APPENDIX E: Memorandum of Understanding
SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor John Tavaglione, District II

SUBJECT: Approval of Memorandum of Understanding with the Counties of Orange and San Bernardino and the City of Riverside for Coordinated Planning of the Santa Ana River Parkway

RECOMMENDED MOTION: That the Board:

1. Join me in approving the attached Memorandum of Understanding (MOU) for coordinated planning of the Santa Ana River Parkway project;
2. Authorize the Chairman to sign and execute four copies of the MOU on behalf of the Board;
3. Instruct the Clerk of the Board to return three copies of the MOU for further processing; and
4. Direct the Parks Director/General Manager of the Regional Park and Open-Space to contribute $20,000 as provided in the MOU from Development Impact Fee Western Riverside County Multipurpose Trail Facilities funds previously appropriated for the Santa Ana River Trail project.

BACKGROUND: Over the past several months, I have participated in joint meetings involving Supervisors from Orange and San Bernardino counties, Mayor Ron Loveridge of Riverside, and senior staff members to develop a coordinated approach to completing a trail and parkway along the Santa Ana River corridor. Recently I traveled to Sacramento with members of this group to meet with California Resources Secretary Mike C to stress the importance of completing

John Tavaglione, District II, Board of Supervisors

FINANCIAL DATA

<table>
<thead>
<tr>
<th>Current F.Y. Total Cost:</th>
<th>$ 20,000</th>
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<td>Current F.Y. Net County Cost:</td>
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<tr>
<td>Annual Net County Cost:</td>
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IN CURRENT YEAR BUDGET: Yes

BUDGET ADJUSTMENT: No

SOURCE OF FUNDS: Development Impact Fee Western Riverside County Regional Multipurpose Trail Facilities Fund No. 30533

C.E.O. RECOMMENDATION:

County Executive Office Signature

Prev. Agn. Ref.: 13.1 12/23/03  District: II  Agenda Number: 3.1
SUBJECT: Approval of Memorandum of Understanding with the Counties of Orange and San Bernardino and the City of Riverside for Coordinated Planning of the Santa Ana River Parkway

the Santa Ana River Parkway, and to solicit financial contributions from the State toward that objective. Attached is a Memorandum of Understanding (MOU) developed in consultation with representatives of the counties of Orange, Riverside, and San Bernardino as well as the City of Riverside. The purpose of this document is to establish a mechanism and forum to coordinate planning efforts for the Santa Ana River Parkway. The MOU also provides for cost sharing among the parties to fund necessary planning and administrative tasks to be performed by Ms. Patricia Lock-Dawson who presently serves as a consultant to the Executive Office and Mayor Loveridge.

The MOU calls for the County of Riverside to contribute $20,000 to the joint planning effort. That contribution will be made by the Regional Park and Open-Space District using West County Development Impact Fee Regional Multipurpose Trail Facilities funding previously approved for the Santa Ana River Trail on December 23, 2003 by M.O. 13.1.

This Memorandum of Understanding has been reviewed and approved as to form by County Counsel.
Memorandum of Understanding

Coordinated Parkway Planning
Among Cities and Counties along the
Santa Ana River Corridor

This agreement is made and entered into this________________ day of________, 2005, by and between the counties of Orange, Riverside, and San Bernardino and the City of Riverside, herein referred to as the partners. The purpose of this agreement is to establish a mechanism to facilitate planning, project implementation, cost sharing, and reporting and accountability for the Partners as they endeavor to create a recreational parkway along the Santa Ana River.

RECITALS

WHEREAS, the Santa Ana River has been recognized for its regional significance in providing recreational and educational opportunities, supporting wildlife and associated native habitats, addressing water quality and quantity issues, and supporting commerce;

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

WHEREAS, individual and independent projects are occurring or planned to occur along the river in the various jurisdictions to achieve this objective:

WHEREAS, the Partners seek to coordinate activities within the Santa Ana Watershed to develop wetlands, educational and recreational opportunities;

WHEREAS, the Partners have identified the need to coordinate these activities along the river to ensure consistency, facilitate planning, and share resources;

WHEREAS, the Partners have agreed that financial support is necessary to fund the work of an individual to facilitate coordination among stakeholders along the river;

NOW THEREFORE, the Partners agree to pool funds to support one part-time consultant (Patricia Lock-Dawson) and related work toward development of a Santa Ana River Parkway according to the following terms and conditions:

1. The County of Riverside agrees to contribute $20,000 to an existing contract with Ms. Lock-Dawson;
2. The City of Riverside agrees to contribute $20,000 to an existing agreement with Ms. Lock-Dawson;
3. The County of Orange agrees to commit $5,000;
4. The County of San Bernardino agrees to commit $5,000.
5. Ms. Lock-Dawson agrees to hold quarterly meetings and prepare a brief summary of activities to apprise the Partners of progress and ensure expectations are met;
6. Ms. Lock-Dawson, in cooperation with the other Partners, agrees to develop a Partnership Agreement to be signed by all affected stakeholders to ensure the cooperation of the entire watershed in development of a Parkway.

Marion Ashley, Chair
Board of Supervisors
County of Riverside

Josie Gonzales, District V
Board of Supervisors
County of San Bernardino

Lou Correa, District I
Board of Supervisor
County of Orange

Ronald O. Loveridge, Mayor
City of Riverside
Santa Ana River Parkway

Scope of Work for Patricia Lock-Dawson

Working with and for the County of Riverside and City of Riverside, act as an advisor facilitator, and coordinator to complete the Santa Ana River Parkway. Specific duties will include the following:

- Develop and finalize partnership agreement for all partners along the Riverside.
- Develop strategies to complete Parkway plan; advise elected officials and other interested stakeholders of best possible scenarios.
- Communicate with federal, state, and local elected officials on Parkway progress: prepare white papers, give presentations, write letters, organize tours, etc.
- Communicate with Interested City and County staff to implement projects along the River. Facilitate workflow across jurisdictions.
- Schedule and conduct meetings among affected parties, including policy and technical working groups. Develop agendas and follow up on action items from meetings when appropriate.
- Identify grant and funding opportunities. Prepare grant applications as authorized by the County and City and otherwise endeavor to secure funding for projects through other means. Manage and administer grants as directed by County and City.
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.
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.
PROJECT: Santa Ana River Collaboration Agreement No. ________ 
Santa Ana River Trail and Bikeway (Job No.)

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 [§54954(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

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

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

By: ____________________________
    County Counsel

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

By: ____________________________
    Deputy

SAWPA Attorney

By: ____________________________
    Deputy

SAWPA Administrative Services Manager
Riverside, California

By: ____________________________
    County Counsel

Clerk of the Board

By: ____________________________
    Deputy

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

By: ____________________________
    County Counsel

Clerk of the Board

By: ____________________________
    County Counsel

Signed and certified that a copy of
This document has been delivered to
The General Manager

Signed and certified that a copy of
This document has been delivered to
The Chairman of the Board

Signed and certified that a copy of
This document has been delivered to
The Chairman 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:
JOE S. RANK, COUNTY COUNSEL
RIVERSIDE, CALIFORNIA

Approved as to form:
JOE S. RANK, COUNTY COUNSEL
RIVERSIDE, CALIFORNIA
PROJECT: Santa Ana River Collaboration
Santa Ana River Trail and Bikeway

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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

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

By: _____________________________
Deputy

APPROVED AS TO FORM:
RONALD D. REITZ, COUNTY COUNSEL
SAN BERNARDINO, CALIFORNIA
SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor John Tavaglione

SUBJECT: Amendment No. 1 to the 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 approves and:

1. Authorizes Amendment No. 1 to the Memorandum of Understanding (MOU) for coordinated parkway planning among counties along the Santa Ana River Corridor;
2. Authorizes the Riverside County Regional Park and Open-Space District (District) General Manager, or designee, to execute future ministerial amendments to this MOU; and
3. Directs the Clerk of the Board to return six (6) copies of the Amendment to the District for transmittal and file.

BACKGROUND: The purpose of the original MOU is to establish a mechanism to facilitate planning, project implementation, and reporting and accountability for the parties as they endeavor to create a recreation parkway along the Santa Ana River. Amendment No. 1 to this MOU extends the term of this agreement for an additional three (3) years.

John Tavaglione
Second District Supervisor

FINANCIAL DATA

| Current F.Y. Total Cost: | $ |
| Current F.Y. Net County Cost: | $ |
| Annual Net County Cost: | $ |

SOURCE OF FUNDS:

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 16, 2011
xc: Supvr. Tavaglione, Parks

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: [ ]
District: [ ]
Agenda Number: 3.3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD
Amendment No. 1 to
Memorandum of Understanding

Coordinated Parkway Planning
Among Counties along the
Santa Ana River Corridor

This Amendment No. 1 to Memorandum of Understanding (hereinafter “Amendment No. 1”) is entered into as of __________, 2011,

BY AND AMONGST

AND

The County of Orange, a political 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”;

ORANGE, RIVERSIDE, SAN BERNARDINO, SAWPA and WILDLANDS hereafter are collectively referred to as the “PARTIES” and individually as a “PARTY”

RECATALS

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.
Ocean along a river course known as the Santa Ana River;

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;

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

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;

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;

WHEREAS, on June 27, 2006, a Memorandum of Understanding (hereinafter “AGREEMENT”) was executed 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 for a period of five years from the date of the last signature signed on January 8, 2007; and

WHEREAS, it is necessary to extend the AGREEMENT for three (3) years to provide additional time for the PARTIES to complete a recreational parkway along the Santa Ana River.

NOW, THEREFORE, IT IS AGREED by and between PARTIES to amend AGREEMENT as follows:

1. Section 3 is deleted in its entirety.
2. Section 6 is deleted and replaced with:

"The term of the AGREEMENT shall be eight (8) 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."

3. Except as expressly set forth in this AMENDMENT No. 1, all other terms and conditions of the AGREEMENT shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, each party hereto has executed this Amendment No. 1 to AGREEMENT by a duly authorized representative as of the date set forth above.

Santa Ana Watershed Project Authority, a Special District

By ____________________________
Terry Catlin, Chairman, of the Commission of the Santa Ana Watershed Project Authority, Riverside, California

Date: __________

By: ____________________________
Clerk of the Commission

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

By: ____________________________
Clerk of the Commission
Riverside, California

APPROVED AS TO FORM
RIVERSIDE, California

By: ____________________________
Attorney
IN WITNESS WHEREOF, each party hereto has executed this Amendment No. 1 to AGREEMENT by a duly authorized representative as of the date set forth above.

COUNTY OF RIVERSIDE, a subdivision of the State of California

Date: ___ _

By: [Signature]
Bob Buster, Chairman of the Board of Supervisors of Riverside County, California

Date: __________

APPROVED AS TO FORM
Office of the County Counsel
RIVERSIDE County, California

By: [Signature]
Deputy

Kecia Harper-Ithem, Clerk of the Board
Clerk of the Board of Supervisors
Of Riverside County, California

Date: __________

By: [Signature]
Deputy
IN WITNESS WHEREOF, each party hereto has executed this Amendment No. 1 to
AGREEMENT by a duly authorized representative as of the date set forth above.

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

Date: 

By: Josie Gonzales, Chair, of the Board of Supervisors
of San Bernardino County, California

By: Clerk of the Board
SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

By: Laura H. Welch, Clerk of the Board
Clerk of the Board of Supervisors
Of San Bernardino County, California

By: Deputy
APPROVED AS TO FORM
Office of the County Counsel
SAN BERNARDINO County, California
IN WITNESS WHEREOF, each party hereto has executed this Amendment No. 1 to AGREEMENT by a duly authorized representative as of the date set forth above.

WILDLANDS CONSERVANCY, a private non-profit organization

Date: ________

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

Date: ________

By: -----------------------------
    Attorney

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

By: ____________________________
    Clerk of the Board
    Of Wildlands Conservancy
    San Bernardino, California
Amendment No. 1 to Memorandum of Understanding

IN WITNESS WHEREOF, each party hereto has executed this Amendment No. 1 to 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: ______________

By: __________________________
Jess A. Carabajal Director, OC Public Works
Orange County, CA

Date: ______________

APPROVED AS TO FORM
Office of the County Counsel
ORANGE COUNTY, California

By: __________________________
Deputy