SPOKANE PARK BOARD
Regular Monthly Meeting – 1:30 P.M. – January 12, 2012 – City Council Chambers

AGENDA

1. Park Board Members Present: Ross Kelley, President; Martha Lou Wheatley-Billeter, Vice President; Jim Quigley; Jim Santorsola; Randy Cameron; Chris Wright; Susan Traver; Ken Van Voorhis; Andy Dunau; Sam Selinger; Councilman Mike Allen

   Staff Present:

2. Minutes of the December 8 Regular Park Board meeting and Park Board Study Session.

4. Swearing in of new Park Board Members: Jacki Faught
   A. Councilman Mike Allen

5. Additions or deletions to the agenda:

6. Monthly Highlights: Ross Kelley, President
   A.

7. VISITORS:
   A. Spokane Youth and Senior Centers Association Update – Curt Connolly, President

8. Claims for the month of December 2011 – Randy Cameron


10. SPECIAL DISCUSSION/ACTION ITEMS:
    A.

11. FOUNDATION REPORT – Toni Nersesian, Executive Director

12. COMMITTEE REPORTS – Park Board Action Items

   FINANCE COMMITTEE – January 10, 2012
   A. Recommend approval of 2012 Golf Fees based on option #2, with the recommended rate increase of 5% effective March 1, 2012.
   B. Recommend approval of “Purchases of Goods and Services under the Public Bid Dollar Thresholds Parks Policy”.
   C. Recommend approval of Contract with Northeast Youth Center, 3004 E. Queen, Spokane, WA for the provision of recreational services for youth from January 1, 2012 through December 31, 2012.

   GOLF COMMITTEE – January 4, 2012 – Martha Lou Wheatley-Billeter
   A.


January 12, 2012 Park Board Agenda
A.

RECREATION COMMITTEE - January 5, 2012 - Chris Wright
A. Recommend approval of contract with West Central Community Development Association, for the provision of recreational services for Youth from January 1, 2012 through December 31, 2012 in the sum of $72,675.
B. Recommend approval of contract with Sinto Senior Activity Center for the provision of recreational services for senior citizens from January 1, 2012 through December 31, 2012 in the sum of $125,568.
C. Recommend approval of contract with Southside Senior Activity Center for the provision of recreational services for senior citizens from January 1, 2012 in the sum of $129,747.
D. Recommend approval of contract with Hillyard Senior Activity Center for the provision of recreational services for senior citizens from January 1, 2012 through December 31, 2012 in the sum of $107,085.

RI VERFRONT PARK COMMITTEE - January 9, 2012 - Jim Quigley
A. Recommend approval to designate “one-time” capital funds of $387,000 and interest for use towards design and building of a Rotary Fountain facility.

URBAN FORESTRY TREE COMMITTEE - January 3, 2012 - Ken VanVoorhis
A.

13. REPORTS
A. Park Board President -
   1. Appoint Nominating Committee for Park Board Positions
   2. Annual Evaluation of Park Board Director

B. Park Board Members -
   1. North Bank Liaison - Randy Cameron
   2. Downtown Transit Liaison - Ken Van Voorhis
   3. Conservation Futures Liaison - Ken Van Voorhis
   4. Parks Foundation Liaison - Randy Cameron
   5. Council Liaison - Councilman Mike Allen

C. Director's Report -

14. Correspondence:
A. Letters Received – December 19, ASA Proposal

15. Public Comments:

16. Adjourn to Executive Session -

17. Adjournment
A. Next Committee meeting dates:
   Golf Committee: February 15, 2012, 7:00 a.m., Manito Park Meeting Room.
Riverfront Park Committee: January 30, 2012, 8:00 a.m., City Council Briefing Center
Land Committee: February 1, 2012, 3:30 p.m., City Hall Conference Room 5A
Recreation Committee: February 2, 2012, East Central Community Center, 500 S. Stone
Finance Committee: February 7, 2012, 3:00 p.m., City Hall Conference Room 5A
Urban Forestry Tree Committee: January 31, 2012, 2011, 4:15 p.m., Woodland Center, Finch Arboretum

B. Next Park Board meeting date: February 9, 2012, 1:30 p.m., City Council Chambers
Next Park Board Study Session: February 9, 2012, 3:00 p.m. or as soon as possible thereafter directly following the Regular Park Board meeting, City Hall Conference Room 5A

**Please Note:** 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. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Liane Carlson at (509) 625-6703, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or lcarlson@spokanecity.org. Persons who are deaf or hard of hearing may contact Liane at (509) 625-6703 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.
These are the President’s Highlights for January 12, 2012.
The Holiday Promotion has been successfully implemented annually since 2009 with increased revenue year-after-year.

This year’s promotion ran from November 15th to December 30th, 2011.
Social Media efforts from the marketing arm of Parks & Recreation saw a substantial 250% increase in facebook fans as well as an increase in twitter followers.

The department’s facebook page now has over 3,400 fans, which is above the industry standard. Facebook user engagement also continues to increase.

Strategically placed facebook ads resulted in over 4,000,000 targeted impressions and helped social media efforts to contribute to a successful November and December.

The department’s twitter page has nearly 1,000 followers including local citizens, news media and out-of-state followers and continues to rise.
The annual Holiday Lights show at the Manito Park Gaiser Conservatory saw a record 8,000 visitors over a two week period during December.

Staff hung over 30,000 lights throughout the conservatory.

Over $2,800 in donations were collected benefitting The Friends of Manito will help to fund projects at Manito Park.
Park Operations Staff have designed and installed a new automated irrigation system at Shadle Park that will fully automate approx. 7 acres of park land.

- The new system will significantly decreases water usage and labor costs at Shadle Park.
- Crews have installed approx. 850 ft of irrigation mainline and have installed 18 irrigation zones.

The project is led by our irrigation staff and all the work has been done in-house.

The new system will significantly decreases water usage and labor costs at Shadle Park.

Crews have installed approx. 850 ft of irrigation mainline and have installed 18 irrigation zones.
Those are the President’s Highlights January 12, 2012.
CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City," and HILLYARD SENIOR ACTIVITY CENTER, a 501(C)(3) non-profit corporation, whose address is 4001 North Cook Street, Spokane, Washington 99207, as "Agency."

WHEREAS, the Agency desires to provide recreational services for senior citizens, and has successfully facilitated a variety of programs for senior citizens in cooperation with the City for past years; and

WHEREAS, it is the desire of the City to work with the Agency in a partnership to deliver recreational services for senior citizens; -- NOW, THEREFORE,

The parties agree as follows:

1. PERFORMANCE. The Agency shall provide services in accordance with the attached Scope of Services. The Agency shall mention in all of its brochures and schedules, which are distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Department.

2. USE OF PREMISES.

A. The Agency shall negotiate an annual lease agreement and will pay rent to the Northeast Community Center Association for space to be utilized for the Agency’s programs. The City may assist with the cost of the lease, subject to the availability of funds administered by the Spokane Park Board.

B. The premises shall be used by the City primarily to hold park and recreational programs for seniors and other park and recreation programs when the Agency is not utilizing the facilities. The premises shall not be used for any other purpose without the consent of the Agency. The City's use of the facility shall in no way be exclusive, nor infringe on the Agency’s primary usage of the facility.

3. OPERATIONAL RESPONSIBILITIES.

A. Staffing.

1) The City shall provide one (1) professional Recreation Supervisor to serve as the Agency Director, subject to the availability of funds administered by the Spokane Park Board.

2) The Agency shall provide additional staff to account for all funds generated by the non-profit senior center corporation. Any additional staff required to supplement the funds of the City to support the activities of the Agency shall be the responsibility of the Agency’s board of directors.
3) The Agency Director shall be responsible for the day-to-day administration of the Agency.

B. **Supplies, Services, and Equipment.** The City may provide funds for supplies, services, and other support, subject to the availability of funds administered by the Spokane Park Board. These funds will be administered through the City to be used for supplies and services such as telephone service, postage, and computers. The City shall retain ownership of such supplies and equipment.

C. **Transportation.** Any vehicles provided by the City for Agency programs shall be covered by separate agreement.

4. **COMPENSATION.** The City shall pay the Agency ONE HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED FORTY SEVEN AND NO/100 DOLLARS ($129,747.00) from available City funds to be spent for expenses as approved by the Spokane Park Board. The allocation includes the direct and indirect costs of a City Recreation Supervisor and City temporary/seasonal employee(s), which shall be paid directly by the City.

The City reserves the right to revise this amount in any manner, which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Agency thirty (30) days written notice of any such revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

5. **PAYMENT.** The Agency shall send monthly applications of one-twelfth (1/12) of the total contract to the Parks and Recreation Department, Administration Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment shall be made within thirty (30) days of receipt of the Agency’s application.

6. **TERM.** This contract shall begin January 1, 2012 and run through December 31, 2012, unless terminated earlier.

7. **TERMINATION.** Either party may terminate this contract upon ninety (90) days written notice to the other party.

8. **TAXES.** The Agency shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

9. **INSURANCE.** During the term of the contract, the Agency shall maintain in force at its own expense, the following insurance:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability in the amount of $1,000,000;

B. General Liability Insurance on an occurrence basis with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Agency's relationship with the City under the contract; and
C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than $500,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without ninety (90) days written notice from the Agency or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Agency shall furnish acceptable insurance certificates to the City at the time the Agency returns the signed contract. The certificate shall specify all of the parties who are additional insured, and the deduction or retention level. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of insurance policies shall be provided to the City. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. **AUDIT.** The Agency shall maintain for a minimum of three years following final payment all records related to its performance of the contract. The Agency shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.

11. **INTERNAL AUDITING CONTROL.** The Agency shall establish and maintain a system of internal accounting control, which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

12. **FUTURE SUPPORT.** The City makes no commitment to support the services contracted for in this contract and assumes no obligation for future support of the services contracted for except as expressly set forth in this contract. The Agency recognizes that the tax dollars assigned by the City are based on “need” and will demonstrate that “need” by allowing inspection of its financial records on an annual basis before a new contract will be approved.

13. **LIABILITY**

A. The City shall defend, indemnify and hold harmless the Agency, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with the contract, except to the extent of the negligence of the Agency, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of the Agency, its officers, employees and agents, the Agency shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

B. The Agency shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the Agency, its officers, employees and agents in connection with the contract, except to the extent of the negligence of the
City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the Agency solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Agency from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

C. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

15. AMENDMENT. This contract may be amended at any time by mutual written agreement.

16. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this contract.

17. ASSIGNMENTS. This contract is binding on the parties and their successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

18. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

19. ENTIRE AGREEMENT. This written contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

20. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.
Dated: __________________________

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: __________________________
    Director

Attest: __________________________

City Clerk

Dated: __________________________

HILLYARD SENIOR ACTIVITY CENTER

E-Mail address, if available: ____________

By: __________________________
    Title: __________________________

Approved as to form:

[Signature]

Assistant City Attorney

Attachment that is a part of this contract:
Scope of Services

11-425
CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City," and WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION, a 501(C)(3) non-profit corporation, whose address is 1603 North Belt Street, Spokane, Washington 99205, as "Agency."

WHEREAS, the Agency provides broad-based community services to the local neighborhoods; and

WHEREAS, it is the desire of the City to work with the Agency in a partnership to deliver recreational and social services for senior citizens; -- NOW, THEREFORE,

The parties agree as follows:

1. PERFORMANCE. The Agency shall provide services in accordance with the attached Scope of Services. The Agency shall mention in all of its brochures and schedules that are distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Department.

2. USE OF PREMISES. The City shall have the option to use the premises for park and recreational programs when the community center is not utilizing the facilities. The premises shall not be used for any other purpose without the consent of the Agency. The City's use of the facility shall in no way be exclusive, nor infringe on the Agency's primary usage of the facility.

3. COMPENSATION. The City shall pay the Agency SEVENTY TWO THOUSAND SIX HUNDRED SEVENTY FIVE AND NO/100 DOLLARS ($72,675.00) from available City funds to help pay recreational programming costs. The City reserves the right to revise this amount in any manner which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Agency thirty (30) days written notice of any such revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

4. PAYMENT. The Agency shall send monthly applications of one-twelfth (1/12) of the total contract to the Parks and Recreation Department, Administration Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment shall be made within thirty (30) days of receipt of the Agency's application.

5. TERM. This contract shall begin January 1, 2012 and run through December 31, 2012, unless terminated earlier.

6. TERMINATION. Either party may terminate this contract upon ninety (90) days written notice to the other party.
7. **TAXES.** The Agency shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

8. **INSURANCE.** During the term of the contract, the Agency shall maintain in force at its own expense, the following insurance:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability in the amount of $1,000,000;

B. General Liability Insurance on an occurrence basis with a combined single limit, of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Agency's relationship with the City under the contract; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than $500,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without ninety (90) days written notice from the Agency or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Agency shall furnish acceptable insurance certificates to the City at the time the Agency returns the signed contract. The certificate shall specify all of the parties who are additional insured, and the deduction or retention level. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of insurance policies shall be provided to the City. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. **AUDIT.** The Agency shall maintain for a minimum of three years following final payment all records related to its performance of the contract. The Agency shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.

10. **INTERNAL AUDITING CONTROL.** The Agency shall establish and maintain a system of internal accounting control which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

11. **FUTURE SUPPORT.** The City makes no commitment to support the services contracted for in this contract and assumes no obligation for future support of the services contracted for except as expressly set forth in this contract. The Agency recognizes that the tax dollars assigned by the City are based on “need” and will demonstrate that “need” by allowing inspection of its financial records on an annual basis before a new contract will be approved.
12. **LIABILITY**

A. The City shall defend, indemnify, and hold harmless the Agency, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with the contract, except to the extent of the negligence of the Agency, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of the Agency, its officers, employees and agents, the Agency shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

B. The Agency shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the Agency, its officers, employees and agents in connection with the contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the Agency solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Agency from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

C. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

14. **AMENDMENT.** This contract may be amended at any time by mutual written agreement.

15. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this contract.

16. **ASSIGNMENTS.** This contract is binding on the parties and their successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

17. **NON-WAIVER.** No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.
18. **ENTIRE AGREEMENT.** This written contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

19. **SEVERABILITY.** In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

20. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

Dated: ____________________________

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: ______________________________
Director

Attest:

______________________________
City Clerk

Dated: ____________________________

WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION

E-Mail address, if available: ______________

______________________________
By: ______________________________
Title: ____________________________

Approved as to form:

______________________________
Assistant City Attorney

Attachment that is a part of this contract:

Scope of Services
CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City," and SINTO SENIOR ACTIVITY CENTER, a 501(C)(3) non-profit corporation, whose address is 1124 West Sinto Avenue, Spokane, Washington 99201, as "Agency."

WHEREAS, the Agency desires to provide recreational services for senior citizens, and has successfully facilitated a variety of programs for senior citizens in cooperation with the City for past years; and

WHEREAS, it is the desire of the City to work with the Agency in a partnership to deliver recreational services for senior citizens; -- NOW, THEREFORE,

The parties agree as follows:

1. **PERFORMANCE.** The Agency shall provide services in accordance with the attached Scope of Services. The Agency shall mention in all of its brochures and schedules, which are distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Department.

2. **USE OF PREMISES.** The City shall have the option to use the premises for park and recreation programs when the Agency is not utilizing the facilities. The premises shall not be used for any other purpose without the consent of the Agency. The City's use of the facility shall in no way be exclusive, nor infringe on the Agency's primary usage of the facility.

3. **OPERATIONAL RESPONSIBILITIES.**

A. **Staffing.**

1) The City shall provide one (1) professional Recreation Supervisor to serve as the Agency Director, subject to the availability of funds administered by the Spokane Park Board.

2) The Agency shall provide additional staff to account for all funds generated by the non-profit senior center corporation. Any additional staff required to supplement the funds of the City to support the activities of the Agency shall be the responsibility of the Agency's board of directors.

3) The Agency Director shall be responsible for the day-to-day administration of the Agency.

B. **Supplies, Services, and Equipment.** The City may provide funds for supplies, services, and other support, subject to the availability of funds administered by the Spokane Park Board. These funds will be administered through the City to be used for supplies and services such as telephone service, postage, and computers. The City shall retain ownership of such supplies and equipment.
C. **Transportation.** Any vehicles provided by the City for Agency programs shall be covered by separate agreement.

D. **Repairs.** The Agency shall be responsible for the cost of all repairs, routine and extraordinary, to the premises. The City may assist in providing labor for repairs on an as-available basis and at its sole discretion using the Parks Work Order system at the Agency's expenses.

E. **Snow Removal.** The Agency shall be responsible for all snow removal of walkways and parking areas. The City may assist in snow removal on an as-available basis and at its sole discretion using the Parks Work Order system at the Agency's expense.

4. **COMPENSATION.** The City shall pay the Agency ONE HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED SIXTY EIGHT AND NO/100 DOLLARS ($125,568.00) from available City funds to help pay recreational programming costs. The allocation includes the direct and indirect costs of a City Recreation Supervisor and City temporary/seasonal employee(s), which shall be paid directly by the City.

The City reserves the right to revise this amount in any manner, which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Agency thirty (30) days written notice of any such revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

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9. **INSURANCE.** During the term of the contract, the Agency shall maintain in force at its own expense, the following insurance:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability in the amount of $1,000,000;

B. **General Liability Insurance** on an occurrence basis with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Agency's relationship with the City under the contract; and
C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than $500,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without ninety (90) days written notice from the Agency or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Agency shall furnish acceptable insurance certificates to the City at the time the Agency returns the signed contract. The certificate shall specify all of the parties who are additional insured, and the deduction or retention level. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of insurance policies shall be provided to the City. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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13. **LIABILITY**

A. The City shall defend, indemnify and hold harmless the Agency, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with the contract, except to the extent of the negligence of the Agency, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of the Agency, its officers, employees and agents, the Agency shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

B. The Agency shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the Agency, its officers, employees and agents in connection with the contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the Agency solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Agency from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
C. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

15. AMENDMENT. This contract may be amended at any time by mutual written agreement.

16. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this contract.

17. ASSIGNMENTS. This contract is binding on the parties and their successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

18. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

19. ENTIRE AGREEMENT. This written contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

20. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

Dated: __________________________ CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: ___________________________ Director

Attest: __________________________

City Clerk
Dated: __________________________

SINTO SENIOR ACTIVITY CENTER

E-Mail address, if available: ________________

By:_____________________________________
   Title: ________________________________

Approved as to form:

_______________________________
Assistant City Attorney

Attachment that is a part of this contract:

Scope of Services
CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City," and NORTHEAST YOUTH CENTER, a 501(C)(3) non-profit corporation, whose address is 3004 East Queen Avenue, Spokane, Washington 99207, as "NEYC."

WHEREAS, NEYC provides youth services for Spokane; and

WHEREAS, it is the desire of the City to work with NEYC in a partnership to deliver recreational services for youth; -- NOW, THEREFORE,

The parties agree as follows:

1. PERFORMANCE. NEYC shall provide services in accordance with the attached Scope of Services. NEYC shall mention in all of its brochures and schedules that are distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Department.

2. COMPENSATION. The City shall pay NEYC ONE HUNDRED SEVEN THOUSAND EIGHTY FIVE AND NO/100 DOLLARS ($107,085.00) from available City funds to help pay recreational programming costs and FIVE HUNDRED AND NO/100 DOLLARS ($500.00) for the purchase of office supplies. Any expenditure exceeding these amounts will be billed to the Northeast Youth Center. The City reserves the right to revise this amount in any manner, which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give NEYC thirty (30) days written notice of any such revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

3. PAYMENT. NEYC shall send monthly applications of one-twelfth (1/12) of the total contract to the Parks and Recreation Department, Administration Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment shall be made within thirty (30) days of receipt of NEYC's application.

NEYC is responsible for the 2010 budget deficit and will be billed for one third of the deficit in 2011, one third in 2012 and one third in 2013. Invoices will be issued in June, 2011, 2012 and 2013 with payment due thirty (30) days after invoice is issued. If payment is not received within thirty (30) days the City will withhold monthly payment to NEYC and deduct the debt from this withholding until the amount deducted is equal to the amount invoiced.

4. TERM. This contract shall begin January 1, 2012 and run through December 31, 2012, unless terminated earlier.

5. TERMINATION. Either party may terminate this contract upon ninety (90) days written notice to the other party.
6. **TAXES.** NEYC shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

7. **INSURANCE.** During the term of the contract, the Agency shall maintain in force at its own expense, the following insurance:

   A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability in the amount of $1,000,000;

   B. General Liability Insurance on an occurrence basis with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Agency's relationship with the City under the contract; and

   C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than $500,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Agency or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Agency shall furnish acceptable insurance certificates to the City at the time the Agency returns the signed contract. The certificate shall specify all of the parties who are additional insured, and the deduction or retention level. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of insurance policies shall be provided to the City. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

8. **AUDIT.** NEYC shall maintain for a minimum of three (3) years following final payment all records related to its performance of the contract. NEYC shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.

9. **INTERNAL AUDITING CONTROL.** NEYC shall be allowed to utilize the Spokane Parks and Recreation's Aquatic Centers, Parks and Facilities for their Youth Programs in accordance with all policies governing other Spokane Park and Recreation Programs.

10. **FACILITY USE.**

   A. NEYC shall be allowed to utilize the Spokane Parks and Recreation's Aquatic Center, Parks and Facilities for Youth Programs in accordance with Spokane Parks and Recreation's policy as it relates to all Spokane Parks and Recreation Program areas.
B. NEYC will be allowed use of Spokane School District 81 facilities following the Spokane Parks and Recreation Joint Use Agreement with the School District.

C. NEYC will be allowed to store equipment and supplies in a pre-determined area at the Spokane Parks and Recreation Operations Facility 2304 East Mallon. Proof of insurance covering property and supplies stored at the Parks' facility at 2304 East Mallon shall be provided by NEYC.

11. **FUTURE SUPPORT.** The City makes no commitment to support the services contracted for in this contract and assumes no obligation for future support of the services contracted for except as expressly set forth in this contract. NEYC recognizes that the tax dollars assigned by the City are based on "need" and will demonstrate that "need" by allowing inspection of its financial records on an annual basis before a new contract will be approved.

12. **LIABILITY.**

A. The City shall defend, indemnify, and hold harmless NEYC, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with the contract, except to the extent of the negligence of NEYC, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of NEYC, its officers, employees and agents, NEYC shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

B. NEYC shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of NEYC, its officers, employees and agents in connection with the contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by NEYC solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless NEYC from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

C. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

14. **Amendment.** This contract may be amended at any time by mutual written agreement.
15. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this contract.

16. **ASSIGNMENTS.** This contract is binding on the parties and their successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

17. **NON-WAIVER.** No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

18. **ENTIRE AGREEMENT.** This written contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

19. **SEVERABILITY.** In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

20. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

Dated: ___________________________ CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: ___________________________

Director

Attest: ___________________________

City Clerk
Dated: ________________

NORTHEAST YOUTH CENTER

E-Mail address, if available: ________________

By: ________________
Title: ________________

Approved as to form:

[Signature]
Assistant City Attorney

Attachment that is a part of this contract:

Scope of Services


CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City," and SOUTHSIDE SENIOR ACTIVITY AND COMMUNITY CENTER, a 501(C)(3) non-profit corporation, whose address is 3151 East 27th Avenue, Spokane, Washington 99223, as "Agency."

WHEREAS, the Agency provide broad-based community services to the local neighborhood; and

WHEREAS, it is the desire of the City to work with the Agency in a partnership to deliver recreational and social services for senior citizens; -- NOW, THEREFORE,

The parties agree as follows:

1. PERFORMANCE. The Agency shall provide services in accordance with the attached Scope of Services. The Agency shall mention in all of its brochures and schedules that are distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Department.

2. USE OF PREMISES. The City shall have the option to use the premises for park and recreational programs when the community center is not utilizing the facilities. The premises shall not be used for any other purpose without the consent of the Agency. The City's use of the facility shall in no way be exclusive, nor infringe on the Agency's primary usage of the facility.

3. COMPENSATION. The City shall pay the Agency ONE HUNDRED SIX THOUSAND THREE HUNDRED EIGHT AND NO/100 DOLLARS ($106,308.00) from available City funds to help pay recreational programming costs, and NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS ($9,450.00) for parking lot lease payment. Any expenditure exceeding these amounts will be billed to Southside Activity and Community Center. The City reserves the right to revise this amount in any manner, which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Agency thirty (30) days written notice of any such revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

4. PAYMENT. The Agency shall send monthly applications of one-twelfth (1/12) of the total contract to the Parks and Recreation Department, Administration Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment shall be made within thirty (30) days of receipt of the Agency's application.

5. TERM. This contract shall begin January 1, 2012 and run through December 31, 2012, unless terminated earlier.

6. TERMINATION. Either party may terminate this contract upon ninety (90) days written notice to the other party.
7. **TAXES.** The Agency shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

8. **INSURANCE.** During the term of the contract, the Agency shall maintain in force at its own expense, the following insurance:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability in the amount of $1,000,000;

B. General Liability Insurance on an occurrence basis with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Agency's relationship with the City under the contract; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than $500,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without ninety (90) days written notice from the Agency or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Agency shall furnish acceptable insurance certificates to the City at the time the Agency returns the signed contract. The certificate shall specify all of the parties who are additional insured, and the deduction or retention level. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of insurance policies shall be provided to the City. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. **AUDIT.** The Agency shall maintain for a minimum of three years following final payment all records related to its performance of the contract. The Agency shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.

10. **INTERNAL AUDITING CONTROL.** The Agency shall establish and maintain a system of internal accounting control, which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

11. **FUTURE SUPPORT.** The City makes no commitment to support the services contracted for in this contract and assumes no obligation for future support of the services contracted for except as expressly set forth in this contract. The Agency recognizes that the tax dollars assigned by the City are based on “need” and will demonstrate that “need” by allowing inspection of its financial records on an annual basis before a new contract will be approved.
12. **LIABILITY**

A. The City shall defend, indemnify, and hold harmless the Agency, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with the contract, except to the extent of the negligence of the Agency, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of the Agency, its officers, employees and agents, the Agency shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

B. The Agency shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the Agency, its officers, employees and agents in connection with the contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the Agency solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Agency from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

C. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

14. **AMENDMENT.** This contract may be amended at any time by mutual written agreement.

15. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this contract.

16. **ASSIGNMENTS.** This contract is binding on the parties and their successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party’s prior written consent.

17. **NON-WAIVER.** No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.
18. **ENTIRE AGREEMENT.** This written contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

19. **SEVERABILITY.** In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

20. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

Dated: ________________________

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: ________________________

Director

Attest:

__________________________

City Clerk

Dated: ________________________

SOUTHSIDE SENIOR ACTIVITY AND COMMUNITY CENTER

E-Mail address, if available:

__________________________

By: ________________________

Title: ________________________

Approved as to form:

[Signature]

Assistant City Attorney

Attachment that is a part of this contract:

Scope of Services