



AGENDA SHEET FOR PARK BOARD MEETING OF: May 11, 2023

Submitting Division Parks & Recreation Contact Person Jennifer Papich Phone No. 509-363-5420

CR: _____

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Lease Renewal/Ext. Amendment/CO Other

Beginning date: 05/22/2023 Expiration date: 12/31/2024 06/01/2525

| | |
|--------------|----------------------|
| CLERKS' FILE | <u>OPR 2023-0550</u> |
| RENEWAL | _____ |
| CROSS REF | _____ |
| ENG | _____ |
| BID | _____ |
| REQUISITION | _____ |

AGENDA WORDING:

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

| | |
|-------------------------|----------|
| MASTER PLAN CORRELATION | |
| M.P. GOAL: | <u>H</u> |
| M.P. OBJECTIVE: | <u>2</u> |
| M.P. PRIORITY TIER: | <u>1</u> |

BACKGROUND: (Attach additional sheet if necessary)

Spokane Valley wishes to enter into a joint use agreement with Spokane Parks and Recreation in the offering of agreed upon Outdoor and Therapeutic Recreation programs. Each party will advertise for the programs through their own agencies, each party shall take registrations for the programs Spokane Valley will register an agreed upon number of participants for the agreed upon programs. Parties will communicate throughout the registration process for program coordination and logistics. Upon course completion Spokane Valley agrees to pay Spokane Parks 70% of class registration they took in revenue as full compensation for everything done under this Agreement. We have entered into similar agreement with Spokane Valley and other municipalities in the past with success. Benefits of this partnership with Spokane Valley include increase marketing and awareness of our Recreation programs, increased participation in previously lower attended programs, and utilization of Spokane Valley facilities to house potential TRS and Outdoor programs.

RECOMMENDATION:

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

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Jennifer Papich
Requester - Jennifer Papich Dept. Manager _____

Garrett Jones
Director of Parks & Recreation – Garrett Jones

Megan Dyson James Richman
Parks Accounting – Megan Dyson Legal Dept. – James Richman

DISTRIBUTION: Parks: Accounting
Parks: Sarah Deatrich
Budget Manager:
Requester: Jennifer Papich

jbottelli@spokanevalley.org
James Richman

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

Bob Anderson

Park Board President

May 11, 2023

| Fiscal Impact | Budget Account |
|----------------------------|-----------------------|
| Expenditure: N/A | N/A |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Revenue: | |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Existing vendor

New vendor – If so, please include vendor packet

Supporting documents:

Quotes/Solicitation (RFP, RFQ, RFB)

W-9 (for new contractors/consultants/vendors)

Contractor is on the City's A&E Roster City of Spokane

ACH Forms (for new contractors/consultants/vendors)

Spokane Business registration expiration date: _____

Insurance Certificate (minimum \$1 million in General

UBI # _____

Liability)

Spokane Park Board

Briefing Paper



| | | | |
|--|--|---|-------------------------------------|
| Committee | Recreation | Committee meeting date: May 3, 2023 | |
| Requester | Jennifer Papich | Phone number: 509-363-5420 | |
| Type of agenda item | <input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action | | |
| Type of contract/agreement | <input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other | | |
| City Clerks file (OPR or policy #) | | | |
| Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan) | Goal H: Obj. 2 (Partnerships) | Master Plan Priority Tier: | Tier 1 (pg. 171-175) |
| Item title: (Use exact language noted on the agenda) | Inter-local Agreement Between the City of Spokane Valley and the City of Spokane Parks and Recreation Departments Regarding Joint offering of certain recreational program classes | | |
| Begin/end dates | Begins: 05/22/2023 | Ends: 12/31/2024 | <input type="checkbox"/> 06/01/2525 |
| Background/history: | | | |
| Spokane Valley wishes to enter into a joint use agreement with Spokane Parks and Recreation in the offering of agreed upon Outdoor and Therapeutic Recreation programs. Each party will advertise for the programs through their own agencies, each party shall take registrations for the programs Spokane Valley will register an agreed upon number of participants for the agreed upon programs. Parties will communicate throughout the registration process for program coordination and logistics. Upon course completion Spokane Valley agrees to pay Spokane Parks 70% of class registration they took in revenue as full compensation for everything done under this Agreement. We have entered into similar agreement with Spokane Valley and other municipalities in the past with success. Benefits of this partnership with Spokane Valley include increase marketing and awareness of our Recreation programs, increased participation in previously lower attended programs, and utilization of Spokane Valley facilities to house potential TRS and Outdoor programs. | | | |
| Motion wording: | | | |
| I move to approve the Inter-local Agreement Between the City of Spokane Valley and the City of Spokane Parks and Recreation Departments Regarding Joint offering of certain recreational program classes | | | |
| Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No | | | |
| If so, who/what department, agency or company: Spokane Valley Parks and Recreation | | | |
| Name: John Bottelli | | Email address: jbottelli@spokanevalley.org | Phone: 509-720-5400 |
| Distribution: | | | |
| Parks – Accounting | | James Richman, Legal | |
| Parks – Sarah Deatrich | | | |
| Requester: Jennifer Papich | | | |
| Grant Management Department/Name: | | | |
| Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue | | | |
| Amount: NA | | Budget code: NA | |
| Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor | | | |
| Supporting documents: | | | |
| <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) | <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) | | |
| <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane | <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) | | |
| <input type="checkbox"/> UBI: _____ | Business license expiration date: _____ | <input 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 (“Agreement”), made and entered this ___ day of _____, 2023, by and between the City of Spokane, a Washington municipal corporation, by and through its Parks and Recreation Department (“Spokane Parks”), and the City of Spokane Valley, a Washington municipal corporation (“Spokane Valley”), jointly hereinafter referred to as the "Parties."

WITNESSETH:

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

WHEREAS, pursuant to the provisions of Chapter 39.34 RCW, two or more public entities may jointly contract between each other to perform functions which each may individually perform; and

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

WHEREAS, in this Agreement, the Parties wish to outline their respective roles and responsibilities in this collaboration with regard to registration, supervision, payment, and administration of the recreational programs.

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

SECTION 1: PURPOSE

The purpose of this Agreement is to summarize the terms and conditions upon which the Parties will manage the jointly offered recreational programs described in Exhibit A – Scope of Services (the “Joint Recreational Programs”). This includes the rights and obligations of the Parties under this Agreement.

SECTION 2: TERM

Subject to its other provisions, the period of performance of this Agreement shall commence upon the last date of execution by all Parties and be completed by December 31, 2024 unless terminated sooner as provided herein.

SECTION 3: TERMINATION

Except as otherwise provided in this Agreement, either of the Parties may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating Party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

SECTION 4: CONTRACT MANAGEMENT

The Parties hereby appoint the following individuals, or their designees, as their representatives for the purpose of ensuring that the provisions of the Agreement are satisfied:

SPOKANE PARKS AND RECREATION DEPARTMENT:

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

CITY OF SPOKANE VALLEY:

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

Designated main contact:

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

SECTION 5: PERFORMANCE

- A. The above-designated representatives will meet as needed to decide matters pertaining to the administration of the Joint Recreational Programs listed in Exhibit

- B. The Joint Recreational Programs listed in Exhibit A may be amended, modified, canceled, or added to through the mutual agreement of the above-designated representatives.
- C. Spokane Parks shall provide all equipment, qualified instructors, guides, and transportation as needed for Joint Recreational Programs. Spokane Parks shall be responsible for scheduling facilities and coordinating reservations for the Joint Recreational Programs.
- D. Each Party shall advertise for the programs through their own agencies.
- E. Each Party shall take registrations for the programs. Spokane Valley will register an agreed upon number of participants for the programs in Exhibit A as presently constituted or hereinafter amended. The cost of registration for each participant shall be the same for all registrants of that same program regardless of the Party through whom the participant registers. The Parties will communicate throughout the registration process for program coordination and logistical purposes.
- F. Spokane Valley agrees to pay Spokane Parks 70% of class registration revenue as full compensation for everything done under this Agreement, as set forth in Exhibit A.
- G. Spokane Parks shall be paid after classes have completed upon presentation of an invoice to Spokane Valley from Spokane Parks. Payment shall be sent to the City of Spokane Finance Department at 808 W Spokane falls Blvd, Spokane, WA 99201.

SECTION 6: INDEMNITY & HOLD HARMLESS

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

SECTION 7: INSURANCE

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

SECTION 8: COUNTERPARTS

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

SECTION 9: ENTITIES/ PROPERTY

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

SECTION 10: RELATIONSHIP OF THE PARTIES

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

SECTION 11: RECORDS MAINTENANCE

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

right to examine any of these materials during this period.

SECTION 12: AGREEMENT TO BE FILED.

Spokane Parks shall file this Agreement with their City Clerk and post it on their internet website. Spokane Valley shall file this Agreement with its City Clerk and shall either file this Agreement with the Spokane County Auditor or post it on its internet website.

SECTION 13: MISCELLANEOUS PROVISIONS

- A. Non-Waiver. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce any Party to sign this Agreement.
- C. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. Assignment. No Party may assign its interest in this Agreement without the express written consent of the other Parties.
- E. Severability. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- F. Ratification. By execution of this Agreement, the Parties hereby ratify prior actions of their counterpart with respect to registering participants for the programming outlined in Exhibit A.
- G. Compliance With Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- I. Venue Stipulation. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding

regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES

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

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

City of Spokane

City of Spokane Valley

Garrett Jones
Director of Parks and Recreation

City Manager

Attest:

Attest:

Lisa K. [Signature]
City Clerk

City Clerk



Approved as to form:

Tim Szambelan
Assistant City Attorney

Approved as to form:

Office of the City Attorney

Exhibit A – Scope of Services

Summer 2023 descriptions:

Outdoor Recreation Partnership:

Wildflower Walks with Transportation

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

James T. Slavin Conservation Area

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

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

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

McKenzie Conservation Area

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

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

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

Canfield Gulch with Transportation

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

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

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

2426 N Discovery Pl, Spokane Valley.

Therapeutic Recreation Program Partnership:

TRS Biking Program

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

TRS Paint & Taste

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