



Agenda Sheet for City Council Meeting of:
02/25/2019

Date Rec'd	1/15/2019
Clerk's File #	OPR 2014-0593
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PARKS & RECREATION
Contact Name/Phone	GARRETT JONES 363-5462
Contact E-Mail	GJONES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1400 - SPOKANE RIVER CENTENNIAL TRAIL INTERAGENCY COOPERATIVE AGREEMENT

Agenda Wording
This cooperative agreement defines roles and responsibilities for management of the Centennial Trail. Primary changes in the proposed amended agreement involve adding the city of Liberty Lake as a participating entity.

Summary (Background)
In May of 2014, the Park Board approved the new cooperative agreement for the maintenance and responsibilities of the Centennial Trail. Parks is requesting approval of the amended agreement to add the city of Liberty Lake as an entity and other minor clarifications. Term of agreement is 20 years and may be renewed in 10-year increments or as changes are needed. Fiscal impact will continue to be \$20,000 annually from the capital improvement budget.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	CONLEY, JASON K.	Study Session	
Division Director	EADIE, LEROY	Other	PIES - 01/28/2019
Finance	BUENING, MARK	Distribution List	
Legal	DALTON, PAT	pclarke@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	avorderbruggen@spokanecity.org	
Additional Approvals			
Purchasing			

APPROVED BY
SPOKANE CITY COUNCIL:
[Signature]
2/25/2019
CITY CLERK

**Spokane River Centennial Trail
Interagency Cooperative Agreement
Amended**

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 March of 22, 201⁹, 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 or adjacent 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 multi-purpose 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 39.34.30 (2) to cooperate with the COUNTY, LIBERTY LAKE, 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:

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 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 e-mail. 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 OR PARKS DEPARTMENT-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 and Don Kardong Bridge are located on SPOKANE-owned property. Routine maintenance of these bridges will be the responsibility of SPOKANE. Any repairs relating to the structural integrity of the bridges; 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, LIBERTY LAKE, 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 than 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 Realignment 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

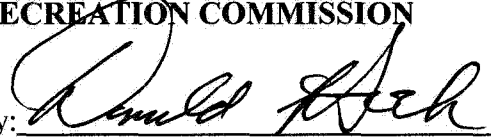
There shall be no common ownership of any real or personal property under the terms of this Agreement. Each party to this Agreement shall separately own its real and personal property. The Coordinating Council referenced in Section 3 will administer the provisions of this Agreement, as well as the Management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

IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

DATED: 3-22-2019

WASHINGTON STATE PARKS AND RECREATION COMMISSION

By: 
DIRECTOR

Approved as to form:

By: Michael Young
Assistant Attorney General
March 1, 2018

IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

DATED: 3/4/19 CITY OF SPOKANE

By: David A. Cullen
MAYOR

Attest:

Lena Hjorts
City Clerk

Approved as to form:

By: Nairodle
Assistant City Attorney

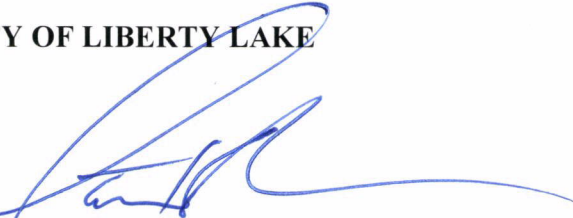


IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.


NOTE: There will be a separate signature page for each entity signing the agreement.

DATED: October 3, 2018

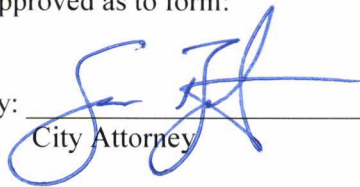
CITY OF LIBERTY LAKE

By: 
MAYOR

Attest:


City Clerk

Approved as to form:

By: 
City Attorney

IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

DATED: 9/24/2018 CITY OF SPOKANE VALLEY

By: Mark Calhoun
CITY MANAGER

Attest:

Christine Bainbridge
Christine Bainbridge, City Clerk

Approved as to form:

By: Cay P. Doshell
Office of the City Attorney

IN WITNESS WHEREOF, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

PASSED AND ADOPTED this 25th day of September, 2018.

BOARD OF COUNTY COMMISSIONERS



ATTEST:

Ginna Vasquez
Ginna Vasquez,
Clerk of the Board

Josh Kerns
JOSH KERNS, CHAIR

Mary E. Kuney
MARY KUNEY, VICE-CHAIR

ABSENT
AL FRENCH, COMMISSIONER

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. 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 law enforcement and 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 Trail 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 provide documentation of all law enforcement activities related to the Trail 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.
- 6) Hereby agree, that all expenditures from the Trail Maintenance Fund shall be approved by an affirmative vote of not less than four (4) of the five (5) voting members of the Coordinating Council prior to disbursement.
- 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 II, 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.