

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

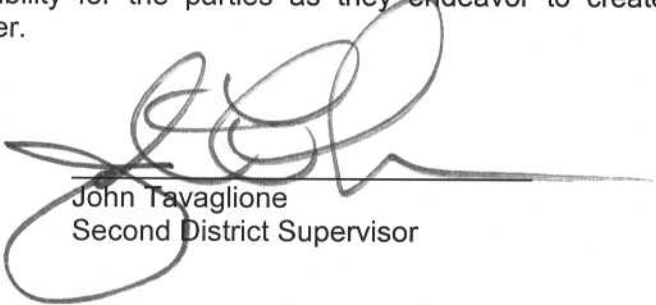
**SUBJECT:** Supervisor John Tavaglione

**SUBMITTAL DATE:** June 27, 2006

**SUBJECT:** Memorandum of Understanding between Riverside, Orange and San Bernardino Counties, the Santa Ana River Watershed Project Authority and the Wildlands Conservancy for coordinated parkway planning among counties along the Santa Ana River Corridor

**RECOMMENDED MOTION:** That the Board of Supervisors approve the MOU for coordinated parkway planning among counties along the Santa Ana River Corridor.

**BACKGROUND:** The purpose of this 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.



John Tavaglione  
Second District Supervisor

Prev. Agn. ref.

Dist.

AGENDA NO.

**Memorandum of Understanding**

Coordinated Parkway Planning

Among Counties along the

Santa Ana River Corridor

THIS AGREEMENT, hereby dated the \_\_\_\_\_ day of \_\_\_\_\_, 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, herein referred to as "RIVERSIDE";

AND

The County of San Bernardino, a subdivision of the State of  
California, herein 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, herein 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, herein 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**

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

- 7           a. The role of the PAG will be to monitor progress of the Santa Ana River Parkway,  
8           discuss issues related to that progress, and facilitate coordinated decision making  
9           across jurisdictional boundaries to ensure expeditious completion of the Parkway.  
10          Decisions will be made by majority vote. Only elected officials will be able to vote on  
11          matters related to the use of funds obtained by SAWPA or from other sources. SAWPA  
12          and WILDLANDS shall abstain from voting on matters related to the use of such public  
13          funds in connection with this Agreement.
- 14          b. The PAG will consider recommendations made by a technical advisory group  
15          (described below) in its decision making;
- 16          c. The PAG will schedule and notice bi-monthly meetings in accordance with the Ralph M.  
17          Brown Act at a mutually agreed upon date, time and location within the jurisdiction of  
18          one of the participating agency representatives [§54954(3)] with date, time, and location  
19          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 and posting agendas,  
2 and signing letters as directed by a majority of the PAG members. PAG members shall  
3 have the 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  
26

1                   serve 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. SAWPA has the authority to apply for funds on their behalf of the County parties, as identified  
8                   in a separate agreement dated October 16, 2001. SAWPA agrees to coordinate funding  
9                   requests through the TAC which will request approval from the PAG for any such coordinated  
10                  funding 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 pursuant to Section 1.g. or by mutual consent of all of the  
16                 PARTIES to this Agreement. All PARTIES have the right to withdraw from this Agreement. If  
17                 so, the PARTY that wishes to withdraw must give 120 days notice to the remaining PARTIES.  
18                 In the event of a PARTY's withdrawal, this agreement must be amended to reflect the change  
19                 in membership.

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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

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

Agreement No. \_\_\_\_\_  
(Job No. )

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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: \_\_\_\_\_  
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. )**

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\_\_\_\_\_  
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