APPENDIX E: Memorandum of Understanding

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



SUBMITTAL DATE:

November 15, 2005

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:

Concurrence

Policy

Consent

Dep't Recomm .:

FROM: Supervisor John Tavaglione, District II

- 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 Chrisman to stress the importance of completing

	Current F.Y. Total Cost:	\$ 20,000	In Current Year Budget.	Yes
FINANCIAL	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
DATA	Annual Net County Cost:	\$	For Fiscal Year:	2005-200
	UNDS: Development Impac al Multipurpose Trail Facilities		Delet	itions To Be ted Per A-30
				ires 4/5 Vote
C.E.O. RECOM	MENDATION:			
-				
-		24		
-		14		

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 parttime consultant (Patricia Lock-Dawson) and related work toward development of a Santa Ana River Parkway according to the following terms and conditions:

- The County of Riverside agrees to contribute \$20,000 to an existing contract with Ms. Lock-Dawson;
- The City of Riverside agrees to contribute \$20,000 to an existing agreement with Ms. Lock-Dawson;
- The County of Orange agrees to commit \$5,000;

- 4. The County of San Bernardino agrees to commit \$5,000.
- 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.

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

AGENDA NO.

1

FORM 11 (Rev. 1/92)

	PROJECT: Santa Ana River Collaboration Santa Ana River Trail and Bikeway	Agreement No (Job No.)
1		
2		
3		of Understanding
4	Coordinated	Parkway Planning
5	Among Co	unties along the
6	Santa Ana	River Corridor
7		
8	THIS AGREEMENT, hereby dated the	day of, 2006,
9	BY AND BETWEEN	The County of Orange, a subdivision of the State of
10		California, hereinafter referred to as "ORANGE";
11	AND	The County of Riverside, a subdivision of the State of
12		California, herein referred to as "RIVERSIDE";
13	AND	The County of San Bernardino, a subdivision of the State of
14		California, herein referred to as "SAN BERNARDINO";
15	AND	The Santa Ana Watershed Project Authority, a recognized
16		regional agency that has significant responsibility for the
17		management of the Santa Ana River throughout the
18		watershed, herein referred to as "SAWPA";
19	AND	The Wildlands Conservancy, a private non-profit group that
20		has been instrumental in the development of the Parkway to
21		date and is uniquely positioned and capable of fostering
22		good stewardship throughout the basin, herein referred to
23		as "WILDLANDS";
24	is to establish a mechanism to facilitate planning, project	t implementation, and reporting and accountability for the
25	parties as they endeavor to create a recreational parkwa	y along the Santa Ana River.
26		

RECITALS

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

PROJECT: Santa Ana River Collaboration Santa Ana River Trail and Bikeway Agreement No.____ (Job No.)

1	1.	The P	ARTIES will establish an advisory committee comprised of eight (8) voting members:		
2		one el	ected 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 representa				
4		SAWF	PA, and one representative from WILDLANDS for a total of eight (8) members. Each		
5		Count	y shall also have one non-voting city representative. The committee will be referred to as		
6		the Po	licy 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.		

3

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	PROJECT:		River Collaboration River Trail and Bikeway	Agreement No (Job No.)	
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 sha				
3	have the opportunity at the next PAG meeting to review, comment and approve of dra				
4		doc	uments before signature by the chair.		
5		f. The	PAG will evaluate its progress and effect	iveness annually and revise this	
6		agre	eement as necessary to meet the changin	g needs of the Parkway effort;	
7		g. Ond	e the Parkway is completed, the PAG will	revisit its purpose and need for its	
8		exis	tence. If the PAG determines that its exis	stence is no longer necessary, it shall	
9		disb	and.		
10	2.	The PARTI	ES will establish a technical working grou	p 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	s, SAWPA and WILDLANDS, and that gro	up shall be referred to as the Technical	
14		Advisory G	roup (TAC). The PARTIES also agree that	at:	
15		a. The	role of the TAC is to review progress on t	the Parkway, share information regarding	
16		on-g	going and future development, identify opp	portunities for sharing and leveraging	
17		reso	ources, coordinate activities across jurisdie	ctional boundaries, and apprise the PAG of	
18		Par	kway progress and associated issues;		
19		b. The	TAC will address logistical issues including	ng development and installation of signage	
20		and	sharing responsibilities associated with o	perations and maintenance and public	
21		safe	ety. The TAC may create subcommittees	to study these issues and make	
22		reco	ommendations to the PAG;		
23		c. TAC	meetings will be convened by a chair, el	ected by a majority of TAC members, who	
24		will	hold the position for one year. After one y	year, the chair will rotate to another TAC	
25		mer	nber elected by a majority of the TAC mer	mbers. Alternatively, the Chair may	
26					

PROJECT: Santa Ana River Collaboration Santa Ana River Trail and Bikeway Agreement No. (Job No.) 1 serve successive years and need not be rotated if agreed upon by a majority 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 either informally or on a regular basis (as decided by the TAC in coordination PAG.) The chair will bring TAC's recommendations to the PAG, identify deci and prepare reports as necessary. 7 3. SAWPA has the authority to apply for funds on their behalf of the County parties, as	
 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 either informally or on a regular basis (as decided by the TAC in coordination PAG.) The chair will bring TAC's recommendations to the PAG, identify decise and prepare reports as necessary. 3. SAWPA has the authority to apply for funds on their behalf of the County parties, as 	
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 and prepare reports as necessary. 3. SAWPA has the authority to apply for funds on their behalf of the County parties, as 	with the
7 3. SAWPA has the authority to apply for funds on their behalf of the County parties, as	sion points,
is a concerts approximated October 46, 2004, CAMIDA correct to accordinate fun	identified
8 in a separate agreement dated October 16, 2001. SAWPA agrees to coordinate fun	ding
9 requests through the TAC which will request approval from the PAG for any such co	ordinated
10 funding request;	
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 ag	jencies.
6. The term of the Agreement shall be five years from the date of the last signature in ti	ime below
15 unless otherwise terminated pursuant to Section 1.g. or by mutual consent of all of th	ne
16 PARTIES to this Agreement. All PARTIES have the right to withdraw from this Agree	ement. If
so, the PARTY that wishes to withdraw must give120 days notice to the remaining P	ARTIES.
18 In the event of a PARTY's withdrawal, this agreement must be amended to reflect th	e change
19 in membership.	
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	PROJECT: Santa Ana River Collaboration Santa Ana River Trail and Bikeway	Agreement No (Job No.)
1		
2	IN WITNESS WHEREOF, each party here	to has executed this AGREEMENT by a duly authorized
3	representative as of the date set forth above.	
4		SANTA ANA WATERSHED PROJECT AUTHORITY, a Special District
5		
6	DATE:	By: Chairman of the Board of SAWPA
7		Chairman of the Board of SAWPA Riverside, California
8		COUNTY OF ORANGE, a subdivision of The State of California
9		
10	DATE:	Bv:
11		By: Chairman of the Board of Supervisors of Orange County California
12		COUNTY OF RIVERSIDE, a subdivision of The State of California
13	DATE:	
14		By: Chairman of the Board of Supervisors
15		of Riverside County California
16		COUNTY OF SAN BERNARDINO, a subdivision of The State of California
17	0.475	
18	DATE:	By: Chairman of the Board of Supervisors
19		Chairman of the Board of Supervisors of SAN BERNARDINO County California
20		
21		WILDLANDS CONSERVANCY, a private non- profit organization
22		
23	DATE:	By: Executive Director, Wildlands Conservancy,
24		Oak Glen, California
25		
26		
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	PROJECT: Santa Ana River Collaboration Santa Ana River Trail and Bikeway	Agreement No (Job No.)
1		
2		APPROVED AS TO FORM: Gregory P. Priamos, COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA
3		
4		By: Deputy
5		
6		
7 B	By: SAWPA Attorney	APPROVED AS TO FORM: BENJAMIN P. DEMAYO, COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA
»	SIGNED AND CERTIFIED THAT A COPY OF	By:
	THIS DOCUMENT HAS BEEN DELIVERED TO THE GENERAL MANAGER	By: Deputy
	3	Bv:
	SAWPA Administrative Services Manager Riverside, California	By: County Counsel
9 9		
	By: Clerk of the Board	
	SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO	APPROVED AS TO FORM: BENJAMIN P. DEMAYO, COUNTY COUNSEL
	THE CHAIRMAN OF THE BOARD	ORANGE COUNTY, CALIFORNIA
		By:
	Darlene J. Bloom Clerk of the Board of Supervisors	By: Deputy
	Of Orange County, California	
		Dire
	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

ROJECT: Santa Ana River Collaboration Santa Ana River Trail and Bikeway	Agreement No (Job No.)		
	By: Deputy		
Nancy Romero Clerk of the Board of Supervisors Of Riverside County, California	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	RONALD D. REITZ, COUNTY COUNSEL		
	Bv [.]		
Dena Smith, Interim Clerk of the Board Clerk of the Board of Supervisors	By: Deputy		
Of San Bernardino County, California			

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



FROM: Supervisor John Tavaglione

SUBMITTAL DATE: August 16, 2011

Requires 4/5 Vote

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.

STA John Tav aglione Second District Supervise

ſ		Current F.Y. Total Cost: Current F.Y. Net County Cost:	\$	In Current Year Budget:	
	FINANCIAL DATA	Annual Net County Cost:	\$.\$	Budget Adjustment: For Fiscal Year:	
	SOURCE OF F	UNDS:		Positions To Be Deleted Per A-30	

C.E.O. RECOMMENDATION:

Departmental Concurrence

Policy

Consent

Dep't Recomm.:

Policy

Consent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISOR	۲S
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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.

Per Exec. Ofc.:	Nays: I Absent: I Date: /	None None August 16, 2011	lione, Stone, Benoit and Ashley Sectors - 3 Bath 19:50 11 ione, Parks		Kecia Harper-Ihem Clerk of the Board By: Deputy
	Prev. Agn. Ref.:		District:	Agenda Number:	スス
		ATTACHMEN WITH THE C	NTS FILED LERK OF THE P	IOARD	J.J

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1	WHEN DOCUMENT IS FULLY EXECU CLERK'S COPY to Riverside County Clerk of the Board, St Post Office Box 1147, Riverside, Ca 92502 Thank you.	Amendment No.1 to Memorandum or Understanding op 1010	
2	Memora	ndum of Understanding	
3	Coordii	nated Parkway Planning	
4	Among Counties along the		
5	Santa Ana River Corridor		
6			
7	This Amendment No. 1 to Memo	randum of Understanding (hereinafter "Amendment No.	
8	1") is entered into as of	, 2011,	
9	BY AND AMONGST		
10		The County of Orange, a political subdivision of the State of California, hereinafter referred to as "ORANGE"	
11	AND	The County of Riverside, a subdivision of the State of	
12		California, herein referred to as "RIVERSIDE";	
13	AND	The County of San Bernardino, a subdivision of the	
14		State of California, herein referred to as "SAN BERNARDINO";	
15	AND	The Santa Ana Watershed Project Authority, a	
16		recognized regional agency that has significant responsibility for the management of the Santa Ana	
17		River throughout the watershed, herein referred to as "SAWPA";	
18	AND	SAWPA ,	
19		The Wildlands Conservancy, a private non-profit group that has been instrumental in the development of the	
20		Parkway to date and is uniquely positioned and capable	
21		of fostering good stewardship throughout the basin, herein referred to as "WILDLANDS";	
22	ORANGE, RIVERSIDE, SAN BERNARDI	NO, SAWPA and WILDLANDS hereafter are collectively	
23	referred to as the "PARTIES" and individ		
24		RECITALS	
25	WHEREAS, certain lands within		
26	WHEREAS, certain lands within the counties of Orange, Riverside and San Bernardino		
	Portra an expansive watersned which lea	ds from the San Bernardino Mountains to the Pacific	
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AUG 1 6 2011 3.3

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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.

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1	IN WITNESS WHEREOF , each party hereto has executed this Amendment No. 1 to			
2	AGREEMENT by a duly authorized rep	resentative as of the date set forth above.		
3				
4		Santa Ana Watershed Project Authority, a		
5		Special District		
6	Date:	Ву		
7 8		Terry Catlin, Chairman, of the Commission of the Santa Ana Watershed Project Authority, Riverside, California		
		California		
9 10	Ву:	Date:		
11	Clerk of the Commission SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO	APPROVED AS TO FORM RIVERSIDE, California		
12	THE CHAIRMAN OF THE COMMISSION			
13		By:Attorney		
14	Clerk of the Commission Clerk of the Commission Riverside, California			
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1	IN WITNESS WHEREOF , each party hereto has executed this Amendment No. 1 to				
2	AGREEMENT by a duly authorized representative as of the date set forth above.				
3					
4		COUNTY OF RIVERSIDE, a subdivision of the State of California			
5					
6	Date:AUG_1 6 2011	By_ 30 Bustu			
7		Bob Buster, Chairman of the Board of Supervisors of Riverside County, California			
8					
9	BY: AMUMAUTON BEPUTY	Date:			
10	Clerk of the Board SIGNED AND CERTIFIED THAT A COPY OF	APPROVED AS TO FORM			
11	THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD	Office of the County Counse RIVERSIDE County California			
12		By: Deputy			
13	Kecia Harper-Ihem, Clerk of the Board Clerk of the Board of Supervisors Of Riverside County, California				
14	or reversive county, canornia				
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1	IN WITNESS WHEREOF , each party hereto has executed this Amendment No. 1 to			
2				
3	AGREEMENT by a duly authorized representative as of the date set forth above.			
4		COUNTY OF SAN BERNARDINO, a subdivision of		
		the State of California		
5				
6	Date:	By Josie Gonzales, Chair, of the Board of Supervisors		
7		of San Bernardino County, California		
8				
9	Ву:	Date:		
10	Clerk of the Board SIGNED AND CERTIFIED THAT A COPY OF	APPROVED AS TO FORM		
11	THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD	Office of the County Counsel SAN BERNARDINO County, California		
12		By: Deputy		
13	Laura H. Welch, Clerk of the Board Clerk of the Board of Supervisors	Deputy		
14	Of San Bernardino County, California			
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1	IN WITNESS WHEREOF , each party hereto has executed this Amendment No. 1 to				
2	AGREEMENT by a duly authorized representative as of the date set forth above.				
3					
4		WILDLANDS CONSERVANCY, a private non- profit organization			
5		pront organization			
6	Date:	Ву			
7		David Myers Executive Director, Wildlands Conservancy			
8		Oak Glen, California			
9					
10	By:Clerk of the Board	Date:			
11 12	SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE GENERAL MANAGER	APPROVED AS TO FORM SAN BERNARDINO, California			
13		By:Attorney			
14	Clerk of the Board Of Wildlands Conservancy San Bernardino, California	Attorney			
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1	IN WITNESS WHEREOF , each party hereto has executed this Amendment No. 1 to				
2	AGREEMENT by a duly authorized representative as of the date set forth above.				
3					
4		COUNTY OF ORANGE, the State of California	a political subdivisi	ion of	
5					
6	Date:	Ву			
7		Jess A. Carabajal Direc Orange County, CA	tor, OC Public Works		
8					
9	Date:				
10	APPROVED AS TO FORM				
11	Office of the County Counsel ORANGE COUNTY, California				
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13	By: Deputy				
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