



## Spokane Park Board Recreation Committee

5:15 p.m. Wednesday, Jul. 31, 2024

**In Person:** Conference Room "A"

The Hive, 2904 E. Sprague Ave. Spokane WA 99202

**WebEx virtual meeting:**

Call in: 408-418-9388 Access code: 2481 324 3444

Jennifer Papich – Recreation Director

### Committee Members:

Sally Lodato – Chair

Greta Gilman

Jennifer Ogden

The Recreation Committee meeting will be held in-person in the **Spokane Public Library, The Hive - Conference Room "A", 2904 E. Sprague Ave. Spokane WA 99202** and virtually via WebEx at 5:15 p.m. Wednesday, Jul. 31, 2024. Committee members, staff, and presenters 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 324 3444**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 1:15 p.m. Jul. 31 by email to: [spokaneparks@spokanecity.org](mailto: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. [Athletic Field Rental Fees and Sports Field Improvement Fee Increases](#) – Jennifer Papich

#### Discussion Items:

1. Project Joy Presentation – Harlan Henderson
2. West Central Community Center Presentation – Rick Harris
3. [MOU between Spokane Parks and Spokane Pickleball Club](#) – Jennifer Papich

#### Unfinished Business Items:

#### Standing Report Items:

1. Recreation Report – Jennifer Papich

#### 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [m\\_lowmaster@spokanecity.org](mailto:m_lowmaster@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.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Recreation Committee	<b>Committee meeting date:</b> July 31, 2024	
<b>Requester</b>	Jennifer Papich	<b>Phone number:</b> 509-363-5420	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K Obj. 5 (Maint & Care)	<b>Master Plan Priority Tier:</b>	Tier 1 (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	2025 Athletic Field Rental Fees and Sports Field Improvement Fee increases		
<b>Begin/end dates</b>	Begins: 01/01/2025	Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>To address our current shortfall in cost recovery for athletic field rentals, we need to reassess our pricing strategy. A comparative review of regional municipal rental rates reveals that our current rates are not aligned with market standards, exacerbated by inflation and the rising costs associated with aging field equipment. To streamline our approach and improve financial sustainability, we propose consolidating our existing rental rate structure. By eliminating separate rates for adults and youth, we aim to implement a unified rate that simplifies the rental process and enhances transparency. This adjustment is crucial for meeting our cost recovery goals and ensuring that our field maintenance and operational costs are adequately covered.</p>			
<b>Motion wording:</b>			
Approve 2025 Athletic Field Rental Fees and Sports Field Improvement Fee increases.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
<b>Distribution:</b>			
Parks – Accounting			
Parks – Sarah Deatrach			
Requester: Jennifer Papich			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:	Budget code:		
TBD	TBD		
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: n/a	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

**City of Spokane Parks and Recreation Athletic Use Fees**

SPRD reserves the right to adjust the cost of lights per hour based on the increase or decrease of utility costs. All reservations held at Dwight Merkel, Franklin Park, and SE Sports Complex will be subject to a \$5 per reservation (date/ time/ field) booking fee.

<b>2025 SPRD Proposed Field Fees</b>		
<b>Facility Name</b>	<b>Type of Use</b>	<b>Per Hour Fee</b>
<b>Dwight Merkel</b>	Diamond	<b>\$32.00</b>
	Turf	<b>\$57.00</b>
	Grass	<b>\$37.00</b>
<b>SE Complex</b>	Soccer Field	<b>\$27.00</b>
<b>Franklin</b>	Diamond	<b>\$21.00</b>
	Soccer Field	<b>\$25.00</b>
<b>Lights: All Complexes</b>	Light fee (per hour)	<b>\$18.00</b>
<b>Outlying Parks</b>	Athletic Fields	<b>\$4.00</b>

<b>Tournaments</b>			
	<b>Type of Use - Diamonds</b>	<b>Time Slots</b>	<b>Fee</b>
<b>Dwight Merkel</b>	Full Day (avg > 7+ hours)	8am-11pm	<b>\$2,100.00</b>
	Half Day (avg < 7 hours)	8am-3pm; 3pm-11pm	<b>\$1,100.00</b>
	<b>Type of Use- Grass Fields</b>	<b>Time Slots</b>	<b>Fee</b>
	Full Day (avg > 7+ hours)	8am-11pm	<b>\$3,000.00</b>
	Half Day (avg < 7 hours)	8am-3pm; 3pm-11pm	<b>\$1,500.00</b>
	<b>Franklin</b>	<b>Type of Use - Diamonds</b>	<b>Time Slots</b>
Full Day (avg > 7+ hours)		8am-11pm	<b>\$1,800.00</b>
Half Day (avg < 7 hours)		8am-3pm; 3pm-11pm	<b>\$900.00</b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Recreation Committee	<b>Committee meeting date:</b> July 31, 2024	
<b>Requester</b>	Jennifer Papich	<b>Phone number:</b> 509-363-5420	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input checked="" type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal B Obj. 1(Improvement)	<b>Master Plan Priority Tier:</b>	Tier 1 (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	Memorandum of Understanding between Spokane Parks and Recreation and Spokane Pickleball Club		
<b>Begin/end dates</b>	Begins: 09/18/2024	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> The purpose of this MOU is to establish and define the working relationship between the Spokane Pickleball Club (SPC) and the City of Spokane Parks and Recreation Division (PARKS), for growing and supporting pickleball throughout the city park system. SPC and PARKS will collaborate on programming, events, and initiatives aimed at fostering interest and participation in pickleball. Spokane Pickleball Club will act as a liaison between the pickleball community. Spokane Pickleball Club was incorporated to promote the sport through education, accessibility, special events, tournaments, and fundraising contributions for improvements and expansions in Spokane.			
<b>Motion wording:</b>			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:		Email address:	Phone:
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> UBI:	Business license expiration date:
<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)	



**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**MEMORANDUM OF UNDERSTANDING**

**Title: SPOKANE PICKLEBALL CLUB**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, as "PARKS", and the **SPOKANE PICKLEBALL CLUB (SPC)**, a 501(c)(3) corporation organized under the laws of the State of Washington, whose address is 304 W Pacific Ave STE 210, Spokane, WA 99201.

WHEREAS, PARKS owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services under the auspices of the Spokane Park Board and pursuant to Article V of the Spokane City Charter, and

WHEREAS, the purpose of this MOU is to establish and define the working relationship between the Spokane Pickleball Club (SPC) and the City of Spokane; Parks and Recreation Division (PARKS), for growing and supporting pickleball throughout the city park system.

WHEREAS, The Spokane Pickleball Club is a 501(c)(3) non-profit, grassroots organization dedicated to promoting the sport of pickleball; and

WHEREAS, PARKS currently provides a lower than average level of service for pickleball and the PARKS adopted 2022 park and natural lands master plan Goal B Objective 1 specifically recommends adding pickleball courts throughout the City of Spokane, including a regional pickleball complex; and

WHEREAS, PARKS is the owner of all public park facilities in the City of Spokane, portions of which are developed as recreational sport court facilities, which may dedicated to specific activities (tennis, pickeball, etc.) or which may contain shared uses atop the same court surface ; and

WHEREAS, The purpose of SPC is to unite pickleball players in the Spokane community, grow the amount of players and play facilities, and provide enhanced community access to pickleball opportunities for all; and

WHEREAS, SPC and PARKS will collaborate on programming, events, and initiatives aimed at fostering interest and participation in pickleball; and

WHEREAS, Spokane Pickleball Club was incorporated to promote the sport through education, accessibility, special events, tournaments, and fundraising contributions for improvements and expansions in Spokane; and

WHEREAS Spokane Pickleball Club will act as a liaison between the pickleball community and [City] Parks and Recreation Department; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, City of Spokane Parks and Recreation and Spokane Pickleball Club agree as follows:

The parties agree as follows:

1. PREMISES.

A. All PARKS owned public sport courts within the City of Spokane, which currently includes court complexes within 17 parks.

2. USE OF THE PREMISES.

A. Subject to paragraph 2.B. below, the Premises may be used by the Spokane Pickleball for pickleball play only and for no other purpose, without prior written approval from PARKS.

B. Public use shall be maintained and SPC shall not have exclusive rights to use the premises unless a Tournament Special Event permit has been obtained from City, subject to rules/conditions of the permit issued and fees established therein.

C. SPC may have regular court reservations for lessons/clinics and/or organized play, while also leaving courts open to public play. These reservations will be free of charge and scheduled through PARKS field allocations

D. The SPC agrees to comply with all laws of the United States and the State of Washington, and all ordinances of the City of Spokane, Washington, and the rules and regulations of the City of Spokane Parks and Recreation Department for the use and management of the Premises. It is Spokane Pickleball Club's responsibility to familiarize itself with these regulations.

E. The Spokane Pickleball Club shall not charge fees for entry to the Premises or use of the sports courts unless authorized through a City Special Event

permit or in partnership with the Spokane Parks and Recreation Department.

F. All revenues received by Spokane Pickleball Club derived from entry fees and user donations shall be dedicated to improvement of PARKS sport courts as outlined in section 4.

3. TERM.

A. This MOU will run for two (2) years, at which time its content will be reviewed. If there are no changes to the MOU after such review, the MOU shall be deemed to be extended for an additional five (5) years, subject to the mutual written agreement of the parties.

4. FEES.

A. PARKS shall not charge the SPC any fees for use of the Premises. In lieu of fees paid by SPC for use of PARKS facilities, SPC The consideration received by PARKS shall be the striping, improvements and overall stewardship of the citywide SRPD sport courts as outlined in sections 10 & 11. Revenues received by SPC shall be held in a dedicated account as outlined in section 6B and reported to PARKS in section 9.

5. TAXES.

A. Leasehold Excise Tax. Since it holds no lease on the Park property in question, the Spokane Pickleball Club does not owe any Leasehold Excise Tax. To the extent it is determined that Leasehold Excise Tax applies to this arrangement, SPC shall be responsible to pay the taxes.

B. Other Taxes. In addition, the SPC agrees to pay all other taxes imposed in connection with its holding or exercise of privileges under this MOU.

6. SPONSORSHIP AND CONCESSION RIGHTS.

A. The SPC is granted limited facility sponsorship rights as authorized by the Director of Parks and Recreation ("Director"). The SPC is authorized to secure event sponsorships through the Special Event process in accordance with Parks and Recreation policy

B. SPC funds may be deposited into a gift trust account as outlined in section 9.

C. The sale of all other food, beverages, and merchandise is to be done in coordination with PARKS and its assigns unless otherwise authorized by the Director.

7. PARK RESPONSIBILITIES.



- A. PARKS will provide access to facilities, maintain courts, and support SPC with promotional efforts.
- B. If the SPC needs road access, or vehicular access across park landscape area for a particular project, access may be granted by Parks with approval and at least with one week's advance notice of the work day.

8. SPOKANE PICKLEBALL CLUB RESPONSIBILITIES.

- A. The Spokane Pickleball Club would like to volunteer its services for the benefit of Spokane Parks and Recreation to further the growth and outreach of pickleball by utilizing membership dues, tournament fees and fundraising dollars to fund court supplies and improvements such as pickleball nets, court resurfacing & striping projects, court upgrades and new court construction.
- B.
- C. SPC has inspected the Premises and accepts the Premises AS IS and, except as otherwise specifically provided in this MOU, no improvements by PARKS are necessary.
- D. SPC agrees to utilize the sport courts consistent with their mission to promote the sport of pickleball through community outreach, education, clinics, and amateur pickleball competitions.
- E. SPC will coordinate and submit special event applications and reservation agreements to PARKS and include any applicable extra fees.
- F. SPC will provide liability insurance coverage for all SPC-sponsored activities.
- G. SPC agrees to evaluate appropriate existing sport courts to determine suitability for the addition of pickleball courts.
- H. SPC agrees to focus initial court improvement efforts on the expansion and improvement of pickleball courts at Comstock Park and Mission Park. Improvements at these locations are anticipated to include more frequent court cleaning, court acrylic resurfacing, the addition of more courts by painting / re-striping, lighting enhancements, and court programming.
- I. SPC agrees to focus medium to long term fundraising efforts toward the goal of developing a future dedicated regional pickleball facility at Franklin Park. At full build-out it is anticipated that this complex would include up to 20 dedicated pickleball courts, lighting, an open air cover / roof, spectator seating, ada access pathways and associated appurtenances. Franklin Park was mutually determined between PARKS & SPC to be the most

suitable location for a regional sport court complex due its central location within Spokane, its proximity to the city's primary north/south arterial road, and the park's classification as a 'special use facility – sports complex' facility.

9. FINANCING

- A. SPC shall use reasonable efforts to raise the necessary construction, maintenance or supply costs for City pre-approved sport court projects.
- B. SPC will support and ensure that its fundraising activities are consistent with PARKS' vision, mission and goals, and its work will be compatible with these interests and goals and it will support PARKS' master plan(s).
- C. SPC has the ability to secure and direct privately-raised funds to PARKS for the benefit of PARKS' programs. SPC may direct funds to PARKS to support capital projects, programs, activities and needs of Spokane Pickleball.
- D. All SPC revenues generated from fundraising activity, donations, tournament entry fees shall be deposited into the dedicated Non-Profit SPC account. SPC shall provide PARKS an annual financial report as outlined in section 16.
- E.
- F. PARKS will seek grants and local contributions to match SPC club contributions and other donated or private funds. PARKS is not obligated to proceed with the project if sufficient alternate funding is not received.

10. SPOKANE PICKLEBALL CLUB FUNDED PROJECTS.

- A. SPC will coordinate with PARKS staff on all proposals, projects, and plans funded by its privately-raised funds. SPC acknowledges and agrees that Park Board approval shall be secured in advance of all such capital projects.
- B. Capital project proposals shall include comprehensive information pertaining to construction, maintenance, and operation requirements; restrictions; and warranties.
- C. SPC will not make any changes to permanent structures or add any permanent structures to facilities without PARKS approval.
- D. Proposed renovation, enhancement, and new development projects shall be considered on a 'case-by-case' basis.
- E. The parties agree to work together to create project design plans.

- F. Every effort will be made to create a design acceptable to the Parties. However, in the event the Parties cannot agree on the design, PARKS will make the final decision on the design.
- G. SPC shall submit all requests for permission to modify park grounds and/or facilities to PARKS prior to commencement of any such improvement. Requests must include a "Letter of Intent", accompanied by design plans (construction drawings and specifications) detailing the proposed modification.
- H. PARKS shall designate a qualified person to review proposed court improvement plans and specifications for conformance to PARKS development standards and provide input regarding the proposal. The qualified individual may request changes to the proposal, and shall recommend the improvements for approval or disapproval by the Recreation Director within 14 days of receipt.
- I. Upon approval of improvement plans, work may commence at a time mutually agreed upon between SPC & PARKS.
- J. Upon PARKS's disapproval of improvements plans, PARKS shall provide recommendations to SPC for revision of plans. Upon plan revision to incorporate comments, SPC may resubmit proposal for PARKS review for approval.
- K. After PARKS approval of design plans and upon commencement of approved improvements, PARKS shall designate a qualified person to inspect and confirm authorized improvements are constructed in accordance with agreed upon improvement plans, governmental approvals, permits and applicable laws.

11. SPOKANE PICKLEBALL CLUB AND SPOKANE PARKS AND RECREATION JOINT FUNDED PROJECTS

- A. Planning, preliminary design, detailed design and construction documentation for joint funded projects may be conducted either by SPC, PARKS, or their agents, so long as the designs are reviewed and approved by PARKS as outlined in section 10.
- B. Upon approval of final design and upon confirmation of full funding for the project PARKS will manage project procurement, bidding, and construction in a manner compliant with municipal public works construction.
- C. All applicable city procedures and policy's will be followed including requirement for the contractor to pay prevailing wage and be listed on the MRSC roster and provide PARKS proper insurance, business license information and any other requirements.

- D. A construction contract will be awarded for the project to the lowest responsive bidder, provided that funding available is sufficient for the project.

12. OWNERSHIP OF IMPROVEMENTS

- A. Following completion of any court improvements, the court improvements and any associated appurtenances shall become the property of PARKS.

13. PICKLEBALL COURT LINE AND SURFACE COLORS

- A. To help maintain consistency across the PARKS sport courts, pickleball court and line colors shall be painted using consistent color(s), regardless of whether PARKS, SPC, or their agents is conducted the striping work, as outlined below:
- B. Shared Use Racquet Courts (Tennis & Pickleball): Where tennis and pickleball are played on the same court surface,
- Tennis court lines: 'Textured White'
  - Pickleball court lines: 'Yellow'
  - Tennis court field / in-bounds area: 'Medium Green' or 'Dark Blue'
  - Out of Bounds Area: 'Red'
- C. Shared Use Racquet Courts (Pickleball & Basketball / other):
- D. Dedicated Pickleball Courts: Pickleball lines on dedicated pickleball courts:
- Pickleball court lines: 'Textured White'.
  - In-Bounds area (except kitchen): 'Dark Blue' / 'Dark Green'
  - Non-Volley Zone (kitchen): 'Light Blue' / 'Gray' / 'Light Green'
  - Out of Bounds Area: 'Light Green' / 'Red'
- E. When constructing or resurfacing dedicated pickleball courts, the non-volley zone (kitchen) shall be painted a lighter "tone-on-tone" color than the adjacent playable in-bounds area, and the out-of-bounds area shall be painted a contrasting color to the in-bounds court area.

14. ADVERTISING.

15. SPC shall submit copies of any material and/or flyers created to advertise the facility to PARKS for approval prior to distribution. SPC agrees that any printed material and social media used by the Spokane Pickleball Club when referring to a City facility shall include the words "City of Spokane Parks and Recreation" and be pre-approved by PARKS prior to posting.

16. EVALUATING AND REPORTING

- A. SPC will provide an annual report to the Spokane Park Board on programming, collaboration, outreach, fundraising and projects completed or in progress.
- B. SPC shall provide an annual financial statement to PARKS detailing all annual revenues, expenses, and account balances. SPC shall itemize funds which are dedicated to specific projects, maintenance, or programs.

17. IT IS FURTHER AGREED BY PARTIES:

- A. That lines of communication shall be kept open between parties in order to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

18. LIABILITY.

- A. In the performance of this MOU, SPC is an independent contractor and not an employee or agent of PARKS.
- B. SPC shall defend, indemnify and hold harmless PARKS and its officers and employees from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising directly or indirectly from SPC's use of the Premise and/or its exercise of the rights and privileges granted in this MOU or SPC's breach of any of its obligations under this MOU, provided that nothing herein shall require SPC to indemnify PARKS against and hold harmless PARKS from claims, demands or suits based solely upon the conduct of PARKS or the conduct of its agents, officers and employees, representatives, or contractors; and provided further that if the claims, demands or suits are caused by or result from the concurrent negligence of (a) SPC or its officers, employees, agents, representatives, contractors, or volunteers and (b) PARKS or its agents, officers, employees, representatives or contractors, this indemnity provision with respect to (1) claims, demands, or suits based upon such negligence (2) the costs to PARKS of defending such claims, demands, or suits shall be valid and enforceable only to the proportionate extent of SPC's negligence or the negligence of SPC's officers, employees, agents, representatives, contractors, or volunteers.
- C. SPC shall not allow liens of any kind to be placed against the Premises for any unpaid materials or laborer, and shall defend, indemnify and hold harmless PARKS in the event that liens arise as a result of contracts for services or materials entered into by SPC.

19. INSURANCE. The SPC shall purchase and maintain a comprehensive or commercial general liability insurance policy, naming the City of Spokane Parks and Recreation Department as additional insured, in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit coverage written on an occurrence form to cover bodily injury, death and property damage. The policy shall provide not less than thirty (30) days written notice to PARKS of any cancellation, non-renewal or material reduction in coverage. The insurance shall be primary and not excess or contributing. The certificate shall be submitted to PARKS at the time the SPC returns the signed MOU and is subject to review and approval by the City of Spokane Risk Manager.

20. ASSIGNMENTS. This MOU is binding on the parties and their heirs, 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.

21. ENTIRE AGREEMENT. Except as expressly stated herein, this MOU is the Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the matter of this MOU will bind the signatories to this MOU unless agreed to by both Parties in writing.

22. WAIVER OF PROVISIONS. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

23. DISPUTES. This MOU shall be performed under the laws of the State of Washington. Any litigation to enforce this MOU or any of its provisions shall be brought in Spokane County, Washington.

24. 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 MOU shall have or acquire any interest in it, 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 MOU.

25. 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 MOU 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 SPC 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 SPC.

26. MODIFICATION. Should either party wish to modify this MOU, either during the current year or any subsequent extensions, the party desiring the modification shall

submit the proposed changes for review by the other party. Only written approval of such proposed changes shall alter or modify this MOU. The party reviewing the requested changes shall either approve or reject the changes within ten (10) days. Either party may, at any time, call the other party to discuss alteration and/or review this MOU.

27. TERMINATION. This MOU may be terminated without cause by either party with thirty (30) days' notice of said termination. This MOU may be terminated for cause with ten (10) days' notice. The party being terminated shall have ten (10) days to appeal or request reconsideration of the termination by the terminating party. Should the terminating party's decision remain unchanged, either by affirmative response or no response, the termination shall be final.

28. SEVERABILITY. In the event any portion of this MOU should become invalid, the rest of the MOU shall remain in full force and effect.

29. DISPUTE RESOLUTION. All claims and disputes arising under or relating to this MOU are to be settled by binding arbitration in the state of Washington.

DRAFT