

City Clerk's No. _____



City of Spokane
Parks & Recreation Department

**Title: MEMORANDUM OF UNDERSTANDING
FOR CITY OF SPOKANE PARKS USAGE
BY NEIGHBORHOOD COUNCILS**

THIS MEMORANDUM OF UNDERSTANDING is between the **City Of Spokane Parks And Recreation Department**, a municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City"), and _____ Neighborhood Council, whose address is _____, as _____ "Council".

WHEREAS the City of Spokane desires to promote the use of City Parks within the community; and,

WHEREAS the City of Spokane's Neighborhood Councils desire to have permissive use of Spokane City Parks for their events and programs;

NOW, THEREFORE, the City of Spokane and _____ Spokane Neighborhood Council hereby partner together for the use of City parks and agree as follows

1. TERM OF MOU.

The term of this MOU begins on _____, 20__ and ends on _____, 20__, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK

The General Scope of Work under this MOU is for the City of Spokane and the individual Neighborhood Councils to partner together in the promotion of supporting community activities, including, but not limited to, holding sporting activities, art festivals, various classes and other community events.

Activities chosen by a Neighborhood Council to take place in a City park is subject to City review and approval.

3. TERMS FOR PARK USAGE

- A. Certain Spokane City Parks are excluded from this use agreement including:
Riverfront Park
Dwight Merkel
Franklin Softball Complex
South East Sports Complex
Manito Park
All Sports Fields within any park, unless pre-approved by City Field Scheduler.
- B. Rentals and space must be requested at least 30 days in advance and are subject to availability and will be handled on a first-come, first-served basis.
- C. All events must be a neighborhood sponsored event. If the Parks Dept. is requested to co-sponsor an event, the City of Spokane Parks Dept. logo must be placed or included on all marketing materials and flyers. Certain events will be excluded from co-sponsorship by the City Parks Department, including, but not limited to: rallies, marches, demonstrations for, or against, Constitutional issues, or relating to drugs, alcohol or gambling.
- D. No political campaigning or marketing shall be allowed at neighborhood park events.
- E. All special requests, requirements, or arrangements that result in any extra cost for an event, shall be paid by the Neighborhood Council sponsoring that event.
- F. Amenities such as bathrooms, garbage and recycling that surpass the existing available amenities will need to be supplemented by the sponsoring council.
- G. The City does not require a damage deposit for park use, however, the Neighborhood Council using a park must leave the utilized Park in the same good condition as which it was found before use.

4. COMPENSATION / PAYMENT.

Fees typically charged by the Parks Dept. for use of parks will be waived for the Spokane Neighborhood Councils and their events, with the exception of vendors and beer garden/vendors who will be charged per vendor or beer gardens where all applicable Health Department or Liquor Control Board permits are required.

5. TAXES, FEES AND LICENSES.

- A. Neighborhood Council shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this MOU. It is the Neighborhood Council'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 MOU 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. Neighborhood Councils shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a

business registration. If a Neighborhood Council 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 MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Neighborhood Council 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 Neighborhood Council 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 Neighborhood Council's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Neighborhood Council 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 Neighborhood Council'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 Consultant/Contractor/Company, its agents or employees. The Neighborhood Council specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Neighborhood Council's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant/Contractor/Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Neighborhood Council 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.

Certain events may be held at City Parks without insurance coverage in addition to what the City has in place. However, if, *and when, the City of Spokane deems that additional insurance coverage will be required for certain Neighborhood Council events in City parks, that participating Neighborhood Council must obtain additional insurance at the amounts, at its own expense.*

- A. 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 Neighborhood Council activities under this Agreement;
- B. Property Damage and Loss of Use Insurance for Neighborhood Council's personal property. Furthermore, Neighborhood Councils may purchase and maintain such insurance as will insure against loss of use of the premises due to fire or other hazards, however caused as Neighborhood Councils waive all rights of actions against the City for loss of use of the premises, including consequential losses, due to fire or other hazards, however caused.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from Neighborhood Councils, or its insurer(s), to the City. As evidence of the insurance coverages required by this Agreement, each Neighborhood Council shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured, 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 Best. Copies of all applicable endorsements shall be provided. Neighborhood Councils shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. TERMINATION.

Either party may terminate this MOU, with or without cause, by ten (10) days written notice to the other party.

11. 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 MOU shall have or acquire any interest in the MOU, 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 MOU.

12. DEBARMENT AND SUSPENSION.

The Council 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.

13. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This MOU may be modified by the City in writing when necessary, and no modification or Amendment of this MOU shall be effective unless signed by an authorized representative of each of the parties hereto.

- B. This MOU 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.
- C. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- D. **Waiver:** No covenant, term or condition shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of a breach of any covenant, term or condition shall not be deemed a waiver of any succeeding breach of the same. The acceptance by the City of any performance by the Neighborhood Council(s) shall not constitute a waiver by the City or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- E. Spokane Neighborhood Councils, 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.

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 MOU by having legally-binding representatives affix their signatures below.

SPOKANE NEIGHBORHOOD COUNCIL

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney