

City of Spokane Park Board Recreation Committee Meeting

5:15 p.m. November 03, 2021 WebEx teleconference meeting Jennifer Papich – Recreation Director

Committee members

X Sally Lodato – Chair X Greta Gilman X Nick Sumner X Bob Anderson Parks staff Jennifer Papich Ryan Griffith Kris Behr

SUMMARY

- The committee approved to recommend the Park Board accept the following:
 - 2022 Recreation Centers Contract Renewal for the combined amount of\$638,578 (no tax)
- Jennifer Papich presented the monthly recreation and marketing reports.

The next regularly scheduled Recreation Committee meeting is set for 5:15 p.m. Wednesday, Dec. 1, 2021, via WebEx.

MINUTES

The meeting was called to order at 5:17 p.m. by committee chair Sally

Lodato. Public comments: None

Action item

1. 2022 Recreation Centers Contract Renewal for the combined amount of \$638,578 (no tax) – Jennifer Papich presented the recreation centers contract renewal, which was broken down by yearly contributions across the 10 contracted centers. It is essentially identical to the 2021 contract. Parks and Recreation provide monthly funding to the centers, which support their recreation programs, with the option to utilize the center facilities for programing, provided it does not infringe on their primary usage. In addition, the centers are required to provide a detailed monthly attendance report, showing the number of programs, participants, and volunteer hours as well as operational expenses, which directly enable the ability to provide recreational programming. All centers are invited to list their programs in the quarterly recreation activity guide. Nick Sumner inquired whether this rate would impact the budgetary needs of the Parks and Recreation Department in the coming year considering the current economic trends. Jennifer Papich expressed little concern; and talked about the potential for future creative funding strategies for one-time center needs.

Motion #1 – Sally Lodato moved to approve the 2022 Recreation Centers Contract Renewal for the combined amount of \$638,578 (no tax) as presented.

Bob Anderson seconded, and the motion passed unanimously (4-0 vote). The committee agreed to present the recommendation to the Park Board as a consent agenda item.

Standing reports

- 1. Recreation report Jennifer Papich presented the monthly recreation report.
 - a. <u>The Fall Activity Guide</u>: The guide is electronic this season, however post cards were mailed to all past participants, as well as various electronic means reminding them how and where to view the guide.
 - b. Podium programming update: There has been a lot of excitement around the Youth Speed, Agility and Quickness and Track and Field programs. Paul Christiansen and Adriano Eva have been in on-going communication regarding setbacks. The programs were to begin fall of 2021; however, to ensure their success, the new start dates are anticipated to begin winter of 2022. Adult volleyball leagues should begin spring of 2022.
 - c. Aquatic Review: To date, there have been a total of 61,652 open swim attendees, which is less than half of the 2019 total. However, the Aquatics Program participants and revenue increased significantly. The revenue, to date, totals \$213,676 (which includes \$31,696 in private swim team reservations).
 - d. <u>Corbin Art Center</u>: The sewer replacement is still under construction, with new outside piping excavated and installed. The piping beneath the building will be lined in lieu of replacement beginning next week with a final anticipated completion date of Nov. 15.
 - e. <u>Outdoor Recreation</u>: Ryan Griffith indicated outdoor activities tend to slow in the fall; however, hiking programs are still popular through partnerships with Friends of Mt. Spokane, Dishman Hills Conservancy and an Idaho ghost town tour. Other

- upcoming activities include fat-bike, cross country skiing and snowshoeing with anticipated skate, ski and snowshoe lessons.
- f. <u>Therapeutic Recreation Services</u>: People are beginning to reengage since the start of the Covid-19 pandemic, with a 75% increase in ice skating.
- g. <u>Athletics</u>: Fall of 2021 saw the largest softball season ever, with 72 teams participating. In addition, there were 34 cornhole teams and 16 flag football teams, which are just now finishing their season.
- 2. <u>Marketing update</u>: The Winter Activity Guide is in production and should be available late November to early December and will be mailed to all past participants as well as electronic means.

Adjournment: The meeting was adjourned at 5:47 p.m.

The next regularly scheduled Recreation Committee meeting is set for 5:15 p.m. Wednesday, Dec. 1, 2021, via WebEx.

Spokane Park Board Briefing Paper



Committee	Recreation						
Committee meeting date	Nov. 3, 2021						
Requester	Jennifer Papich		Phone number: 50)9-363-5420			
Type of agenda item	Consent	Discussion	○ Information	Action			
Type of contract/agreement	New Re	newal/ext. OLease	OAmendment/change	order Other			
City Clerks file (OPR or policy #)							
Item title: (Use exact language noted on the agenda)	1. 2022 Recrea \$638,578 ~ Jen		Renewal for the combine	d amount of			
Begin/end dates	Begins: 01/01/2	2022 Ends:	12/31/2022	Open ended			
Background/history: 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 2022 Recreation Budget. There has been no change to this amount from 2021. 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. Motion wording: Approvals/signatures outside Parks: Yes No If so, who/what department, agency or company: Signatures from each of the centers							
Name:	Email address	S:	Phone:				
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name:							
Fiscal impact: C Expenditure	Revenue						
Amount:		Budget code:	/ \$72 675 West Control (Community Contor			
\$18,525 Mid City Concerns		-	/ \$72,675 West Central C	community Center			
\$31,350 Corbin Senior Center		\$106,563 Southside	•				
\$77,210 Sinto Senior Center		\$39,947 Southwest	•				
\$80,000 Hillyard Senior Center		•	Youth Center / \$41,800 N	√ILK Center			
Vendor: ○ Existing vendor Supporting documents: ○ Quotes/solicitation (RFP, RFQ, RFB) ○ Contractor is on the City's A&E Roster - Contractor is on the Cit		W-9 (for new	v contractors/consultants/v for new contractors/consult ertificate (min. \$1 million in	tants/vendors			

Updated: 10/21/2019 3:23 PM

City Clerk's	No



CITY OF SPOKANE PARKS & RECREATION DIVISION

CONTRACT

Title: XXXX

THIS CONTRACT is between the **City of Spokane Parks and Recreation Division**, a Washington State municipal corporation, as ("City"), and **XXXXX**, a 501(C)(3) a non-profit corporation, whose address is 4001 North Cook, Spokane, Washington 99201, as ("**XXXXX**"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the XXXXXX provides recreational services for 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 *XXXXX* in partnership to deliver recreational services to citizens;

NOW THEREFORE, the parties agree as follows:

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

The City shall give the XXXXXX thirty (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

- 4. <u>PAYMENT</u>. The *XXXXXXX* shall send monthly applications of one-twelfth (1/12) of the total Contract to the City's Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment should be made via direct deposit/ACH within thirty (30) days after receipt of the *XXXXXXX* application except as provided by state law. Invoices should be sent electronically to the Director of Recreation or designee with the monthly report for the month being invoiced. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
- 5. <u>TERM</u>. This Contract shall begin January 1, 2022 and run through December 31, 2022, unless terminated earlier.
- 6. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The *XXXXXXX* 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 *XXXXXXX*.
- 7. <u>TERMINATION</u>. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
- 8. <u>TAXES</u>. The XXXXXX shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.
- 9. <u>INSURANCE</u>. During the term of the Contract, the *XXXXXX* shall maintain in force at its own expense, the following insurance coverages:
 - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
 - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the

XXXXXX services to be provided under this Contract;

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

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

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

- 10. <u>AUDIT</u>. The XXXXXX shall maintain for a minimum of three (3) years following final payment, all records related to its performance of the Contract. The XXXXXX shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such records. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 11. <u>INTERNAL AUDITING CONTROL</u>. The *XXXXX* shall establish and maintain a system of internal accounting control which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

12. <u>REPORTS AND MEETINGS</u>.

- A. The XXXXXX communicate with the Parks and Recreation Division through the City's Director of Parks and Recreation, or designee.
- B. The XXXXX shall submit to the City's Director of Parks and Recreation, or designee, monthly reports on or before the 10th of every month for the previous month, detailing its contractual performance including:

- i. Monthly Attendance Reports for Activities conducted at the center funded by Parks Funds; and
- ii. Staff and Volunteer hours (unique number of volunteers with hours for each); and
- iii. List of Recreation Activities not meals; actual activities; and
- iv. List of Operational Expenses paid for with City funds that directly enables the Center's ability to provide recreational programming.
- C. The Director of Parks and Recreation, or designee, shall be welcome to attend all board meetings of the *XXXXXX*.
- D. At the end of the calendar year, the XXXXXX shall submit an annual financial statement to the City's Director of Parks and Recreation, or designee, showing all expenditures and revenues of the non-profit corporation for the prior year.
- E. The XXXXXX shall submit a 2022 annual Financial Statement to the Spokane Parks and Recreation Division on or before March 31, 2022. 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 *XXXXX* 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 XXXXXXX or designee, is required to attend quarterly Recreation Supervisor meetings and any other mandatory meetings established by the City's Director of Parks and Recreation, or designee.
- 13. INDEMNIFICATION. The XXXXXXX 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 Hillyard Senior Center's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the XXXXXXX to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the XXXXXX 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 XXXXXXX, its agents or employees. The XXXXXX

specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the *XXXXX* own employees against the City and, solely for the purpose of this indemnification and defense, the *Hillyard Senior Center* specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The *XXXXXX* recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

- 14. <u>AMENDMENT</u>. This Contract may be amended at any time by mutual written agreement.
- 15. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 16. <u>ASSIGNMENTS</u>. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.
- 17. <u>NON-WAIVER</u>. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.
- 18. <u>ENTIRE AGREEMENT</u>. This written Contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.
- 19. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 20. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
- 21. <u>DEBARMENT AND SUSPENSION</u>. The *XXXXXXX* has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

Dated:	CITY OF SPOKANE PARKS AND			
	RECREATION DEPARTMENT			

	Ву:
	Title:
Dated:	XXXXXX
	Email Address:
	Ву:
	Title:
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Contract: Attachment A – Certificate Regarding Debarmer	nt

21-178

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

2022 Recreation Centers Contract Renewal

Recreation Center	Yearly Contributions
Corbin Sr. Center	\$31,350
Hillyard Sr. Center	\$80,000
Mid-City Concerns	\$18,525
Martin Luther King Center	\$41,800
Northeast Youth Center	\$139,538
Project Joy	\$30,970
Sinto Sr. Center	\$77,210
Southside Community Center	\$106,563
Southwest Community Center	\$39,947
West Central Community Center	\$72,675
TOTAL	\$638,578

In 2021 through September, combine the Centers have logged 18,087 volunteer hrs. Equal to \$247,611 staff dollars @ minimum wage.

The Centers provide meaningful and essential recreational services and opportunities to the community ~ SPRD is grateful for these partnerships and happy to provide funding to support their efforts.

72,099 program participants through September 2021

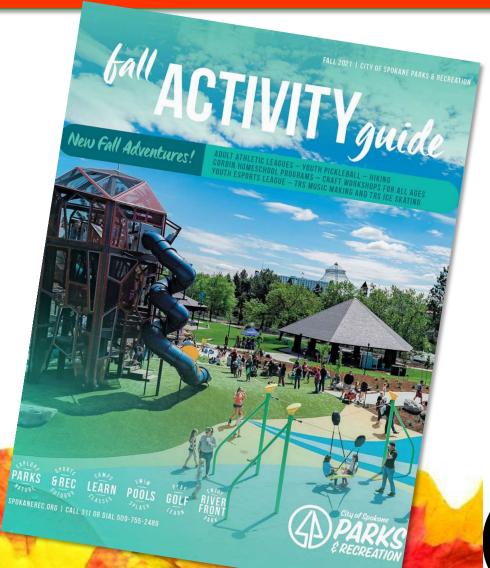
Monthly, Centers provide SPRD a detailed recreation program report and quarterly the Spokane Youth & Senior Center Association (S.Y.S.C.A) provides a complete report to Park Board.

2022 Recreation Centers Contract Renewal

No modifications from the 2021 contract

- Centers receiving monthly funding from Parks and Recreation
- Funds go to support recreation programs in the centers
- SPRD has the option to utilize the center facilities for programming if it does not infringe on their primary usage
- With monthly invoices the centers are required to provide a detailed recreation attendance report with number of programs, number of participants number of volunteers and operational expenses that directly enables their ability to provide recreation programming
- All Centers have the ability to list programs in the quarterly recreation activity guide.

Recreation Report



www.spokaneparks.org



Podium Programming Update

Youth Speed, Agility & Quickness and Track & Field Programs

Youth Ages 8-12yrs. **Anticipated Winter 2022 Start Date**



Look for Adult Volleyball League to be @ the Podium Spring of 2022!

2021 Aquatics Review

To-Date Open Swim Attendance starting June 21									
FACILITY	AM Cannon	Comstock	Hillyard	Liberty	Shadle	Witter			
Numbers	7,933	14,462	7,676	10,006	11,636	9,940			

TOTAL: 61,652 (126,958 VISITS IN 2019)

Aquatics Program Participants											
Swim Team	Aquafit	ASI	Swim Lessons	Free Swim Clinics	Lifeguard Training Course	Private Lessons /groups	Private lessons/ individuals	Springboard Diving	Lap Swim	Jr./ Lifeguard Camp	TOTAL
153	43	19	1,893	380	113	66	154	50	4,818 (470 in post season)	58	7,277

Total Program Revenue to-date: \$213,676 including \$31,696 in Private Swim Team Reservations 2019 revenue \$170,206.80

Corbin Art Center

New outside sewer line placed!

- All new sewer line pipe outside the building has been excavated, installed, and mostly
- Excavation was quite slow for this project, the contractor was 'hammering' rock consistently for about 2 weeks just to get through the parking lot at the depth required.

Next steps – lining the old pipes into the building /street

- The old pipe beneath the building will be lined with a now 'cure in place pipe', rather than complete replacement of the old pipe beneath the building. This is scheduled for next Wednesday, 11/10/21.
- Then the crew will line the existing pipe within Stevens St. which is scheduled to occur Thursday/Friday of next week.
 - Best case total sewer completion date of Monday, Nov. 15th
- The week of the 15th the contractor will have completed backfilling and trench compaction and demobilize from the site.



- Corbin has a variety of Camps, workshops and events coming up that are filling up fast.
- Staff cannot wait to get back into the building and are thankful for the utilization of the Manito meeting room and the Woodland Center at Finch Arboretum for their displace programs

Outdoor Recreation

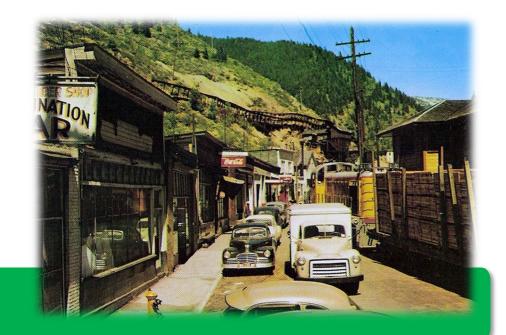
- Hiking tours at Mt Spokane with Friends of Mt Spokane, beautiful fall weather, a chill in the air and a dusting of snow made for some wonderful hikes.
- Dishman Hills Conservancy lead a hike for the Outdoor Program to Eagle Peak in the Dishman Hills area. The tours benefit the Conservancy and all the great work they do.
- The Settlers Grove Burke Idaho Ghost Town wander is always a fall treat. The group learned about the rich mining history of Idaho and about a town that once flourished but is no longer there.







- Fat-bike and XC Ski Grooming is getting prepped and ready to go in anticipation of a snowy winter!
- Snowshoe tours and xc ski lessons are always very popular, this year we planned for some skate ski lessons and a few new snowshoe tours too.



Therapeutic Recreation Services



- Pickleball is a new program for TRS. The signups are great and everyone is having a wonderful time learning a new game.
- TRS is back going to the Spokane Children's Theatre for plays.
- TRS was able to offer the first Friday Night Jam dance in October since March 2020. The crowd was larger than expected and it was fun to see the costumes and laugh and dance again!
- People are starting to re-engage with TRS after being out since March 2020
- Ice skating participation has increased by 75%.





Athletics



WINTER ACTIVITY GUIDE Production is underway! Printed Guide available late Nov. – Early Dec.

