



**CITY OF SPOKANE PARK BOARD
RIVERFRONT PARK COMMITTEE**

4 p.m. Monday, August 5, 2024
Pavilion Conference Room/WebEx teleconferencing
Jonathan Moog – Riverfront Park Director

Committee Members:

X Gerry Sperling – Chair
X Bob Anderson
X Kevin Brownlee
Hannah Kitz – Absent

Park Board:

Guests:

Parks Staff:

Fianna Dickson
Rhett McCall
Jonathan Moog

Summary

- The following item was approved for recommendation to the Park Board:
 - Memorandum of Agreement for Snxw Mene Interpretive Site Design
- June 2024 operations report was presented by Jonathan Moog

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. September 9, 2024, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Minutes

The meeting was called to order at 4:02 p.m. by committee chair Gerry Sperling.

Public comment: None

Action Items:

- A. **Memorandum of Agreement for Snxw Mene Interpretive Site Design** – *Jonathan Moog* presented. The Park Board approved a resolution in 2017 to rename Canada Island as Snxw Mene which included a pledge to work with the Spokane Tribe of Indians to determine appropriate land uses, activities, signage and public displays on the island. A Memorandum of Agreement is being presented for approval to grant the tribe and their subcontractors access to the island to gather information to factor into plans and design.
- **Motion #1** – Gerry Sperling moved to recommend the Memorandum of Agreement for Snxw Mene Interpretive Site Design with the caveat that the new additions to the MoA are approved by the Spokane Tribe.

Kevin Brownlee seconded.

The motion passed with unanimous consent (3-0 vote). It is proposed to place this as a consent action item on the agenda for the August 8 Park Board meeting.

Standing Report Items:

- A. July 2024 Operations Report –*Jonathan Moog* presented. Highlights included: 1) Movies in the Pavilion included pre-movie activities for Barbie with photo opportunities, face painting, and clowns and Wish had princess themed festivities, 2) 4th of July festivities included the Carnival, fireworks and band performance, 3) efforts to activate the Numerica Skate Ribbon with themed Family Skate Nights with a DJ and activities, 4) there were three concerts in July including a sold-out Megan Moroney show, 5) the local studios supporting our Riverfront Moves series were highlighted, providing free fitness events to the community, 6) the new Stepwell fence has been installed, 7) the 115th anniversary of the Looff Carrousel was celebrated on National Carrousel Day, July 25, 8) coming soon will be a new audio tour for the Numerica SkyRide, narrated by Margo Hill including native Salish, and 9) the exploration with the Lion's Club to create an outdoor classroom just off of Post Street at the shelter near the bridge.

Adjournment: The meeting was adjourned at 5:09 p.m.

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Spokane Park Board

Briefing Paper



Committee	Riverfront Park	Committee meeting date: August 5, 2024	
Requester	Jonathan Moog	Phone number: 509-625-6243	
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 <small>(Click HERE for link to the adopted plan)</small>	Goal L, Objective 1	Master Plan Priority Tier: <small>(pg. 171-175)</small>	First Tier
Item title: (Use exact language noted on the agenda)	Memorandum of Agreement for Snxw Mene Interpretive Site Design		
Begin/end dates	Begins: 08/08/2024	Ends: 07/30/2027	<input type="checkbox"/> 06/01/2525
Background/history: On March 9, 2017 Spokane Park Board adopted a resolution renaming Canada Island to Snxw Mene? and pledged to work with the Spokane Tribe of Indians (STOI) to determine appropriate land uses, activities, signage and public displays. The island was officially dedicated in Oct 2019 when the tribe flag was flown for the first time. This Memorandum of Agreement establishes terms to enable STOI to begin design work for island improvements and submit a plan for Park Board approval prior to commencing construction.			
Motion wording: Approve a Memorandum of Agreement with the Spokane Tribe of Indians for Design of Snxw Mene Interpretive Site at Riverfront Park.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Greg Abrahamson Email address: grega@spokanetribe.com Phone: 509-458-6561			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog, Garrett Jone, Nick Hamad Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: NA Budget code: NA			
Vendor: <input checked="" 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)			



City Clerk's No. _____

**MEMORANDUM OF AGREEMENT
CONCERNING DESIGN OF SNXW MENE INTERPRETIVE SITE AT RIVERFRONT PARK**

THIS MEMORANDUM OF Agreement ("MOA") is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as "City", and SPOKANE TRIBE OF INDIANS ("STOI" or "TRIBE"), whose address is 6195 Ford-Wellpinit Road, Wellpinit, Washington 99040.

WHEREAS, On March 9, 2017 Spokane Park Board adopted a resolution renaming Canada Island to Snxw Mene? and pledged to work with the STOI to determine appropriate land uses, activities, signage and public displays on the island and throughout Riverfront Park; and,

WHEREAS, City through Riverfront Park Department seeks to activate affordable and compelling park experiences for and on behalf of the Spokane community; and,

WHEREAS, City desires to advance the goals of the Riverfront Park Master plan through a continuation of the Riverfront Redevelopment Project to Snxw Mene ("Island"); and,

WHEREAS, STOI desires to protect, preserve, and enhance tribal traditional values by honoring their past and reestablishing their connection to the Spokane falls area through education and culture; and,

WHEREAS, STOI seeks to provide educational opportunities and reintroduce the Spokane Tribe to this Island, and provide the greater Spokane community with opportunities to learn about the Tribe and its culture; and,

WHEREAS, STOI currently has the funding necessary to design the proposed improvements and redevelop Snxw Mene as depicted in Exhibit A; and

WHEREAS, STOI needs access to the Snxw Mene for its contractors to collect information about Snxw Mene to develop an improvement plan for the Island; and

WHEREAS, STOI wants to ensure that prior to dedicating financial resources to designing improvements on the Island that STOI has an exclusive right to redevelop the premises if the necessary construction funding is obtained, and the City approves the proposed redevelopment.

-- NOW THEREFORE, the parties agree as follows:

1. TERM

The term of this MOA begins upon execution of this agreement and runs for an initial period of three (3) years ("Initial Term") ending on July 30, 2027, for design services and may be amended by written agreement. This MOA may be terminated by either party for any reason upon giving the other party 60 days written notice.

2. RESPONSIBILITIES OF CITY.

- A. City hereby grants access to the premises to STOI and/or its subcontractors for purpose of collecting the information necessary for the development of an improvement plan for the Island. To the extent STOI and/or its subcontractors need to access to property not owned by the City (i.e., AVISTA), STOI recognizes it must secure permission for such access from such other entity independent of this MOA. The City may not legally agree to provide such access since City does not own such property.
- B. During the Term of this MOA the City will not solicit any other 3rd parties for redevelopment plans for the Island or allow redevelopment by 3rd parties of the Island without the permission of STOI.
- C. The City will timely and in good faith review any improvement plan submitted by STOI during the term of this MOA and, if approved, in good faith negotiate an agreement that addresses the construction and long-term maintenance of such improvements.

3. RESPONSIBILITIES OF STOI.

- A. Diligently pursue and develop a Snxw Mene improvement plan and bear all costs associated with the design. STOI expects that the design may include but not be limited to the following:
 - Upgrade landscaping to reflect a nature-core aesthetic utilizing native flora and fauna rather than non-native/invasive species.
 - Create a public speaking area that has a central stage/podium/pavilion area surrounded by built-in seating for 10-20 and seating/standing room for an additional 50-100 individuals (individuals would need to bring their own chairs for seating in this area). This space may include sufficient electrical, audio, and lighting for public events.
 - Design 10-15 vendor stations that would be compatible for pop-up vendors/food trucks.
 - The existing fourteen (14) free-standing storytelling pedestals will not be initially included in the design the parties will work together to if there is an opportunity to coordinate in the future.
 - Upgrade existing lighting and provide more across the entire island if deemed necessary.
 - Upgrade electrical throughout the Island.
 - Add water fountains throughout the Island.
 - Add communications cable, fiber, wireless, and/or other utility services.

B. STOI shall, if completed during the term of this MOA, submit a preliminary improvement plan to the Parks Department which contains:

- A site plan depicting existing and proposed improvements, including but not limited to, demolition of existing elements, location of all structures, pedestrian and vehicular ingress and egress routes, fences, etc.
- Character sketches illustrating the facades and general appearance of the improvements.
- The Design Steering Committee's recommendation to the Park Board for their action (i.e. acceptance) of the submitted preliminary improvement plan.
- Within (90) days after Park Board approval of the preliminary improvement plans, or as otherwise mutually agreed, STOI and their agent(s) shall prepare construction documents in substantial conformance with the approved preliminary improvement plans for review and approval by the Parks Director or designee.

C. STOI shall not commence with construction until receiving approval of construction documents by the Parks Director or designee, and not prior to the execution of the construction, operation, and long-term maintenance agreement for the improvement plan between the City and STOI.

4. License.

The City grants STOI a non-exclusive and revocable license to enter and use of the site known as snxw mene, as depicted on Exhibit A (the "Premises") for the purposes of design and development of the improvement plan.

General Terms

INDEMNIFICATION. The STOI 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 STOI's or its subcontractors' negligence or willful misconduct under this MOA, including attorneys' fees and litigation costs; provided that nothing herein shall require STOI or its subcontractors 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 STOI's and/or STOI's subcontractors' 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 STOI and/or its subcontractors, its agents or employees. STOI specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by STOI's and/or STOI's subcontractors' own employees against the City and, solely for the purpose of this indemnification and defense, STOI specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The STOI 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.

WAIVER, JURISDICTION, AND VENUE. The STOI hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action brought against STOI by City and arising or alleged to arise out of the furnishing by City of any product or service under this Agreement, whether such action is based in contract, tort, strict liability, civil liability or any other legal theory; and agrees that Venue for any action arising under or related to this Agreement shall be in a court of competent jurisdiction located in Spokane County, State of Washington.

PUBLIC RECORDS ACT. Both the City and the STOI understand and acknowledges that they are each subject to the Public Records Act, RCW 42.56 *et seq* ("the Act"). This Agreement and all public records associated with this Agreement shall be available from the City for inspection and copying by the public where required by the Public Records Act. To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the STOI considers any portion of any record provided to the City under this Agreement to be confidential or proprietary information protected from disclosure under law, then the Contractor shall clearly identify any such specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified as confidential or proprietary by the STOI and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligations shall be to notify the STOI (a) of the request and (b) of the date that such information will be released to the requester unless

the STOI obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the STOI fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Memorandum shall have or acquire any interest in it, 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 the Memorandum.

Dated: _____

CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

SPOKANE TRIBE OF INDIANS

By: _____

Title: _____

Email Address:

Exhibit A MAP



**CITY OF SPOKANE PARK BOARD
RESOLUTION**

A Resolution regarding Naming and Redevelopment of Canada Island in Riverfront Park.

WHEREAS, the Spokane Tribal Business Council (“Tribal Council”) is the duly constituted governing body of the Spokane Tribe of Indians (“Tribe”) by authority of the Constitution of the Spokane Tribe (“Constitution”); and

WHEREAS, under the Constitution of the Tribe, the Spokane Tribal Business Council is authorized to negotiate with and represent the Tribe before federal, state and local governments and their departments and agencies; and

WHEREAS, Spokane Falls was the location of an abundant salmon fishery and, in years of abundance, the Spokane Tribe would invite friendly neighboring tribes to partake in the salmon harvest; and

WHEREAS, the Tribe maintains strong connections to its aboriginal homelands, including the great Spokane Falls; and

WHEREAS, within the Spokane Falls area lies an Island known to non-Indians as “Canada Island” or “Cannon Island”; and

WHEREAS, Canada Island remains an important Cultural Resource for the Tribe; and

WHEREAS, the Spokane Park Board is empowered by the City Charter to lay out, establish, purchase, procure, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways; and

WHEREAS, in 1974, the City of Spokane changed the name of Cannon Island to Canada Island as part of the 1974 International Environmental Exposition held in Riverfront Park (“Expo ‘74”); and

WHEREAS, after Expo ‘74, Canada Island and the rest of the exposition grounds were dedicated as a city park and thus under the exclusive control of the Spokane Park Board, which includes the power to rename the island; and

WHEREAS, in 2014, the citizens of Spokane approved a \$64.3 million bond to revitalize and redevelop Riverfront Park (the “Riverfront Redevelopment Project”); and

WHEREAS, as part of the Riverfront Redevelopment Project, the City of Spokane and the Spokane Park Board wish to promote awareness of its first inhabitants, the Spokane Tribe, and

WHEREAS, as part of the Riverfront Redevelopment Project, the City of Spokane and the Spokane Park Board wish to rename Canada Island to a name chosen by the Spokane Tribe and approved by the Spokane Park Board, and wish further that the Spokane Tribal place name (and its English translation) to serve as a dedication to the Spokane Tribe by the residents of the City of Spokane; and

WHEREAS, the Spokane Park Board in cooperation with the Canadian Government, Consul General of Canada James K. Hill recognizes “Small acts like renaming Canada Island to honor the original inhabitants of the Spokane area are symbolically important to the ongoing process in both Canada and the U.S.”; and

WHEREAS, two names were presented to the Park Board for consideration in order of preference the first and preferred name is *snx^w mene?* (pronounced Sin-hoo-men-huh meaning Salmon People); and

WHEREAS, a public survey was conducted to discover the public preference for the name, almost 60% of the responses favored *snx^w mene?* (pronounced Sin-hoo-men-huh meaning Salmon People); and

WHEREAS, Spokane Tribe, public input and Park Board all favor *snx^w mene?* (pronounced Sin-hoo-men-huh meaning Salmon People), for the new name of Canada Island; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane Park Board, hereby agrees to the new name for Canada Island as *snx^w mene?* (pronounced Sin-hoo-men-huh meaning Salmon People) selected by the Spokane Tribe, acting by and through its Spokane Business Council and in consultation with tribal elders and cultural resources staff; and

BE IT FURTHER RESOLVED as part of the Riverfront Redevelopment Project, all staff, designers, and contractors associated with the Project will work with the Tribe to identify and

