

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 2/26/15

Departmental Concurrence

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

268



**FROM:** Regional Park and Open-Space District

**SUBMITTAL DATE:**  
 February 25, 2015

**SUBJECT:** Memorandum of Understanding for Cooperative Planning and Development of the Santa Ana River Trail – Districts 1 and 2 [State of CA Proposition 84 Grant \$14M, Development Impact Fees for West Trails \$3M, Wildlands Conservancy Grant \$500K]

**RECOMMENDED MOTION:** That the Board of Directors:

1. Terminate participation by the Riverside County Regional Park and Open-Space District (District) in the Memorandum of Understanding for Cooperative Planning and Development of the Santa Ana River Trail between the City of Norco and the City of Corona, dated August 20, 2008;
2. Approve Memorandum of Understanding for Cooperative Planning and Development of the Santa Ana River Trail between District and the Riverside County Transportation Commission;
3. Authorize the Chairperson to execute five (5) copies of the Agreement on behalf of the District; and
4. Direct the Clerk of the Board to return five (5) copies of the Agreement to the District for further execution and transmittal.

(continued on page 2)


  
 Scott Bangle  
 General Manager

2015-018D MB/SB

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 500,000	\$ 5,000,000	\$ 17,500,000	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** State of CA Proposition 84 Grant (\$14M), Development Impact Fees for West Trails (\$3M)  
 Budget Adjustment: N/A  
 For Fiscal Year: FY14-15

**C.E.O. RECOMMENDATION:**

APPROVE  
 BY:   
 Alex Gann

County Executive Office Signature

**MINUTES OF THE BOARD OF DIRECTORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: M.O.13.4; 9/2/08 | District: 1 and 2 | Agenda Number:

**DISTRICT**

**13-2**

**SUBMITTAL TO THE BOARD OF DIRECTORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Memorandum of Understanding for Cooperative Planning and Development of the Santa Ana River Trail – Districts 1 and 2 [State of CA Proposition 84 Grant \$14M, Development Impact Fees for West Trails \$3M, Wildlands Conservancy Grant \$500K]

**DATE: February 25, 2015**

**PAGE: 2 of 2**

**BACKGROUND:**

The Parks District (District) is expanding trails across Riverside County to promote healthy lifestyles, increase recreational opportunities and provide alternative forms of active transportation. The Santa Ana River Trail is a major component of this effort, ultimately providing 100 miles of free and easily accessible hiking, riding, and biking opportunities. The trail is being built in segments as a joint effort with a number of public and private agencies including the counties of Orange and San Bernardino and 16 cities in the watershed. The Parks District desires to enter into an agreement with the Riverside County Transportation Commission (RCTC) to collaborate in finishing construction of the trail. The partnership is mutually beneficial to both the District and RCTC. RCTC provides the requisite expertise and capacity to complete large scale capital projects.

The District has an agreement with the California State Coastal Conservancy to provide funds for trail planning, design and construction through Proposition 84. These funds will be the primary source of financing for the trail for purposes of this agreement. Grants and other sources may also be used as necessary and available. On August 20, 2008, the District entered into a Memorandum of Understanding for Cooperative Planning and Development of the Santa Ana River Trail with the City of Norco and the City of Corona. Since then, the parties to the MOU have been able to facilitate the design, environmental compliances and construction documentation for the project. In an effort to accelerate the construction/development of the project, the District believes that on-the-ground implementation will be well served by an agency or group of agencies with greater staff resources and a higher level of expertise in dealing with many of the permitting and approving agencies during the construction process. On December 5, 2014, the District sent the thirty day advance notice of termination to the Cities pursuant to Section IX of the 2008 MOU. This new MOU with RCTC will be largely for the same purpose and supersedes the 2008 MOU entered into with the cities of Norco and Corona.

The environmental compliance requirements for the work on this project (both CEQA and NEPA) have been completed as part of the initial project Master Planning approvals. The final alignment of the project required several modifications to reduce environmental impacts, address review comments/concerns/questions and to better facilitate the construction and project sequencing. The alignment modifications required an amendment to the CEQA document and a supplement to the original NEPA document. The documents are currently in the draft and initial review process. The District/County will remain as the lead agency through the document finalization and approval process.

**IMPACT ON CITIZENS AND BUSINESSES:**

The proposed action when complete will connect three Counties joining over seventeen cities. It will fulfill the requirements of and be classified by the National Park Service as part of the "Santa Ana River Trail National Recreation Trail." The trail will provide trail users an alternate method of transportation to work, shopping and recreation in the Southern California region, potentially helping reduce greenhouse gas emissions, thus improving the quality of life for citizens and businesses.

**SUPPLEMENTAL:**

The total cost of this project over the next five years is \$17.5 million. The source of funds are: a \$14 million grant from State of California Proposition 84, and a \$3 million reimbursement from County of Riverside Development Impact Fees (DIF), and \$500,000 from the Wildlands Conservancy Grant already received by the District.

The District will disburse an initial \$500,000 to RCTC during the current Fiscal Year 2014-15 to begin work on the project. The anticipated schedule of expenditures for the project is: \$500,000 in FY14-15, \$4M in FY15-16, \$3M in FY16-17, \$7M in FY17-18, and \$3M in FY18-19.

**Attachments**

Memorandum of Understanding with RCTC  
Notice of Termination Letters



SCOTT BANGLE Parks Director/General Manager  
KYL A BROWN Chief - Parks & Recreation  
KEITH HERRON Chief - Resources & Planning  
BRANDE HUNE Chief - Business Operations

## Riverside County Regional Park and Open-Space District

December 5, 2014

Mr. Mark Wills  
Parks and Community Services Manager  
City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882

Dear Mr. Wills:

*MARK*

On August 20, 2008, the County of Riverside Regional Park and Open-Space District (District), the City of Corona (Corona) and the City of Norco (Norco) entered in to a Memorandum of Understanding (MOU) to plan and develop the Santa Ana River Trail. Since that time, much has been accomplished and we are very close to realizing the vision of a crest to coast connection.

As you are aware, we have been in discussions to determine the most expedient manner in which to initiate construction while maintaining our important partnerships to program and manage the trail, once complete. To facilitate the construction phase, we are currently working with additional partners which will require termination of our existing MOU.

Therefore, this letter serves as our written thirty (30) day notice, as provided for in Section IX of that certain MOU for Cooperative Planning and Development of the Santa Ana Trail between the District, Corona and Norco, that the District desires to terminate the District's participation in the MOU.

Please provide a response as to whether you desire to terminate the entire MOU at this time or whether the City of Corona desires to continue participation with the City of Norco in the MOU. If we do not receive a response within ten (10) days of the date of this notice, the District intends to move forward in formally terminating its participation in this MOU with its Board of Directors.

Thank you for your continued support as we enter a new phase of development. If you have any questions or concerns you wish to discuss further, please contact me directly at (951)955-4398.

Sincerely,

*[Signature]*  
Scott Bangle  
General Manager



SCOTT BANGLE Parks Director/General Manager  
KYLA BROWN Chief - Parks & Recreation  
KEITH HERRON Chief - Resources & Planning  
BRANDE HUNE Chief - Business Operations

## Riverside County Regional Park and Open-Space District

December 5, 2014

Mr. Brian Petree, Director  
City of Norco Parks, Recreation and Community Services  
2870 Clark Street  
Norco, CA 92860

Dear Mr. Petree: **BRIAN**

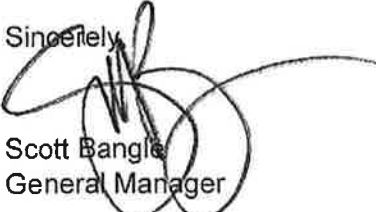
On August 20, 2008, the County of Riverside Regional Park and Open-Space District (District), the City of Corona (Corona) and the City of Norco (Norco) entered in to a Memorandum of Understanding (MOU) to plan and develop the Santa Ana River Trail. Since that time, much has been accomplished and we are very close to realizing the vision of a crest to coast connection.

As you are aware, we have been in discussions to determine the most expedient manner in which to initiate construction while maintaining our important partnerships to program and manage the trail, once complete. To facilitate the construction phase, we are currently working with additional partners which will require termination of our existing MOU.

Therefore, this letter serves as our written thirty (30) day notice, as provided for in Section IX of that certain MOU for Cooperative Planning and Development of the Santa Ana Trail between the District, Corona and Norco, that the District desires to terminate the District's participation in the MOU.

Please provide a response as to whether you desire to terminate the entire MOU at this time or whether the City of Norco desires to continue participation with the City of Corona in the MOU. If we do not receive a response within ten (10) days of the date of this notice, the District intends to move forward in formally terminating its participation in this MOU with its Board of Directors.

Thank you for your continued support as we enter a new phase of development. If you have any questions or concerns you wish to discuss further, please contact me directly at (951)955-4398.

Sincerely,  
  
Scott Bangle  
General Manager

**MEMORANDUM OF UNDERSTANDING  
FOR COOPERATIVE PLANNING AND DEVELOPMENT  
OF THE SANTA ANA RIVER TRAIL IN RIVERSIDE COUNTY**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, dated for reference purposes only, by and between the Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 ("District") and the Riverside County Transportation Commission, a public agency existing under the authority of the laws of the State of California ("RCTC"). The District and RCTC are sometimes referred to herein individually as a "Party", and collectively as the "Parties". The purposes of this MOU are to establish a mechanism for the Parties to work cooperatively to complete the Santa Ana River Trail ("Trail") in Riverside County, and to define the roles and responsibilities of each of the Parties in planning, designing, and constructing the remaining Trail segments.

**RECITALS**

**WHEREAS**, the Trail is a one hundred (100) 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**, portions (mostly Orange County) of the Trail were designated a National Recreation Trail by the U.S. Secretary of the Interior in 1977; and

**WHEREAS**, in Riverside County the Trail is only partially constructed, and more than twenty (20) miles from the Hidden Valley Wildlife Area to the Orange County line remains to be planned, designed and built; and

**WHEREAS**, the completion of the Trail in Riverside County is deemed a high priority by the District and RCTC due to its tremendous benefits as a healthy, scenic, and inexpensive source of transportation for commuters and recreation for hikers, bicyclists, and equestrians; and

**WHEREAS**, completion of the Trail in Riverside County satisfies a need for the Parties to provide alternative modes of transportation in Riverside County; and

**WHEREAS**, RCTC possesses the necessary engineering expertise and depth of knowledge to assume successful project management of the Trail; and

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

**WHEREAS**, the District is the lead agency responsible for the Trail design and for compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and is sometimes referred to herein as "Lead Agency".

**WHEREAS**, more work needs to be done to complete the Riverside County portion of the Trail and each of the Parties possess resources they wish to utilize towards construction of the Trail.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

This MOU is intended to supersede a previous agreement between the City of Corona, City of Norco and the District whereby the parties agreed to work cooperatively to complete the Santa Ana River Trail. The agreement, signed in 2008, directed the cities of Corona and Norco to assist in constructing the Trail with financing provided by the District. The District's participation in the MOU was terminated by written notice per terms set forth in the original agreement regarding termination. Effective date of that termination is \_\_\_\_\_.

**I. Roles and Responsibilities of the Parties**

**A. RCTC.** Subject to the availability of sufficient funding from the District, RCTC agrees to assume the responsibilities and perform the functions set forth below:

1. Serve as the District's overall project manager for the completion of the Trail located within Riverside County (and possibly neighboring counties if necessary and as dictated by additional agreements), and as a "Responsible Agency" for purposes of CEQA and NEPA compliance; and

2. Subject to reimbursement by the District, function as the administering agent assisting the Lead Agency on procuring, contracting for and managing all future consultant contracts related to the completion of the Trail in Riverside County including, but not limited to, the contract for construction management services but excluding design and environmental services); and

3. Function as the administering agent assisting the District on managing the District's existing design and environmental services contracts, provided that the District will pay the consultants providing these services directly subject to the terms of the District's contracts with such consultants; and

4. Function as administering agent on construction contracts related to the completion of the Trail within Riverside County, which may include procuring, entering into and management such contract(s), subject to reimbursement by the District; and

5. Function as the agency responsible for administering the "Project Team" comprised of representatives of both Parties and actively participate in meetings; and

6. Prepare the procurement documents for the construction services related to Trail completion, and provide a final review of the plans, specifications and estimates included therewith. Provide the District with an opportunity to review and comment on the procurement documents, including the plans, specifications and estimates; and

7. Provide copies of consultant or contractor agreements executed by RCTC pursuant to this MOU and related to the Trail to the District; and

8. Assist the Lead Agency in working with the U.S. Army Corps of Engineers ("Army Corps") and other permitting agencies to execute agreements and permits as necessary to allow the Parties to build, and ultimately operate the Trail on federal lands in the Prado Basin; and

9. Assist the Lead Agency in the review and processing of the final environment documents (CEQA and NEPA) prepared for the Trail project pursuant to the requirements of the California and Federal law. If determined necessary by the Parties, RCTC will assist the Lead Agency with obtaining final certification of CEQA compliance and certification by the RCTC's Board of Commissioners and the Riverside County Board of Supervisors, as "Responsible Agencies"; and-

10. Assume a lead role in reviewing the work products produced by consultants especially engineering plans, construction documents, and other technical materials; and

11. Co-sponsor or actively support grant applications submitted by the District for the completion of the Trail in Riverside County; and

12. Deposit any money received from District into a separate account used exclusively for Trail related costs and services ("Account") in accordance with Exhibit "A"; and

13. Use money from the Account to pay all invoices received for all consultant and contract services including, but not limited to, construction contracts (but excluding existing District design consultant and environmental consultant services contracts which shall be paid for directly by the District) administered by RCTC for work directly related to the completion of the Trail in Riverside County, and for RCTC staff salaries and benefits and other direct costs and related expenditures including, but not limited to, RCTC consultants under existing RCTC contracts whose services are utilized for the Trail project, all in accordance with the Reimbursement and Payment Procedures, Exhibit "A", attached hereto and incorporated herein by this reference; and

14. Forward any invoices RCTC receives from existing District design and environmental services immediately upon receipt to the District and provide review and approval for payment comments, if requested by the District, within thirty (30) days of receipt of invoices for existing District design and environmental services.

**B. District.** The District agrees to assume the responsibilities and perform the functions set forth below:

1. The District will remain the Lead Agency for the Trail project for the purposes of CEQA and NEPA Compliance; and

2. Assume the lead role in securing funding for Trail completion by seeking grants and securing local funding when available. The District will act as the sponsor for public and private grant applications related to the completion of the Trail in Riverside County; and

3. If requested, provide timely review and comment within twenty (20)

working days on any of the consultant work products for which RCTC is the administering agent pursuant to the terms of this MOU; and

4. Provide funding to RCTC in accordance with Exhibit "A" to be utilized for the purposes set forth under this MOU; and

5. Actively participate with RCTC and support RCTC in its work with the Army Corps and other regulatory agencies to establish the Trail on federal lands in the Prado Basin, and enter into agreements and execute necessary permits with the Army Corps and other permitting agencies deemed necessary by the District for the Trail project; and

6. As an in-kind contribution to the Trail project, the District will supply personnel resources necessary to fulfill its obligations herein without charge to RCTC.

7. Be the Party responsible for maintenance of the Trail, once constructed.

8. Timely pay invoices for the District's existing design and environmental services contracts, which contracts shall be paid for directly by the District.

**II. Term.** This MOU shall become effective on the date it is executed by all of the Parties. This MOU will remain in effect for a period of ten (10) years thereafter or upon completion of the Trail Project, whichever is sooner, unless extended pursuant to Section III or terminated pursuant to Section IX herein.

**III. Extension of Term.** This MOU may be extended at any time with the written consent of both Parties. All extensions will be effectuated through written amendments to this MOU which must be approved by the governing bodies of the Parties.

**IV. Administration.** The Executive Director of RCTC or his/her designee shall administer this MOU on behalf of RCTC. The District General Manager or his/her designee shall administer this MOU on behalf of the District.

**V. Assignment and Subcontracting.** The Parties may not assign or subcontract any portion of this MOU without the prior written approval of all Parties. Any assignment or subcontract made without prior written consent shall be null and void. Contracts entered into with consultants or contractors procured in accordance with the terms of this MOU shall not violate this provision.

**VI. Amendments to MOU.** This MOU may be amended at any time with the written concurrence of both Parties.

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

**VIII. Inspection of Records.** During normal business hours and with prior written notice, RCTC 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 consultant and contractor services funded under this MOU for a period of three (3) years after the date on which the consultant or contractor services are complete and accepted or terminated.

**IX. Termination.** Either party may terminate its participation in this MOU by providing thirty (30) days prior written notice to the other Party. The MOU may be terminated if the governing bodies of both Parties agree to do so in writing. In that event, the MOU will be terminated thirty (30) days following the written notice of termination.

In the event of MOU termination, or the receipt of a written notice by RCTC to terminate its participation in this MOU, the District will assume all responsibilities vested in RCTC. RCTC will promptly assign its interest in all contracts related to the completion of the Trail project to the District, which will assume all of RCTC's obligations thereunder. RCTC shall not incur any additional costs after such time a notice of termination has been sent by the District. District shall be obligated to reimburse RCTC for costs incurred pursuant to the terms of this MOU prior to the date of termination.

**X. Provision of Funding by the District.** The Parties acknowledge that the completion of the Trail in Riverside County will be a lengthy and complex project whose ultimate cost is presently estimated. Costs will be further estimated and provided once detailed engineering plans are completed and independent cost estimates are prepared. The Parties acknowledge that the Trail construction shall be divided into construction phases and is the intention of the Parties that the construction contracts will be let in one or more phases as agreed upon by the Parties. The Parties agree that no contracts for Trail construction, or any phase thereof, will be let by RCTC until full funding for the agreed upon construction phase(s) has/have been secured from the District or other sources.

**XI. Insurance.** The Parties shall require the following:

RCTC shall cause all contractors, excluding design consultant contract, to maintain in force, until completion and acceptance of the project consultant or construction contract, a policy of Commercial General Liability Insurance, including coverage of Bodily Injury Liability, Property Liability, and Contractual Liability in the amount of Two Million Dollars (\$2,000,000.00) minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) minimum. RCTC shall require endorsements to each policy which name the District and Riverside County, their officers, officials, agents and employees as additionally insured. RCTC shall also require all consultants/contractors to maintain Worker's Compensation Insurance and Additional Insured Endorsements which meet the requirements of this section until completion and acceptance of the project consultant or construction contract. Evidence of compliance with the Worker's Compensation Insurance and Additional Insured Endorsements shall be provided to the Parties.

District shall cause the design consultant contractor to maintain in force, until completion and acceptance of the project consultant or construction contract, a policy of Commercial General Liability insurance, including coverage of Bodily Injury Liability, Property Liability, and Contractual Liability in the amount of Two Million Dollars (\$2,000,000.00) minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) minimum. District shall require endorsements to each policy which name RCTC and its officers, officials, agents and employees as additionally insured. District shall also require all consultants/contractors to maintain Worker's Compensation Insurance and Additional Insured Endorsements which meet the requirements of this section until completion and

acceptance of the project consultant or construction contract. Evidence of compliance with the Worker's Compensation Insurance and Additional Insured Endorsements shall be provided to the Parties.

**XII. Indemnification.**

The Parties are public agencies 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, as between the Parties, each Party shall be liable for its own acts or omissions, including for 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 relevant Party or its employees or representatives in the performance or omission of any act or responsibility of the relevant Party 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.

**XIII. Notices.** All notices required under this MOU shall be sent by regular mail, postage prepaid and addressed as follows:

**If to the DISTRICT:**

General Manager  
Riverside County Regional Park and Open Space District  
4600 Crestmore Road  
Jurupa Valley, California 92509-6858

**If to RCTC:**

Executive Director  
Riverside County Transportation Commission  
County Administrative Center, Third Floor  
4080 Lemon Street  
Riverside, California 92501

**XIV. Third Party Beneficiaries.** Nothing in the provisions of this MOU is intended to create duties or obligations to, or rights in, third-parties not parties to this MOU, or affect the legal liability of the Parties to this MOU by imposing any standard of care respecting the design, construction or maintenance of the Trail different from the standard of care imposed by law.

**XV. Recitals.** The Parties understand, acknowledge and agree that the Recitals are true and correct, and are hereby incorporated into this MOU.

**XVI. Counterparts.** This Agreement may be executed in one or more counterparts. When a counterpart shall have been signed by each Party hereto, each shall be deemed an original, and all of which constitute one and the same instrument.

**XVII. Limitation of District Funding Obligation.** In the event that insufficient or no funding is appropriated in support of this MOU, then the District may terminate this MOU and the Parties shall no longer be obligated to perform under this MOU, provided that the District shall be obligated to reimburse RCTC for costs incurred pursuant to the terms of this MOU prior to the date of termination. RCTC shall not incur any additional costs after such time a notice of

termination has been sent by the District.

**XVIII. Funding.** Notwithstanding anything to the contrary, in the event the District experiences reductions in Proposition 84 or Development Impact Fee funding in relation to the Trail project, the District's allocation to RCTC for this Trail project shall decrease in proportion to the decrease the District receives in such funding. If such a decrease is issued, the Parties will be required to reevaluate the Trail project and recommend a scope reduction to accommodate the funding available, provided that the District shall be obligated to reimburse RCTC for all costs incurred pursuant to the terms of this MOU prior to notification by the District of any reductions in funding.

**XIX. No Maintenance Obligations.** Nothing in this MOU shall make RCTC responsible for any future maintenance of the Trail in Riverside County, if and when constructed. Any such maintenance obligations shall remain with the District.

[Signature provisions on following page]

**SIGNATURE PAGE  
TO  
MEMORANDUM OF UNDERSTANDING  
FOR COOPERATIVE PLANNING AND DEVELOPMENT  
OF THE SANTA ANA RIVER TRAIL IN RIVERSIDE COUNTY**

**RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT**

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Chairman, Board of Directors

By: \_\_\_\_\_  
Anne Mayer  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

APPROVED AS TO FORM:

By: Synthia M. Gunzel  
Synthia M. Gunzel  
Deputy County Counsel

By: \_\_\_\_\_  
Best Best & Krieger LLP  
Counsel to the Riverside  
County Transportation  
Commission

## EXHIBIT "A"

### REIMBURSEMENT AND PAYMENT PROCEDURES FOR THE MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE PLANNING AND DEVELOPMENT OF THE SANTA ANA RIVER TRAIL IN RIVERSIDE COUNTY

The parties agree to the following reimbursement and payment procedures as follows:

For all contracts entered into by RCTC for the Trail Project under this MOU (excluding existing District design consultant and environmental consultant services contracts):

**A. RCTC Agrees:**

1. To pay within the time period required in each contract or forty-five (45) calendar days of receipt all monthly invoices, whichever is sooner, for contracted services rendered for the Trail Project from the Account.
2. To prepare and submit to the District, within a fifteen (15) calendar day period after the close end of each month, a reimbursement claim for contracted services incurred during the month, along with original invoices for contracted services rendered and paid from the Account for the Trail Project to maintain a positive balance on the Account. All claims submitted to the District for reimbursement are to be addressed to the attention of the Grants & Contracts Analyst at 4600 Crestmore Road, Jurupa Valley, CA 92509.
3. To use funds in the Account to reimburse RCTC staff salaries and benefits, and other direct costs and related expenditures including, but not limited to, RCTC consultants under existing RCTC contracts whose services are directly expended on the Trail Project and to prepare and submit a monthly report to the District providing amounts paid to RCTC from the Account for reimbursement/payment of RCTC's staff salaries and benefits, and other direct costs and related expenditures, as described above, for each calendar month.
4. To furnish to the District a final accounting and reconciliation of Trail project expenses within ninety (90) calendar days following the recording of the Notice of Completion for the Santa Ana River Trail Project or the termination of the MOU, on the forms provided in a format reasonably agreed upon by the Parties and containing such detail that at minimum will satisfy the reporting requirements of any of the funding sources and is reasonably agreed upon by the Parties. The Parties will meet soon after approval of the MOU by the Parties to initiate development of said forms.
5. To receive and deposit a Five Hundred Thousand Even Dollars (\$500,000) advance from the District in an interest bearing account to be used for payments to contractors on the Trail Project, and for RCTC staff salaries and benefits, and other direct costs and related expenditures, as described above. Once the first payment is made to a contractor, to reimburse RCTC for staff salaries and benefits, or to reimburse

RCTC for other direct costs or related expenditures, RCTC shall request reimbursements as provided herein so that a positive balance is consistently maintained in the Account. RCTC shall pay out the Account balance on final Trail project costs in place of requesting reimbursement from District when the outstanding costs do not exceed the balance in the Account. Once the Trail project is complete or the MOU has been terminated by the Parties pursuant to the terms of the MOU, RCTC shall refund any unexpended funds to the District within ninety (90) days thereof.

**B. District Agrees:**

1. To provide a Five Hundred Thousand Even Dollars (\$500,000) advance for payments made by RCTC for the Trail project under this MOU.
2. To reimburse on a monthly basis through the completion of the Trail project or for the duration of the MOU, all expenditures for RCTC staff salaries and benefits, and other direct costs and related expenditures, as described above, and contracted services rendered for the Trail project and paid by RCTC within forty-five (45) calendar days of receipt to keep a positive balance on the Account.