

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CITRUS HEIGHTS,
SUNRISE RECREATION AND PARK DISTRICT, and ORANGEVALE RECREATION AND
PARK DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into as of this ____ day of _____, 2024 (the “Effective Day”), by and between the City of Citrus Heights, a municipal corporation (“City”), the Sunrise Recreation and Park District (“SRPD”), and Orangevale Recreation and Park District (“ORPD”), collectively referred to hereafter as the “Parties”.

RECITALS

- A. The City is currently in the process of constructing the Arcade-Cripple Creek Trail (“Project”) that includes properties of SRPD and ORPD (collectively “Districts”) by way of previously conveyed easements as a part of the City’s priority to improve the quality of life for residents of the community by improving access to parks and open spaces for the public to enjoy the natural habitat of the region.
- B. The Parties now desire to enter into this MOU to address the maintenance of the Project as further set forth herein, in order to:
 - a. Maximize the use of taxpayer funds by avoiding duplication of public services; and
 - b. Leverage the unique resources and knowledge of each agency.
- C. Property ownership for the trail varies depending on location and is summarized in the following table:

Owner	Name	APN	Address
SRPD	Arcade Creek Park Preserve	243-0050-017	6377 Bonham Cir
SRPD	Mitchell Village Park	243-0480-040	7900 Pitcher Street
SRPD	Tempo Community Park	259-0060-064	13125 Fair Oaks Blvd
SRPD	Tempo Community Park	259-0080-035	13125 Fair Oaks Blvd
SRPD	Tempo Community Park	259-0070-032	13125 Fair Oaks Blvd
ORPD	Sundance Park	259-0310-024	13120 Fair Oaks Blvd
ORPD	Sundance Park	259-0310-027	13120 Fair Oaks Blvd
ORPD*	Open Space	259-0113-018	Woodmore Oaks Dr (near 6846 Woodmore Oaks Dr)
ORPD	Open Space	259-0160-060	6927 Escallonia Dr
ORPD	Open Space	259-0160-059	6931 Escallonia Dr
ORPD	Open Space	259-0160-062	6943 Escallonia Dr
ORPD	Open Space	259-0113-031	6940 Drywood Way
ORPD	Streng Park	257-0180-015	Streng Ave
SRPD	Northwoods Park	257-0180-016	8236 Old Ranch Road
SRPD	Northwoods Park	257-0110-042	8236 Old Ranch Road
SRPD	Northwoods Park	257-0110-017	8236 Old Ranch Road
SRPD	C-Bar-C Park	224-0190-046	8273 Oak Ave
City	Woodside K-8	224-0162-024	8248 Villa Oak Dr
City	Easement on Private Property	224-0300-009	8265 Olivine Ave
City	City Owned Property	224-0440-047	Villa Oak Dr
City	Easement on Private Property	224-0440-031	7700 Claypool Way
City	Easement on Private Property	224-0440-030	7704 Claypool Way

Owner	Name	APN	Address
City	Easement on Private Property	224-0440-029	7708 Claypool Way
City	Easement on Private Property	224-0440-028	7712 Claypool Way
City	Easement on Private Property	224-0450-007	7716 Claypool Way
City	Easement on Private Property	224-0450-008	7720 Claypool Way
City	Easement on Private Property	224-0450-009	7724 Claypool Way
City	Easement on Private Property	224-0450-010	7728 Claypool Way
City	Easement on Private Property	224-0450-011	7732 Claypool Way
City	Easement on Private Property	224-0450-012	7736 Claypool Way
City	Easement on Private Property	224-0450-013	7740 Claypool Way
City	Easement on Private Property	224-0450-014	7744 Claypool Way
City	Easement on Private Property	224-0450-015	7748 Claypool Way
City	Easement on Private Property	224-0450-016	7752 Claypool Way
City	Easement on Private Property	224-0450-017	7756 Claypool Way
SRPD	Open Space	224-0450-001	8401 Olivine Ave
City	Open Space	224-0162-031	West of Wachtel Way
SRPD	Woodside/Olivine Open Space	224-0620-001	Wachtel Way

* *At the time of execution of the MOU, City is owner of this parcel. However, it is intended that the City will dedicate this property to ORPD in the future, therefore ORPD is listed as the current property owner, and responsible for all items as listed in this MOU.*

D. Easements for a Recreational Multi-Use Trail were conveyed by Easement Conveyance Agreements from SRPD to the City, dated October 7, 2021, and from ORPD to the City, dated November 10, 2021 (hereinafter referred to as “Easements”).

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals: All of the recitals set forth above are true and correct to the best of that Parties’ knowledge, and by this reference, are incorporated herein.

2. The Project

a. Description

The Project includes a class I multi-use trail with decomposed granite shoulders, retaining walls, wayfinding signs, bridges at the crossings of Arcade Creek and Cripple Creek, trail lighting, pedestrian signal improvements, seating areas, trash receptacles and landscape improvements along the Project’s 2.9 mile alignment.

b. Definitions:

- 1) “Landscape” shall mean an area consisting of turf, groundcover, plants, shrubs, or trees, with or without irrigation.
- 2) “Natural Area” shall mean non-irrigated areas consisting of naturally occurring plant life.

- 3) "Trail Amenities" shall mean benches, seating rocks, bollards, collapsible handrails, garbage receptacles, drinking fountains, signage, and dog waste bag dispensers and bag refills.
- 4) "Trail Amenity Maintenance" shall mean on-going routine maintenance required to support the usage and appearance of trail amenities, including but not limited to trail lighting repairs, garbage receptacle trash removal and graffiti removal within a reasonable timeframe.
- 5) "Surfacing" shall be defined as asphalt, decomposed granite, crushed rock, and concrete within the trail system. Surface maintenance shall include repairs and replacement to alleviate surface damage when sufficient funding is available, graffiti removal from trail surfaces, and bollard maintenance.
- 6) "Trail/Wayfinding Signage" shall be defined as any sign installed for the primary purpose of the trail. Such signs shall include, but are not limited to, trail directional signage, enforcement signage, Arcade-Cripple Creek Trail logo signage, trail sized (18") "stop", "stop ahead", "yield", "yield ahead", "signal", "signal ahead", "pedestrian sign" and any other trail regulatory signage.
- 7) "Emergency Signage" shall be defined as the sign at primary trail entry points that states "for emergencies call 9-1-1-. For all other calls for service call the Citrus Heights General Services Department (916) 727-4770".
- 8) "Enforcement Signage" shall be defined as any sign that directs trail users to best practices, municipal codes, California Vehicle Code or other local codes, laws and requirements regarding trail use. Such signs may include information regarding the use of e-bikes, dog leashes, speed limits, etc.

c. Maintenance and Operation

City shall be responsible for construction of all Project improvements. Once the improvements have been completed, all Parties shall be responsible for maintenance and operation of said improvements associated with the Project that are located on their respective properties, as listed in Section C, except as noted below.

Maintenance responsibilities shall include, but not be limited to the following activities:

- 1) Graffiti
 - (i) includes any graffiti located on the Trail Amenities, surfacing, adjacent fencing, landscaping, etc.
 - (ii) graffiti on trail or wayfinding signs shall be maintained by the City regardless of property ownership.
- 2) Illegal Dumping, Litter
- 3) Trail Amenities
 - (i) City shall supply dog waste bag refills to SRPD and ORPD upon request. It shall remain the responsibility of each Party to install said waste bag refills.
- 4) Weed Abatement
- 5) Trash Removal and Clean Up

- 6) Retaining Walls (unless built on the private residential property)
 - 7) Trail Lights
 - (i) including battery replacements for all solar fixtures
 - 8) Bridges
 - (i) ORPD shall maintain the bridge in Sundance Park, including the structure, abutments, rip rap, etc.
 - (ii) City will maintain the bridge at Cripple Creek crossing west of Wachtel Way including the structure, abutments, rip rap, etc.
 - 9) Trail/Wayfinding Signage
 - (i) City will maintain all trail/wayfinding signage along entirety of trail.
 - (ii) Graffiti on signs will be addressed under “graffiti” item noted above.
 - (iii) Each Party shall replace wayfinding signs as necessary to adjust to changing character and names of destinations that may occur during the Term of the MOU
 - 10) Emergency Signage
 - (i) City will maintain all emergency signage along entirety of trail.
 - (ii) Graffiti on signs will be addressed under “graffiti” item noted above.
 - 11) Enforcement Signage
 - (i) City will maintain all enforcement signage along entirety of trail.
 - (ii) Graffiti on signs will be addressed under “graffiti” item noted above.
 - 12) Trail and post mile striping
 - (i) Addressed in same manner as Trail Surfacing
 - 13) Trail Surfacing (asphalt concrete, portland cement concrete and decomposed granite)
 - (i) Short term maintenance by each respective Party by Ownership as listed in Section C (pothole and localized, etc.)
 - (ii) Long term pavement preservation (resurfacing, etc.) shall be by each respective Party by Ownership as listed in Section C. All Parties mutually agree to work together for long term surface maintenance and shall consider joint solicitations for a fair-share contract calculated by percentage of trail length. Such agreement shall be decided and agreed to at time of maintenance needs.
 - 14) Tree plantings & Irrigation
 - (i) Responsibility of each respective jurisdiction after completion of the establishment period by Sac Tree Foundation as included in the contract.
 - (ii) Irrigate, prune and remove debris associated with landscape planting improvements as necessary to maintain health and vitality of landscape plantings, and to prevent landscape plantings from overgrowing onto multi-use trail.
3. Calls for Service. The trail shall have signs that direct trail users to call 9-1-1 for emergencies and to call City for all non-emergency items (i.e. graffiti, homeless encampments, illegal dumps, trail light outages, etc.). The City shall maintain a call center, staffed Monday through Friday 8AM-5PM (exclusive of City holidays) to receive non-emergency calls. The City shall distribute service requests based on the maintenance responsibilities as outlined in this MOU. The City shall keep a record of all calls for service in accordance with the City’s record retention policies.

4. Emergency Response. The Parties shall each respond to emergencies within their respective jurisdictions per Section C of this MOU.
5. Term. The term of this MOU shall be effective upon the date of approval by the last governing body taking action to approve this MOU (the “**Effective Date**”), and shall be in full force and effect until such time that it is terminated upon mutual consent of the Parties, subject to the restriction on termination set forth in Section 8 below.
6. Non-Exclusive Use. The Parties shall allow public access to the Properties for the intended public use and enjoyment of the improvements during the term of this MOU. This shall not prohibit the Parties from exercising reasonable control for restricting access on a temporary or interim basis as necessary for reasons of public safety due to maintenance and construction activity, fire, flood and other items reasonably necessary in the interest of public safety.
7. Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with Project planning and construction activities as referenced in this MOU shall be paid by City. Districts shall be responsible for the costs associated with maintenance, operation, repair and replacement of the improvements located on their respective properties following completion, acceptance of construction of the improvements by City, and following the Contractor’s standard warranty period.
8. Termination. This MOU may be terminated by mutual consent of the Parties. However, under no circumstances shall the MOU be terminated prior to the expiration of the Contract Performance Period of the Grant Contract for the 2018 Parks Bond Act Per Capita Grant Program on June 30, 2048.
9. Utility Bills. Parties shall pay all utility usage and service fees (water, electricity, sewer, etc.) for all parcels owned by each Agency, as listed in Section C of this MOU. There will be no transfer of existing utility service responsibility by reason of this MOU. The Parties shall work together to ensure that utility service fees are billed to the responsible Party.
10. Ingress/Egress Rights. All Parties hereby grant each other ingress/egress rights onto all Project properties as listed in Section C of this MOU. Should locks be placed on any entry bollards, collapsible handrails or other items, each Party shall provide copies of the keys to all other Parties. Keys exchanged between Parties shall not be duplicated unless authorized in writing from the issuing Party.
11. Relationship of the Parties. The Parties agree that nothing on this MOU shall be deemed or interpreted to create between them the relationship of partners or joint ventures.
12. Authorization. The Parties hereby represent and warrant that all actions necessary to authorize the execution of this MOU and to undertake the actions contemplated hereby have been undertaken and the persons executing this MOU on behalf of the Parties have been duly authorized to do so.
13. Entire Agreement. This MOU constitutes the entire agreement between the Parties.
14. Severability. In the event that any of the provisions, or portions thereof, of this MOU are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
15. Notices. All notices provided for under this MOU shall be in writing and delivered in person or deposited in the United States mail, postage prepaid and addressed as follows:

To City: City of Citrus Heights
 6360 Fountain Square Drive
 Citrus Heights, CA 95621
 Attn: City Manager
 Telephone: (916) 725-2448
 Facsimile: (916) 725-5799

To SRPD: Sunrise Recreation and Park District
 7801 Auburn Boulevard
 Citrus Heights, CA 95610
 Attn: District Administrator
 Telephone: (916) 725-1585
 Facsimile: (916) 725-2541

To ORPD: Orangevale Recreation and Park District
 6826 Hazel Avenue
 Orangevale, CA 95662
 Attn: District Administrator
 Telephone: (916) 988-4373

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as any Party may from time to time designate in writing as provided for in this Section. Nonce shall be effective upon the date of personal delivery or, in the case of mailing, on the date of delivery or attempted delivery.

16. Governing Law: This MOU shall be construed in accordance with the laws of the State of California, and venue shall be in Sacramento County, regardless of where else venue may be. Each party has had an equal opportunity to participate in the drafting of this MOU, therefore the usual construction against the drafting party shall not apply.

WHEREFORE, the parties have executed this MOU as of the date set forth above.

<p>City of Citrus Heights</p> <p>By _____ Ash Feeney, City Manager</p>	<p>Sunrise Recreation and Park District</p> <p>By _____ Kevin Huntzinger, District Administrator</p>
<p>Attest:</p> <p>_____ Amy Van, City Clerk</p>	
<p>Approved as to Form</p> <p>_____ Ryan Jones, City Attorney</p>	<p>Approved as to Form:</p> <p>_____ Bill Burke, County Attorney</p>
	<p>Orangevale Recreation and Park District</p>

	By _____ Becky Herz, District Administrator
	Approved as to Form: _____ Bill Burke, County Attorney