



## Spokane Park Board Recreation Committee

2:15 p.m. Wednesday, Nov. 06, 2024

**In-person:** Ponderosa Room, Woodland Center  
Finch Arboretum, 3404 W. Woodland Blvd, Spokane, WA 99224

### **WebEx virtual meeting:**

Call in: 408-418-9388 Access code: 2488 197 6642

Jennifer Papich – Recreation Director

### **Committee Members:**

Sally Lodato – Chair

Greta Gilman

Jennifer Ogden

The Recreation Committee meeting will be held in-person in the **Ponderosa Room, Woodland Center, Finch Arboretum, 3404 W. Woodland Blvd, Spokane, WA 99224** and virtually via WebEx at 2:15 p.m. Wednesday, Nov. 06, 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 **2488 197 6642**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 10:30 a.m. Nov. 06 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. [2025 Recreation Centers Contract for the combined amount of \\$638,578 \(no tax\)](#) – Jennifer Papich
2. [Inter-local Agreement between the City of Spokane Valley and the City of Spokane Parks and Recreation Departments regarding joint offering of certain recreation program classes](#) – Jennifer Papich

### **Discussion Items:**

1. Continued Aquatics Conversation for 2025

### **Unfinished Business Items:**

### **Standing Report Items:**

### **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 [mLOWmaster@spokanecity.org](mailto:mLOWmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Recreation			<b>Committee meeting date:</b> 11/6/2024												
<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 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)	G Objective 2			<b>Master Plan Priority Tier:</b>		First Tier										
				(pg. 171-175)												
<b>Item title:</b> (Use exact language noted on the agenda)	2025 Recreation Centers Contract Renewal for the combined amount of \$638,578 ~ Jennifer Papich															
<b>Begin/end dates</b>	Begins: 01/01/2025		Ends: 12/31/2025		<input type="checkbox"/> 06/01/2525											
<b>Background/history:</b>																
Corbin Senior Center, MLK Jr. Center at ECCC, West Central CC, Project Joy, MidCity Concerns, Southside CC, Southwest Spokane CC, Northeast Youth Center, Sinto Senior Center and the Hillyard Senior Center provide recreational services and opportunities to the community in partnership with SPRD. Parks provides partial funding to these Centers to help pay for their recreational programming costs. The combine amount of \$638,578 is accounted for in the approved 2025 Recreation Budget. There has been no change to this amount from 2024. Centers are required to provide monthly recreation program reports and monthly related operational expenses when submitting their invoices. The Spokane Youth and Senior Center Association also presents a report quarterly to Park Board.																
<table border="0"> <tr> <td>\$31,350.....Corbin Senior Center.....601-138-602...exp 10/31/25</td> <td>\$30,970.....Project Joy.....601-594-598...exp 11/30/25</td> </tr> <tr> <td>\$80,000.....Hillyard Senior Center.....600-170-203...exp 2/28/25</td> <td>\$77,210.....Sinto Senior Center.....600-261-820...exp 6/30/25</td> </tr> <tr> <td>\$18,525.....Mid-City Concerns.....601-141-611...exp 11/30/25</td> <td>\$106,563...Southside Community Center.....601-298-234...exp 8/31/25</td> </tr> <tr> <td>\$41,800.....MLK Center.....601-237-277...exp 3/31/25</td> <td>\$39,947.....Southwest Community Center.....601-948-085...exp 4/30/25</td> </tr> <tr> <td>\$139,538...Northeast Youth Center.....602-205-146...exp 5/31/25</td> <td>\$72,675.....West Central Community Center.....600-409-809...exp 12/31/24</td> </tr> </table>							\$31,350.....Corbin Senior Center.....601-138-602...exp 10/31/25	\$30,970.....Project Joy.....601-594-598...exp 11/30/25	\$80,000.....Hillyard Senior Center.....600-170-203...exp 2/28/25	\$77,210.....Sinto Senior Center.....600-261-820...exp 6/30/25	\$18,525.....Mid-City Concerns.....601-141-611...exp 11/30/25	\$106,563...Southside Community Center.....601-298-234...exp 8/31/25	\$41,800.....MLK Center.....601-237-277...exp 3/31/25	\$39,947.....Southwest Community Center.....601-948-085...exp 4/30/25	\$139,538...Northeast Youth Center.....602-205-146...exp 5/31/25	\$72,675.....West Central Community Center.....600-409-809...exp 12/31/24
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<b>Motion wording:</b>																
Approval of the 2025 Recreation Centers Contract Renewal for the combined amount of \$638,578.																
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No																
If so, who/what department, agency or company: Signatures from each Center Executive Director																
Name:		Email address:		Phone:												
<b>Distribution:</b>																
Parks – Accounting																
Parks – Sarah Deatrich																
Requester: Jennifer Papich																
Grant Management Department/Name:																
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue																
Amount:			Budget code:													
\$638,578.00			1400-54180-76902-54201													
<b>Vendor:</b> <input checked="" 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 MRSC Roster - City of Spokane			<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)													
<input checked="" type="checkbox"/> UBI: see above    Business license expiration date:			<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)													



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

**CONTRACT**

**Title: [REDACTED] CENTER**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and [REDACTED] **CENTER** a 501(C)(3) non-profit corporation, whose address is 827 West Cleveland Avenue, Spokane, Washington 99205, as ("[REDACTED] Center"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the [REDACTED] Center provides recreational services for senior citizens, and has successfully facilitated a variety of programs in cooperation with the City for past years; and

WHEREAS, it is the desire of the City to work with the [REDACTED] Center in partnership to deliver recreational services to senior citizens;

The parties agree as follows:

**1. PERFORMANCE.**

The [REDACTED] Center shall provide services, in accordance with the Scope of Services, which is attached as Attachment B and made part of this agreement. The [REDACTED] Center shall mention in all of its advertising, brochures, and schedules distributed to the public, that the services are co-sponsored by Spokane Parks and Recreation. In the event of a conflict between [REDACTED] Center and this City Contract, the terms of this contract will control.

**2. USE OF PREMISES BY CITY.**

The City shall have the option to use the [REDACTED] Center premises for Parks and Recreational programs when the [REDACTED] Center is not utilizing the premises. The premises shall not be used for any other purpose without the consent of the [REDACTED] Center. The City's use of the premises shall in no way be exclusive, and shall not infringe upon the [REDACTED] Center primary usage of the premises. City's use of the premises shall be at no cost. Additional costs incurred by the [REDACTED] Center will be agreed upon prior to the use, and shall be billed to the City.

**3. COMPENSATION / PAYMENT.**

The City shall pay the [REDACTED] Center [REDACTED], and applicable sales tax, from available City funds to help pay recreational programming costs and related operational expenses. Any expenditures exceeding that amount will be billed to the [REDACTED] 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 [REDACTED] 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.

The [REDACTED] Center shall submit its monthly applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the [REDACTED] Center's 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 [REDACTED] Center 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.

#### **4. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, [REDACTED] and shall run through December 31, [REDACTED] unless amended by written agreement or terminated earlier under the provisions.

#### **5. TAXES, FEES AND LICENSES.**

- A. [REDACTED] Center shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the [REDACTED] Center's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **6. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The [REDACTED] Center shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the [REDACTED] Center does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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 Agreement 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 [REDACTED] Center agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

## 8. INDEMNIFICATION.

The [REDACTED] 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 [REDACTED] Center's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a [REDACTED] 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 [REDACTED] Center's 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 [REDACTED] Center, its agents or employees. The [REDACTED] Center specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the [REDACTED] Center's own employees against the City and, solely for the purpose of this indemnification and defense, the [REDACTED] Center specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The [REDACTED] 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.

## 9. INSURANCE.

During the period of the Agreement, the [REDACTED] Center shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the [REDACTED] Center's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with [REDACTED] Center's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; 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 [REDACTED] Center or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the [REDACTED] Center shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City

of Spokane as "Additional Insured" specifically for [REDACTED] Center's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by AM Best. Copies of all applicable endorsements shall be provided. The [REDACTED] Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**10. DEBARMENT AND SUSPENSION.**

The [REDACTED] 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.

**11. AUDIT.**

The [REDACTED] Center and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The [REDACTED] Center and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

**12. ASSIGNMENT AND SUBCONTRACTING.**

The [REDACTED] Center shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the [REDACTED] Center shall incorporate by reference this Agreement, except as otherwise provided. The [REDACTED] Center shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the [REDACTED] Center from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

**13. REPORTS AND MEETINGS.**

- A. The [REDACTED] Center shall communicate with the Parks and Recreation Division through the City's Director of Parks and Recreation, or designee.
- B. The [REDACTED] Center shall submit to the City's Director of Parks and Recreation, or designee, monthly reports on or before the 10<sup>th</sup> 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 [REDACTED] Center.
- D. At the end of the calendar year, the [REDACTED] 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 [REDACTED] Center shall submit a [REDACTED] annual Financial Statement to the Spokane Parks and Recreation on or before March 31, [REDACTED]. 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 [REDACTED] 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 [REDACTED] Activity 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.

**14. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the [REDACTED] Center for all work previously authorized and performed prior to the termination date.

**15. STANDARD OF PERFORMANCE.**

The standard of performance applicable to [REDACTED] Center's services will be the degree of skill and diligence normally employed by professional [REDACTED] Center performing the same or similar services at the time the services under this Agreement are performed.

**16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the [REDACTED] Center shall be safeguarded by the [REDACTED] Center. The [REDACTED] Center shall make such data, documents and files available to the City upon the City's request. If the City's use of the [REDACTED] Center's records or data is not related to this project, it shall be without liability or legal exposure to the [REDACTED] Center.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

**17. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act



or action related to this Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

**18. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The [REDACTED] Center, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the [REDACTED] shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the [REDACTED] Center after the time the same shall have become due nor payment to the [REDACTED] Center for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the [REDACTED] Center. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

[REDACTED] CENTER

CITY OF SPOKANE  
PARKS AND RECREATION

By [REDACTED] XXXXXX  
Signature Date

By [REDACTED] XXXXXX  
Signature Date

[REDACTED]  
Type or Print Name

[REDACTED]  
Type or Print Name

Executive Director  
Title

Parks Executive Officer  
Title

Attest:

Approved as to form:

XXXXXXXXXX  
City Clerk

[REDACTED]  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Exhibit A – Certification Regarding Debarment
- Exhibit B – [REDACTED] Center Scope of Work

M23-244



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Recreation	<b>Committee meeting date:</b> 11/6/2024	
<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 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 H: Obj. 2 (Partnerships)	<b>Master Plan Priority Tier:</b>	Tier 1 (pg. 171-175)
<b>Item title:</b> (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		
<b>Begin/end dates</b>	Begins: 01/01/2025	Ends: 12/31/2027	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>			
<p>This is a new Inter-local Agreement based on the successful partnership in 2024 between Spokane Valley and the City of Spokane in the offering of agreed upon Outdoor and Therapeutic Recreation programs. Each party will advertise for the programs through their own agencies, each party shall take registrations for the programs Spokane Valley will register an agreed upon number of participants for the agreed upon programs. Parties will communicate throughout the registration process for program coordination and logistics. Upon course completion Spokane Valley agrees to pay Spokane Parks 70% of class registration they took in revenue as full compensation for everything done under this Agreement. We have entered into similar agreement with Spokane Valley and other municipalities in the past with success. Benefits of this partnership with Spokane Valley include increase marketing and awareness of our Recreation programs, increased participation in previously lower attended programs, and utilization of Spokane Valley facilities to house potential TRS and Outdoor programs.</p>			
<b>Motion wording:</b>			
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			
<b>Approvals/signatures outside Parks:</b> <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: <a href="mailto:jbottelli@spokanevalley.org">jbottelli@spokanevalley.org</a>	Phone: 509-720-5400
<b>Distribution:</b>			
Parks – Accounting		Megan Kapaun, Legal	
Parks – Sarah Deatrich			
Requester: Jennifer Papich			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: budget neutral		Budget code:	
<b>Vendor:</b> <input checked="" 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 MRSC Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 602-251-431    Business license expiration date:		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



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

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

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

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

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

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

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

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

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

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

**SPOKANE PARKS AND RECREATION DEPARTMENT:**

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

**CITY OF SPOKANE VALLEY:**

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

**Designated main contact:**

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

5. **PERFORMANCE**.

- A. The above-designated representatives will meet as needed to decide matters pertaining to the administration of the Joint Recreational Programs listed in Exhibit A.
- B. The Joint Recreational Programs listed in Exhibit A may be amended, modified, canceled, or added to through the mutual agreement of the above-designated representatives.
- C. Spokane Parks shall provide all 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 through 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 Boulevard, Spokane, WA 99201.

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

7. **INSURANCE.**

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; 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 thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

9. **ENTITIES / PROPERTY**.

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

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

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

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

13. **MISCELLANEOUS PROVISIONS**.

- A. Non-Waiver. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce any Party to sign this Agreement.
- C. Modification. 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, honorable discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- I. Venue Stipulation. This Agreement shall be construed under the laws of the Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

- A. Purpose. See Section 1 above.
- B. Duration. See Section 2 above.
- C. Organization of Separate Entity and Its Powers. See Section 9 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. This Agreement may be filed with the Parties' respective City Clerks and published on the Parties' websites, as available.
- F. Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination. See Section 3 above.
- H. Property upon Termination. No property acquisitions expected, see Section 5 above.



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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF SPOKANE  
PARKS AND RECREATION

CITY OF SPOKANE VALLEY

By \_\_\_\_\_  
Director of Parks and Recreation

By \_\_\_\_\_  
City Manager

Attest:

Attest:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

By \_\_\_\_\_  
Assistant City Attorney

By \_\_\_\_\_  
Office of the City Attorney

M24-264

## **Exhibit A- Scope of Services**

The Scope of Services for the Interlocal agreement is in the areas of Therapeutic Recreation Services programming and Outdoor Recreation Programming. Here are some examples of joint programs that could be offered through this agreement.

### **Therapeutic Recreation Programs**

#### **TRS Trivia Nights**

Bring your sack dinner and laugh with friends while playing Trivia. Fun Prizes will abound.

#### **TRS Paint & Taste**

Do you like painting and apple cider? Make a masterpiece of your very own while enjoying sipping on cider. No painting experience is required.

### **Outdoor Recreation Programs with or without Transportation**

After registration, registrants receive additional pre-trip information via email. For help determining if the activity is right for them, or questions about age restrictions, equipment, or other details, registrants may call us at 509-363-5414. Participants under 18yrs. must be with an adult except in youth-only programs.

#### **Hiking tours**

Partial day of full day adventures in the woods and green spaces around the Spokane area. Participants meet a central location where they meet the guides and are whisked away for a wonderful adventure. Fee includes guides, transportation, and trekking poles.

#### **Kayaking Tours**

Half day and full day kayaking tours on lakes and waterways in Eastern Washington. Participants meet a central location where they meet the guides and are whisked away for a wonderful adventure. Fee Includes guides, transportation, and kayaking equipment.

#### **Paddleboarding Tours**

Half day paddleboarding tours on lakes and waterways within 1 hour of Spokane. Participants meet a central location where they meet the guides and are whisked away for a wonderful adventure. Fee Includes guides, transportation, and paddleboarding equipment.

#### **Snowshoe Tours**

Half day and full day snowshoe tours at Mount Spokane State Park, Spokane County Conservation Areas, Wildlife Refuges, and Colville National Forest Trails. Participants meet a central location where they meet the guides and are whisked away for a wonderful adventure. Fee Includes guides, transportation, and snowshoeing equipment.

#### **Cross Country Skiing Tours**

Full day cross country ski tours at Son-Parks on Colville National Forest lands north of Spokane. Participants meet a central location where they meet the guides and are whisked away for a

wonderful adventure. Fee Includes guides, transportation, and cross-country skiing equipment. Participants should have basic cross-country ski skills or have taken a lesson prior to these trips.

### **Youth and Family Tours**

School's out! These family-oriented and kids-only activities will surely get you and your family excited about exploring outside. Our friendly guides love to share tips, tricks, and cool trivia to have you wanting to come back for more! Trips leave from a central location where participants meet the guides and are whisked away for a wonderful adventure. Fee includes guides, transportation, necessary activity equipment

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