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Memorandum of Understanding

Coordinated Parkway Planning

Among Counties along the

Santa Ana River Corridor

THIS AGREEMENT, hereby dated the 14th day of February, 2006,

BY AND BETWEEN

The County of Orange, a subdivision of the State of California, hereinafter referred to as "ORANGE";

AND

The County of Riverside, a subdivision of the State of California, hereinafter referred to as "RIVERSIDE";

AND

The County of San Bernardino, a subdivision of the State of California, hereinafter referred to as "SAN BERNARDINO";

AND

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, hereinafter referred to as "SAWPA";

AND

The Wildlands Conservancy, a private non-profit group 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, hereinafter referred to as "WILDLANDS";

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

1
2 **WHEREAS**, certain lands within the counties of Orange, Riverside and San Bernardino form an expansive
3 watershed which leads from the San Bernardino Mountains to the Pacific Ocean along a river course known as the
4 Santa Ana River, and

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

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

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

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

14 **WHEREAS**, a recreational parkway along the Santa Ana River would provide a trail system that is accessible
15 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)
16 bikeway and a separate riding and hiking trail designed to serve the needs of equestrians, joggers, and bicyclists;
17 and

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

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

24 **WHEREAS**, the parties recognize the substantial public interest and benefit for a continuous recreational trail
25 from the San Bernardino Mountains to the Pacific Ocean.
26

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

2 1. The PARTIES will establish an advisory committee comprised of eight (8) voting members:
3 one elected Supervisor from each of the three counties, three elected city representatives (one
4 from each county to be appointed by the Supervisor of that county), one representative from
5 SAWPA, and one representative from WILDLANDS for a total of eight (8) members. The
6 committee will be referred to as the Policy Advisory Group (PAG). The PARTIES also agree
7 that:

- 8 a. The role of the PAG will be to monitor progress of the Santa Ana River Parkway,
9 discuss issues related to that progress, and coordinate decision making across
10 jurisdictional boundaries to ensure expeditious completion of the Parkway. Decisions
11 will be made by simple majority and will be limited to the existing authority of PAG
12 members. Creation of this PAG confers no new authority on its members. Only elected
13 officials will be able to vote on matters related to the use of public funds, and SAWPA
14 and WILDLANDS shall abstain from voting on matters related to the use of such public
15 funds in connection with this Agreement.
- 16 b. The PAG will consider recommendations made by a technical advisory group
17 (described below) in its decision making.
- 18 c. The PAG will schedule bi-monthly meetings at a mutually agreed upon date, time and
19 location to be determined by availability of PAG members.
- 20 d. PAG meetings will be convened by a chair, elected by majority of the PAG members,
21 who will hold the position for one year. After one year, the chair will rotate to another
22 PAG member as nominated and agreed upon by a majority of the PAG members.
23 Alternatively, the chair may serve successive years and need not be rotated if agreed
24 upon by a majority of the PAG members. The PAG members may also agree to elect,
25 by a majority vote, a vice-chair to act on the chair's behalf in case of the chair's
26 absence.

- 1 e. The chair has the responsibility of convening meetings, producing agendas, and signing
2 letters as directed by a majority of the PAG members. PAG members shall have the
3 opportunity at the next PAG meeting to review, comment and approve of draft
4 documents before signature by the chair.
- 5 f. The PAG will evaluate its progress and effectiveness annually and revise this
6 agreement as necessary to meet the changing needs of the Parkway effort;
- 7 g. Once the Parkway is completed, the PAG will revisit its purpose and need for its
8 existence. If the PAG determines that its existence is no longer necessary, it shall
9 disband.

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

- 15 a. The role of the TAC is to review progress on the Parkway, share information regarding
16 on-going and future development, identify opportunities for sharing and leveraging
17 resources, coordinate activities across jurisdictional boundaries, and apprise the PAG of
18 Parkway progress and associated issues.
- 19 b. The TAC will address logistical issues including development and installation of signage
20 and sharing responsibilities associated with operations and maintenance and public
21 safety. The TAC may create subcommittees to study these issues and make
22 recommendations to the PAG.
- 23 c. TAC meetings will be convened by a chair, elected by a majority of TAC members, who
24 will hold the position for one year. After one year, the chair will rotate to another TAC
25 member elected by a majority of the TAC members. Alternatively, the Chair may serve
26

1 successive years and need not be rotated if agreed upon by a majority of the TAC
2 members. A vice-chairman may also be elected, if necessary and desired.

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

7 3. The PARTIES agree to allow SAWPA to apply for funds on their behalf as identified in a
8 separate agreement dated October 16, 2001. SAWPA agrees to coordinate funding requests
9 through the TAC which will request approval from the PAG for any such coordinated funding
10 request.

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

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

14 6. The term of the Agreement shall be five years from the date of the last signature in time below
15 unless otherwise terminated by mutual consent of all of the PARTIES to this Agreement. All
16 PARTIES have the right to withdraw from this Agreement. If so, the PARTY that wishes to
17 withdraw must give 120 days notice to the remaining PARTIES with the obligation to continue to
18 fund ongoing expenses/operations until completed. In the event of a PARTY's withdrawal, this
19 agreement must be amended to reflect the change in membership.

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**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: *March W. J. Sporn*
Chairman of the SAWPA Commission
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