



## Spokane Park Board Recreation Committee

2:15 p.m. Wednesday, Dec. 4, 2024

**In-person:** Ponderosa Room, Woodland Center  
Finch Arboretum, 3404 W. Woodland Blvd, Spokane, WA 9922

### **WebEx virtual meeting:**

Call in: 408-418-9388 Access code: 2487 422 2882  
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, Dec. 04, 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 **2487 422 2882**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 10:15 a.m. Dec. 04 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. [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:**

### **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 [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> 12/04/2024	
<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: n/a		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 Titles 35 and 35A RCW, Spokane Parks and Spokane Valley have the statutory authority to conduct recreational programs; and

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

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

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

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

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

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

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

**SPOKANE PARKS AND RECREATION DEPARTMENT:**

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

**CITY OF SPOKANE VALLEY:**

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

**Designated main contact:**

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

5. **PERFORMANCE.**

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

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

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

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

7. **INSURANCE.**

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

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

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

9. **ENTITIES / PROPERTY.**

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

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

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

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

13. **MISCELLANEOUS PROVISIONS.**

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

- C. Modification. Except as specifically denoted elsewhere in this Agreement, no modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. Assignment. No Party may assign its interest in this Agreement without the express written consent of the other Parties.
- E. Severability. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- F. Compliance with Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- G. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorable discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- H. Venue Stipulation. This Agreement shall be construed under the laws of the Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

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



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

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

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

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

CITY OF SPOKANE  
PARKS AND RECREATION

CITY OF SPOKANE VALLEY

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

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

Attest:

Attest:

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

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

Approved as to Form:

Approved as to Form:

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

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

M24-264