

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND THE
SANTA CLARA VALLEY WATER DISTRICT
REGARDING LAND USE RELATIONSHIP**

This Memorandum of Agreement (MOA) is made and entered into by and between the County of Santa Clara (County), a subdivision of the state of California, and the Santa Clara Valley Water District, a special district created by the California Legislature (District).

- A. Whereas, the District is vested with the authority to provide comprehensive water management for all beneficial uses and protection from flooding with the County of Santa Clara; and,
- B. Whereas, the County is vested with the authority to construct, manage, maintain, operate, and improve park and recreational facilities and experiences in Santa Clara County; and,
- C. Whereas, both District and County own real property throughout Santa Clara County; and,
- D. Whereas, County and District held a joint meeting on May 18, 2017 related to public recreation at District property; joint engagements between the parties; options to develop a master partnership agreement between the parties that would both replace the Master Reservoir Lease and expand the scope of cooperation to other areas of mutual interest, including but not limited to trails development, natural resource management, planning activities, and public recreation at District facilities; and,
- E. Whereas, the District and County considered and approved a Joint Resolution of Shared Principles relating to their land use relationship and interactions on County parkland and District properties; and,
- F. Whereas, both parties see the benefits of this collaboration and have a desire to pursue implementing opportunities for the Shared Principles and have determined that each party brings unique expertise, experience, landholdings and interests necessary to accomplish the objectives outlined above and below.

NOW, THEREFORE, the parties agree as follows:

A. PURPOSE AND SCOPE.

The purpose of the proposed Shared Principles is to frame the District-County land use relationship for existing and future agreements and interactions relating to County parkland and District properties. The Shared Principles will be re-evaluated every five years so that the District and County may determine whether to update, revise or terminate the Shared Principles which shall only be done by approval of both the County's Board of Supervisors and the District's Board of Directors; and,

The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the County and District associated with their collaboration in seeking mutually agreed upon opportunities to implement the Shared Principles.

B. COUNTY AND DISTRICT RESPONSIBILITIES.

The County and the District have agreed that the following are opportunities for implementing the shared principles and will collectively strive to find mutually agreeable opportunities to implement the shared principles taking into account the sections below. When mutually agreed upon, below mentioned, or other, opportunities to implement the shared principles may be sent to a joint working group comprised of staff from both Parties with authority to make determinations and resolve issues related to this agreement.

1. Coordination and Planning.

- a. The District and County will proactively engage each other in long range planning efforts as well as early in the project feasibility and planning stages to identify and discuss appropriate projects, where the County and District have mutual interests. This includes potential integration of recreational enhancements, natural resource stewardship, flood protection, groundwater, water supply, scenic preservation of streams and creeks and public access.
 - i. County and District staff will meet at least quarterly to collaborate, review and plan.
 - ii. In projects with mutual interests, agency staff will jointly consult, review and coordinate on key deliverables, for example: project schedules, scope of work, CEQA review and permitting, and real estate transactions, etc.
 - iii. County will consult with District to identify opportunities where implementation of the Countywide Trail Plan may be incorporated into District projects to optimize public benefit.
- b. The County and District will identify and promote joint regional planning concepts into project-specific planning, where practical.
- c. The County will consider District requests to use County properties which might be used for flood protection, environmental stewardship and water supply efforts in a manner that is compatible with and which enhances the park purpose of the properties.
- d. The District and County will work to establish joint procedures for providing public communications related to water level fluctuations (dam releases, fish stocking, flood management activities, need for temporary or permanent closures.

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2. Operations and Management of District and County Facilities.

- a. Operation of land and water assets will support and enhance shared mission and goals intended to deliver quality services to the public, subject to permitting from the Resource Agencies.
- b. Evaluate existing agreements and policies, as necessary, to identify recommended amendments, and strive to ensure that new agreements and working relationships will maximize collaboration, respect the priorities and requirements of each agency, and minimize conflict.
- c. Jointly coordinate on permitting strategies and relationships with regulatory agencies for County and District facilities and projects, when appropriate.
- d. Jointly consider where swimming could be permitted in District waters.
- e. Meet and attempt to develop mutually agreeable written best practices for reconciling the differences in fish planting requirements which will not have a negative impact on creeks, streams reservoirs and percolation ponds.
- f. Almaden, Chesbro, Guadalupe and Uvas Reservoirs have no active recreation; District shall consider any formal County proposal to operate them under a management agreement.
- g. Determine options in which the County rangers or Sheriff's deputies can assist with enforcement actions on District lands.
- h. Continue joint funding of the invasive mussel program.
- i. Allow for District advertisement and signage on all County facilities staged at or on District properties.
- j. Provide for District access and operations, and maintenance of stream and precipitation gauges for flood protection and groundwater recharge program.
- k. The District and the County will work to establish joint written procedures and protocols regarding water quality management, monitoring, reporting, and joint public communications by the Parties regarding water quality matters (including but not limited to algal bloom response, use of algaecides, removal or non-removal of fish/wildlife carcasses, management of odor, management of hazardous materials, installation of temporary and/or permanent signage)

- l. Consistent with Section 6 of the Master Partnership Agreement, the joint working group will address operational, administrative and processing issues that may arise over time through written protocols.
- m. The District and the County will work to establish joint written procedures to govern fishing events and fish stocking, including:
 - i. Clear delineation of District, County and third-party roles and responsibilities.

C. AMENDMENTS.

This MOA may only be amended through a writing signed by both parties.

D. TERM.

This MOA shall have a term of five (5) years and may be extended for successive five-year terms based upon written approval by both parties served prior to the expiration of the term then in effect. Approval may be given by the County Executive, or designee, and the District's Chief Executive Officer, or designee.

D. TERMINATION.

Either party may terminate this MOA without cause by providing the other party with six months' prior written notice. This MOA shall automatically terminate upon the rescission by the elected body of either party of the Shared Principles.

E. FUNDING; COSTS.

The parties shall each be solely responsible for any and all costs associated with their responsibilities under this MOA, unless otherwise mutually agreed to in writing.

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////SIGNATURES FOLLOW ON NEXT PAGE////

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F. EFFECTIVE DATE AND SIGNATURE.

This Memorandum of Agreement shall be effective (the "Effective Date") upon the date of the last party to sign this MOA below. The parties indicate agreement with this Memorandum of Agreement by their signatures below.

**SANTA CLARA VALLEY
WATER DISTRICT:**

COUNTY OF SANTA CLARA:

By: _____
RICHARD P. SANTOS, Chair
Directors of the Board of Directors

By: _____
S. JOSEPH SIMITIAN,
President of the Board of
Supervisors

Date: _____

Date: _____

ATTEST:

Signed and certified that a copy of
this document has been delivered by
electronic or other means to
the President, Board of Supervisors.

Michele King, Clerk of the Board of Directors

ATTEST:

Date: _____

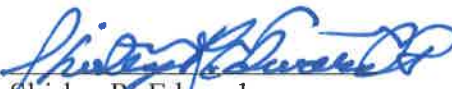
Megan Doyle, Clerk of the
Board of Supervisors

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:

Brian C. Hopper,
Sr. Asst. District Counsel


Shirley R. Edwards
Deputy County Counsel

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