



Spokane Park Board Agenda

3:30 p.m. Thursday, December 12, 2024

In-person in City Hall Council Chambers and
WebEx virtual meeting

Call in: 408-418-9388

Access code: 2482 003 7506

Park Board Members

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

Agenda

1. **Roll call:** Bob Anderson
2. **Additions or deletions to the agenda:**
3. **Public comments:**
4. **Consent agenda:**
 - A. Administrative/committee-level items:
 - 1) [November 14, 2024, regular Park Board meeting minutes](#)
 - 2) [Claims – November 2024](#)
 - 3) [Inter-Local Agreement between the City of Spokane Valley and the City of Spokane Parks and Recreation Departments regarding joint offering of certain recreation program classes](#) – Jennifer Papich
5. **Special guests:**
 - A. None
6. Financial report and budget update: Rich Lentz
7. **Special discussion/action items:**
 - A. Special discussion items: None
 - B. Special action items: None

8. Committee reports – action items:

Urban Forestry Tree Committee: December 3, 2024 – Kevin Brownlee

A. Action items: None

Land Committee: December 4, 2024 – Greta Gilman

A. Action items: The action item failed committee vote, 2-2.

Recreation Committee: December 4, 2024 – Sally Lodato

A. Action items: The action item was presented on the consent agenda.

Riverfront Park Committee: December 9, 2024 – Gerry Sperling

A. Action items: None

Golf Committee: The December 10, 2024, meeting was cancelled. – Nick Sumner

A. Action items: None

Finance Committee: December 10, 2024 – Bob Anderson

A. Action items: None

Development & Volunteer Committee: The DVC does not meet in December. – Jennifer Ogden

A. Action items: None

9. Reports:

A. President: Bob Anderson

B. Liaisons:

- 1) Conservation Futures – Nick Sumner
- 2) Parks Foundation – Barb Richey
- 3) City Council – Jonathan Bingle

C. Director: Garrett Jones

10. Executive session

A. None

Correspondence

A. Letters/emails: None

12. Adjournment

13. Meeting dates:

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. December 31, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Land Committee: TBD due to New Year's Day holiday.

Recreation Committee: TBD due to New Year's Day holiday.

Riverfront Park Committee: 4:00 p.m. January 6, 2025, Riverfront Park Pavilion conference room, and virtually via WebEx

Golf Committee: 8:00 a.m. January 7, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Finance Committee: 3:00 p.m. January 7, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Development & Volunteer Committee: 12:00 p.m. January 8, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

B. Park Board: 3:30 p.m. January 9, 2025, Council Chambers, lower-level City Hall, and virtually via WebEx

C. Park Board Study Session: No session scheduled at this time.

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 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**CITY OF SPOKANE PARK AND RECREATION DIVISION
NOVEMBER 2024 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - DECEMBER 12, 2024**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,452,348.13
MAINTENANCE & OPERATIONS	\$	406,954.72
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	203,492.39

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY		
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GOLF:

SALARIES & WAGES	\$	223,840.55
MAINTENANCE & OPERATIONS	\$	125,767.24
CAPITAL OUTLAY	\$	283,302.68
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	<u>2,695,705.71</u>

Spokane Park Board

Briefing Paper



Committee	Recreation	Committee meeting date: 12/04/2024	
Requester	Jennifer Papich	Phone number: 509-363-5420	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal H: Obj. 2 (Partnerships)	Master Plan Priority Tier:	Tier 1 (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Inter-local Agreement Between the City of Spokane Valley and the City of Spokane Parks and Recreation Departments Regarding Joint offering of certain recreational program classes		
Begin/end dates	Begins: 01/01/2025	Ends: 12/31/2027	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>This is a new Inter-local Agreement based on the successful partnership in 2024 between Spokane Valley and the City of Spokane in the offering of agreed upon Outdoor and Therapeutic Recreation programs. Each party will advertise for the programs through their own agencies, each party shall take registrations for the programs Spokane Valley will register an agreed upon number of participants for the agreed upon programs. Parties will communicate throughout the registration process for program coordination and logistics. Upon course completion Spokane Valley agrees to pay Spokane Parks 70% of class registration they took in revenue as full compensation for everything done under this Agreement. We have entered into similar agreement with Spokane Valley and other municipalities in the past with success. Benefits of this partnership with Spokane Valley include increase marketing and awareness of our Recreation programs, increased participation in previously lower attended programs, and utilization of Spokane Valley facilities to house potential TRS and Outdoor programs.</p>			
Motion wording:			
I move to approve the Inter-local Agreement Between the City of Spokane Valley and the City of Spokane Parks and Recreation Departments Regarding Joint offering of certain recreational program classes			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spokane Valley Parks and Recreation			
Name: John Bottelli		Email address: jbottelli@spokanevalley.org	Phone: 509-720-5400
Distribution:			
Parks – Accounting		Megan Kapaun, Legal	
Parks – Sarah Deatrich			
Requester: Jennifer Papich			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: n/a		Budget code:	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> UBI: 602-251-431 Business license expiration date:	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SPOKANE VALLEY AND THE CITY OF
SPOKANE BY AND THROUGH ITS PARKS AND
RECREATION DEPARTMENT REGARDING JOINT
OFFERING OF CERTAIN RECREATIONAL PROGRAM
CLASSES**

This Agreement is between the CITY OF SPOKANE VALLEY, a Washington State municipal corporation, as “Spokane Valley,” and the CITY OF SPOKANE, a Washington State municipal corporation, by and through its Parks and Recreation Department as “Spokane Parks”, jointly referred to hereinafter as the “Parties”.

WHEREAS, Spokane Parks provides for the recreational needs of its community under Section 48 of the City of Spokane Charter; and

WHEREAS, pursuant to the provisions within Titles 35 and 35A RCW, Spokane Parks and Spokane Valley have the statutory authority to conduct recreational programs; and

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Spokane Valley wishes to collaborate with Spokane Parks in order to make available to Spokane Valley constituents some of the recreational programs offered by Spokane Parks; and

WHEREAS, To facilitate achieving their recreational objectives, the parties have agreed to cooperate according to the following terms and conditions.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the Parties to mutually agree as follows:

1. **PURPOSE**. The purpose of this Agreement is to summarize the terms and conditions upon which the Parties will manage the jointly offered recreational programs described in Exhibit A – Scope of Services (the “Joint Recreational Programs”). This includes the rights and obligations of the Parties under this Agreement.
2. **TERM**. Subject to its other provisions, the period of performance of this Agreement shall commence upon the last date of execution by all Parties and be completed by December 31, 2027, unless terminated sooner as provided herein. This Agreement shall supersede the Interlocal Agreement between the Parties executed on June 8, 2023.
3. **TERMINATION**. Except as otherwise provided in this Agreement, either of the Parties may terminate this Agreement upon thirty (30) days written notification. If this

Agreement is so terminated, the terminating Party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

4. **CONTRACT MANAGEMENT.** The Parties hereby appoint the following individuals, or their designees, as their representatives for the purpose of ensuring that the provisions of the Agreement are satisfied.

SPOKANE PARKS AND RECREATION DEPARTMENT:

Director
Spokane Parks and Recreation Department
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

CITY OF SPOKANE VALLEY:

City Manager, or designee
10210 E. Sprague Avenue
Spokane Valley, WA 99206

Designated main contact:

Director
Spokane Valley Parks and Recreation Department
2426 North Discovery Place
Spokane Valley, WA 99216

5. **PERFORMANCE.**

- A. The above-designated representatives will meet as needed to decide matters pertaining to the administration of the Joint Recreational Programs listed in Exhibit A.
- B. The Joint Recreational Programs listed in Exhibit A may be amended, modified, canceled, or added to through the mutual agreement of the above-designated representatives.
- C. Spokane Parks shall provide all required labor and materials, including but not limited to equipment, qualified instructors, guides, participant accommodations, and transportation as needed for Joint Recreational Programs at its sole expense. Spokane Parks shall be responsible for scheduling facilities and coordinating reservations for the Joint Recreational Programs.
- D. Each Party shall advertise for the programs through their own agencies.

- E. Each Party shall take registrations for the programs. Spokane Valley may register an agreed upon number of participants for the programs in Exhibit A as presently constituted or hereinafter amended. The cost of registration for each participant shall be the same for all registrants of that same program regardless of the Party through whom the participant registers. The Parties will communicate through the registration process for program coordination and logistical purposes. The Parties shall ensure that its registrants sign a Release of Liability & Waiver of Certain Legal Rights agreed to by the Parties prior to their participation in the program. Program instructors, leaders, guides, and contractors shall also be required to sign a Release of Liability & Waiver of Certain Legal Rights prior to commencement of the program.
- F. Spokane Valley agrees to pay Spokane Parks 70% of class registration revenue as full compensation for everything done under this Agreement, as set forth in Exhibit A.
- G. Spokane Parks shall present an invoice to Spokane Valley after classes have been completed. Payment shall be sent to the City of Spokane Finance Department at 808 W. Spokane Falls Boulevard, Spokane, WA 99201.

6. **INDEMNITY AND HOLD HARMLESS.** Spokane Parks shall defend, indemnify and hold harmless Spokane Valley, its officers, officials, agents, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees in connection with or arising out of the wrongful or negligent acts, errors, or omissions of Spokane Parks, its officers, officials, agents, employees, volunteers, contractors, or subcontractors relating to or arising out of performance of this Agreement. Spokane Valley shall defend, indemnify and hold harmless Spokane Parks, its officers, officials, agents, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees in connection with or arising out of the wrongful or negligent acts, errors, or omissions of Spokane Valley, its officers, officials, agents, employees and volunteers relating to or arising out of performance of this Agreement.

Each Party's duty to indemnify shall survive the termination or expiration of this Agreement.

7. **INSURANCE.**

During the course of this Agreement, each Party agrees to procure and maintain self-insurance with limits for General Liability of at least \$2,000,000. Upon request by the other Party, each Party shall provide the other a letter evidencing self-insurance.

8. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be an original, but such

counterparts shall together constitute but one and the same delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

9. **ENTITIES / PROPERTY.**

- A. No new entities are created by this Agreement.
- B. No real or personal property will be transferred as part of this Agreement.
- C. No joint board will be created to administer the provisions of this Agreement.

10. **RELATIONSHIP OF THE PARTIES.** The Parties intend that an independent contractor relationship will be created by the Agreement. No agent, employee, servant or otherwise of a Party shall be deemed to be an employee, agent, servant, or otherwise of any other Party for any purpose, and the employees of a Party are not entitled to any of the benefits that any other Party provides for its employees. Each Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

11. **RECORDS MAINTENANCE.** The Parties shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by all Parties in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of the Parties, other personnel duly authorized by any Party, the Office of the State Auditor, and federal officials so authorized by law. The Parties will retain all books, records, documents, and other materials relevant to this agreement for five years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

12. **AGREEMENT TO BE FILED.** Spokane Parks shall file this Agreement with their City Clerk and post it on their internet website. Spokane Valley shall file this Agreement with its City Clerk and shall either file this Agreement with the Spokane County Auditor or post it on its internet website,

13. **MISCELLANEOUS PROVISIONS.**

- A. Non-Waiver. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce any Party to sign this Agreement.

- C. Modification. Except as specifically denoted elsewhere in this Agreement, no modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. Assignment. No Party may assign its interest in this Agreement without the express written consent of the other Parties.
- E. Severability. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- F. Compliance with Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- G. 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, honorable 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.
- H. Venue Stipulation. This Agreement shall be construed under the laws of the Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

- A. Purpose. See Section 1 above.
- B. Duration. See Section 2 above.
- C. Organization of Separate Entity and Its Powers. See Section 9 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. This Agreement may be filed with the Parties' respective City Clerks and published on the Parties' websites, as available.
- F. Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination. See Section 3 above.

H. Property upon Termination. No property acquisitions expected, see Section 5 above.

I. Contract Administration. See Section No. 4 above.

IN WITNESS WHEREOF, the Parties hereby execute the above Agreement to be executed on the date and year set forth herein.

Dated this _____ day of _____, 2025.

CITY OF SPOKANE
PARKS AND RECREATION

CITY OF SPOKANE VALLEY

By _____
Director of Parks and Recreation

By _____
City Manager

Attest:

Attest:

By _____
City Clerk

By _____
City Clerk

Approved as to Form:

Approved as to Form:

By _____
Assistant City Attorney

By _____
Office of the City Attorney

M24-264