



City of Spokane Park Board Recreation Committee Meeting

Wednesday, Dec. 2, 5:15-6 p.m.
WebEx virtual meeting Call in: 408-418-9388

Access code#: 146 812 5049 Password#: wRbgtd589

Jennifer Papich – Recreation Director

Committee Members:

Lodato, Sally – Chair
Gilman, Greta
Nick Sumner
Bob Anderson

Other Board Members:

Notice is hereby given that, pursuant to Gov. Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until the termination of the COVID-19 State of Emergency or 11:59 p.m. Dec. 7, 2020, whichever occurs first.

The special meeting of the City of Spokane Park Board Recreation Committee will be held virtually via WebEx teleconferencing at 5:15 p.m. Wednesday, Dec. 2. The public will be able to listen to the meeting by calling 408-418-9388 and enter the access code 146 812 5049 when prompted. Written public comment may be submitted via email or mail. Comments must be received no later than 1 p.m. Dec. 2 by email to <mailto:spokaneparks@spokanecity.org> or mail to: Park Board Recreation Committee, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

AGENDA

Action Items:

1. 2021 Recreation Centers Contract Renewal for the combined amount of \$638,578 ~ Jennifer Papich

Standing Report Items:

1. Recreation / Marketing Report ~ Jennifer Papich & Fianna Dickson

Agenda 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. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or 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

Briefing Paper



Committee					
Committee meeting date					
Requester	Phone number:				
Type of agenda item	Consent	Discussion	Information	Action	
Type of contract/agreement	New	Renewal/ext.	Lease	Amendment/change order	Other
City Clerks file (OPR or policy #)					
Item title: (Use exact language noted on the agenda)					
Begin/end dates	Begins:		Ends:		Open ended
Background/history:					
Motion wording:					
Approvals/signatures outside Parks: Yes No					
If so, who/what department, agency or company:					
Name:		Email address:		Phone:	
Distribution:					
Parks – Accounting					
Parks – Pamela Clarke					
Requester:					
Grant Management Department/Name:					
Fiscal impact: Expenditure Revenue					
Amount:		Budget code:			
Vendor: Existing vendor New vendor					
Supporting documents:					
Quotes/solicitation (RFP, RFQ, RFB)			W-9 (for new contractors/consultants/vendors)		
Contractor is on the City's A&E Roster - City of Spokane			ACH Forms (for new contractors/consultants/vendors)		
UBI:			Insurance Certificate (min. \$1 million in General Liability)		
Business license expiration date:					

City Clerk's No. _____



**CITY OF SPOKANE
PARKS & RECREATION DIVISION**

CONTRACT

Title:

THIS CONTRACT is between the **City of Spokane Parks and Recreation Division**, a Washington State municipal corporation, as ("City"), and **XXXXXX Community Center** a 501(C)(3) a non-profit corporation, whose address is xxxxxxxxx, Spokane, Washington, xxxxx as ("xxxxxxx"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the *XXXXXX Community Center* provides 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 *XXXXXX Community Center* in partnership to deliver recreational services to citizens;

NOW THEREFORE, the parties agree as follows:

1. **PERFORMANCE.** The *XXXXXX Community Center* shall provide services in accordance with the attached Scope of Services. The *XXXXXX Community Center* shall mention in all of its advertising, brochures, and schedules distributed to the public, that the services are co-sponsored by the Spokane Parks and Recreation Division.
2. **USE OF PREMISES BY CITY.** The City shall have the option to use the *XXXXXX Community Center* premises for Parks and Recreational programs when the *XXXXXX Community Center* is not utilizing the premises. The premises shall not be used for any other purpose without the consent of the *XXXXXX Community Center*. The City's use of the premises shall in no way be exclusive, and shall not infringe upon the *XXXXXX Community Center* primary usage of the premises. City's use of the premises shall be at no cost. Any additional costs incurred by the *XXXXXX Community Center* will be agreed upon prior to the use, and shall be billed to the City.
3. **COMPENSATION.** The City shall pay the *XXXXXX Community Center* \$\$\$\$\$\$ 00/100 DOLLARS (\$\$\$\$\$\$), from available **City funds to help pay recreational programming costs and related operational expenses**. Any expenditures exceeding that amount will be billed to the *XXXXXX Community Center*. The City reserves the right to revise this amount in any manner in which the City may deem

appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the *XXXXXX Community Center* thirty (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

4. PAYMENT. The *XXXXXX Community Center* shall send monthly applications of one-twelfth (1/12) of the total Contract to the City's Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment should be made via direct deposit/ACH within thirty (30) days after receipt of the *XXXXXX Community Center* application except as provided by state law. Invoices should be sent electronically to the Director of Recreation or designee with the monthly report for the month being invoiced. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TERM. This Contract shall begin January 1, 2021 and run through December 31, 2021, unless terminated earlier.

6. 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 including gender expression or gender identity, 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. The *XXXXXX Community Center* agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the *XXXXXX Community Center*.

7. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

8. TAXES. The *XXXXXX Community Center* 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 *XXXXXX Community Center* shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 and employees are additional insureds, but only with respect to the XXXXXX Community Center services to be provided under this Contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the XXXXXX Community Center General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the XXXXXX Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the XXXXXX Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by AM Best. Copies of all applicable endorsements shall be provided. The XXXXXX Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. AUDIT. The XXXXXX Community Center shall maintain for a minimum of three (3) years following final payment, all records related to its performance of the Contract. The XXXXXX Community Center shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such records. 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 XXXXXX Community Center 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. REPORTS AND MEETINGS.

- A. The XXXXXX Community Center shall communicate with the Parks and Recreation Division through the City's Director of Parks and Recreation, or designee.

- B. The XXXXXX *Community Center* shall submit to the City's Director of Parks and Recreation, or designee, monthly reports on or before the 10th of every month for the previous month, detailing its contractual performance including:
 - i. Monthly Attendance Reports for Activities conducted at the center funded by Parks Funds; and
 - ii. Staff and Volunteer hours (unique number of volunteers with hours for each); and
 - iii. List of Recreation Activities – not meals; actual activities; and
 - iv. List of Operational Expenses paid for with City funds that directly enables the Center's ability to provide recreational programming.
- C. The Director of Parks and Recreation, or designee, shall be welcome to attend all board meetings of the XXXXXX *Community Center*.
- D. At the end of the calendar year, the XXXXXX *Community Center* shall submit an annual financial statement to the City's Director of Parks and Recreation, or designee, showing all expenditures and revenues of the non-profit corporation for the prior year.
- E. The XXXXXX *Community Center* shall submit a 2021 annual Financial Statement to the Spokane Parks and Recreation Division on or before March 31, 2021. In addition to the Annual Financial Statement, the following needs to be submitted:
 - i. A copy of the first two pages of the IRS Form 990 when filed each year.
- F. The Spokane Parks and Recreation Division will provide the opportunity for the XXXXXX *Community Center* to list activities in the Spokane Parks and Recreation's seasonal Activity Guide. The type and number of programs allowed will be decided upon by the City's Director of Parks and Recreation, or designee.
- G. The Director of the XXXXXX *Community Center*, or designee, is required to attend quarterly Recreation Supervisor meetings and any other mandatory meetings established by the City's Director of Parks and Recreation, or designee.

13. INDEMNIFICATION. The XXXXXX *Community Center* shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the XXXXXX *Community Center's* negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the XXXXXX *Community Center* to indemnify the City against and hold harmless the City from claims, demands or suits based solely

upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the XXXXXX *Community Center* agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the XXXXXX *Community Center*, its agents or employees. The XXXXXX *Community Center* specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the XXXXXX *Community Center* 's own employees against the City and, solely for the purpose of this indemnification and defense, the XXXXXX *Community Center* specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The XXXXXX *Community Center* recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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 and regulations.

16. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

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 this Contract.

21. DEBARMENT AND SUSPENSION. The XXXXXX *Community Center* has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

Dated: _____

CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: _____

Title: _____

Dated: _____

XXXXXX Community Center

Email Address: _____

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Attachment A – Certificate Regarding Debarment

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)