MEMORANDUM OF UNDERSTANDING

COORDINATED PARKWAY PLANNING AMONG COUNTIES ALONG THE SANTA ANA RIVER CORRIDOR

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into effective this 27th day of June, 2006, by and between The County of Orange, a subdivision of the State of California, hereinafter referred to as "ORANGE"; The County of Riverside, a subdivision of the State of California, herein referred to as "RIVERSIDE"; The County of San Bernardino, a subdivision of the State of California, herein referred to as "SAN BERNARDINO"; The Santa Ana Watershed Project Authority, a recognized regional agency that has significant responsibility for the management of the Santa Ana River throughout the watershed, herein referred to as "SAWPA"; and The Wildlands Conservancy, a non-profit public benefit corporation that has been instrumental in the development of the Parkway to date and is uniquely positioned and capable of fostering good stewardship throughout the basin, herein referred to as "WILDLANDS" (each a "PARTY" and collectively the "PARTIES"). The purpose of the MOU is to establish a mechanism to facilitate planning, project implementation, and reporting and accountability for the parties as they endeavor to create a recreational parkway along the Santa Ana River.

RECITALS

WHEREAS, certain lands within the counties of Orange, Riverside and San Bernardino form an expansive watershed which leads from the San Bernardino Mountains to the Pacific Ocean along a river course known as the Santa Ana River; and

WHEREAS, the Santa Ana River is a 110-mile-long river that serves the diverse needs of the three counties and adjacent cities including flood control, water conservation, habitat protection, education and recreation; and

WHEREAS, the parties have identified the common desire to create a 100-mile long recreational parkway adjacent to the Santa Ana River; and

WHEREAS, Orange, Riverside and San Bernardino Counties, along with several cities, have separately adopted recreational plans, that include trails; and

WHEREAS, these regional and local plans identify the Santa Ana River as an important recreational corridor, and the parties have identified the need to coordinate these activities along the river to ensure consistency, facilitate planning, and share resources; and

WHEREAS, a recreational parkway along the Santa Ana River would provide a trail system that is accessible to more than 7 million people living within a 2-hour drive, and that the river trail consists of a Class I (paved off-road) bikeway and a separate riding and hiking trail designed to serve the needs of equestrians, joggers, and bicyclists; and

WHEREAS, on March 12, 1976, then Secretary of Interior Thomas Kleppe deemed portions of the trail in Orange County and San Bernardino County as the Santa Ana River National Recreational Trail #80 and #100, respectively, establishing for the first time, a national trail along the Santa Ana River; and

WHEREAS, the parties recognize that visitors to the Santa Ana River would derive a substantial additional benefit if the separate lengths of the Santa Ana River Trail were connected together, thus allowing public access to the entirety of local and regional recreational facilities along the river; and

WHEREAS, the parties recognize the substantial public interest and benefit for a continuous recreational trail from the San Bernardino Mountains to the Pacific Ocean.

NOW THEREFORE, THE PARTIES to this Agreement hereby agree as follows:

1. The PARTIES will establish an advisory committee comprised of eight (8) voting members: one elected Supervisor from each of the three counties, three elected city representatives (one from each county to be appointed by the Supervisor of that county), one representative from SAWPA, and one representative from WILDLANDS for a total of eight (8) members. Each County shall also have one non-voting city representative. The committee will be referred to as the Policy Advisory Group ("PAG"). The PARTIES also agree that:

a. The role of the PAG will be to monitor progress of the Santa Ana River Parkway, discuss issues related to that progress, and facilitate coordinated decision making across jurisdictional boundaries to ensure expeditious completion of the Parkway. Decisions will be made by majority vote. Only elected officials will be able to vote on matters related to the use of funds obtained by SAWPA or from other sources. SAWPA and WILDLANDS shall abstain from voting on matters related to the use of such public funds in connection with this Agreement.

b. The PAG will consider recommendations made by a technical advisory group (described below) in its decision-making.

c. The PAG will schedule and notice bi-monthly meetings in accordance with the Ralph M. Brown Act at a mutually agreed upon date, time and location within the jurisdiction of one of the participating agency representatives [Government Code §54954(b)(3)] with date, time, and location to be determined by availability of PAG members.

d. PAG meetings will be convened by a chair, elected by majority of the PAG members, who will hold the position for one year. After one year, the chair will rotate to another PAG member as nominated and agreed upon by a majority of the PAG members. Alternatively, the chair may serve successive years and need not be rotated if agreed upon by a majority of the PAG members. The PAG members may also agree to elect, by a majority vote, a vice-chair to act on the chair's behalf in case of the chair's absence.

e. The chair has the responsibility of convening meetings, producing and posting agendas, and signing letters as directed by a majority of the PAG members. PAG members shall have the opportunity at the next PAG meeting to review, comment and approve of draft documents before signature by the chair.

f. The PAG will evaluate its progress and effectiveness annually and revise this agreement as necessary to meet the changing needs of the Parkway effort.

g. Once the Parkway is completed, the PAG will revisit its purpose and need for its existence. If the PAG determines that its existence is no longer necessary, it shall disband.

2. The PARTIES will establish a technical working group comprised of staff from Parks and Open Space or related departments from the three counties that are PARTIES to this Agreement, the cities adjacent to the river, special districts (e.g., Jurupa Parks and Recreation et al.), California State Parks, SAWPA and WILDLANDS, and that group shall be referred to as the Technical Advisory Group ("TAC"). The PARTIES also agree that:

a. The role of the TAC is to review progress on the Parkway, share information regarding on-going and future development, identify opportunities for sharing

and leveraging resources, coordinate activities across jurisdictional boundaries, and apprise the PAG of Parkway progress and associated issues.

b. The TAC will address logistical issues including development and installation of signage and sharing responsibilities associated with operations and maintenance and public safety. The TAC may create subcommittees to study these issues and make recommendations to the PAG.

c. TAC meetings will be convened by a chair, elected by a majority of TAC members, who will hold the position for one year. After one year, the chair will rotate to another TAC member elected by a majority of the TAC members. Alternatively, the Chair may serve successive years and need not be rotated if agreed upon by a majority of the TAC members. A vice-chairman may also be elected, if necessary and desired.

d. The TAC chairman has the responsibility of interfacing with and advising the PAG, either informally or on a regular basis (as decided by the TAC in coordination with the PAG.) The chair will bring TAC's recommendations to the PAG, identify decision points, and prepare reports as necessary.

3. SAWPA has the authority to apply for funds on their behalf of the County parties, as identified in a separate agreement dated October 16, 2001. SAWPA agrees to coordinate funding requests through the TAC which will request approval from the PAG for any such coordinated funding request.

4. The PARTIES agree to work cooperatively and expeditiously to complete the Santa Ana River Trail.

5. The PARTIES agree to work cooperatively with other non-signatory, but essential agencies.

6. The term of the Agreement shall be five years from the date of the last signature in time below unless otherwise terminated pursuant to Section 1.g. or by mutual consent of all of the PARTIES to this Agreement. All PARTIES have the right to withdraw from this Agreement. If so, the PARTY that wishes to withdraw must give 120 days notice to the remaining PARTIES. In the event of a PARTY's withdrawal, this agreement must be amended to reflect the change in membership.

IN WITNESS WHEREOF, each party hereto has executed this AGREEMENT by a duly authorized representative as of the date set forth above.

SANTA ANA WATERSHED PROJECT AUTHORITY, a Special District

By: _____
Chairman of the Board

Dated: _____

APPROVED AS TO FORM:

By: _____
Attorney

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE GENERAL MANAGER

_____
SAWPA Administrative Services Manager
Riverside, California

_____
Clerk of the Board

COUNTY OF ORANGE, a subdivision of The State of California

By: _____
Chairman of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:
BENJAMIN P. DEMAYO,
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
Deputy

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

_____
Darlene J. Bloom
Clerk of the Board of Supervisors

COUNTY OF RIVERSIDE, a subdivision of The State of California

By: _____
Chairman of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:
JOE S. RANK,
COUNTY COUNSEL
RIVERSIDE, CALIFORNIA

By: _____
Deputy

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

_____
Nancy Romero
Clerk of the Board of Supervisors

COUNTY OF SAN BERNARDINO, a subdivision of The State of California

By: _____
Chairman of the Board of Supervisors

Dated: JUN 2 7 2006

APPROVED AS TO FORM:
DENNIS E. WAGNER,
INTERIM COUNTY COUNSEL
SAN BERNARDINO, CALIFORNIA

By: _____
Deputy

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Dena M. Smith
Clerk of the Board of Supervisors

By: _____
Deputy

Date: JUN 2 7 2006

BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO
1853
SAN BERNARDINO COUNTY, CA

THE WILDLANDS CONSERVANCY, a non-profit public benefit corporation

By: _____
Executive Director

Dated: _____

APPROVED AS TO FORM:

By: _____
Attorney

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE GENERAL MANAGER

_____
Clerk of the Board
Of Wildlands Conservancy

#281142

PROJECT: Santa Ana River Collaboration
Santa Ana River Trail and Bikeway

Agreement No._____
(Job No.)

IN WITNESS WHEREOF, each party hereto has executed this AGREEMENT by a duly authorized representative as of the date set forth above.

SANTA ANA WATERSHED PROJECT AUTHORITY, a Special District

DATE: _____

By: _____
Chairman of the Board of SAWPA
Riverside, California

COUNTY OF ORANGE, a subdivision of The State of California

DATE: _____

By: _____
Chairman of the Board of Supervisors
of Orange County California

COUNTY OF RIVERSIDE, a subdivision of The State of California

DATE: _____

By: _____
Chairman of the Board of Supervisors
of Riverside County California

COUNTY OF SAN BERNARDINO, a subdivision of The State of California

DATE: _____

By: _____
Chairman of the Board of Supervisors
of SAN BERNARDINO County California

WILDLANDS CONSERVANCY, a private non-profit organization

DATE:_____

By:_____
Executive Director, Wildlands Conservancy,
Oak Glen, California

Exhibit 2: Memorandum of Understanding for Coordinated Parkways Planning Among Counties Along The Santa Ana River Corridor (Feb. 14, 2006)

PROJECT: Santa Ana River Collaboration
Santa Ana River Trail and Bikeway

Agreement No._____
(Job No.)

In WITNESS WHEREOF, each party hereto has executed this AGREEMENT by a duly authorized representative as of the date set forth above.

COUNTY OF ORANGE
a political subdivision of the State of California

Date: 10-17-06

By: Bill Campbell
Chairman of the Orange County Board of Supervisors

Signed and certified that a copy of this document has been delivered to the Chairman of the Board.

Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
County Counsel
Orange County, California

Date: 9/22/06

By: Thomas A. Mills
Deputy County Counsel

PROJECT: Santa Ana River Collaboration
Santa Ana River Trail and Bikeway

Agreement No._____
(Job No.)

IN WITNESS WHEREOF, each party hereto has executed this AGREEMENT by a duly authorized representative as of the date set forth above.

SANTA ANA WATERSHED PROJECT AUTHORITY, a Special District

DATE: _____

By: _____
Chairman of the Board of SAWPA
Riverside, California

COUNTY OF ORANGE, a subdivision of The State of California

DATE: _____

By: _____
Chairman of the Board of Supervisors
of Orange County California

COUNTY OF RIVERSIDE, a subdivision of The State of California

DATE: June 27, 2006

By: Bob Buster
Chairman of the Board of Supervisors
of Riverside County California - Bob Buster

COUNTY OF SAN BERNARDINO, a subdivision of The State of California

DATE: _____

By: _____
Chairman of the Board of Supervisors
of SAN BERNARDINO County California

WILDLANDS CONSERVANCY, a private non-profit organization

DATE: 1-8-2007

By: David Myers
Executive Director, Wildlands Conservancy,
Oak Glen, California

PROJECT: Santa Ana River Collaboration
Santa Ana River Trail and Bikeway

Agreement No._____
(Job No.)

APPROVED AS TO FORM:
Gregory P. Priamos, COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
Deputy

By: _____
SAWPA Attorney

APPROVED AS TO FORM:
BENJAMIN P. DEMAYO, COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE GENERAL MANAGER

By: _____
Deputy

_____
SAWPA Administrative Services Manager
Riverside, California

By: _____
County Counsel

By: _____
Clerk of the Board

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:
BENJAMIN P. DEMAYO, COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

_____
Darlene J. Bloom
Clerk of the Board of Supervisors
Of Orange County, California

By: _____
Deputy

_____
Clerk of the Board

By: Joe S. Rank
County Counsel

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:
JOE S. RANK, COUNTY COUNSEL
RIVERSIDE, CALIFORNIA

PROJECT: Santa Ana River Collaboration
Santa Ana River Trail and Bikeway

Agreement No._____
(Job No.)

Nancy Romero
Clerk of the Board of Supervisors
Of Riverside County, California

By: _____
Deputy

_____
Interim Clerk of the Board

By: _____
County Counsel

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:
RONALD D. REITZ, COUNTY COUNSEL
SAN BERNARDINO, CALIFORNIA

_____
Dena Smith, Interim Clerk of the Board
Clerk of the Board of Supervisors
Of San Bernardino County, California

By: _____
Deputy

Item #57
New
Attachment

SANTA ANA RIVER MOU
SAN BERNARDINO COUNTY POLICY

- **County Supervisor member on the Policy Advisory Group (PAG) must have a portion of the Santa Ana River within their district, with another County Supervisor designated as an "Alternate" member, also having the Santa Ana River within their district.**

- **City representative on the PAG must be appointed from a supervisorial district other than the district represented by the appointed County Supervisor; and that City representative must have the Santa Ana River within its City's incorporated boundaries.**

The 5th Supervisorial District has approximately 8 miles of the Santa Ana River within its boundaries.

The 3rd Supervisorial District has approximately 26 miles of the Santa Ana River within its boundaries, starting at the headwaters of the Santa Ana River.