



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



629A

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
December 22, 2009

SUBJECT: Memorandum of Understanding for Cooperative Website Development for the Santa
Ana River Trail

RECOMMENDED MOTION: That the Board approves and:

- 1. Authorizes the Memorandum of Understanding (MOU) for Cooperative Website
Development for the Santa Ana River Trail with the Santa Ana Watershed Project Authority
(SAWPA);
2. Authorizes the Chairman to execute five (5) copies of the Agreement;
3. Authorizes the General Manager, or designee, to amend the MOU should additional grant
funds become available; and
4. Directs the Clerk of the Board to return all five (5) copies of the Agreement to the Regional
Park and Open-Space District (District) for further execution.

BACKGROUND: The District is conducting trail expansions across Riverside County due to an
increase in service demand resulting from population growth. The Santa Ana River Trail, reaching
from the San Bernardino Mountains to the coast, is being upgraded in segments in a joint effort
with a number of public and private agencies including the counties of Riverside, San Bernardino,
and Orange, the cities of Riverside and Corona, and others.

Scott Bangle, General Manager

FINANCIAL
DATA

Table with 4 columns: Financial Data, Current F.Y. Total Cost, Current F.Y. Net County Cost, Annual Net County Cost, In Current Year Budget, Budget Adjustment, For Fiscal Year.

SOURCE OF FUNDS: Safe Drinking Water, Water Quality and Supply,
Flood Control, River and Coastal Protection Bond
Act of 2006 (Proposition 84)

Positions To Be Deleted Per A-30
Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

Form with checkboxes for Policy, Consent, Dept's Recomm., Per Exec. Ofc.

Prev. Agn. Ref.: 7/1/08, 13.4 District: I, II Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

13.2

FORM APPROVED COUNTY COUNSEL
BY CARISA R-MCKENNA DATE 1/14/10

**SUBJECT: Memorandum of Understanding for Cooperative Website
Development for the Santa Ana River Trail**

On July 1, 2008, your honorable Board authorized the acceptance of the grant funds from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the development of trail segments along the Santa Ana River from the San Bernardino Mountains through the counties of Riverside, Orange, and San Bernardino.

The Proposition 84 grant award has been divided over a five-allocation period. Currently, as part of the first allocation period, a joint venture with the Cities of Corona and Norco is underway for the planning and development of the incomplete sections of the trail. Also during the first allocation period through a joint venture with SAWPA (the MOU) the following website development and management work will be completed: create, update, and maintain an interactive website that will inform and encourage use of the trail by the general public by providing information about trail access and local amenities; website will provide uniform mile markings and an interactive web based map to make trail planning easier; provide links to each partnering agency's website; database used in website creation will provide maintenance information; and administrator support through Technical Advisory Committee and Policy Advisory Group meeting attendance and written progress reports.

The MOU will be approved by the SAWPA Board on January 19, 2010. Upon approval by SAWPA, the District will return a complete signed copy to the Clerk of the Board.

**MEMORANDUM OF UNDERSTANDING
OF
COUNTY OF RIVERSIDE
REGIONAL PARK AND OPEN-SPACE DISTRICT
AND
SANTA ANA WATERSHED PROJECT AUTHORITY**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into between the **Santa Ana Watershed Project Authority (SAWPA)** and the **Riverside County Regional Park and Open-Space District (DISTRICT)**, herein also referred to individually and collectively as the "Party" or the "Parties" respectively. The purpose of this MOU is to establish a mechanism for the Parties to work cooperatively on the website work related to the completion of the Santa Ana River Trail (Trail) and to define the roles and responsibilities of each of the Parties.

RECITALS

WHEREAS, the Trail is a one hundred and ten (110) mile recreational facility planned to connect the Counties of Orange, Riverside, and San Bernardino, extending from the Pacific Ocean to the San Bernardino National Forest; and

WHEREAS, the Trail was designated a National Recreation Trail by the U.S. Secretary of the Interior in 1977; and

WHEREAS, the completion of the Trail is deemed a high priority by the DISTRICT and SAWPA due to its tremendous benefits as a healthy, scenic, and inexpensive source of recreation for hikers, bicyclists, and equestrians; and

WHEREAS, the Parties have been active participants in the Santa Ana Trail Technical Advisory Committee comprised of representatives of many public agencies and private groups in Orange, Riverside, and San Bernardino Counties; and

WHEREAS, the Parties wish to work cooperatively to accomplish and expedite the completion of the Trail in Riverside County; and

WHEREAS, more work needs to be done to complete the Trail and each of the Parties possesses resources they wish to contribute to the Trail;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. RESPONSIBILITIES OF SAWPA

1. SAWPA will provide the following website development and management services which include the following:
 - a. Administrator and Technical Support
 - Attend Technical Advisory Committee meetings and report progress to the group;
 - Attend Policy Advisory Group meetings, when appropriate, and give updates to the group; and
 - Provide written reports to the DISTRICT on project progress with regular progress payment invoices.
 - b. Website
 - Create, update, and maintain an interactive website that will inform and encourage use of the Santa Ana River Trail by the general public by providing information about trail access and local amenities;
 - The website will provide uniform mile markings to make trip planning easier and will identify local amenities and trails adjacent to the Trail;
 - Include an interactive web based map to allow trip planning;
 - Provide a link to each partnering agency's website; and
 - Database used in website creation will also have a password-protected facilities management section with information on trail age, composition and maintenance records for further trail planning.

2. Cost for Services will be charged back to the DISTRICT at the following task rate:

a.	Administrator and Technical Support	\$12,000
b.	Website	\$38,000

Costs for services associated with the project are not-to-exceed \$50,000, based on the rate above. Cost for additional tasks will be addressed separately under task specific MOUs due to grant funding limitations.

II. RESPONSIBILITIES OF THE DISTRICT

1. It shall be the responsibility of the DISTRICT to provide the necessary funds required to carry out all activities associated with the website development and management as described above.
2. It shall be the responsibility of the DISTRICT to review all requests for change orders and authorize when appropriate.

III. REIMBURSEMENT SCHEDULE

Reimbursement will be conducted as follows:

SAWPA will prepare and submit to the DISTRICT, within a fifteen (15) day period after the close of each month, a reimbursement invoice for services performed and related costs incurred each month reflecting the percentage complete of each task along with status updates regarding work in progress.

IV. METHOD, TIME, AND SCHEDULE/CONDITION of PAYMENTS

1. If SAWPA ceases operation for any period, then no reimbursement payment will be made for that period. The DISTRICT will reimburse SAWPA for services provided in accordance with the terms and conditions contained herein.
2. SAWPA shall be paid forty-five (45) days after the reimbursement invoice is received.
3. Upon completion of services detailed in MOU, SAWPA will have forty-five (45) days to submit final invoice for services completed. Invoices received after this period will not be paid.

V. TERM

This MOU shall become effective on the date it is executed by all of the Parties. This MOU will remain in effect for the length of the funding availability, or the completion of the work, or the termination of funding, whichever comes first.

Timing is critical and it is incumbent upon the Parties to finish this project no later than May 30, 2010 due to funding restrictions. It is imperative that SAWPA is aware of this and maintains the schedule necessary to finish no later than May 30, 2010.

VI. EXTENSION OF TERM

This MOU may be extended by a written amendment signed by the Parties should additional funding become available.

VII. ADMINISTRATION

The District General Manager or his/her designee shall administer this MOU for the DISTRICT. The SAWPA General Manager or his/her designee shall administer this MOU for SAWPA.

VIII. AMENDMENTS TO MOU

This MOU may be amended in a writing signed by the Parties.

IV. FINANCIAL RECORDS

The Parties shall maintain complete and accurate financial records with respect to all services funded in whole or in part under this MOU for a period of five (5) years after the date on which the services are completed and accepted or terminated. All records shall be prepared in accordance with generally accepted accounting principles.

X. INSPECTION OF RECORDS

During normal business hours and with prior written notice, SAWPA shall permit representatives of the DISTRICT, Riverside County, as well as any appropriate state or federal representatives to examine, audit, and make copies of records and documents relating to services funded under this MOU for a period of five (5) years after the date on which the services are completed and accepted or terminated.

XI. TERMINATION

A Party may terminate its participation in this MOU by providing thirty (30) days prior written notice to the other Party.

XII. INDEMNIFICATION

The Parties are public entities as defined by applicable law. To the extent that liability may be imposed on the Parties by the provisions of Government Code Section 895.2, the Parties shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and

demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by the Parties or their employees or representatives, performance or omission of any act or responsibility of the Parties under this MOU. In the event that a claim is made against the Parties it is the intent of the Parties to cooperate in the defense of said claim and to cause their insurers to do likewise.

Should SAWPA or the DISTRICT either in total or part, fail or refuse to comply with the provisions of this MOU, then this assumption of liability and responsibility to defend shall be of no force and effect and the Parties shall have no obligation and shall have assumed no liability hereunder pursuant to Government Code Sections 895.2 or 895.4 or otherwise.

Should action be commenced pursuant to this section, the indemnifying party's insurance shall be deemed primary, and the indemnitee's insurance shall not be deemed contributory.

XIII. JURISDICTION, VENUE, ATTORNEY'S:

This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

XIV. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

XV. NOTICE

Any Notices required or desired to be served by either party upon the other shall be addressed to the respective Parties as set forth below:

Riverside County
Regional Park and Open-Space District
Scott Bangle, General Manager
4600 Crestmore Road
Riverside CA. 92509

Santa Ana Watershed Project Authority
Celeste Cantú, General Manager
11615 Sterling Ave.
Riverside, CA 92506

Now therefore, in consideration of mutual promises, covenants, and considerations herein contained, the Parties hereto mutually agree that they are authorized to sign this MOU on behalf of their respective departments.

**Chairman,
Board of Directors**

**Celeste Cantú,
General Manager**

date: _____

date: _____