



Spokane Park Board Recreation Committee
5:15 p.m. Wednesday, May 3, 2023
In Person: Spokane Public Library at Liberty Park
Conference Room - 402 South Pittsburg Street
Spokane, WA 99202
WebEx virtual meeting:
Call in: 408-418-9388 Access code: 2481 090 4460
Jennifer Papich – Recreation Director

Committee Members:

Sally Lodato – Chair
Greta Gilman
Bob Anderson

The Recreation Committee meeting will be held in-person in the **Spokane Public Library at Liberty Park Conference Room - 402 South Pittsburg Street, Spokane, WA 99202** and virtually via WebEx at 5:15 p.m. Wednesday, May 3, 2023. Committee members, staff, presenters and the public still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code **2481 090 4460**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 12 p.m. May 3 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 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

Call to order – Sally Lodato

Public comment – Sally Lodato

Action Items:

1. [EPI Pen Emergency Administration Policy](#) – Ryan Griffith
2. [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](#) – Jennifer Papich

Discussion items:

1. [Community Center Capital Grant Program](#) – Jennifer Papich
2. [Recreation Programs Cost Recovery Policy](#) – Jennifer Papich

Standing Report Items:

Recreation Report – Jennifer Papich & Ryan Griffith

Adjournment

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. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@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	Recreation Committee meeting date: May 3, 2023		
Requester	Ryan Griffith Phone number: 509-625-6680		
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 I: Obj. 2 (Inclusion)	Master Plan Priority Tier: (pg. 171-175)	Tier 1
Item title: (Use exact language noted on the agenda)	EPI Pen Emergency Administration Policy		
Begin/end dates	Begins: 06/01/2023	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history: Spokane Parks and Recreation ("Parks") seeks to provide a safe environment for staff and participants who are at risk of severe allergic reactions, and desires to accommodate requests for a person to participate in a program where immediate access to an EPI Pen may be required. Parks is committed to training its staff so they are able to administer EPI Pens with the goal of ensuring that anyone suffering severe allergic reaction will be treated appropriately and enabled to access emergency services promptly.			
Motion wording: Motion to approve the EPI Pen Emergency Administration Policy			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Ryan Griffith Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: NA Budget code: NA			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT DEPARTMENT POLICY AND PROCEDURE	DEPT –1400
TITLE: EPI Pen Emergency Administration Policy EFFECTIVE DATE: June 1, 2023 REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

- 1.1 Spokane Parks and Recreation (“Parks and Recreation” or “Parks”) seeks to accommodate requests for persons to participate in a Parks program where immediate access to an EPI pen may be required.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to Parks and Recreation Department.

3.0 REFERENCES

RCW 70.54.440

4.0 DEFINITIONS

4.1 “Administer” means the direct application of an epinephrine autoinjector to the body of an individual.

4.2 “Authorization to Administer Medication” means the Epinephrine Authorization form included in the Appendix.

4.3 “Action Plan” means the EPI-Pen Action Plan form included in the Appendix.

4.4 “Epinephrine” means a chemical that narrows blood vessels and opens airways in the lungs. Epinephrine injection is commonly used to treat severe allergic reactions (anaphylaxis) to insect stings or bites, food, drugs, and other allergens.

4.5 “Epinephrine autoinjector” or “EPI Pen” means a single-use device used for the automatic injection of a premeasured dose of epinephrine into the human body.

4.6 “Parent/Guardian Statement of Understanding” means the Parent/Guardian Statement of Understanding form included in the Appendix.

4.7 “Self-administration” means a person’s discretionary use of an epinephrine autoinjector.

5.0 POLICY

5.1 Spokane Parks and Recreation (“Parks”) seeks to provide a safe environment for staff and participants who are at risk of severe allergic reactions, and desires to accommodate requests for a person to participate in a program where immediate access to an EPI Pen may be required. Parks is committed to training its staff so they are able to administer EPI Pens with the goal of ensuring that anyone suffering severe allergic reaction will be treated appropriately and enabled to access emergency services promptly.

5.2 Prior to administering epinephrine, staff must have completed Epinephrine Administration (EPI) Training as required by RCW 70.54.400. The training must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity or individual approved by the health department and must, at a minimum, cover:

- a. Techniques on how to recognize symptoms of severe allergic reactions, including anaphylaxis;
- b. Standards and procedures for storage and administration of an epinephrine autoinjector; and
- c. Emergency follow-up procedures.

5.3 Each program/facility will have an EPI trained staff. Assisted administration and administration of Epinephrine will comply with the required training.

5.4 Parks and Recreation will not administer epinephrine unless and until a fully completed Authorization Form and Action Plan is provided, regardless of whether or not an EPI Pen is provided in advance by or on behalf of the parent/guardian.

- 5.5 An accommodation request should be received at least four weeks prior to the start date to allow time for staff to be identified and trained. Additional time may be required to allow for required review and training as identified in this policy and procedure.
- 5.6 An accommodation request must include a Statement of Understanding and an Authorization to Administer Medication on forms provided by Parks and Recreation and completed by the parent or legal guardian of each participant requiring an EPI Pen.
- 5.7 An accommodation request must also include an Action Plan completed by the participant's physician. The original will be kept in the office and a copy will be given to the supervisor of the program the participant is attending.
- 5.8 After registration is complete, individual user must contact facility in advance of each use to notify them of planned attendance. If a registration program with regularly scheduled class sessions is planned, a single notification for that program is appropriate.
- 5.9 The EPI Pen would be delivered to the site each day and given to an identified employee who has completed the required training and who will assume responsibility for the care of the pen during time at the program. Transfer of the EPI Pen is recorded in daily log sheet.
- 5.10 EPI Pens must be in a clearly marked bags with participant(s)' name(s) on it and the medication should be in its original container with the pharmacy label, which shows the date of filling, pharmacy name and address, the filling pharmacist's initials, the serial number of the prescription, the name of the patient, name of prescribing practitioner, name of prescribed medication, directions for use and cautionary statements, if any, contained in such prescription or required by law. The EPI Pen should be stored in a cooled lunch bag / container and given to the program director upon arrival at the program. The EPI Pen will be kept in a designated area on site.
- 5.9 The program director is responsible for making sure all staff are aware of the location of EPI Pens.
- 5.10 The designated EPI Pen location should be kept out of reach of program participants.

6.0 PROCEDURE

6.1 Program staff may administer Epinephrine when:

- a. The participant's parent or legal guardian has previously submitted an accommodation request accompanied by a completed Statement of Understanding, an Authorization to Administer Medication, and an Action Plan.
- b. The participant has a history of allergies or allergic reactions.
- c. The participant is having a severe allergic reaction.
- d. The participant asks for assistance in administering their epinephrine or is otherwise incapable of self-administration.

6.2 In the event an EPI Pen needs to be administered to a participant, the following procedure should be followed:

- a. One staff member should stay with the participant suffering the reaction.
- b. Additional staff should clear the area of other participants and call 911 ***Immediately***.
- c. Administer the epinephrine at the first sign of reaction, however slight (e.g., itching or swelling of the lips/mouth in food allergic children). **There are no contraindications to the use of epinephrine for a potentially life-threatening allergic reaction.**
- d. Note time of administration and relay all information to EMS when they arrive.
- e. Staff should contact a member of the Parks and Recreation administration team immediately.
- f. Complete an Incident Report form and submit it to a member of the Administration staff.

6.3 In the event of an unplanned staff absence where no one on site has the required training, the individual user will need to provide their own support person for that day.

7.0 RESPONSIBILITIES

The Director of Parks and Recreation shall administer this policy.

8.0 APPENDICES

8.1 Parent / Guardian Statement of Understanding

8.2 Epinephrine Authorization

8.3 EPI Pen Action Plan

APPROVED BY:

City Attorney

Date

Director

Date

Appendix



Spokane Parks & Recreation

Parent /Guardian Statement of Understanding

Anaphylaxis / EpiPen (Auto-Injector) Policy

The Spokane Parks and Recreation (SPRD) staff seeks to provide a safe environment for staff and participants who are at risk of severe allergic reactions. The SPRD staff is trained in the signs and symptoms of anaphylaxis and the administration of EpiPens. The staff will ensure that anyone suffering a severe allergic reaction will be treated appropriately and emergency services will be promptly contacted.

- ☐ I have received and read the SPRD Anaphylaxis/EpiPen (Auto-Injector) Policy and understand the SPRD will ***NOT*** administer an EpiPen unless and until a fully completed Authorization Form and Action Plan are both provided, regardless of whether or not an EpiPen is provided in advance by or on behalf of the parent/guardian.
- ☐ I have received the SPRD Anaphylaxis/EpiPen (Auto-Injector) Policy and although my child has an EpiPen, I am not requesting EpiPen administration for my child.

Child's Name

Parent/Guardian's Signature

Date

Printed Name:

Printed Name:

Suggestion:

Child's Name

Parent/Guardian Name

Parent/Guardian's Signature

Date

EPINEPHRINE AUTHORIZATION



Part I Parent or Guardian to Complete

I hereby authorize the Spokane Parks & Recreation Department ("SPRD") staff to administer epinephrine injection(s) to the child identified below ("Child") as directed by the physician (Part II). On behalf of myself and the Child, and our respective agents, heirs, personal and legal representatives, assigns, and any person claiming by, under, or through either of us (collectively, "Releasers"), I agree to release, indemnify, agree not to sue, and hold harmless, SPRD and the Town of Spokane, and their employees, staff members, directors, officers, related entities, agents and representatives from and against any and all lawsuits, claims, expenses, costs (including attorney's fees), demands, causes of action, injuries, obligations, liabilities, and actions, etc. (collectively, "Claims"), both at law and in equity, directly or indirectly, arising from, in connection with, or related to, the administering of epinephrine injection(s), including but not limited to personal injury or property damage and/or any Claims in tort, contract and/or otherwise. I am aware that the injection(s) may be administered by a specifically trained non-health professional. I have the authority to sign this form. I understand that my execution of this form is voluntary. I have read the procedures attached to this form and, on behalf of myself and the Releasers, assume responsibility and all risks as required.

I understand that emergency medical services (EMS) and parent will always be contacted, and I consent to such contact, when epinephrine is administered, whether or not the child manifests any symptoms of anaphylaxis.

The SPRD will not administer epinephrine unless and until a fully completed Authorization Form and Action Plan is provided, regardless of whether or not an epipen is provided in advance by or on behalf of the parent/guardian.

Name of Child		Date of Birth
Parent/Guardian Name		
Date of Authorization	Parent/Guardian Signature	

Part II Child's Physician to Complete

Emergency injections are administered by nonhealth professionals. For this reason, only premeasured doses of epinephrine may be given. It should be noted that staff members are not trained observers. They cannot observe for the development of symptoms before administering the injection.

Name and Dosage of Medication

Date medication administration begins	Date medication ends (if known)
---------------------------------------	---------------------------------

The above named injection will be given immediately after report of exposure to (indicate specific allergens):

Route of exposure: (circle all that apply) ingestion skin contact inhalation insect sting or bite

Other:

Possible adverse reactions

Other helpful information for child care staff (use back of sheet if necessary)

Physician's Name	Telephone
------------------	-----------

Physician's Signature	Date
-----------------------	------

Part III Program Director to Complete

☐

Parts I and II above are complete and include signatures. (It is appropriate if all items in Part II are written on physician's stationery or prescription pad.)

☐

Medication is appropriately labeled.

Date of medication expiration. Parent must collect expired medication immediately upon expiration.

Director Signature

Date

SPOKANE PARKS & RECREATION EPIPEN ACTION PLAN



Participants Name: _____ D.O.B _____ Gender: _____

Allergic to: _____

EpiPen: Yes ☐ No ☐

Give Checked Medication**

(To be determined by a physician authorizing treatment)

Symptoms:

- If a food allergen has been ingested, but no symptoms
- Mouth Itching, tingling, or swelling of lips, tongue, mouth
- Skin Hives, itchy rash, swelling of the face or extremities
- Gut Nausea, abdominal cramps, vomiting, diarrhea
- Throat* Tightening of throat, hoarseness, hacking cough
- Lung* Shortness of breath, repetitive coughing, wheezing
- Heart* Thready pulse, low blood pressure, fainting, pale, blueness
- Other _____
- If reaction is progressing (several of the above areas affected), give:

<input type="checkbox"/>	Epinephrine	<input type="checkbox"/>	Antihistamine
<input type="checkbox"/>	Epinephrine	<input type="checkbox"/>	Antihistamine
<input type="checkbox"/>	Epinephrine	<input type="checkbox"/>	Antihistamine
<input type="checkbox"/>	Epinephrine	<input type="checkbox"/>	Antihistamine
<input type="checkbox"/>	Epinephrine	<input type="checkbox"/>	Antihistamine
<input type="checkbox"/>	Epinephrine	<input type="checkbox"/>	Antihistamine
<input type="checkbox"/>	Epinephrine	<input type="checkbox"/>	Antihistamine

*The severity of symptoms can change quickly, *Potentially life-threatening

DOSAGE

Epinephrine: inject intramuscularly ☐ EpiPen ® ☐ EpiPen ® Jr. ☐ Twinject™ 0.3 mg ☐ Twinject™ 0.15 mg
Other: _____

Antihistamine: give _____
(Medication/dose/route)

****Spokane Parks & Recreation Department must have any/all medications on site, in original container, with child's name clearly labeled****

Other instructions / directions: _____

STEP 2: EMERGENCY CALLS

- 1) Call 911. State that an allergic reaction has been treated and additional epinephrine or antihistamine may be needed
- 2) Dr. _____ at _____ Phone: _____
- 3) Emergency Contacts (*other than Primary Guardian(s)*):
Name / Relationship _____ Phone: _____
Name / Relationship _____ Phone: _____
Name / Relationship _____ Phone: _____

EVEN IF PARENT/GUARDIAN CANNOT BE REACHED, DO NOT HESITATE TO MEDICATE OR TAKE CHILD TO MEDICAL FACILITY!

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____

Physician Signature: _____ Date: _____

Spokane Park Board

Briefing Paper



Committee	Recreation Committee meeting date: May 3, 2023		
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: 05/22/2023	Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
Background/history: Spokane Valley wishes to enter into a joint use agreement with Spokane Parks and Recreation 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.			
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: James Richman, Legal Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: NA Budget code: NA			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

**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 (“Agreement”), made and entered this ____day of _____, 2023, by and between the City of Spokane, a Washington municipal corporation, by and through its Parks and Recreation Department (“Spokane Parks”), and the City of Spokane Valley, a Washington municipal corporation (“Spokane Valley”), jointly hereinafter referred to as the "Parties."

WITNESSETH:

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

WHEREAS, pursuant to the provisions of Chapter 39.34 RCW, two or more public entities may jointly contract between each other to perform functions which each may individually 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, in this Agreement, the Parties wish to outline their respective roles and responsibilities in this collaboration with regard to registration, supervision, payment, and administration of the recreational programs.

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

SECTION 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.

SECTION 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, 2024 unless terminated sooner as provided herein.

SECTION 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.

SECTION 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

SECTION 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

- 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 equipment, qualified instructors, guides, and transportation as needed for Joint Recreational Programs. 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 will 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 throughout the registration process for program coordination and logistical purposes.
- 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 be paid after classes have completed upon presentation of an invoice to Spokane Valley from Spokane Parks. Payment shall be sent to the City of Spokane Finance Department at 808 W Spokane falls Blvd, Spokane, WA 99201.

SECTION 6: INDEMNITY & 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 relating to or arising out 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 relating to or arising out of this Agreement.

SECTION 7: INSURANCE

Each party agrees to procure and maintain for the duration of this agreement, General Liability Insurance with minimum coverage limits in the amount of \$1,000,000 per occurrence and statutory Workers Compensation coverage for their employees & volunteers. Proof of Insurance shall be submitted to each party upon request with a current Certificate of Insurance that names the other parties as Additional Insured. Alternatively, a Party may submit a letter of self-insurance.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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 material 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.

SECTION 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.

SECTION 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. 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. Ratification. By execution of this Agreement, the Parties hereby ratify prior actions of their counterpart with respect to registering participants for the programming outlined in Exhibit A.
- G. 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.
- H. 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.
- I. Venue Stipulation. This Agreement shall be construed under the laws of 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.

SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** See Section No. 9 above.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** See Section No. 12 above.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 3 above.
- H. **PROPERTY UPON TERMINATION:** See Section No. 5 above.
- I. **CONTRACT ADMINISTRATION.** See Section No. 4 above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year set forth herein above.

City of Spokane

City of Spokane Valley

Director of Parks and Recreation

City Manager

Attest:

Attest:

City Clerk

City Clerk

Approved as to form:

Assistant City Attorney

Approved as to form:

Office of the City Attorney

Exhibit A – Scope of Services

Summer 2023 descriptions:

Outdoor Recreation Partnership:

Wildflower Walks with Transportation

Spring is a wonderful time of year when the land around us takes a big, deep breath after a long Winter's slumber. We have a wonderful series of hikes planned with beginner, novice, and intermediate difficulties. There should be 2-3 different types of flowers blooming during any of the journeys listed below and gorgeous views of the surrounding area as our world wakes up and shows off its beauty! Attendees should wear sturdy footwear and be ready for changing weather conditions. Each trip is led by two guides and transportation is provided from in-town meeting locations. All three hikes leave from the headquarters of Spokane Valley Parks & Recreation where multiple bus routes can deliver you to meet the guides and be whisked away for a wonderful adventure. New this year, we have two hikes which are sponsored by The Rocket Bakery so you can start off the morning with delicious drip coffee and an assortment of yummy baked goods! For each activity, the fee includes guides, transportation, and trekking poles. Any minors must register with an adult participant.

James T. Slavin Conservation Area

1 day | Ages 15+ | In partnership with Spokane Valley Parks & Recreation | Sponsored by The Rocket Bakery

Hike time: 3 hours | Terrain: mostly flat | Mileage: 3.5 - 5.5. Join us for an Earth Day hike in the biologically diverse James T. Slavin Conservation Area. This trail system boasts a variety of habitat types including ponds, upland pine and fir forests, wetlands, and grassy meadows. Its 628 acres is home to 121 species of birds! This area is relatively flat; we will hike at a comfortable pace depending on the group.

Meet at CenterPlace Regional Event Center, 2426 N Discovery Pl, Spokane Valley

McKenzie Conservation Area

1 day | Ages 15+ | In partnership with Spokane Valley Parks & Recreation

Hike time: 3 hours | Terrain: Moderate up and downhill; ~250ft elevation gain/loss | Mileage: 3 – 4.5

Join us for a hike in this beautiful conservation property along Newman Lake. This is a moderate 2–3-mile hike with an occasional steep hill. We'll travel through a forest of western red cedars, firs and pine trees as we travel to Turtle Rock to take in the majestic views of the lake, meadows, Mount Spokane, and surrounding areas. Meet at CenterPlace Regional Event Center, 2426 N Discovery Pl, Spokane Valley.

Canfield Gulch with Transportation

1 day | Ages 15+ | In partnership with Spokane Valley Parks & Recreation | Sponsored by The Rocket Bakery

Hike time: 3.5 hours | Terrain: Moderately Strenuous ~700ft elevation gain/loss | Mileage: 3 - 4

This moderate ramble leads you around the shoulder of Antoine Peak past slopes of coniferous forests and an historic fire pond. Antoine Peak Conservation Area provides unique recreational opportunities, protects the region's large mammal habitats, and preserves a critical wildlife corridor that connects the Spokane River Valley with Mount Spokane State Park. Meet at CenterPlace Regional Event Center,

2426 N Discovery Pl, Spokane Valley.

Therapeutic Recreation Program Partnership:

TRS Biking Program

Enjoy Spokane's natural beauty by bicycle. Participants need to be in physical condition and ride a bike safely. Make sure your bike is in good working order and helmet fits well. Meet at Mirabeau Point Park Trailhead, 13500 Mirabeau Parkway, Spokane Valley.

TRS Paint & Taste

1 day | Ages 14+ do you like painting and apple cider? Make a masterpiece of your very own while enjoying sipping on cider. No painting experience required.

Spokane Park Board

Briefing Paper



Committee	Recreation Committee meeting date: May 3, 2023		
Requester	Jennifer Papich Phone number: 509-363-5420		
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input checked="" type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" 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: (pg. 171-175)	Tier 1
Item title: (Use exact language noted on the agenda)	Community Center Capital Grant Program		
Begin/end dates	Begins: 05/22/2023	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history: Utilizing the Community Center dedicated 1950 funds, Recreation Department is providing an opportunity for the 10 Spokane Youth and Senior Center Association Members to apply for funding for one time capital expenses. The application process will launch in Mid May. There will be a time for applications to be submitted through June of 2023. The Recreation Committee of Park Board and any other designated parties will review all applications and determine the 2023 award recipients that will be announced at the August Recreation Committee of the Park Board. The goal is to open up to \$10,000 of total funding each year, so that this program will stretch beyond 2023. Awarded Centers will enter into an MOU with SPRD to be reimbursed for the agreed upon granted amount upon project completion and provided invoicing has been received. Priority will be given to applications for capital projects that, • increase park and recreation services to undeserved areas or populations, • promote inclusiveness and accessibility for all individuals, • offer long-term significant benefits to the community center and/or • demonstrate collaboration with other community funding.			
Motion wording: none, this is an informational discussion item			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name: _____			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: NA Budget code: NA			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

Spokane Park Board

Briefing Paper



Committee	Recreation Committee Committee meeting date: May 3, 2023		
Requester	Jennifer Papich Phone number: 509-363-5420		
Type of agenda item	<input type="radio"/> Consent <input checked="" type="radio"/> Discussion <input type="radio"/> Information <input 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 G: Obj. 2 (program fees)	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	Recreation Programs Cost Recovery Policy		
Begin/end dates	Begins: 01/01/2024	Ends:	<input checked="" type="checkbox"/> 06/01/2525
Background/history: This policy establishes uniform guidelines and cost recovery levels and goals for recreation programs, events, activities, and services. Establishing a cost recovery policy will accomplish the following: <ul style="list-style-type: none"> - Provide a structure to calculate fees for recreation programs - Cover appropriate costs based on who is served and type of program - Provide systematic frameworks for the potential removal of programs not generating the designated minimum cost recovery for that program. - The cost recovery of recreation activities will be managed and reviewed annually as part of the budget adoption process. - As part of the Cost Recovery process Recreation Department has an active survey out to the community to further educate ourselves on where our programing gaps are, where there are barriers for participation and where the needs and interests of the community are. 			
Motion wording: none, this is a discussion item			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: Email address: Phone:			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code:			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT DEPARTMENT POLICY AND PROCEDURE	DEPT 1400
TITLE: RECREATION PROGRAMS COST RECOVERY EFFECTIVE DATE: September 1, 2007 REVISION EFFECTIVE: January 1, 2024	

1.0 GENERAL

- 1.1 This policy establishes uniform guidelines and cost recovery levels and goals for recreation programs, events, activities, and services. Establishing a cost recovery policy will accomplish the following:
 - 1.1.1 Provide a structure to calculate fees for recreation programs.
 - 1.1.2 Cover appropriate costs based on who is served and type of program.
 - 1.1.3 Provide systematic frameworks for the potential removal of programs not generating the designated minimum cost recovery for that program.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy applies to the Spokane Parks and Recreation Department

3.0 REFERENCES

City Charter – Section 48. Park Board Powers

Park Board Rules – Section 14. General Operating Policies and Procedures, Rules and Appeals

Park Board Financial Management Policy as adopted December 8, 2005 Section V.a.ii

4.0 DEFINITIONS

4.1 Direct Program Costs Temporary and seasonal staff, contractor or instructor costs and any direct resources or costs that can be identified with the program.

4.2 Indirect Overhead Costs: The cost to cover full-time recreation staff and administration and the Recreation division's share of total Parks and Recreation executive administration, overhead and support.

5.0 POLICY

5.1 The Pricing Pyramid Model will be used to determine the percentage of cost recovery recreation activities should achieve. The levels have been developed using the Cost Recovery Pricing Pyramid Model. Activities are assigned to levels based on the definition of the level. The definitions for each level are as follows:

LEVELS	DEFINITION OF LEVELS
Level 5	These are enterprising activities or programs that are offered to generate revenue to lower the subsidy of the Recreation Division or are outside the core mission of the Recreation Division. Goal is to recover 200% of direct program costs which will be a full recovery of all direct program costs and all indirect overhead costs.
Level 4	These programs and activities have a higher individual focus and may be competitive or a highly specialized program activity. Goal is to recover 160% of direct program costs.
Level 3	These programs and activities are more interest specific and have more of an individual benefit or purpose to fulfill a specific recreational interest or need. These programs are often offered to stay with current recreational trends. Goal is to recover 145% of direct program costs.
Level 2	Programs or activities that fulfill the core mission of the Recreation Division that provide a community wide benefit. These programs and activities are general, basic, and non-specific to any one recreational activity or are generally accepted as traditional municipal youth programs. These programs are traditionally contracted out to our partner service providers. Goal is to recover 130% of direct program costs.
Level 1.5	Programs or activities that are exclusively part of the Therapeutic Recreation program supporting youth, teens, and adults with disabilities. Goal is to recover 100% of direct program costs.
Level 1	Programs or activities that fulfill the core mission of the Recreation Department. Enhancing the health, safety and livability of the community and therefore require the removal of a cost barrier for optimum participation. No target goals where cost recovery is concerned.

5.2 The cost recovery percentages increase from level 1 to 5. The activities within each level will be assigned cost recovery goals and each level will have a cost recovery target. The cost recovery target percentages by activity and level are listed below:

LEVEL	Direct Cost Recovery	Total Cost Recovery (Direct and Indirect)
1	N/A	N/A
1.5	100%	50%
2	130%	70%
3	145%	75%
4	160%	85%
5	200%	105%

6.0 PROCEDURE

The cost recovery of recreation activities will be managed and reviewed annually as part of the budget adoption process as follows:

6.1 Activities unable to meet their cost recovery targets will be reviewed by the Recreation Director for consideration of recommending appropriate action.

6.2 Strategies for achieving cost recovery will be established by staff. These strategies may include immediate or gradual action depending upon the best interests of maintaining a strong program and achieving the designated target for each level within a reasonable time-period and current fiscal conditions.

6.3 Activities may exceed the minimum established cost recovery percentage in the interest of achieving the target cost recovery for the level. Should the level exceed the established target of cost recovery then the level will be evaluated to determine if the target can/should be increased.

6.4 New activities are assigned to a level according to the Definition of Levels and may be given an evaluation period of one year and one month after first conducting the program before that activity is required to meet the corresponding cost recovery minimum.

7.0 RESPONSIBILITIES

The Director of the Parks and Recreation Department shall administer this policy

8.0 APPENDICES

None

APPROVED BY:

City Attorney

Date

Director

Date