

Special Meeting of the Land Committee of the Spokane Park Board

June 6, 2018, 3:00 p.m. – 5:00 p.m.

Corbin Art Center / Moore-Turner Heritage Garden
507 W 7th Avenue, Spokane, Washington
Al Vorderbrueggen – Park Operations Director

Committee Members:

X Gilman, Greta – Chairperson

X Lodato, Sally

X Ogden, Jennifer

A SiJohn, Jamie

X Fagan, Mike - Council Liaison

Also present: Park Board: Rick Chase

Chris Wright

Parks Staff:

Fianna Dickson
Leroy Eadie
Garrett Jones
Jen Papich
Angel Spell
Carl Strong
Al Vorderbrueggen

Other City Staff: Andrew Chanse

Guest(s): Otto Klein

Michael & Libby Moore

Dave Schaub Craig Volosing

Summary

- The Committee advanced changing the names of Peaceful Valley River Walk and Glover Field to Redband Park to the Park Board for approval.
- The Committee advanced the revised Spokane River Centennial Trail Interagency Cooperative Agreement to the Park Board for approval, pending results of staff research.
- The Committee advanced the Recreation and Conservation Office (RCO) Grant Authorizing Resolution to the Park Board for approval.
- Inland NW Land Conservancy staff reviewed Palisades Park property locations/attributes, acquisition opportunity background/process, community vision/support, challenges/benefits, and requested future Park Board support for acquiring target properties.
- City/District 81 Partnership/Library highlights included an upcoming combined bond measure, Joe Albi Stadium related options, strategic planning, and public input regarding library issues, partnership opportunities, and Liberty or Thornton Murphy parks as possible future library sites.
- After the meeting adjourned a Friend of the Moore-Turner Heritage Garden member led a tour of the garden for interested meeting attendees.

MINUTES

Chairperson Greta Gilman convened the meeting at 3:00 p.m. Attendance was noted.

Action Items:

1. <u>Redband Park Name Proposal</u> – Copies of the proposal, map, outreach overview, survey responses, and Peaceful Valley Neighborhood Council support letter were provided. Staff briefly reviewed the documents and item background. The proposal author reviewed historical and ecological significance as well as educational opportunities related to the name change. Clarifications, questions, and concerns were discussed.

Motion #1: Mike Fagan moved to change the names of Peaceful Valley River Walk and Glover Field to Redband Park. Jennifer Ogden seconded. Motion carried.

2. <u>Centennial Trail Committee Agreement</u> – The Spokane River Centennial Trail Interagency Cooperative Agreement, Revision 1 was provided. Staff reviewed the item background, various language clarification updates, and adding the City of Liberty Lake to the agreement. Clarifications, questions, and concerns were discussed. Before the June Park Board meeting, staff will research inclusion of the Don Kardong Bridge, and formal clarifying documents/arrangements between Parks and other City Departments.

<u>Motion #2</u>: Greta Gilman moved to advance the revised Spokane River Centennial Trail Interagency Cooperative Agreement to the Park Board for approval, pending results of staff research. Sally Lodato seconded. Motion carried, unanimously.

3. <u>RCO Grant Authorizing Resolution</u> – The RCO 2018 Grant Matrix and Applicant Resolution/Authorization were provided. Staff reviewed the requirement for annual Park Board authorization in order to apply for RCO grants, and the two grants for which Parks has applied. Questions and clarifications were discussed.

Motion #3: Greta Gilman moved to advance the RCO Grant Authorizing Resolution to the Park Board for approval. Jennifer Ogden seconded. Motion carried, unanimously.

Discussion Items:

- 1. <u>Palisades Park Property Acquisition</u> Supporting documentation was provided. Inland NW Land Conservancy staff reviewed property locations/attributes, acquisition opportunity background/process, community vision/support, challenges/benefits, and requested future Park Board support for acquiring target properties. Clarifications and guestions were discussed.
- 2. <u>City/District 81 Partnership/Library</u> Park staff highlighted an upcoming combined bond measure, Joe Albi Stadium related options, and strategic planning. Park and Library staff reviewed advantages of Thornton Murphy Park as a library site and associated deed restrictions, public input regarding the Shadle, Hillyard, and South Hill libraries, Liberty or Thornton Murphy parks as possible future library sites, and partnership opportunities. Clarifications, questions, the process timeline, and Committee support for the purpose of exploring Liberty Park as a site option were discussed.
- 3. <u>Moore-Turner Heritage Garden Tour</u> Following adjournment of the meeting a Friends of the Moore-Turner Heritage Garden member led a tour for interested meeting attendees.

The Chairperson adjourned the meeting at 4:33 p.m. The next Land Committee meeting will be in combination with the Recreation Committee on July 9, 2018, at 3:00 p.m. at the West Central Community Center, located at 1603 North Belt, Spokane, Washington.

Redband Park Renaming Proposal

Author: Otto Klein, Spokane Indians Baseball Club

During the 2017 season, the Spokane Indians Baseball Club launched the Redband Rally Campaign in step with their strategic partner, the City of Spokane. The team's namesake, the Spokane Tribe of Indians, also helped collaborate on a comprehensive promotional campaign to help educate Spokane citizens about the city's efforts to clean the Spokane River and protect the habitat for the river's signature fish - the Redband Rainbow Trout. This campaign proved to be very successful uniting all parties, bringing awareness to the Redband, and will continue into the foreseeable future with the team.

The Redband Trout is a beautiful, unique and important species in our area, and was once part of the primary food source for the Spokane Tribe of Indians. In fact, the Redband trout spawn in the stretch of the river that flows directly through Peaceful Valley.

To further the ideals of the campaign, in March of 2018, the Spokane Indians presented a proposal to the Peaceful Valley Neighborhood Council about designating the area around Glover Field, as well as the Peaceful Valley River Walk, to be called "Redband Park."

Promoting Conservation

This naming is intended to promote conservation of the Spokane River and bring awareness to historically depressed Redband trout populations. To further this mission, the Spokane Indians Baseball Club has established a fund with the Northwest Community Foundation that will be used to protect and provide Redband habitat. All parties envision promoting educational activities in Redband Park to raise awareness of the importance of river conservation and Redband trout habitat.

Neighborhood Support

The Peaceful Valley Neighborhood Council is supportive of the Spokane Indians Baseball organization's proposal and passed the following resolution:

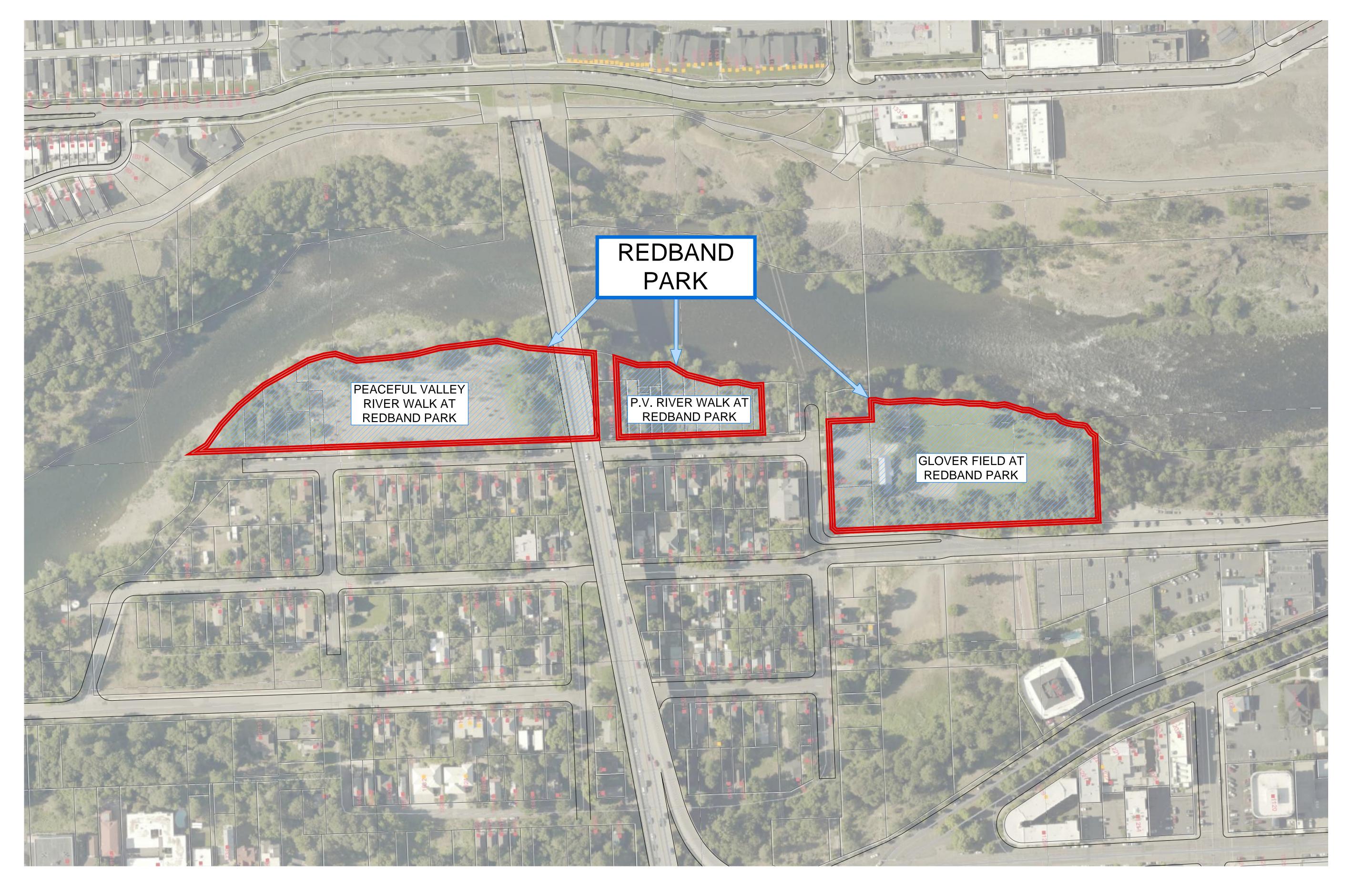
"The Peaceful Valley Neighborhood Council recommends to the Spokane Park Board that Glover Field and River Walk Park be renamed "Redband Park" with the conditions that the Peaceful Valley Neighborhood Council have right of approval on all signage related to the renaming and that a plaque be placed in the former Glover Field to acknowledge James Glover's contribution to the development of Peaceful Valley."

Further, the Peaceful Valley Neighborhood Council went on to say:

"The Peaceful Valley Neighborhood Council understands that under the city's current policies, name changes are only allowed if the Park Board determines a legitimate public interest to do so. The Council believes river conservation and Redband trout restoration are in the public interest. There is no historical or cultural significance to the current name 'River Walk'. As to Glover Field, the significance of James Glover's contribution to Peaceful Valley would be sufficiently acknowledged with a plaque."

Next Steps

The first three (3) steps of the renaming process have been completed (1. Engaging all parties to the idea, 2. Presenting to the Park Board Land Committee for review, 3. Receiving endorsement from the Peaceful Valley Neighborhood Council). The next step is a community survey to gather additional feedback, and then the proposal and community input will be presented to the Park Board for a vote this summer. During May and through June 6, 2018, citizens are encouraged to provide their comments regarding the renaming of this area.

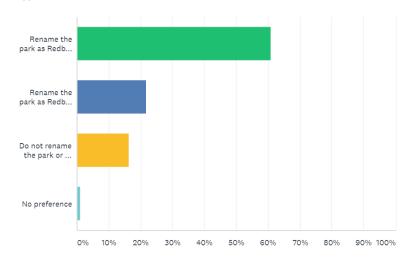




Outreach	Notes	Timeframe
Stakeholder discussion	Spokane Tribe & Peaceful Valley Neighborhood Council leadership	Completed: February 27
City Council rep. discussion	Part of Stakeholder discussion	Completed: February 27
Land Committee of PB	Information item	Completed: December 10
		& February 28
Peaceful Valley	Included David Browneagle of the Spokane Tribe	Completed: March 14
Neighborhood Council		
meeting presentation		
Media outreach		Spokesman: March 18
		Inlander: March 22
		Journal of Business: May 11
		KREM: May 31
Website	Post overviewing proposal with map, link to survey	Completed: May - June
Survey	Gather public opinion about naming/renaming for 30 days	Completed: May 5 – June 6
Social media	Link to post/survey	Completed: May - June
Signs	On site signs discussing proposed renaming with link to blog/survey	Completed: May 5 – June 6
Park Board / Land	Park Board information item May 10	May - June
Committee	Land Committee vote June 6	
	Park Board vote June 14	

Thank you for taking the time to read about the proposed renaming of Glover Field Park to Redband Park. Please select which of the below options you would prefer.





264 survey responses, May 5 - June 6, 2018

Rename the park as Redband Park and rename the field as Redband Field: 61% Rename the park as Redband Park but keep the name of the field as Glover Field: 22% Do not rename the park or the field: 16%

No preference: 1%

Comments

James Glover was a founding father of Spokane. With historical preservation in mind, I do not think we should rename the park/ field.

6/5/2018 11:40 AM
Leave it alone
6/4/2018 7:37 PM

My only concern is I don't want the park to be branded with a cartoonish redband trout figure and become an extension of the baseball team image. People's first thought should be the actual heritage of an endangered species: the redound trout (not a cartoon figure or a baseball team)

6/2/2018 10:49 PM

Great idea! Love how it pays homage to a special part of our area's history and hopefully helps promote conservation.

6/2/2018 9:10 AM

The name "REDband" is at best, insensitive and at worst, offensive and racist for anything intended to be so closely associated with (and actually motivated by) the Native Americans who were indigenous to this area! Realize that there will be NO explanation of the derivation of the word "REDband" on any map or outside reference to this park. Anyone seeing "Redband Field" and having any knowledge that "Spokane" is associated with our indigenous Native American past, can easily jump to an offensive association (go ahead, test it on anybody without explaining what "Redband" means.... I did!). No one thinks, "Redband Park? Red band???? Oh! ... a fish!". If you want a fish, call it "Salmon Park", or a name everybody KNOWS is a fish. OR... use a phonetic-English derivative of the Salish word for this fish as the ONLY name for this park! It will Honor, not offend the Native American culture. It will at least have the potential for healthy CURIOSITY about the name origin with ZERO chance of risking that others to make the jump to the racial connotation. In 200 or more years in the future, maybe political and racial offense will be gone from society and thought, but NOT today!

potential for healthy CURIOSITY about the name origin with ZERO chance of risking that others to make the jump to the racial connotation. In 200 or more years in the future, maybe political and racial offense will be gone from society and thought, but NOT today! 6/1/2018 5:03 PM
Maybe you could put up an informational sign about redband. 6/1/2018 2:39 AM
There is no compelling reason to rename the park. Why must we think something is wrong with the history of Spokane? It is presumptuous and insulting to those who have come before us. 5/31/2018 10:25 PM
let's change Sprague to RiverFront Park Blvd. makes as much sence as changing all of the parks names in the city 5/31/2018 8:08 PM
Spokane is near nature, far from perfect! ***WAIT did I just now find out they changed our slogan over a year ago***. Don't try to re-write our history just because Glover had his past come out. Last I checked we have had many a scandal here and I'm sure there will be more to come. Leave it be and honor Natives of Spokane a different and more vibrant way! 5/31/2018 7:49 PM
You're on a slippery slope, several of your buildings and highways are named after people that have very questionable pasts 5/31/2018 6:29 PM
Leave it alone!! It doesn't affect most peoplecan't folks find something bettrr to do with their time? Good gosh !!! 5/31/2018 4:08 PM
Redband Loop for the section of Centennial Trail on the south bank that will pass through this area? More and better signage would be appreciated. 5/31/2018 4:03 PM
The proposal nicely states the "why" and the approval of the neighborhood council. That helped make my decision. 5/31/2018 4:01 PM

The amount of money wasted on re-branding is insane, and if you would like to have a name that celebrates Native Americans why name a park after a fish. I think spending money on helping the homeless people who are living in the park is a better use of money. It is like the backwards thinking that had the city spending \$150,000 on rocks to keep homeless people from standing on the corners. All those rocks have now just been moved slightly and the people are still there. Did the city not think that a homeless person could move a rock? I am all for improvements like East Sprague Street Projects and Monroe Projects. but spending money on all new signs and things for a park that has much greater problems is a big waste of money and also erases the contrabution of the Glover family to Spokane. 5/31/2018 12:41 PM Thank you for updating the naming of this historic location. 5/30/2018 10:44 AM Preserve our city history, and the names and places it contains. "re-naming" is destructive and will do nothing to help environmental concerns which is an entirely different thing all together, Who thinks up this garbage? I would like to know, really who' will stand up and claim this Idea? Thats like renaming Mount Spokane Ass-Fault Hill and expecting the city's pot holes to be magically healed. If this is how you think water management works just go home and bake cookies. We need effective science here not feel good stupidity. I hate to think how much money this Idea would squander just in changing the name, all while fish keep disappearing, and our environment poisons us. 5/29/2018 11:28 AM Revegetate with some native plants too: service berries, elder berries, thorny elm, wild rose, etc. Educate on uses of those plants for food and medicine. 5/24/2018 7:41 AM Great idea! So honoring to the tribe and great for the river. 5/23/2018 3:02 PM Do not rename it, especially to some dumb marketing campaign 5/22/2018 3:46 PM I love the re-brand to honor the Redband Trout and it's historical significance to Spokane! 5/22/2018 3:10 PM As a long time champion of the Spokane River and its inhabitants not least of which is the tenacious wonderful asset, the river corridor and the creatures that live there, that I personally dedicated time to

Redband Trout and the salmon which have been lost I am happy for the recognition of this key species and the community that has embraced the river again. As a former board member of Spokane Falls Trout Unlimited and Friends of the Centennial Trail it is gratifying to see attitudes shift in favor of this advocate for and promote. I'm also very happy for all those who came before me to start those efforts. Long live the Redband!

5/17/2018 2:59 PM

It appears that there would be houses located in the middle of the designated "park" area. How do those home owners feel about the combined Park and the proposed name change. What will be done to protect their property from park users who might see that as public land or facilities? Are there future

tanks and the proposed "South Gorge" trail between downtown, Peaceful Valley and the Centennial Trail. May get confusing if the Gorge trail overlaps with this new "Park". 5/17/2018 12:22 PM This is a great idea. A link to the past and a link to nature. Jim Kimmel 5/17/2018 10:24 AM Yes, Yes, folks need to know who lives in the river down there!!! 5/17/2018 10:23 AM I strongly disagree that "the significance of James Glover's contribution to Peaceful Valley would be sufficiently acknowledged with a plaque" 5/17/2018 7:48 AM Great tribute to some important conservation work! 5/16/2018 4:24 PM Like the new name with homage to the past. 5/16/2018 4:23 PM Rename the park Speed Fitzhugh Park 5/16/2018 3:59 PM I LOVE this idea!! How bout that whitewater park next? 5/16/2018 3:59 PM This is a great tribute to the Spokane Tribe and their history. 5/15/2018 9:48 PM Would be a great tribute & celebration of the river and the Spokane Tribe. 5/15/2018 1:13 PM After you're done renaming it, please consider naming the entire 400 acres downstream of the falls (High Bridge, Peoples Park, Hamblen Convservation Area, etc.), and all of Riverfront Park, as the Great Gorge Park. Please also consider managing these areas as a single unit in a way that would have made the Olmsteads proud. 5/15/2018 12:11 PM Stop trying to rewrite history. 5/15/2018 8:20 AM Great way to raise awareness, recognize the importance of our natural resources and wildlife, and keep the history of the area by renaming the park but keeping the field name. 5/15/2018 5:57 AM

This better reflects the values of our community.

plans to try to buy the properties if they come up for sale? How does all this tie in with the new CSO

5/15/2018 5:56 AM
I personally think the city council could spend more time on serious problems in our city. 5/12/2018 10:20 AM
I love the name 5/11/2018 11:39 AM
Merganser Cove is also a suggestion for the bay near the first pump station. There have been mergansers nesting in that area for several years. A pair is down there today(May 11, 2018.)Of course they probably came for the fish!! I would like to see loud noisey recreation discouraged in this whole stretch. I have seen people on rafts scare off the osprey as they are fishing. This would e be an inappropriate area for a kayak rodeo!! 5/11/2018 11:37 AM
I am a lifelong Spokane resident who went to Glover Jr. High and had my wedding reception at Glover House. So I believe there is more than adequate recognition of James Glover's name. I love the Redband mascot at the Spokane Indians' baseball games and think this would be a wonderful new name for a park next to a stretch of the river that was home to these iconic fish. 5/11/2018 11:26 AM
That way there is a little bit of history preserved. 5/11/2018 10:46 AM
Thank you for sharing the history Lem lemts to everyone. this sounds awesome 5/11/2018 10:46 AM
We need to galvanize people's attention around this special species of wildlife that is native to our river. Spokane should be proud of how we take care of our river. And we should show it in our place names. 5/11/2018 10:20 AM
well done! 5/11/2018 9:59 AM
I think it's a great initiative and fully support naming both the area and Glover Redband. 5/11/2018 9:32 AM
I agree there should be a plaque to James Glover in the Field 5/11/2018 8:35 AM
Wonderful idea. We should really highlight our river and this is a wonderful idea! 5/11/2018 8:11 AM
There are (some - not all) historical points of reference throughout our region that should remain as is for future generations to understand our community history. Peaceful Valley Park could easily be renamed although Glover Field is a great landmark area of west Spokane that should remain.

5/11/2018 7:33 AM

The names reflect and honor the area. NO!!! Don't create a name that means nothing to the citizens. $5/11/2018~6:44~AM$
Maybe think about using the scientific name for the redband trout: O.M. Gairdneri Park 5/10/2018 4:32 PM $\hfill\Box$
STOP ERASING OUR HISTORY. History isn't about only one group of people. Must everything be changed? How much does it cost to change all the signs and everything else? Stop wasting money. 5/10/2018 4:25 PM
I know this won't make any difference to the politically correct liberals who want to copy everything Seattle does, but here goes anyway: Quit erasing the memory of the people who turned Spokane from a summer gathering area into a civilized town. 5/10/2018 2:43 PM
Romantizing the decimation of a people through invoking salmon and the native American societies that once flourished here without telling the whole awful tale is rubbish. Example, that lovely sculpture of the native American on horseback holding a salmon at the riverfront, the accompanying label says nothing of the lives lost, the descrimination, and true cost of the Spokane we know today. It's just a romantic image, just as the name change will function in the same manner. Leave the name as it isit's at least truthful. 5/10/2018 1:10 PM
A timely and most appropriate naming that honors our trout, our river and the people who once lived and fished here. Great job! 5/10/2018 7:08 AM
Do not allow the park to be commercialized with advertising or cartoon symbols of Spokane "Indians" red and baseball team 5/9/2018 3:58 PM

Jones, Garrett

From:

Eadie, Leroy

Sent:

Monday, March 19, 2018 3:51 PM

To: Subject: Jones, Garrett; Vorderbrueggen, Al FW: Renaming Glover Field and River Walk Park as Red Band Park

fyi

From: William Forman [mailto:william.forman@yahoo.com]

Sent: Monday, March 19, 2018 3:45 PM

To: Sumner, Nick

Cc: Eadie, Leroy; Beggs, Breean; Stuckart, Ben

Subject: Renaming Glover Field and River Walk Park as Red Band Park

To: Nick Sumner, President, Spokane Park Board, nsumner@spokanecity.org

Cc: Leroy Eadie, Director, Parks and Recreation, leadie@spokanecity.org

Ben Stuckart, City Council President, bstuckart@spokanecity.org

At the March meeting of the Peaceful Valley Neighborhood Council management of the Spokane Indians Baseball organization presented a proposal to the Council to name Glover Field and River Walk Park Red Band Park. This naming is intended to promote conservation of the Spokane River and rehabilitation of the red band trout population and habitat in the stretch of the river that flows through Peaceful Valley and is a spawning ground for the red bank trout. The Spokane Indians Baseball organization has established a fund with the Northwest Community Foundation that will be used to further these goals. The Spokane Indians Baseball organization also envisions promoting educational activities in the Peaceful Valley parks to raise awareness of the importance of river conservation and red band trout restoration. The Peaceful Valley Neighborhood Council is supportive of Spokane Indians Baseball organization's proposal and passed the following resolution: The Peaceful Valley Neighborhood Council recommends to the Spokane Park Board that Glover Field and River Walk Park be renamed "Red Band Park" with the conditions that the Peaceful Valley Neighborhood Council have right of approval on all signage related to the renaming and that a plaque be placed in the former Glover Field to acknowledge James Glover's contribution to the development of Peaceful Valley.

The Peaceful Valley Neighborhood Council understands that under the city's current policies, name changes are only allowed if the Park Board determines a legitimate public interest to do so. The Council believes river conservation and red band trout restoration are in the public interest. There is no historical or cultural significance to the current name "River Walk Park'. As to Glover Field, the significance of James Glover's contribution to Peaceful Valley would be sufficiently acknowledged with a plaque.

Bill Forman

Chair, Peaceful Valley Neighborhood Council

Spokane River Centennial Trail Interagency Cooperative Agreement Revision 1

Washington State Parks and Recreation Commission

City of Spokane

Spokane County

City of Spokane Valley

City of Liberty Lake

THIS AGREEMENT, is made and entered this day ______ of ______, 2018, by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington, 99260 ("COUNTY") and the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Fall Boulevard, Spokane Washington 99201 ("CITY"), the City of Spokane Valley, a municipal corporation of the State of Washington, having offices for the transaction of business at 11707 E Sprague Avenue, Spokane Valley, WA 99206 ("SPOKANE VALLEY"), the City of Liberty Lake, a municipal corporation of the State of Washington, having officers for the transaction of business at 22710 East Country Vista Drive, Liberty Lake, Washington, 99019 ("LIBERTY LAKE"), and Washington State Parks and Recreation Commission, having offices for the transaction of business at 1111 Israel Road, P.O. Box 42650, Olympia, WA 98504 ("COMMISSION"). Collectively, the COUNTY, LIBERTY LAKE, CITY, SPOKANE VALLEY and the COMMISSION are referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES are owners of land within <u>or adjacent</u> to the Spokane River Centennial Trail ("Trail") corridor as described in Section 3 of this Agreement; and

WHEREAS, the Spokane River corridor is ecologically important, has significant potential for interpretive purposes, provides outstanding scenic beauty, tranquil surroundings and valuable historic and prehistoric features, is uniquely held in public ownership for the more than 39 miles of its length, is the common thread that links governments, communities and neighborhoods together, and has, for many thousands of years, been the corridor for commerce in the area and provides significant recreational opportunities; and

WHEREAS, the PARTIES desire to provide for the development and operation of a multipurpose trail system within the intent and authority of RCW 79A.05.030 and RCW 39.34.030 (2); and

WHEREAS, the PARTIES agree that the primary development objective should be to preserve the river environment and provide facilities for public access, recreation, education and ecological and historic interpretation; and

WHEREAS, the COMMISSION is authorized under RCW 79A.05.030 and RCW 39.34.030 (2) to cooperate with the COUNTY, <u>LIBERTY LAKE</u>, SPOKANE and SPOKANE VALLEY in accomplishing the program herein referred to and to enter into this agreement to that end; and

WHEREAS, the COMMISSION at its May 19, 1989 meeting authorized the Director or designee to enter into a long-term cooperative agreement with multiple governmental entities for the development and operation of the Spokane River Centennial Trail corridor (Trail); and

WHEREAS, the PARTIES agree that the Trail can most advantageously be managed by the Commission with shared operation, maintenance and law enforcement responsibilities;

WHEREAS, LIBERTY LAKE's existing municipal boundaries are located adjacent to a sizable stretch of the Spokane River Centennial Trail corridor and LIBERTY LAKE has expressed a desire to contribute to the care and maintenance of the Trail through becoming a voting member of the Coordinating Council,

WHEREAS, the Parties wish to further amend said Spokane River Centennial Trail

Agreement as set forth below.

NOW THEREFORE, in order for LIBERTY LAKE to become a voting member of the Coordinating Council and in consideration of the mutual benefits to be derived, the PARTIES hereby agree the Spokane River Centennial Trail Agreement is amended as follows, with language to be deleted in strikethrough and new language bolded and underlined:

Section 1: Term

The term of the Agreement shall extend through August 5th, 2034. This Agreement may be renewed in 10-year increments upon expiration of the original 20 year term by mutual agreement of the parties. The COMMISSION will be given the first right to renew the

Agreement before any other party is given the opportunity to manage the Trail under agreement with the COUNTY, **LIBERTY LAKE**, SPOKANE and SPOKANE VALLEY.

Section 2: Development and Management

- (a) All development and management of the Trail shall be the responsibility of the COMMISSION, unless otherwise provided herein, and the COMMISSION shall be the lead agency in preparing future development plans. Operation, including maintenance and law enforcement, shall be as set forth in Exhibit 1 Management Plan ("Management Plan"), which is attached hereto and incorporated herein by this reference. Each jurisdiction shall be responsible for all costs related to providing ordinary Trail operation, maintenance and law enforcement activities as outlined in the Management Plan. In the event of a capital repair or project (a project that falls outside of the parameters of ordinary maintenance as outlined within Exhibit 1 Management Plan and/or exceeds \$25,000 to complete), the underlying property owner or lease holder shall assume full responsibility (financially and otherwise) for project completion, barring any other agreements in place that may otherwise supersede.
- (b) In the event of a capital repair or project impacting the Trail and/or associated buffer lands, the responsible party may elect to petition the other parties for evaluation of opportunities for cooperative funding in accordance with Exhibit 2 Trail Maintenance Fund ("Maintenance Fund") which is attached hereto and incorporated herein by this reference. Construction, alteration or repair to the trail that is paid for in part or in whole from the Maintenance Fund will require the unanimous approval of all Parties. Parties will also agree to which entity will be responsible for carrying out the work including planning, permitting, contracting, spending, and the liability associated with such activities. No such work will begin without the written

approval of the plans by all Parties. Written approval can be in letter form or electronically by email. In the event of an emergency requiring immediate action to protect persons or property, the Parties may call a special meeting or communicate by phone or e-mail to approve emergency spending. All construction or reconstruction must comply with applicable state and local laws. In the absence of cooperative funding, the responsibility for capital repairs shall fall to the underlying land owner or lease holder for the section of Trail in need of repair. The Parties shall meet every three years for the life of this Agreement to review the capital funding threshold (currently at \$25,000 – which is presently the state threshold for capital funding).

Section 3: Coordinating Council

A Coordinating Council comprised of one (1) representative of each of the PARTIES, as well as a non-voting representative of the Friends of the Centennial Trail, shall be established to carry out all its responsibilities as outlined in the Management Plan and Maintenance Fund. The Coordinating Council representative from each party to this agreement shall be as follows:

- Washington State Parks: Riverside State Park Manager or Designee
- Spokane County: Parks, Recreation & Golf Director or Designee
- Spokane: Parks and Recreation Director or Designee
- Spokane Valley: Parks and Recreation Director or Designee
- Liberty Lake: Parks and Recreation Director or Designee
- Friends of The Centennial Trail (non-voting): Executive Director or Designee

Each representative shall have responsibility for disseminating information to other individuals and parties in his/her group and for coordinating matters for the administrative working group.

The designated representative shall have the authority to vote on fund spending priorities on behalf of the organization they represent.

Section 4: Areas of Jurisdiction

- i. The COMMISSION is primarily responsible for management of the entire 39 mile length of the Trail and maintenance and law enforcement on or within the Trail corridor and adjacent buffer lands within Riverside State Park from Nine Mile Recreation Area to the TJ Meenach Bridge. The COMMISSION is not precluded, however, from conducting maintenance or law enforcement on the entire Trail corridor and buffer lands to protect safety and recreation on the Trail, including those areas where the COMMISSION is the underlying property owner but another jurisdiction is responsible for management, maintenance and law enforcement per this Agreement.
- ii. SPOKANE is responsible for the management of adjacent CITY-owned or leased buffer lands and maintenance and law enforcement on or within the Trail corridor located within the existing and future municipal boundaries of SPOKANE from the south end of the TJ Meenach Bridge to Centennial Trail Mile Marker 16 near "Boulder Beach" beyond the eastern municipal boundary of SPOKANE.
- iii. The COUNTY is responsible for management of adjacent COUNTY-owned or leased buffer lands and maintenance and law enforcement on or within the Trail corridor from Centennial Trail Mile Marker 16 near "Boulder Beach" to the Idaho border minus any portion of the trail corridor and adjacent buffer lands that are located in SPOKANE VALLEY'S municipal boundaries (current and future) and along, adjacent to and/or within Liberty Lake's municipal boundaries (current and future)— and minus any other portions of the Trail corridor and adjacent buffer lands in this stretch that become

- located within an existing or future city(s) municipal limits (i.e. annexation, incorporation).
- iv. SPOKANE VALLEY is responsible for management of adjacent city-owned or leased buffer lands and maintenance and law enforcement on or within the Trail corridor within its municipal boundaries (current and future).
- v. LIBERTY LAKE is responsible for management of adjacent city-owned or leased

 buffer lands and maintenance and law enforcement on or within the Trail corridor

 along, adjacent and/or within its municipal boundaries (current and future), which

 currently starts at the western line of the NE Quarter of Section 8, Township 25

 Range 45 EWM and continues east along the Centennial Trail to the east line of the

 NE Quarter of Section 10, Township 25 Range 45 EWM.

Section 5: Rules and Regulations

The Trail is to be managed consistent with the provisions of chapter 79A.05 RCW and the rules and regulations adopted thereunder, unless otherwise exempted by the Director or COMMISSION.

Section 6: Permits

Development and maintenance along the trail corridor shall be done in full possession of all necessary permits and licenses and in accordance with all applicable codes and regulations – including SEPA – and consistent with the overall development plans prepared by the COMMISSION. Obtaining permits will be the responsibility of the initiating party.

Section 7: Cooperative Management

This Agreement allows management by the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY of COMMISSION-owned lands; and, by the COMMISSION of COUNTY, LIBERTY LAKE, SPOKANE, and SPOKANE VALLEY-owned buffer lands within the Trail corridor. Any modifications or uses of this property for other than buffer shall be consistent with Trail development, preservation of the river corridor, and approved by COMMISSION staff prior to use, modification or construction. Use of these lands for recreation, education or river access purposes may be granted by amendment to this Agreement upon approval of the proposed plans for said property by COMMISSION staff and approval of use by the COMMISSION, and in accordance with all applicable Federal, state and local laws.

Section 8: Jurisdiction Approval

All new facilities and improvements made by the COMMISSION shall be consistent with Trail development, preservation of the river corridor, and approved by the applicable jurisdiction prior to construction. The COMMISSION shall be in possession of all necessary permits and licenses and shall carry out all development, maintenance and operation in accordance with all applicable Federal, state and local laws.

Section 9: Hamilton Street Bridge

The Hamilton Street pedestrian bridge is located on SPOKANE-owned property. Routine maintenance of this bridge will be the responsibility of SPOKANE. Any repairs relating to the structural integrity of the bridge; and, if necessary, replacement will be the responsibility of SPOKANE.

Section 10: Denny-Ashlock Bridge

The Denny Ashlock pedestrian bridge is located on both COMMISSION and SPOKANE VALLEY-owned property. Routine maintenance of this bridge will be the responsibility of the party in whose jurisdiction the bridge resides (presently the COUNTY for the northern half of the bridge, and Spokane Valley for the southern half of the bridge). Any repairs relating to the structural integrity of the bridge and, if necessary, replacement will be the responsibility of the COMMISSION.

Section 11: Entire Agreement

This Agreement grants only permission to allow the COMMISSION to use the COUNTY,

LIBERTY LAKE, SPOKANE and SPOKANE VALLEY-owned property and to allow the

COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY to use the

COMMISSION-owned property for the purposes and on the terms and conditions herein stated.

No legal or equitable title is conveyed hereby. Title to the subject property shall remain with the landowner throughout the term of this Agreement and renewal thereof.

Section 12: Indemnification

To the extent permitted by law, the COUNTY and/or LIBERTY LAKE, SPOKANE and/or SPOKANE VALLEY shall defend and hold harmless the COMMISSION and the State of Washington, its officers, agents, employees, successors or assigns against any and all claims suffered or alleged to be suffered on the property, except such claims which arise out of the activities of the COMMISSION, its officers, agents or employees, for which claims the

COMMISSION will defend and hold the COUNTY, <u>LIBERTY LAKE</u>, SPOKANE and/or SPOKANE VALLEY harmless.

Section 13: Signs

The COMMISSION shall erect and maintain a sign(s) identifying the COUNTY, **LIBERTY LAKE,** SPOKANE and SPOKANE VALLEY as cooperating agencies. Any development authorized in accordance with Section 8 herein shall be signed by the applicable jurisdiction identifying the COMMISSION as a cooperating agency. The COMMISSION will be the primary focal point and contact for signing.

Section 14: Termination

This Agreement may be terminated at any time by mutual written consent of all PARTIES hereto.

Section 15: Modification

The provisions of this Agreement may be modified at any time by the mutual consent of all PARTIES hereto.

Section 16: Assignment of Rights

No rights under this Agreement may be assigned without the prior written consent of the other parties. This does not preclude third-party agreements which are in compliance with the Management Plan.

Section 17: Tree Removal

Any tree removal shall be in accordance with landowner rules and regulations.

Section 18: Non-Compliance

The Trail and adjoining buffer lands are to be used by the COMMISSION for public Trail corridor purposes. Except as otherwise provided for herein, this Agreement may be terminated by any party in the event of non-compliance by any other party with the terms and conditions hereof, providing that the terminating party allow the non-complying party no less that ninety (90) days written notice of violation in which to correct any situation which is not in compliance with the terms and conditions of this agreement. If correction is not made to the satisfaction of the terminating party within the ninety (90) days, this agreement will automatically terminate without further notice.

Section 19: Removal of Improvements

Unless otherwise agreed, upon termination or expiration of this Agreement, all improvements placed on property under this agreement shall be disposed of in compliance with applicable provisions of the Revised Code of Washington.

Section 20: Discover Pass

LIBERTY LAKE, SPOKANE, SPOKANE VALLEY, and the COUNTY have agreed to contribute towards the operation, care and maintenance of portions of the Trail and associated buffer lands as outlined herein. In recognition of this investment, the COMMISSION agrees NOT to impose any parking or visitor fees (i.e. Discover Pass) for ordinary visitation and use of

those trailheads and other areas commonly used for parking along portions of the Trail corridor and buffer lands for which **LIBERTY LAKE**, SPOKANE, SPOKANE VALLEY, and the COUNTY have maintenance responsibility.

Section 21: Trail Realignments and Connections

- (a) Trail realignments which may be completed to address safety hazards, to separate the trail from stretches of roadway, to eliminate gaps, or to otherwise perfect the Trail shall become part of this Agreement and the Party whose geographic area includes the new trail element(s) shall assume jurisdictional responsibility for the new trail element(s) unless otherwise determined by the Parties through modification of the Agreement.
- (b) Future connections to the Trail such as neighborhood access points, local commuter trails, or regional trail connections (e.g. Fish Lake Trail) are a stated goal in the adopted Spokane County Regional Trails Plan. Trail connections shall be encouraged to be completed, but any trails which have been connected to the Centennial Trail shall not become part of this Agreement nor extend maintenance responsibilities by the Parties under this Agreement, unless otherwise determined by the Parties through modification of the Agreement.

Section 22: Entities

No new entities are created by this Agreement.

Section 23: Agreement to be Filed

The PARTIES shall record this Agreement with the Spokane County Auditor-

Section 24: Personal/Real Property/No Joint Board

There shall be no common ownership of any real or personal property under the terms of this Agreement. Each party to this Agreement shall separately own its real and personal property. The Coordinating Council referenced in Section 3 will administer the provisions of this Agreement, as well as the Management Plan and Trail Maintenance Fund.

	RECREATION COMMISSION	ND
	By: DIRECTOR	
Approved as to form:		

By: Michael Young
Assistant Attorney General
March 1, 2018

NOTE: There will be a separ	ate signature page for each entity signing the agreement.
DATED:	CITY OF SPOKANE
	By:MAYOR
Attest:	Approved as to form:
City Clerk	By: Assistant City Attorney

DATED;	CITY OF LIBERTY LAKE
	By:
Attest:	Approved as to form:
City Clerk	By:

NOTE: There will be a separate si	gnature p	page for each entity signing the agreement.	
DATED:		CITY OF SPOKANE VALLEY	
Nav			
		By:CITY MANAGER	
Attest:		Approved as to form:	
€	37%	Ву:	
Chris Bainbridge, City Clerk		Office of the City Attorney	

Exhibit 1

Management Plan

A - PURPOSE

The purpose of this Management Plan ("Plan") is to establish minimum standards for the management, maintenance and law enforcement along the Spokane River Centennial Trail ("Trail").

B-PARTIES INVOLVED

This Plan is part of the Interagency Cooperative Agreement entered into by the Washington State Parks and Recreation Commission ("COMMISSION"), the City of Spokane ("SPOKANE"), Spokane County ("COUNTY") the City of Liberty Lake ("LIBERTY LAKE"), and the City of Spokane Valley ("SPOKANE VALLEY").

C - GENERAL MANAGEMENT

- 1. Overall management of the entire 39-mile length of the Trail will be done by the COMMISSION through the Riverside State Park Manager's office.
- 2. All special activities along the Trail corridor will be coordinated through Riverside State Park via Special Recreation Event permits. Special activities on the Trail within other jurisdictions will be coordinated by the COMMISSION, who will notify the parks administrative staff and the law enforcement department for the affected jurisdiction.
- 3. The COMMISSION may collect Special Activity Permit fees and may require an insurance binder with a minimum coverage of \$1 million for parties of 20 or more people, or a damage deposit or a bond.
- 4. Centennial Trail Use, Approved Activities and Prohibited Activities shall be established by the Coordinating Council subject to applicable laws and shall be kept on record with the COMMISSION.
- 5. The Trail facility will be open to the public on existing COMMISSION posted hours.

6. Each agency is responsible for obtaining fire protection for their jurisdiction.

D- GENERAL MAINTENANCE STANDARDS

- 1. Each agency will be responsible for general maintenance in their respective areas of the Trail as set forth in "Section 4: Areas of Jurisdiction" of the Interagency Cooperative Agreement.
- 2. Corrective action necessary to protect the public will be taken as soon as possible following report of damage to the jurisdiction responsible. Temporary emergency Trail closure will be imposed, if necessary, until hazardous condition is corrected (i.e. fire, flood, washout, leaning trees). Signs showing appropriate detour routes shall be placed accordingly, and notification given to the Riverside State Park Manager's office. Permanent repair or replacement, where not possible due to weather or other circumstance, will be accomplished subject to the limitations set forth in "Section 2: Development and Management" of the Interagency Cooperative Agreement.
- 3. Subject to the limitations set forth in "Section 2: Development and Management" of the Interagency Cooperative Agreement, each jurisdiction will be responsible for routine asphalt maintenance of the Trail as deemed necessary by the jurisdiction providing the maintenance. Routine maintenance shall include patching potholes, cutting out and/or patching large cracks or heaved pavement, sealing smaller cracks in asphalt with tar and trail shoulder repairs. Shoulder repairs include placing asphalt on trail edges where old asphalt is cracking and breaking away and placing gravel along the shoulders where erosion has occurred. Seal coating of the Trail shall be considered a capital repair. Maintenance Fund money may be used for routine asphalt repairs with the mutual agreement of all parties if included within the 6-year trail capital improvement plan as outlined in Exhibit 2 Trail Maintenance Fund.
- 4. COMMISSION, SPOKANE, LIBERTY LAKE, SPOKANE VALLEY and COUNTY will strive to use the same standardized amenities and replacement amenities, including but not limited to signs, benches, picnic tables, bollards, mile markers and bulletin boards as determined by the Coordinating Council. The Coordinating Council will develop and may periodically update a list of options for these standardized amenities. Each agency shall bear the cost of repair and replacement of amenities as necessary, subject to the limitations set forth in "Section 3: Development and Management" of the Interagency Cooperative Agreement.

- 5. No amenity, other than replacement of existing amenities, shall be placed along the Trail corridor without the approval of the jurisdiction responsible for maintenance of that particular stretch of trail corridor.
- 6. A comprehensive record of maintenance will be kept by Riverside State Park. SPOKANE, SPOKANE VALLEY and the COUNTY agree to provide a summary of maintenance performed on the trail for the calendar year by January 31st of the following year.

From time to time the Commission may request written documentation from SPOKANE, LIBERTY LAKE, SPOKANE VALLEY and/or the COUNTY to verify or otherwise document maintenance work performed on the Trail as outlined herein.

E- SPECIFIC MAINTENANCE ITEMS

Following is a listing of specific maintenance items with comments as needed:

- 1. Amenities interpretive and informational signs, benches, picnic tables, bollards, water fountains, trash receptacles, mile markers, hitching posts, rest stations and bulletin boards.
- 2. Bridges
- 3. Fencing
- 4. Guardrail
- 5. Handrail
- 6. Litter Control litter will be picked up as needed to ensure that the trail and adjacent buffer areas are kept clean.
- 7. Mile Markers both posts and large mile numbers painted on asphalt will be maintained.
- 8. Signs an inventory of replacement signs may be requested.
- 9. Snow Plowing no snow plowing will be required on the Trail. Trail head parking lots may be plowed, depending upon user demand and resource availability by the jurisdiction responsible.
- 10. Sweeping entire Trail length will be swept or blown off as needed to ensure that the trail surface is safe for use by bicycles, skates, skate boards and other non-motorized trail uses.

- 11. Trail heads including facilities, parking lot and entry road inspected and cleaned as needed to ensure that these areas are clean and safe.
- 12. Vandalism the parties shall notify local enforcement <u>and</u> strive to inform the Commission of incidents of vandalism.
- 13. Weed Control in compliance with Spokane County Noxious Weed Control Board requirements, a control program along the Trail will be developed and accomplished, the cost borne by the individual jurisdictions within parameters of the Interagency Cooperative Agreement.
- 14. Trail shoulders will be mowed or sterilized as needed and overhanging vegetation cut back for a minimum of two feet on each side of the trail. Vegetation will be cut back to maintain line-of-sight necessary for safety on curves.

F- LAW ENFORCEMENT

- 1. Primary responsibility for law enforcement/major crimes shall always
 default to the underlying government agency as applicable by law,
 generally determined upon geographical location and/or type of incident
 (e.g. County Sheriff, City Police Department, Federal Bureau of
 Investigation).
- 2. In working collaboratively to enhance public safety for trial users the PARTIES agree to have their respective law enforcement personnel patrol the Trail corridor within each PARTIES area of jurisdiction as outlined in Section 4. Of the Cooperative Agreement.
 - a. More specifically, law enforcement / public safety services provided by the PARTIES shall include community caretaking functions such as but not limited to patrolling for and/or responding to reports of car prowls, homeless, loitering, disorderly conduct, indecent exposure, vandalism, and welfare checks.
 - b. Patrols in the designated area of jurisdiction / Trail corridor is as follows: LIBERTY LAKE, with the Liberty Lake City Police; in SPOKANE, with the Spokane City Police; in SPOKANE VALLEY, with the Spokane Valley Police; in the COUNTY, with the COUNTY Parks Ranger and/or the Spokane County Sheriff; and, within Riverside State Park, with the State Parks Rangers.
- 3. The COMMISSION will assist within the city and County jurisdictions in normal park patrol and enforcement along the Trail.
- 4. Upon request of the COMMISSION, SPOKANE, SPOKANE VALLEY, LIBERTY LAKE, or the COUNTY will respond as backup during any law enforcement situation beyond park rule violations.

- 5. The COMMISSION may submit a request at any time to a respective law enforcement agency, to SPOKANE, SPOKANE VALLEY and the COUNTY will provide documentation of all law enforcement activities related to the Trail on a yearly basis to the Riverside State Park office.
- 6. Law enforcement violations attributable to the Trail are specified through WAC (Washington Administrative Code), RCW (Revised Code of Washington) or SMC (Spokane Municipal Code) and include fines if convicted.

Management Plan Attachment "A"

Maps

Maps shall be developed cooperatively by the parties, periodically updated as needed due to municipal annexation, trail development/re-routes or other reasons, and kept on file with the Coordinating Council.

Exhibit 2

Trail Maintenance Fund

A MAINTENANCE FUND FOR THE SPOKANE RIVER CENTENNIAL TRAIL SHALL BE CREATED.

STATEMENT OF MUTUAL INTEREST AND BENEFIT

WHEREAS, the Parties desire to work together to create a Trail Maintenance Fund in order to preserve the recreational values of the Centennial Trail and to bring additional recreation and economic value to the area; and

WHEREAS, the Centennial Trail is a valued regional resource linking communities from Coeur D'Alene, Idaho to Nine Mile Falls; and

WHEREAS, the Trail Maintenance Fund shall become a component of the Interagency Cooperative Agreement to cooperatively manage and maintain the Trail; and

WHEREAS, the Interagency Cooperative Agreement spells out the obligations of the parties related to routine maintenance and law enforcement; and

WHEREAS, the Trail is over 20 years old and the maintenance obligations are increasing as the Trail ages; and

WHEREAS, the Trail is in need of capital repairs to maintain current trail usage;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the Parties hereby agree to create a Trail Maintenance Fund for the Spokane River Centennial Trail to be jointly administered by the Parties for the maintenance of the Spokane River Centennial Trail. This fund is primarily intended to address preventative maintenance needs that Parties cannot cover as part of the routine maintenance specified in the Interagency Cooperative Agreement and to address capital repairs.

I. PARTIES

In addition to the Parties to the Interagency Cooperative Agreement, a representative of the Friends of the Centennial Trail (FCT) shall be invited to participate in a non-voting capacity when the Parties meet to carry out the responsibilities of the Trail Maintenance Fund outlined herein. FCT is a non-profit corporation under the laws of the state of Washington, has pledged to contribute to the Trail Maintenance Fund as resources allow, and has consistently supported the construction and maintenance of the Trail.

II. RESPONSIBILITIES OF ALL PARTIES

All Parties to the Interagency Cooperative Agreement shall:

1) Meet not less than twice a year to coordinate the management, operation, and maintenance activities for the Trail.

- 2) Discuss upcoming anticipated expenses and maintenance needs.
- 3) Develop a six (6) year trail capital improvement plan for utilization of the Trail Maintenance Fund taking into account capital needs not covered under the terms of the Interagency Cooperative Agreement, Exhibit 1 Management Plan.
- 4) Annually review, update and approve the six (6) year trail capital improvement plan by an affirmative vote of not less than four (4) of the five (5) voting members of the Coordinating Council.
- 5) Make an annual lump sum payment in the amount of \$20,000 to the Trail Maintenance Fund by February 1st each year the Interagency Cooperative Agreement is in place, beginning in 2015.
- 6) Hereby agree, that aAll expenditures from the Trail Maintenance Fund shall be unanimously approved by an affirmative vote of not less than four (4) of the five (5) voting members of the Coordinating Council the Parties prior to disbursement. This may occur through unanimous approval by the Parties of the annual review, update and approval of the six (6) year trail capital improvement plan or on a case by case basis.
- 7) Inspect the trail within their area of jurisdiction annually to determine maintenance needs in order to bring these issues to the semi-annual meetings for prioritization and/or funding.
- 8) Send a representative to each meeting with the authority to vote on spending priorities.

III. SPOKANE COUNTY SHALL:

- 1) Establish a Trail Maintenance Fund for the collection and disbursement of monies contributed by the Parties as outlined herein in Section III, subsection 5.
- 2) Be responsible for bookkeeping and the disbursement of funds approved by the parties from the Trail Maintenance Fund.
- 3) Prepare an Annual Report of the accounting of revenues and expenditures of the Trail Maintenance Fund.

IV. CONTACTS

The Trail Maintenance Fund shall be administered by the Coordinating Council.

RCO 2018 Grant Matrix

Project	Funding	Total Est.	RCO Est.	Local Est.	
<u>Description</u>	RCO Program	Project Cost	Match Amt	Match Amt	Match Description
Don Kardong Bridge Rehabilitation The proposed project will rehabilitate the Don Kardong Pedestrian bridge to improve pedestrian and bicycle safety and preserve a critical Spokane River Centennial Trail connection, extending bridge life an additional 30 years. The project will replace the existing bridge decking, bridge overlooks, guardrail and timber framing, clean existing steel and concrete, and install new pedestrian scale guardrail lighting, accent lighting and bollards.	WWRP - Trails	\$1,452,000	\$726,000	\$726,000	Local matches include: 2019 Park Capital (\$150,000), 2020 Park Capital (\$500,000), Private Grant (\$76,000).
Riverfront Park Suspension Bridge Renovation This proposed project will renovate the Riverfront Park north suspension bridge to continue providing public access above the Spokane River Upper Falls for an additional 50 years. Bridge repair scope includes replacing the bridge decking, guardrails, metal decking supports, and vaults on either end of the bridge.	ALEA	\$1,700,000	\$500,000	\$1,200,000	Local matches include: 2019 Park Capital (\$0,000), 2020 Park Capital (\$0,000), Private Grant (\$0,000).

ALEA - Aquatic Lands Enhancement Account

LWCF - Land and Water Conservation Fund

WWRP - Washington Wildlife and Recreation Program

YAF - Youth Athletic Facilities

WWRP Categories: Local Parks, Trails and Water Access

Recreation and Conservation Office Applicant Resolution/Authorization

Organization Name (sponsor) City of Spokane Parks and Recreation Department
Resolution No. (if applicable)
, II
Draiget(e) Number(e) and Name(e)
Project(s) Number(s), and Name(s)
Project 18-1960 DEV – Don Kardong Bridge Rehabilitation
Project 18-2004 DEV – Riverfront Park Suspension Bridge Renovation

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

- 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
- 2. <u>Leroy Eadie, Director Spokane Parks and Recreation,</u> is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
- 3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
- 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
- 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

- 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
- 7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
- 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
- 9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
- 10. (Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
- 11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
- 12. [Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
- 13. [Acquisition Projects Only] Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
- 14. [Development, Renovation, Enhancement, and Restoration Projects Only If your organization owns the property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
- 15. [Development, Renovation, Enhancement, and Restoration Projects Only If your organization <u>DOES NOT own the property</u>] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

- 16. [Only for Projects located in Water Resources Inventory Areas 1 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
- 17. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- 18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location Spokane Park	Board Meeting	
Date		
[All Applicants] Signed a authorized member(s):	and approved on behalf of the res	colving body of the organization by the following
Signed		
Title	Date	
Washington State Attor	ney General's Office	
Approved as to form	Buon Faller	1/19/18
	Assistant Attorney General	Date

You may reproduce the above language in your own format; text however may not change.



Palisades Park Northward Expansion:

Achieving the Vision of Connecting Rimrock to Riverside

Palisades Park is a near-urban wildlife and recreation oasis perched on the Rimrock bluff west of downtown Spokane. The park's 700 acres of protected lands host miles of trails, provide habitat to a wide array of unique, native plants and animals, and the park provides some of the best views to be had eastward toward downtown Spokane and beyond. The Park's northern edge is tantalizingly close to the southern terminus of Riverside State Park.

Responding to interest and years of advocacy from members of the Palisades neighborhood, INLC has been asked to take an active role in working towards the goal of acquiring the lands necessary to connect Palisades Park northward to the southern boundary of Riverside State Park. Such a connection of these two parks will serve habitat preservation goals by conserving a key wildlife corridor, as well as expand recreation access as part of our proposed "Olmsted 2.0" regional park expansion and trail connectivity campaign.

Currently, there are ten pieces of undeveloped private land involved in securing this corridor, four of which have recently been purchased by conservation buyers. Additional land may be added to the project area if more willing sellers of undeveloped parcels adjacent to the park indicate their desire to participate in the process. Our goal is that the City Parks Department will resolve to own and manage this land as part of an enhanced and expanded Palisades Park, and as appropriate, assist in the purchase of these parcels. If necessary INLC could serve as an interim landowner with eventual transfer to City Parks.

INLC will help build community awareness and support for this project while helping to develop a funding strategy for the land acquisition. Excellent funding sources include State RCO grants, the Conservation Fund's low-interest loan program, or Spokane County's Conservation Futures program. Spokane County Parks staff as well as Riverside State Park staff have enthusiastically supported the idea of making this connection, and the corridor is identified in the County's Comprehensive Trail Plan. These factors would strengthen grant or loan applications.

Why:

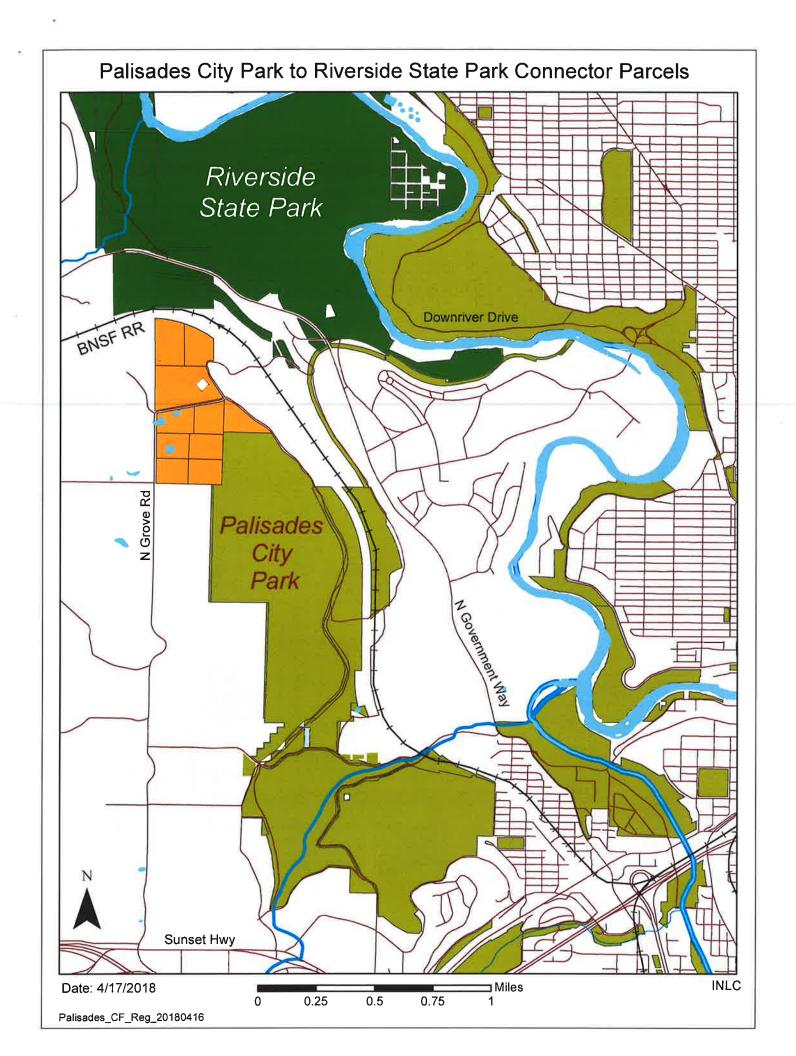
- Connect People to Nature. This Park expansion will grow the connectivity between Spokane's urban core to its near-urban wildlands. Outdoor recreationists will be able to hit the trails downtown and link up to dozens of miles of dirt trails. Part of the "Olmsted 2.0" park expansion and trail connectivity campaign.
- Expand Habitat Corridors. The Rimrock to Riverside corridor provides habitat for numerous species of animals both large and small as well as plant species and geologic features unique to the rimrock geography of the area. Adding these connecting lands to Palisades Park will help ensure that this viable habitat is not permanently lost to development.
- Legacy Project. Inspired by the visionary work of the Olmsted Brothers one hundred years ago, this is an opportunity to extend and expand upon Spokane's well-loved City Parks system by permanently protecting and connecting the lands between Palisades and Riverside.

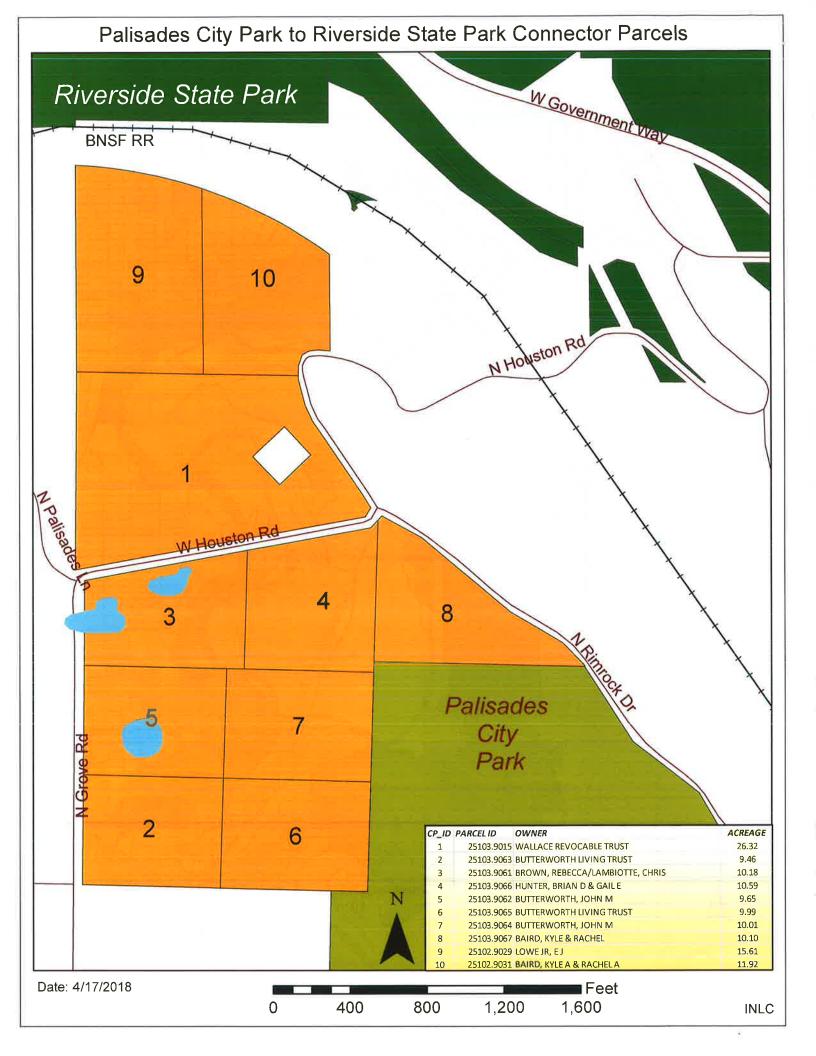
How:

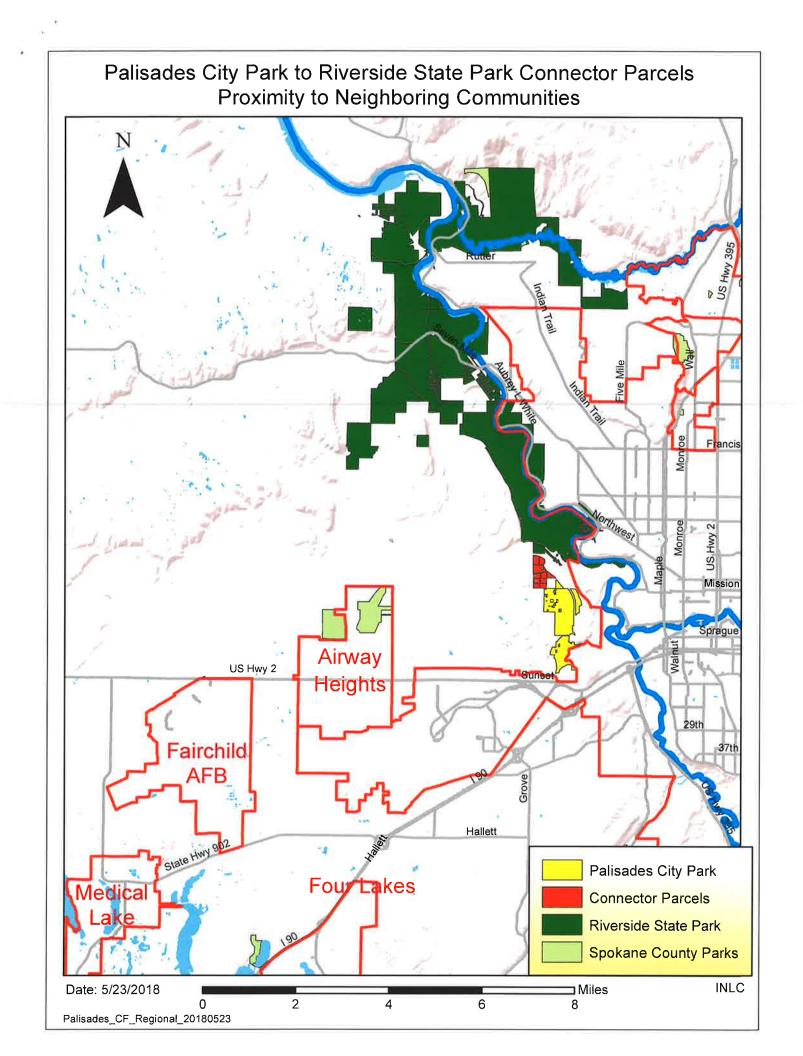
- Create Partnerships. Palisades Neighborhood Association, Inland Northwest Land Conservancy,
 Riverside State Parks and Spokane County Parks have all expressed interest in this idea.
 Together, along with Spokane City Parks and numerous other willing supporters, these
 organizations will be able to get this project done.
- Secure Funding. Potential funding sources for the land acquisition phase include Washington State RCO grants (LWCF Land and Water Conservation Fund, WWRP Washington Wildlife and Recreation Program), Private Foundations, Spokane County Conservation Futures, Spokane Parks and Recreation and The Conservation Fund or other national conservation organizations.
- Acquire the Land. Nine of the ten parcels of land necessary to make this connection are already
 owned by individuals who wish to see the lands become part of Palisades Park. The tenth parcel
 is on the verge of property tax default; we are poised to purchase the land at auction if
 necessary.

When:

• The time is now. Four of the ten parcels recently went on the market. Had it not been for the quick action, vision and generosity of Palisades neighbors who stepped in to buy the land, this opportunity would likely have been lost.







2/14/18

Dave Schaub, Executive Director Inland Northwest Land Conservancy 35 W. Main Ave. Spokane, WA 99201

Dear Mr. Schaub:

As you are aware, our neighborhood organization (Palisades) has long held a vision of expansion of Palisades Park. We have made some significant additions to the Park through the Conservation Futures Program. You are also aware of our current efforts to pursue further expansion.

Please accept our most sincere thanks for INLC's support and assistance, both recent and in past years.

In hopes of enhancing our chances of success in these renewed efforts, we recognize that, though dedicated to such expansion, our organization is not as ideally suited to play a lead role as is the INLC. Additionally, with a regional view, we regard the INLC as the most suited and capable of taking the lead role in this expansion project. INLC possesses the professional expertise, community standing and leadership that will serve this project best.

Therefore, we hereby formally request that INLC take the lead in our quest for Palisades Park expansion. In doing so, Palisades pledges to remain actively involved, providing all the support for the project that a neighborhood organization such as ours is capable of. Our vice-president, Craig Volosing, has pledged to remain actively involved and "at your service". He will also serve as the liaison between our two organizations.

Again, we thank you for your interest in Palisades Park expansion and do sincerely hope INLC will take the lead.

On behalf of the Board of Directors of Palisades,

Sincerely,

Brent Hendricks

Ex AM

President