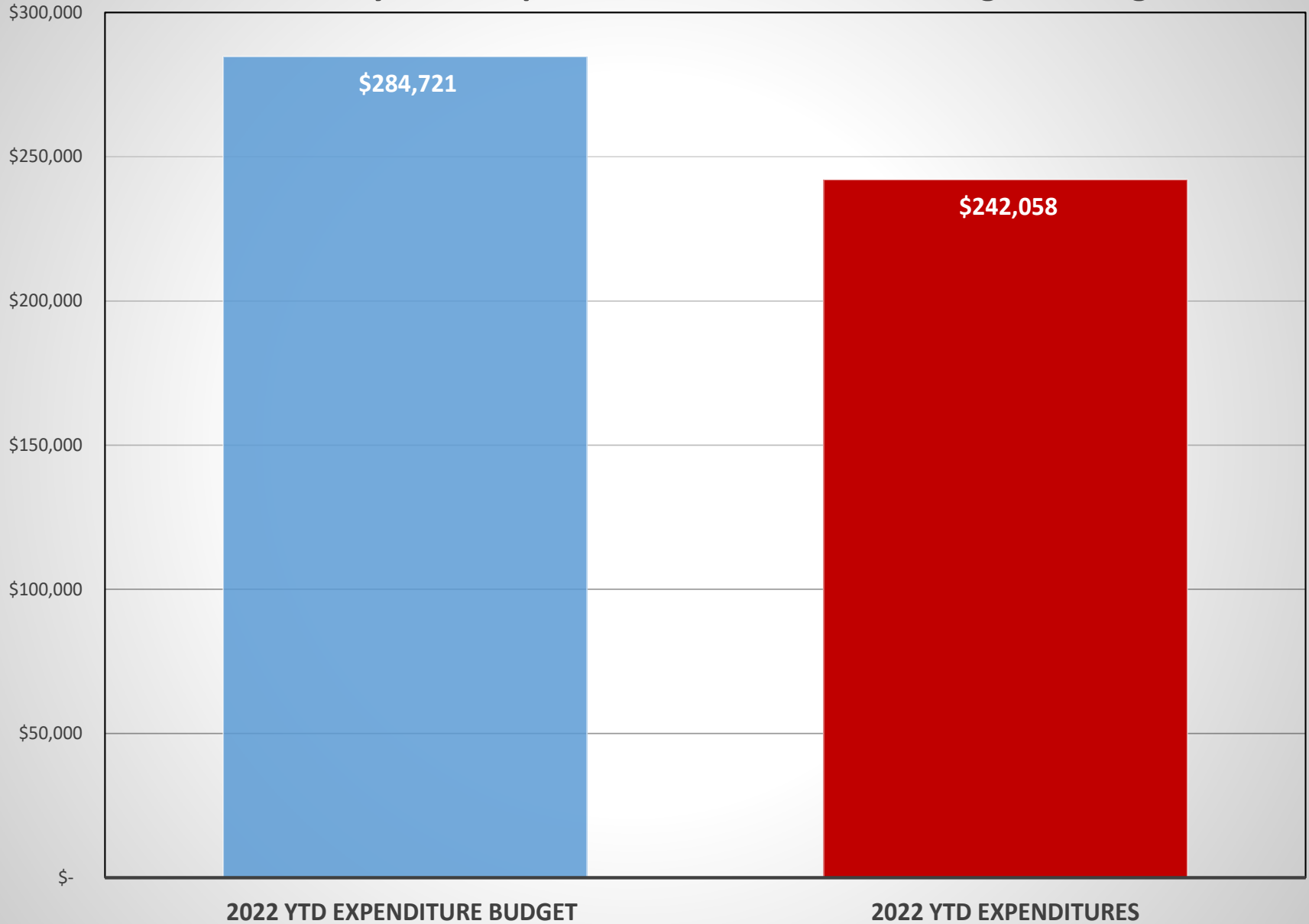
# Park Fund

## Total February 2022 YTD Expenditures vs. Total YTD Revenues



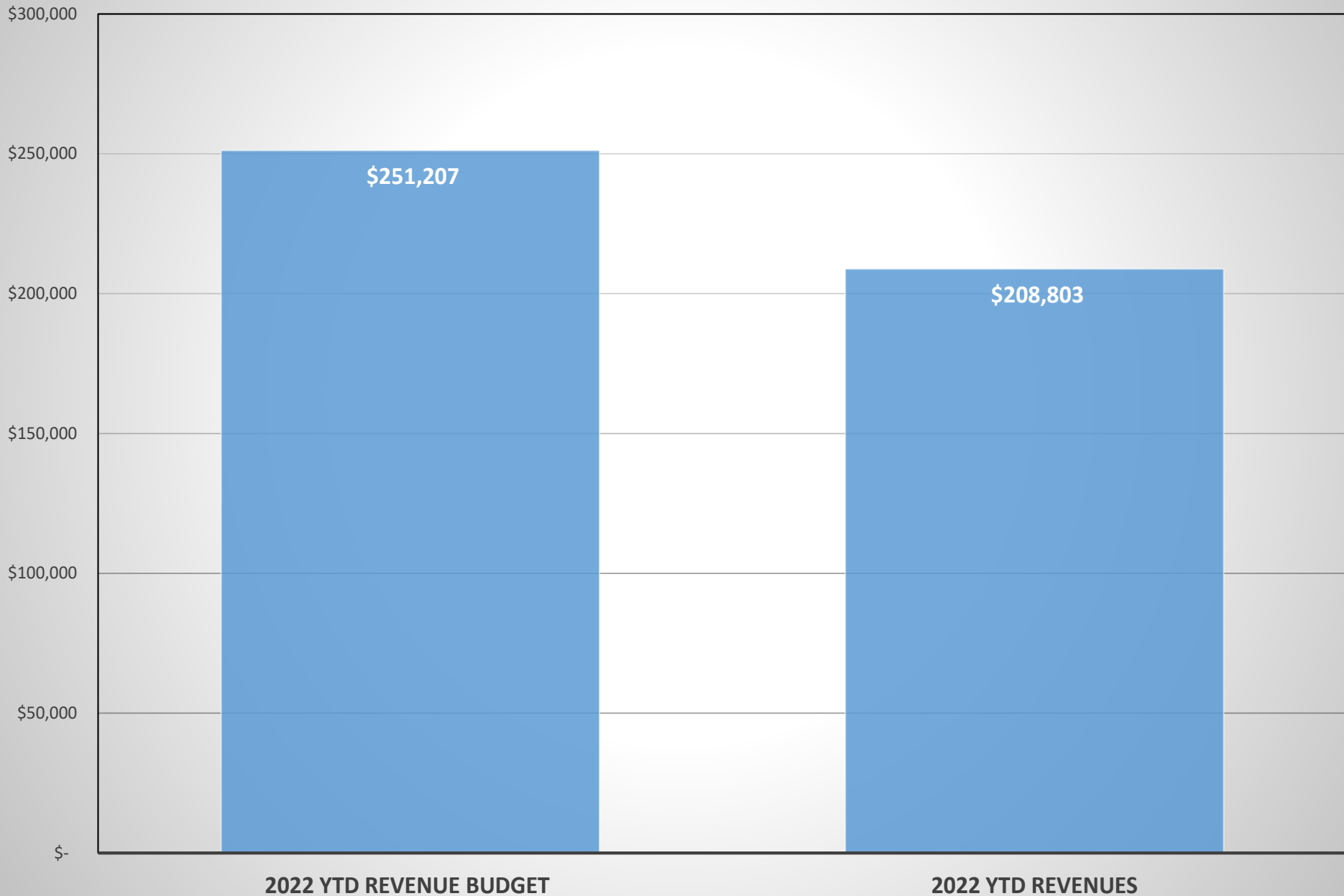
# Golf Fund

## February 2022 Expenditures vs. Historical Budget Average



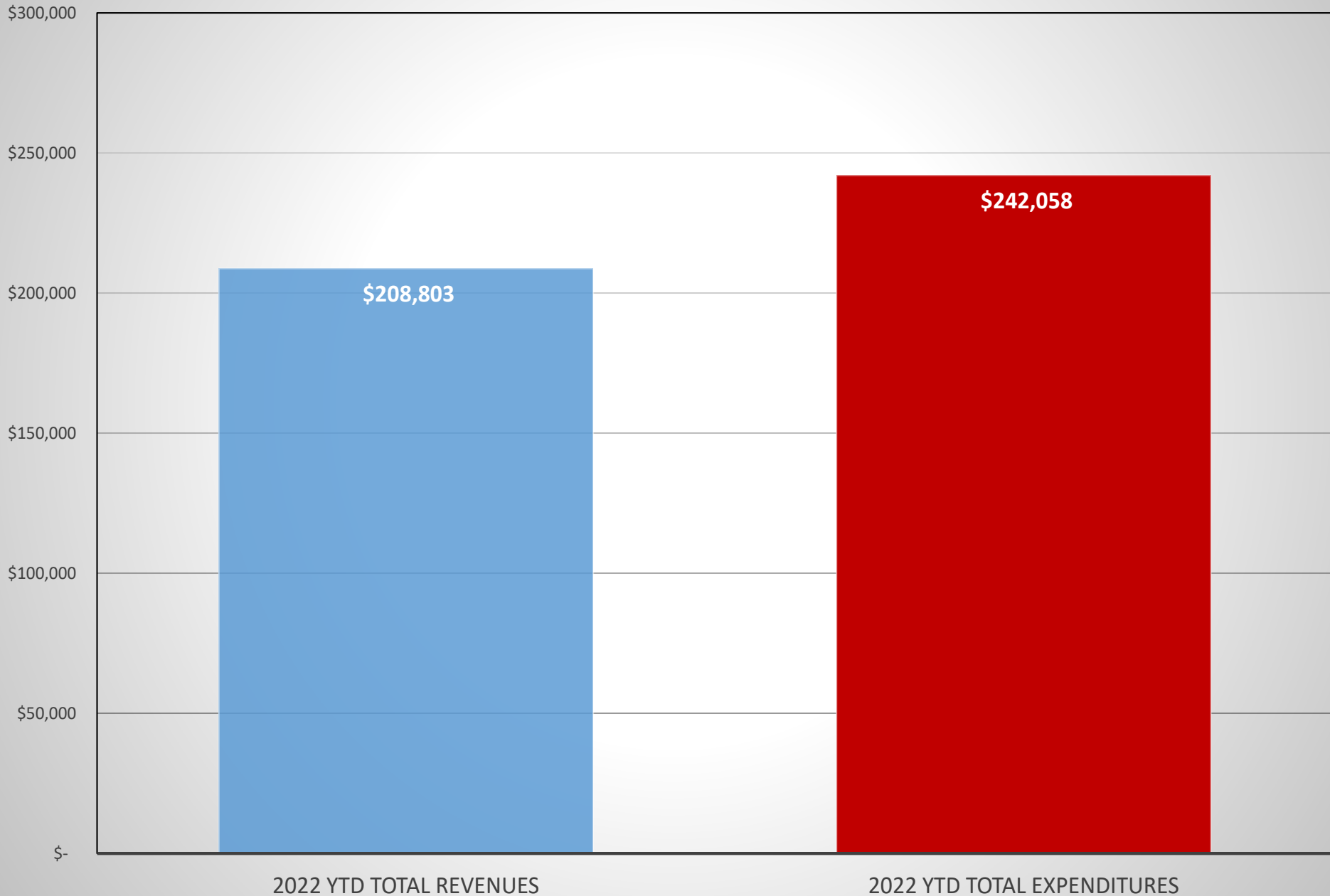
# Golf Fund

## February 2022 Total Revenues vs. Historical Budget Average



## Golf Fund

### Total February 2022 YTD Expenditures vs. Total YTD Revenues



Project Component	Budget Adopted December 2020	Expended as of February 28, 2022	Committed to Date	Budget Balance
1. South Bank West	\$ 10,412,530.00	\$ 10,412,530.00	\$ -	\$ -
2. South Bank Central	\$ 11,744,579.00	\$ 11,744,579.00	\$ -	\$ -
3. Howard St. SC Bridge	\$ -	\$ -	\$ -	\$ -
4. Promenades & Cent. Trail	\$ 8,515,817.00	\$ 8,400,624.00	\$ 199,573.10	\$ (65,380.10)
5. Havermale Island	\$ 22,186,182.00	\$ 22,187,958.00	\$ -	\$ (1,776.00)
6. snxw mene?	\$ 756,742.00	\$ 689,087.00	\$ 10,483.76	\$ 57,171.24
7. North Bank	\$ 10,133,837.00	\$ 10,400,695.00	\$ 317,626.99	\$ (84,484.99)
8. South Bank East	\$ 156,847.00	\$ 156,847.00	\$ -	\$ -
Program Level	\$ 4,488,758.00	\$ 4,254,789.00	\$ 48,859.26	\$ 185,109.74
Total	\$ 68,395,292.00	\$ 68,247,109.00	\$ 576,543.11	\$ 90,639.89

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	n/a		
<b>Committee meeting date</b>			
<b>Requester</b>	Pamela Clarke	<b>Phone number:</b> 625-6241	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	CPR 1981-0402		
<b>Item title:</b> (Use exact language noted on the agenda)	Park Board committee assignments		
<b>Begin/end dates</b>	Begins: 03/10/2022	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> After consideration of Park Board member schedules and interest, Park Board President Jennifer Ogden recommended the 2022 Park Board committee assignments.			
<b>Motion wording:</b> Move to approve the recommended Park Board committee assignments as presented.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> pclarke@spokanecity.org			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ Budget neutral			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			



Spokane Park Board March 2022	Term Ends	Riverfront Park	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Joint Arts	Development and Volunteer	Liaisons
Ogden, Jennifer – President jmogden@spokanecity.org	2026						✓	✓		✓	
Bob Anderson – Vice President banderson@spokanecity.org	2027		✓		✓	Chair			Alt.	Chair	
Garrett Jones – Secretary gjones@spokanecity.org	N/A										
Sumner, Nick nsumner@spokanecity.org	2025	Chair	✓			✓		✓			CF
Hannah Kitz hkitz@spokanecity.org	2025	✓		✓				Chair			
Greta Gilman ggilman@spokanecity.org	2023			Chair	✓	✓					CF Alt.
Sally Lodato slodato@spokanecity.org	2027			✓	Chair			✓			
Vacant											
Gerry Sperling gsperling@spokanecity.org	2024	✓	Chair			✓				✓	
Kevin Brownlee kbrownlee@spokanecity.org	2023	✓		✓			Chair		✓		
Barb Richey brichey@spokanecity.org	2024		✓						✓		PF
Jonathan Bingle jbingle@spokanecity.org	N/A										CC

PF = Spokane Parks Foundation

CF = Conservation Futures

CC = City Council

Revised: 03/10/2022



Updated: 10/21/2019 3:23 PM



March 7, 2022

Mr. Berry Ellison  
City of Spokane  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

Project: Riverfront Park Expo Butterflies Redesign  
Spokane Valley, WA

Subject: Proposal for Additional Professional Engineering Services

Dear Mr. Ellison:

Coffman Engineers, Inc. is pleased to continue supporting the City of Spokane with the updated design of the Riverfront Park Expo Butterflies. If you find this proposal acceptable, please sign in the space at the end of this proposal and return to Coffman as written authorization to proceed.

This is a request for additional funding to support the completion of the butterfly design.

## BACKGROUND AND PROJECT DESCRIPTION

The Lilac Butterfly, first installed for the 1974 International Exposition on the Environment in Spokane, sustained storm damage and fell to the ground early 2020. The City of Spokane wishes to replace the broken Butterfly sculpture with a renewed version of the original iconic form. GuildWorks has previously produced and installed fabric on the wing frames. In collaboration with GuildWorks, Coffman Engineers proposed developing the design and engineering for a new Butterfly. Coffman and Guildworks have collaborated closely on the predesign process and will share resources and capabilities to support the development of the Butterfly design. We have been working on the updated design during this last year.

The project has been phased. During Phase I our team evaluated feasibility for some aspects of the design, developed preliminary design approaches, assessed loading, studied new geometry, explored adjustment of the butterfly size, and developed a new torsion mechanism for load reduction. Phase II proceeded with a tight budget to support the finalizing of the butterfly



design with the end goal of providing a fully biddable set of design drawings, expressing the entire design development, welds, etc. Fabricators will need to develop shop drawings of some components which CEI will need to review and approve.

CEI and Guildworks require additional fee to complete the butterfly design as detailed in the following section. Progress to date is detailed in the following document link to a slide deck: <https://docs.google.com/presentation/d/1GZmQP4vyYW4iBEDsOqE9srluszXzySwH8BkEe7IMz3o/edit?usp=sharing>.

## **PHASE II ADD SERVICE DETIALS AND JUSTIFICATION:**

*Summary for Perspective:* CEI is designing a one-of-a-kind artistic piece with the intent of making it dynamic, mobile, long lasting, and essentially held in place by a single pivot point at the top of a 50' pole with the freedom to lift, turn, and twist. This is closer to research and development work than typical engineering. This is an important piece of perspective to keep in mind as the city judges the relative costs of design vs. fabrication. R&D work is notoriously difficult to predict the exact cost of due to its exploratory nature and therefore does not tend to follow a typical percentage of fabricated cost formula.

It is also important to remember the finalized design can be applied to and repeated for other potential butterfly installations around the park without the need for additional design.

### **1. Design Development Summary:**

- a. Research of welding aluminum was undertaken and while strong, welded aluminum joints are theoretically possible (bike frame, for example), the practicalities of welding an aluminum frame this large and being able to quench and temper after welding were not economically feasible. The design moved away from a welded aluminum frame as a possibility. Work during this detailed design focused on a bolted joint approach that still kept the advantages of aluminum (corrosion resistance, flexibility, and lighter weight).
- b. Extensive design work was completed on the aluminum bolted joints. Unfortunately, it turned out the total weight of the assembly was going to be essentially the same as a steel weldment, and would be far more difficult to "skin" for Guildworks, cost more to make, be more difficult to assembly, and be aesthetically less ideal. This realization came later than preferred, but it was an iterative process of adjusting intersection location of the wing struts, developing aluminum joints that would be machinable, and trying to optimize their size, then reviewing with Guildworks.
- c. The change in material and butterfly weight means the spring must be recalculated and various components checked for the additional weight that CEI has determined to be unavoidable whether aluminum or steel is selected as the primary material. CEI also needed to perform calculations to verify the preload setpoints on the torsion axles to ensure the butterfly can "recenter" effectively. These are not feasibility concerns at this point, but they are due-diligence tasks that must be performed to confirm things like plate thicknesses and design details meet the intended variable design loading.
- d. Detailed calculations are being performed to verify the approach to absorbing torsional shock in the butterfly which definitely contributed to its failure. These calculations and

the subtleties of creating a unique assembly like this are proving feasible, while simultaneously proving to be time-intensive between calculations and finite element analysis (FEA) modeling.

- e. Originally CEI planned no changes to the cap, which has lasted well and had engineering attention last year to redesign the pivoting mechanism. However, CEI determined the rigidity of the cap's cradle likely was a contributing factor to the butterfly's failure mode and should be redesigned to incorporate a bumper mechanism that will provide a softer landing point for the butterfly (reducing shock loading).
2. Additional Design Elements summary:
  - a. Structural calculations by CEI and Guildworks, and checks associated with frame changes and material changes through design iterations (steel vs aluminum).
  - b. Shock absorbing cradle assembly design (new scope).
  - c. Heavier spring to design and verify connections for once final weight of the steel frame has been determined (additional effort required by heavier weight).
  - d. Butterfly retention mechanism in hooks (new safety design element).
  - e. Butterfly rotary locking mechanism (bolt on friction brake) to be employed when the butterfly is being constructed, inspected, and maintained (new safety design element).
3. Primary justification: This is a unique, one of a kind design with very low tolerance for problems: The the unique aspects of the design involved here must be recognized and the high degree of safety required. CEI did not design the last butterfly, nor any other, and there is not going to be appetite in the park nor CEI's management for this to be a haphazard experiment. We need to feel confident we've reasonably engineered for what this butterfly may encounter (up to 92 mph variable wind with shifts in direction).

## CONSTRUCTION COST

Has the butterfly fabrication itself increased in cost? In short, yes:

- a. The butterfly with the aluminum connections HAD become significantly more expensive than estimated. The change to steel addresses cost increases associated with aluminum fabrication, machining, Guildworks added labor, etc.
- b. It is important to note the steel design will likely still be somewhat higher than the original estimate. The primary reasons: fabrication complexity of the head/pivot which are not avoidable, general material cost volatility leading to higher supplier costs or contingencies, and labor shortages combined with a resurgence of work. CEI has experienced many other projects dealing with these market conditions and have seen associated cost increases.
- c. The approach the design team pivoted to with carbon steel addresses limits the cost increase compared to what the city would have encountered with the aluminum design.

## DESIGN CRITERIA AND SAFETY

The project is being analyzed and designed according to the following criteria:

ASCE 7-16 (Wind Loading) – The butterfly has been designed for maximum windspeeds of 92 mph in *the flying condition* – The dynamic nature of the butterfly requires us to estimate windspeed associated pressure loads together with the likely position of the butterfly when that

loading would occur. CEI and Guildworks can put the butterfly into unrealistic positions, then load the butterfly in ways that predict overstress, however, such positions are so unrealistic that a design satisfying such requirements would be far too heavy and expensive to be feasible. There is always the possibility that mother nature does something incredibly unpredictable during an adverse event which could cause damage to the butterfly. CEI is satisfied that the design addresses the safety needs of such unlikely circumstances (via inclusion of a safety lanyard), while designing to the 92 mph wind-speed in more likely positions leading to a “reasonable while robust” design with uncompromised safety for the public.

AWS D1.1 Steel Welding Code – CEI is utilizing for weld design guidance and will include notes on the drawing ensuring appropriately skilled welders, appropriately coped parts, and appropriate QA/QC of the welding.

ASME BTH-1 2016 (Below the Hook Lifting) – CEI is utilizing to verify lug connections and lifting connections.

## **SCHEDULE**

After approval of the add services, the design will proceed as quickly as possible to finalize the design and develop a biddable set. It is estimated for 6 weeks from NTP to the biddable and permittable set. After bidding and award, questions from the contractor, final comments from the city, and final internal QA updates will be made and a “For Construction” set released.

## **ADDITIONAL SERVICES**

The following services can be provided for an additional fee to the Agreement:

1. Installation details related to the second butterfly location
2. Scale Models with physical testing
3. Preparation of alternate designs, means, methods, or variances (significant departures from currently discussed approach detailed here) that the city directs or are suggested by the contractor.
4. Construction phase services: shop drawing review, construction design support, site erection field observations, etc.

## **DELIVERABLES**

1. 90% Bid / Permit Set
2. Bid questions support
3. 100% IFC set

Mr. Berry Ellison  
City of Spokane  
March 7,  
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## ENGINEERING FEES

We request additional design fees for completion as follows:

Guildworks:	\$ 5,000
Coffman Engineers	<u>\$ 23,000</u>
TOTAL	\$ 28,000

## REIMBURSABLE EXPENSES

Reimbursable expenses for travel, meals, and postage/delivery charges are included in our Basic Services fee above.

Thank you for this opportunity to be of service to you. If this meets with your approval, please sign and return one copy for our files.

Please call if you have any questions.

Sincerely,

COFFMAN ENGINEERS, INC.



Culley Parris, PE  
Senior Discipline Mechanical Engineer



Tom Arnold, P.E.  
Principal Civil Engineer

Enclosure: Agreement for Professional Services

This proposal is acceptable to Berry Ellison, City of Spokane:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date