

**MASTER PARTNERSHIP AGREEMENT  
FOR RECREATIONAL USE OF  
CERTAIN DISTRICT LANDS, RESERVOIRS AND RECHARGE PONDS**

This master partnership agreement ("**Agreement**") is made and entered into effective September 17, 2018 ("**Effective Date**"), by and between the Santa Clara Valley Water District, a special district operating under the laws of the state of California ("**DISTRICT**") and the County of Santa Clara, a political subdivision of the state of California ("**COUNTY**"). DISTRICT and COUNTY are referred to in this Agreement individually as a "**Party**" and together as the "**Parties.**"

**R E C I T A L S**

**WHEREAS**, both Parties desire that this Agreement provide opportunities for recreational use of property owned by the DISTRICT at the "**District Facilities**" (e.g., land, reservoirs and recharge ponds) described in **Appendix "A"** and as shown on the "**Property Maps**" provided in **Appendix "B"**, both of which, by this reference, are incorporated into and made a part of this Agreement (collectively, the "**District Property**");

**WHEREAS**, the DISTRICT is vested with the authority to provide comprehensive water management for all beneficial uses and protection from flooding within Santa Clara County, with the authority to acquire, construct, maintain, operate and install recreational facilities in connection with any dam, reservoir, or other works owned or controlled by the DISTRICT, and can take action to support the County park system in a manner consistent with this authority;

**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;

**WHEREAS**, DISTRICT use of the District Property is the primary use and any recreational use of the District Property shall be secondary to this primary purpose, in compliance with all terms and conditions of this Agreement;

**WHEREAS**, both Parties have mutually agreed upon the various permitted uses of the District Property, which uses are set out in Appendix A as the "Permitted Recreational Uses"; Permitted Recreational Uses do not include use or access to those portions of the District Property dedicated to District use or operation of the District Facilities, including but not limited to District pump stations, canals, water lines, conduit, towers, buildings, structures, dams and spillways, with the exception of the trails, other County-installed recreational structures and authorized swimming and boating on said District Facilities;

**WHEREAS**, over the last forty years, the COUNTY has made, and continues to make, substantial capital investments in and to the District Property in order to improve the quality of the recreational experience for visitors, all of which the Parties acknowledge have added value to

the District Property and have improved the reputation of both the DISTRICT and the COUNTY as agencies devoted to serving the interests of the public;

**WHEREAS**, the Parties acknowledge that, in addition to the cost of installing the County Improvements, the COUNTY has also expended funds for the management, maintenance and operation of the District Property in order to provide Permitted Recreational Uses;

**WHEREAS**, DISTRICT and COUNTY have entered into or may enter into other agreements to address protocols, management, inspections and testing related to control of quagga and zebra Mussels and other invasive species;

**WHEREAS**, over the past 40 years, the DISTRICT and the COUNTY have mutually supported joint use of the District Property to provide recreational opportunities consistent with DISTRICT policies and statutes and, in support of this complementary effort, the Parties have recently developed shared “**Shared Principles**” through a joint Resolution, which are attached to and incorporated into this Agreement by this reference as **Appendix “C”** and which shall be null and void and of no effect for purposes of this Agreement (without any need to amend this Agreement) upon the rescission of the joint Resolution;

**WHEREAS**, DISTRICT and COUNTY agree to proactively coordinate their respective planning efforts related to the District Property, as needed from time to time; and,

**WHEREAS**, the Parties find it to be in the public interest to provide for joint use of the District Property by means of an Agreement under the following terms and conditions.

**NOW THEREFORE**, in consideration of the mutual promises contained here, and valuable consideration the receipt of which is hereby acknowledged, the Parties agree to the foregoing and as follows:

## **T E R M S A N D C O N D I T I O N S**

### **1. Recitals and Appendices.**

All Recitals set out herein above are incorporated into and made a part of this Agreement by this reference. The following Appendices are incorporated into and made a part of this Agreement by this reference:

Appendix “A” – District Facilities and Permitted Recreational Uses

Appendix “B” – Property Maps

Appendix “C” – Joint Resolution (Shared Principles) (in effect until rescinded by either Party per its terms).

## **2. Term and Termination of Agreement.**

(a) The “**Term**” of this Agreement shall be a period of twenty (20) years, commencing from the Agreement Effective Date. Any holding over by County after the expiration of this Agreement shall be allowed on a month-to-month basis subject to the same terms and conditions contained in this Agreement, in which event either Party may terminate the Agreement for convenience by providing the other Party thirty (30) days advance written notice.

(b) **Termination Without Cause.** This Agreement may be terminated by either Party for any or no reason by providing twelve (12) months advance written notice to the other Party.

(c) **Modifications to the Permitted Recreational Uses or District Property.** DISTRICT’s Chief Executive Officer (“DISTRICT CEO”) and COUNTY’s Director of the Parks and Recreation Department (“PARKS DIRECTOR”), or their respective designees, may, from time to time, negotiate updates to the Permitted Recreational Uses set out in Appendix A and such updates shall be implemented administratively, except where COUNTY policies or applicable laws require additional approvals or review (e.g., the California Environmental Quality Act, if applicable). The DISTRICT and COUNTY, from time to time, may also negotiate updates to the list of District Property set out in Appendices A and B, which may result in the addition or deletion of District Property from Appendices A and B, and the provisions of section 2(f) below shall apply to any County Improvements on District Property deleted from the Agreement. The addition of District Property to Appendix A shall require advance approval from the Santa Clara County Board of Supervisors and the District’s Board of Directors and formal written amendment of this Agreement.

(d) **DISTRICT Suspension of Permitted Recreational Uses.** If DISTRICT reasonably determines that it is necessary and prudent to immediately restrict or modify any specific Permitted Recreational Use in designated portions of District Property, then such reasonable restriction or modified recreational use shall be implemented immediately after DISTRICT first provides COUNTY with at least thirty (30) days advance written notice of its intent to restrict or modify such Permitted Recreational Use. To the extent any such modifications or restrictions may interfere in the COUNTY’s ability to provide a quality recreational experience at the designated District Property, then COUNTY, at COUNTY’s sole election, after providing DISTRICT at least sixty (60) days advance written notice, may decide to temporarily terminate all or some existing Permitted Recreational Uses at such District Property until all prior uses are restored by the DISTRICT, during which time DISTRICT shall be solely liable and responsible for full management, operation, maintenance and care of said District Property at its sole cost and expense, and COUNTY shall be under no obligation to

provide any recreational use on said site(s). Such restrictions or modifications may remain in place until Appendix A is modified by the Parties or DISTRICT removes such restriction or modification. Either Party may exercise its rights under this Section 2(d) administratively, without review or approval by the DISTRICT's Board of Directors or the COUNTY's Board of Supervisors.

(c) **Amendment by Either Party.** The Parties acknowledge that there may be circumstances under which DISTRICT or COUNTY determines that its best interests require an amendment to the Agreement. In the event that a Party seeks such an amendment, it shall provide written notice to the other Party, whereupon COUNTY and DISTRICT shall begin the meet and confer within the sixty (60) days following the date of such written notice to discuss and negotiate the terms and conditions of the proposed amendment.

(f) Both COUNTY and DISTRICT acknowledge that upon termination or expiration of this Agreement COUNTY shall have the option but not the obligation to remove any County Improvements within a reasonable time period, at the sole discretion of COUNTY; upon such termination or expiration, DISTRICT shall not require COUNTY removal of any County Improvements.

### **3. Purpose and Limitations of Use.**

(a) During the Term, DISTRICT hereby grants a full license and permission to COUNTY to provide for and regulate public access to the District Property for the Permitted Recreational Uses and all County activities directly related to the Permitted Recreational Uses (except where otherwise prohibited by applicable law or elsewhere in this Agreement), including but not limited to construction, improvement, installation, management, planning, design, operation, maintenance and repair of recreational amenities, structures and facilities deemed necessary by the COUNTY to fulfill this purpose, provided, however, (i) any and all capital improvements shall be to support the Permitted Recreational Uses and related experiences and (ii) any new construction of "Facilities or Structures" ("Facilities and Structures" exclude minor public works and other minor installations such as kiosks, and culverts and includes fences, signage, and any other improvements that may impact DISTRICT operations and access at the District Property) to the District Property shall first be approved by the DISTRICT by written approval, and such approval shall not be unreasonably withheld, conditioned or denied. COUNTY shall comply with conditions in said written approval. If DISTRICT fails to respond within forty-five (45) days of County's request with a decision to approve or deny, then the Parties shall engage in the dispute resolution process set out in Section 13 of this Agreement.

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#### **4. County Rights and Responsibilities.**

(a) COUNTY shall manage and administer the Permitted Recreational Uses on the District Property during the Term. Subject to the conditions and restrictions contained in this Agreement, COUNTY has full control and authority for public use of the Permitted Recreational Uses on the District Property in accordance with this Agreement, and COUNTY shall restrict, control, regulate and/or supervise the public recreational use thereof. COUNTY may, at its discretion, consistent with the terms and conditions of this Agreement, and applicable local, state and federal laws, regulations or requirements, take measures as COUNTY deems appropriate, to address public health, safety or convenience through vegetation management, vector control or by other appropriate lawful means. The COUNTY is solely liable and responsible for the maintenance, repair and improvements to all trails, roads, boat ramps, buildings, facilities and structures (including vertical and horizontal infrastructure) installed by the COUNTY on the District Property (collectively, the “**County Improvements**”), including responsibility for ensuring the health and safety of said facilities and structures for their intended use.

(b) COUNTY will have the right to make all County Improvements, including construction, replacement or reconstruction of County Improvements, on the District Property necessary, or convenient to the enjoyment of the District Property for the Permitted Recreational Uses authorized under this Agreement, subject to the requirements of this Agreement. For all new construction of Facilities or Structures on the District Property, the COUNTY shall provide design development plans for such projects, including those proposed by COUNTY licensees, concessionaires, lessees, or assignees, and such plans shall be provided to the DISTRICT by letter requesting approval of the intended improvements, which approval shall not be unreasonably withheld or denied. It is fully understood and agreed that DISTRICT’s basis of approval or disapproval of any County Improvements is its responsibility to ensure the same will not unreasonably interfere with the use of the District Property for any existing or planned DISTRICT use. COUNTY and DISTRICT shall both observe all statutes, laws, ordinances and regulations applicable to the construction of their respective improvements under this Agreement.

(c) To the extent consistent with this Agreement, COUNTY shall have all responsibility for powers related to operation, maintenance and management of the District Property in relation to the Permitted Recreational Uses, including, but not limited to, the powers to:

- (1) Determine staffing for recreational maintenance and operations;
- (2) Determine regular hours of operation of the Premises and time for public access;

(3) Modify days and/or hours of operation. COUNTY agrees to notify DISTRICT of any changes to its posted regular hours of operation and time of day for public access at any of the sites in the Premises, and any changes to the dates for which the sites are open for specific activities in the Premises. In the event of a date reschedule for the seasonal closure of boating access, COUNTY shall notify DISTRICT of posting or announcing such change. COUNTY's notifications to DISTRICT shall be as early as possible, but no later than 72 hours after COUNTY's posting or announcing such change. COUNTY's notifications to DISTRICT shall be by email or in writing to DISTRICT's Chief Executive Officer or the Chief Executive Officer's designee.

(d) Special Events: COUNTY may, at its election, approve and/or conduct a limited number of park user special events by issuance of a COUNTY permit each year at the District Property. COUNTY-permitted special events ("**Special Events**"), include, but are not limited to, swimming, fish stocking or other events not normally allowed, as specified in Appendix A, and will require a COUNTY-issued Special Event permit. COUNTY will take full District Property responsibility for COUNTY park permittees and their authorized-participants (each and collectively the "**Park Permittees**" or "**Park Permittee**") in all Special Events and may, at its election, delegate management, operations or administration responsibility for such Special Events to Third Parties (as defined in Section 4(g) below) provided such Third Parties carry appropriate insurance and assume all liability and risk by written agreement entered into between the COUNTY and said Third Party(ies). COUNTY may delegate any obligation to secure any necessary permits or other governmental approvals to the Park Permittees. COUNTY will require the Park Permittee operating the Special Event to include the DISTRICT as an additional insured in any insurance policies required by the COUNTY and said policies shall cover general liability and workers compensation, which coverage shall be equal to that provided to and required by the COUNTY.

(e) COUNTY shall not conduct or permit fish stocking on District Property other than as provided for under this Section 4(e) and other requirements in Section 4(k), which may include DISTRICT inspection, testing and prior approval of fish used for stocking. COUNTY shall provide written notice to DISTRICT prior to each such fish stocking event taking place. Such written notice shall be provided within one week of the date such stocking is scheduled or one week prior to the stocking event, whichever is greater. COUNTY must receive written approval from DISTRICT before proceeding with the fish stocking event; such approval shall not be unreasonably withheld. The DISTRICT may elect to conduct its own testing prior to approval of a COUNTY proposed fish stocking, and COUNTY shall not bear any expenses for such testing.

(f) Where COUNTY has jurisdiction or authority under applicable law, COUNTY shall prohibit third party operation or use of any drone or remote-controlled aircraft over the District Property. Aircraft landing and take-off from the water at the District Property is prohibited; however, the Parties recognize that the State of California may have rights to airlift water from the District Property for firefighting purposes and COUNTY shall have no liability or responsibility for such State actions or inactions.

(g) Concessions, Contracts, Licenses, Leases and Assignments. COUNTY may, at its election, approve concessions, licenses, contract, assignments, or leases for activities, improvements or services at or on the District Property for the purposes of supporting the Permitted Recreational Uses. By way of example, but not limitation, such purposes may include food services, and the provision of recreational activities. In addition, grazing is also allowed so long as the COUNTY complies with the DISTRICT's written Best Management Practices of the Sanitary Survey, such as 100-foot setbacks from all waterways and other grazing requirements of the DISTRICT, including advanced written approval. COUNTY will require the concessionaire, contractor, permittee, licensee, lessee or assignee ("**Third Parties**" or "**Third Party**") to include the DISTRICT as an additional insured where Third Party insurance policies are required by the COUNTY and these policies shall cover general liability and workers compensation, which coverage shall be equal to that provided to and required by the COUNTY.

(h) COUNTY is responsible for maintenance and repair of all County Improvements on the District Property, except where such maintenance or repair is necessitated due to damage caused by negligent or intentional acts of the DISTRICT in which case DISTRICT shall pay for such maintenance and repair. Maintenance and repair shall be at the level comparable to COUNTY's maintenance of COUNTY improvements installed on COUNTY-owned parks of a similar size, public use and with similar recreational improvements. Where there is no COUNTY-owned park with similar recreational improvements, maintenance and repair shall be at a reasonable level.

(1) If DISTRICT serves written notice to COUNTY that additional maintenance or improvements to the County Improvements, such as public signage, are required as a result of applicable local, state or federal water quality laws or regulations, COUNTY shall have no less than thirty (30) days to respond to the notice in writing concerning its time estimate for corrective action or to propose another alternative, provided that COUNTY shall respond as appropriate in a shorter period of time as directed by a state or federal regulatory agency (other than the DISTRICT). The DISTRICT is not obligated to accept any alternative proposed by the COUNTY. The Parties shall meet and confer if necessary concerning any issues of dispute. If other improvements or maintenance are requested by the DISTRICT that are not to the County

Improvements on the District Property, then the Parties shall meet and confer to mutually develop a plan for completing and paying for such maintenance or improvements.

(i) COUNTY shall provide DISTRICT, by October 31st of each year, a report containing a numerical estimate of visitor attendance (where feasible) to the District Property for the prior calendar year, broken down by each District Facility. In addition, for each District Facility where boating is allowed, the annual report shall contain (where feasible) the estimated numbers of COUNTY or concessionaire boats rented by visitors and the estimated number of launches of visitor-owned boats (broken down by power boats versus others. The annual report shall also contain the dates and brief descriptions of Special Events, and an estimate of the number of visitors attending each of those Special Events. The report shall also provide the number of citations issued and the numbers (and types) of other enforcement actions taken by COUNTY (if known). Each year in November (or in another date mutually determined by the Parties), COUNTY will participate in a meeting scheduled by DISTRICT upon receiving COUNTY's annual report to jointly consider the success of the prior year's Permitted Recreational Uses and discuss any ways in which the Parties can collaborate to enhance the public's recreational experience or modify the Permitted Recreational Uses to protect District Property or water supply in future years.

(j) The COUNTY shall be responsible for all regulatory requirements associated with the Permitted Recreational Uses and County Improvements, including complying with all regulatory requirements, which may include but are not limited to compliance with the California Environmental Quality Act, the California Endangered Species Act, the federal Endangered Species Act, the California Department of Fish & Wildlife Code, the Basin Plan and the Regional Water Quality Control Board and California Water Code requirements pertaining to such uses, including any applicable new requirements during the term of this Agreement.

(k) COUNTY shall observe all statutes, laws, ordinances and regulations applicable to its responsibility assumed under this Agreement. To the extent any DISTRICT policy adopted after the effective date of this Agreement directly conflicts with COUNTY's express rights under this Agreement, the provisions of this Agreement shall prevail, unless such DISTRICT policies are less stringent than the requirements of this Agreement. DISTRICT shall observe all statutes, laws, ordinances and regulations applicable to its responsibility under this Agreement. In the event that COUNTY is in violation of any provision of this Agreement, DISTRICT shall provide COUNTY written notice of the specific violation and specify a ninety-day period, or such time as is reasonably necessary (which may be less or more than 90 days depending on the necessity of cure), and COUNTY shall, within the specified period, cure the violation to DISTRICT's satisfaction. COUNTY's failure to cure within the specified time period shall constitute grounds to terminate the Agreement. In the event that DISTRICT is in



violation of any provision of this Agreement, COUNTY shall provide DISTRICT written notice of the specific violation and specify a ninety-day period, or such time as is reasonably necessary (which may be less or more than 90 days depending on the necessity of cure), and DISTRICT shall, within the specified period, cure the violation to COUNTY's satisfaction. DISTRICT's failure to cure within the specified time period shall constitute grounds to terminate the Agreement.

(l) COUNTY shall not restrict DISTRICT access to the District Property at any time, subject to the terms and conditions of this Agreement. DISTRICT shall not restrict COUNTY access to the District Property at any time, subject to the terms and conditions of this Agreement. DISTRICT may reasonably use COUNTY roads, boat ramps and trails on the District Property at any time to exercise any powers or authorities as the owner of the District Property or as authorized by the District Act provided such uses do not unreasonably interfere or impact the Permitted Recreational Uses and shall comply with COUNTY park policies and requirements with respect to such use except to the extent such policies and requirements conflict with the DISTRICT's rights under this Agreement in which case the terms of this Agreement shall prevail, unless such DISTRICT policies are less stringent than the requirements of this Agreement.

(m) The Parties shall coordinate with each other to prepare for emergency responses on the District Property (e.g. Emergency Action Operations Manual utilized by Park Operations staff), including communications during an emergency, provided, however, each Party shall be solely responsible for carrying out and managing its internal emergency response protocols.

(n) So long as COUNTY requires Park Permittees to first obtain a COUNTY-issued Special Event Permit before using District Property for a Special Event, then COUNTY shall not be obligated and shall not be required to obtain a permit or approval from the DISTRICT for such use, provided such COUNTY-issued permit requires the permittee to comply with all applicable DISTRICT standards pertaining to such use.

(o) Under this Agreement, COUNTY is under no obligation to undertake actions to address conditions resulting from low water levels including but not limited to the removal of dead fish, removal of decaying vegetation, or use of algaecide to address odors COUNTY shall lock the gates at the launch ramps where water levels are below the launch ramp.

## **5. District Rights and Responsibilities.**

(a) DISTRICT's right to use the District Property for DISTRICT purposes in accordance with applicable laws, including but not limited to the District Act, is, at all times, superior to the COUNTY's subordinate use of the District Property for the Permitted

Recreational Uses, and it is expressly understood that the terms and conditions of this Agreement will not in any way interfere with the absolute, free and unrestricted right of DISTRICT to operate and maintain any dam, reservoir, recharge facility, or any appurtenant works thereto, or to repair or reconstruct any of its works, or to raise or lower the height of the water of any reservoir or recharge facility or otherwise use the District Property as it deems necessary.

(1) Notwithstanding the provisions of Section 5(a) above, the DISTRICT shall not restrict, alter, modify or deny COUNTY's Permitted Recreational Uses nor deprive the COUNTY of its quiet use or enjoyment of the District Property or the County Improvements without first providing the COUNTY reasonable advance written notice and an opportunity to meet and confer in accordance with the provisions of this Agreement. If COUNTY is denied the quiet use or enjoyment of the District Property, the County Improvements or the Permitted Recreational Uses are unreasonably interfered with, restricted or denied at any time, the COUNTY shall have the right, but not the obligation, to either terminate this Agreement or discontinue permanently any or all Permitted Recreational Uses of any portion of the District Property.

(b) DISTRICT shall have the right to limit or restrict the type, intensity, or control location of Permitted Recreational Uses on the District Property, as reasonably necessary to meet DISTRICT operational requirements, water quality requirements, or other DISTRICT purposes and/or use, subject to compliance with the terms and conditions of this Agreement, including but not limited to Section 5(a)(1) herein above.

(c) DISTRICT will be responsible and liable for all improvements and facilities on District Property not part of the County Improvements including, but not limited to the dams, reservoirs and appurtenant facilities, which may provide, as a primary function, for the storage, regulation and management of water.

(d) DISTRICT shall provide COUNTY annually ("**annual written notice**"), but not later than May 1st, the currently scheduled operational levels for each reservoir on the District Property for the remainder of the calendar year. This shall not limit DISTRICT's discretion in its operations and COUNTY understands and agrees that DISTRICT operational levels for the reservoirs and actual maintenance, repair, construction, or improvements of the reservoirs may vary. DISTRICT shall make good faith efforts to provide COUNTY with reasonable advance written notice of material changes.

(e) DISTRICT will engage COUNTY early in conceptual and subsequent planning and design for capital projects and/or other physical improvements that could result in future construction or material changes on or around the District Property.

(1) DISTRICT will provide COUNTY a minimum of sixty (60) days advance written notice of any construction relating to any proposed DISTRICT physical improvements or capital projects to be performed on the District Property, including the DISTRICT's schedule for starting and completing the work and the potential for impact to COUNTY's use of the District Property.

(2) DISTRICT shall use good faith efforts and commercially acceptable practices to minimize DISTRICT's project impact on COUNTY's use of and improvements on the District Property. DISTRICT shall provide COUNTY reasonable advance written notice (at least sixty (60) days) of any planned significant changes to the District Facilities or other DISTRICT structures in or that may materially affect the District Property or any of the Permitted Recreational Uses, including but not limited to construction.

(3) For reasonably unforeseeable events, DISTRICT shall provide advance written notice to COUNTY at the earliest possible date, but at a minimum at least forty-eight (48) hours advance notice.

(f) For emergencies reasonable notice shall be provided and, notifications by DISTRICT may be by email to the PARKS DIRECTOR or designee so long as it is followed by a telephone call to the PARKS DIRECTOR or designee, with a detailed message and call-back number.

(g) For any DISTRICT capital project on the District Property where the DISTRICT removes any of the COUNTY Improvements, then, after complying with CEQA (where applicable), the DISTRICT will replace COUNTY Improvements in kind, as a capital project component, to a location and in a condition reasonably acceptable to both Parties using qualified California licensed engineers and contractors within a reasonable period of time (not to exceed five (5) years, or such other period of time mutually agreed between the Parties) or the parties may mutually agree to other contributions in lieu of in-kind County Improvements. Pending litigation or regulatory approval shall constitute grounds to extend time for the replacement.

(h) DISTRICT shall provide COUNTY by March 31<sup>st</sup> of each year (or by such other date as mutually determined by the Parties) an annual schedule for both future planning projects (as of 2018, these future planning projects are identified in DISTRICT annual CIP document) and major construction work that may affect or impact any of the County Improvements, any of the Permitted Recreational Uses or the physical condition of any of the District Facilities or Premises, such as the planned seismic upgrade to Anderson Dam. Projects on the annual schedule for construction shall satisfy the 60-day notice requirement in Section 5(e) herein above. DISTRICT retains full discretion to make changes to this schedule for construction work and shall provide COUNTY with at least sixty (60) days advance written notice of such changes.

Before any work begins DISTRICT and COUNTY shall collaborate and attempt to develop protocols and funding sources for mitigating the impacts to the County Improvements or the Permitted Recreational Uses. Following such efforts, DISTRICT shall not be prohibited from moving forward in the absence of an agreement regarding impact mitigation.

(i) When the DISTRICT intends to conduct repairs to any of the District Facilities or other structures in or near the District Property that may impact County Improvements, DISTRICT shall make every reasonable effort not to damage or affect the use of County Improvements. DISTRICT shall notify COUNTY pursuant to Section 5(e) herein above of its intent to make such repairs. DISTRICT and COUNTY shall collaborate and develop protocols and funding sources for mitigating the impacts to the County Improvements before any work begins, except during emergencies in which case such collaboration may continue after work has begun.

(j) DISTRICT shall meet and confer with COUNTY within thirty (30) days of COUNTY's request for a meeting to address any issues raised by COUNTY related to implementation of COUNTY's responsibilities or obligations described in Section 4 or this Section 5. If COUNTY indicates an urgent meeting is required for this purpose, DISTRICT shall meet and confer with COUNTY as soon as possible within the thirty (30) day period. COUNTY shall meet and confer with DISTRICT within thirty (30) days of DISTRICT's request for a meeting to address any issues raised by DISTRICT related to implementation of DISTRICT's responsibilities or obligations described in Section 4 or this Section 5. If DISTRICT indicates an urgent meeting is required for this purpose, COUNTY shall meet and confer with DISTRICT as soon as possible within the thirty (30) day period.

## **6. Working Groups and Joint Responsibilities**

For purposes of this Agreement, COUNTY and DISTRICT shall form a joint working group comprised of staff from both Parties to address operational, administrative and processing issues that may arise related to implementing this Agreement. The working group shall meet at least monthly (or, alternatively, more or less frequently as determined in writing between the Parties). On an annual basis, the working group shall meet to evaluate the effectiveness of efforts to and success levels reached in implementing this Agreement. The working group shall use these meetings to also develop written processes and protocols for implementation of this Agreement, which must be approved by both the PARKS DIRECTOR the DISTRICT CEO. The working group meetings are not intended to, and do not, replace the dispute resolution process set in section 13 herein below.

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## **7 As-is Condition of District Property.**

(a) **District Property.** It is expressly understood by COUNTY that DISTRICT has no obligation to modify or change its use of the District Property or modify the District Property itself to accommodate COUNTY's use of the District Property. It is COUNTY's sole obligation to ensure the District Property is of adequate condition to accommodate COUNTY's and public's use of the District Property for the Permitted Recreational Uses allowed under this Agreement and consistent with the terms and conditions of this Agreement.

### **(b) Water Levels.**

(1) It is expressly understood by COUNTY that the level of water stored in the District Facilities on the District Property will fluctuate from day-to-day and month-to-month and such fluctuations may sometimes be of such magnitude to limit or preclude COUNTY's use of the effected District Property for the Permitted Recreational Uses. DISTRICT and COUNTY shall establish a mutually agreeable communications plan to ensure DISTRICT informs COUNTY in advance of any necessary releases/fluctuations in water levels.

(2) It is understood that nothing herein contained shall be constructed as conferring a right upon COUNTY or the public, or any member thereof, to have, or a duty upon DISTRICT to provide, water in said reservoir at any time and shall not affect the rights and obligations pursuant to section 2(d) herein.

(3) Under this Agreement, neither DISTRICT nor COUNTY have any obligation to undertake actions to address water quality conditions including but not limited to the removal of dead fish, removal of decaying vegetation, or use of algacide.

### **(c) Water Quality.**

(1) DISTRICT shall have the right to limit or restrict the type, intensity, or location of the Permitted Recreational Use as are reasonably necessary to meet any California State Water Resources Control Board, Regional Water Quality Control Board, Department of Public Health, or DISTRICT policies, requirements or regulations regarding the quality, degradation or impairment (chemical, physical and/or biological) of DISTRICT water supply sources or to address the potential effect of water quality on DISTRICT water supply infrastructure.. This right to limit or restrict the location of the Permitted Recreational Use as reasonably necessary shall be exercised when the DISTRICT determines that there is or threatens to be a significant degradation of water quality or degradation of DISTRICT water supply infrastructure associated with or impacting the Permitted Recreational Use.

(2) Prior to issuing any new limitations or restrictions, DISTRICT shall first convey immediately to COUNTY advance written notice of at least sixty (60) days prior to effecting such limitations or restrictions or a shorter time if reasonably required by an authority other than the DISTRICT or if a more urgent need for the change is identified by the DISTRICT.

(3) For the purposes of this Agreement, mussel controls shall include water borne organisms such as zebra and quagga mussels and algal toxins and or nonnative species. The COUNTY shall comply with the DISTRICT'S mussel prevention program and the Bay Area Consortium for zebra and quagga mussels coordinated prevention plan where boating and fish stocking are allowed per Appendix A. The parties will meet to discuss any proposed changes to these standards. COUNTY may elect to prohibit fish stocking or boating in certain reservoirs, in which case the COUNTY will have no obligation to comply with standards set out in this subsection (4). If the COUNTY so elects, then the COUNTY will provide DISTRICT with at least (30) thirty days written notice.

## **8. Fees and Costs.**

(a) **Fees.** Fees received by COUNTY from the Permitted Recreational Uses and related uses shall inure to COUNTY and may be used to cover the costs of future improvements, maintenance, and operation (including administration and overhead costs attributable to COUNTY's use or occupation of the District Property).

### **(b) Costs.**

(1) The Parties agree that the costs for repairs, maintenance or improvements shall be paid by COUNTY if related to the County Improvements and by DISTRICT if related to any of DISTRICT's facilities, structures, dams or other infrastructure. The Parties agree to share the cost of items where the Parties agree that such items significantly relate to both the COUNTY's Permitted Recreational Uses and to the DISTRICT's uses of the Premises. However, the DISTRICT's periodic or incidental use of gates, parking lots, roads or walkways to access or facilitate access to DISTRICT facilities shall not trigger this cost-sharing obligation except where DISTRICT or any of its officers, agents, directors, employees or independent contractors is/are negligent or has/have engaged in willful misconduct. The aforementioned costs shall not include DISTRICT or COUNTY employee salaries or benefits. If a dispute results for the allocation or division of an expense, then the Parties shall resolve the matter in accordance with Section 13 (Dispute Resolution).

(2) Where mutually agreed upon in writing between the Parties, the DISTRICT may fund in whole or in part repairs, maintenance or improvements to the District Property for recreational uses. Without mutual agreement, COUNTY acknowledges that

DISTRICT is under no obligation to fund such items. Entry into such an agreement shall be at the sole and exclusive discretion of each Party, and failure to reach a mutual agreement for such funding shall not be subject to the dispute resolution process (Section 13) in this Agreement.

(c) COUNTY's accounts of fees and costs described in this Section 8 are subject to reasonable audit by DISTRICT, within the normal Department hours of operation and all such costs of any audits shall be the sole responsibility and liability of the DISTRICT and not the COUNTY.

(d) COUNTY park visitor fees shall not apply to DISTRICT, its staff, contractors or agents conducting District business to reasonably access or use any portion of the District Property, excluding the County buildings or facilities.

#### **9. Non-recreational Licenses, Assignments, Leases and Concessions.**

Any third party uses, licenses, assignments, leases or concession agreements involving a non-park purpose on the District Property shall be subject to the advance approval of both COUNTY and DISTRICT, which approval shall not be unreasonably delayed or denied. Such third party uses shall not unreasonably interfere with COUNTY's and DISTRICT's use of the District Property.

#### **10. Restrictions on the Use of Regulated Materials on the District Property.**

(a) Regulated materials shall be defined for purposes of this Agreement as any material which is defined as a "**hazardous material, hazardous waste, hazardous substance, designated waste or special waste**" in accordance with applicable local, state and federal ordinances, statutes and regulations.

(b) COUNTY has provided an inventory of regulated materials and quantities which are stored or used in the operations of the County Improvements or Permitted Recreational Uses on the Premises. DISTRICT acknowledges receipt of the inventory statement and quantities. Parties acknowledge that any one or more of the materials contained on the list may be used on, in or upon the Premises relative to the Permitted Recreational Uses or County Improvements.

(c) COUNTY shall provide DISTRICT copies of any amendments to modifications or supplemental information concerning the inventory as it is prepared by the COUNTY.

(d) In the event of a discharge or release of a hazardous substance or waste from, or resultant of, the COUNTY's operations, whether with or without the explicit or implicit knowledge of DISTRICT, then COUNTY is responsible for:

(1) Notification of all authorities in accordance with all federal, state and local regulations.

(2) Immediate notification (where feasible) to DISTRICT's Environmental Compliance Division, followed by written notification within 24 hours of discovery of the release.

(3) The investigation, including contaminant characterization, removal, monitoring, disposal, and regulatory clearance for remediation of the hazardous substance or waste, to the reasonable satisfaction of the District and any regulatory agency with jurisdiction over the release.

(4) Any and all costs, including DISTRICT costs, associated with all corrective actions.

## **11. Mutual Cooperation.**

(a) **Projects/Opportunities with Mutual Benefit to Parties.** With respect to the Permitted Recreational Uses, the Parties shall look for opportunities to partner on projects of mutual interest and create plans for public information and education as part of the implementation of the project(s), including such things as working together to achieve a competitive edge on grant applications, creating informational brochures and public relations, all of which benefit the people of Santa Clara County.

(b) **Signage.** The Parties shall cooperate to create and install signage which benefits the programs of each Party, such as warnings, entrance signage, interpretive signs, and joint uses when applicable. The DISTRICT CEO and COUNTY's Director of the PARKS DIRECTOR or their designees shall meet and confer on a periodic basis to plan and install appropriate signage which serves the program needs of both Parties.

(c) **Public Relations.** The Parties recognize the unique nature of the resources and recreational uses covered by this Agreement and of the beneficial effects to both Parties of providing these resources to the public. The Parties resolve to utilize their respective offices to mutually support the efforts of each other to deliver such services to the public. The Parties further agree to cooperate in order to resolve disputes and assist each other in responding to public inquiries arising from the activities of the other Party.

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## **12. Indemnifications.**

### **(a) Indemnification by County.**

Notwithstanding any other provision of this Agreement, COUNTY agrees to indemnify, defend and hold harmless the DISTRICT, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the: (i) Permitted Recreational Uses of the District Property, (ii) the condition of the County Improvements on the District Property, (iii) COUNTY's licensees', assignees', lessees', or concessionaires' use of the District Property or (iv) the negligence or willful misconduct of the COUNTY'S officers, agents, employees, or independent contractors. COUNTY shall have no duty to indemnify for that portion of comparative liability resulting from the negligence or willful misconduct of an officer, agent, or employee of the DISTRICT but shall retain the duty to defend DISTRICT in such case. This Agreement to defend, indemnify, and hold harmless the DISTRICT will operate irrespective of the basis of the claim, liability, loss, damage, or injury and irrespective of whether the act, omission, or activity is a condition of the District Property or any other cause of any kind or nature.

### **(b) Indemnification by District.**

Notwithstanding any other provision of this Agreement, DISTRICT agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to (i) the DISTRICT Facilities, dams, fences, structures, improvements or infrastructure that is or are not authorized for use for the Permitted Recreational Uses, (ii) DISTRICT's licensees', assignees', lessees', or concessionaires' use of the District Property or (iii) the negligence or willful misconduct of the DISTRICT's officers, agents, employees, or independent contractors. DISTRICT shall have no duty to indemnify for that portion of comparative liability resulting from the negligence or willful misconduct of an officer, agent, or employee of the COUNTY but shall retain the duty to

defend COUNTY in such case. This Agreement to defend, indemnify, and hold harmless will operate irrespective of the basis of the claim, liability, loss, damage, or injury, and irrespective of whether the act, omission, or activity is a condition of the District Property or any other cause of any kind or nature.

### **13. Dispute Resolution.**

(a) The Parties acknowledge that issues may arise that require resolution between the Parties. The Parties agree to meet and confer to resolve such issues. COUNTY hereby appoints the PARKS DIRECTOR, or designee, and DISTRICT appoints the DISTRICT CEO, or designee, as each of their respective representatives for dispute resolution. Either Party may notify the other Party upon a 48-hour telephone notice or three (3) day written notice whenever a Party desires to meet and confer and the other Party shall attend at a mutually agreed upon date, time and location. The Parties agree to utilize this procedure prior to instituting any legal action which pertains to this Agreement. Except as specifically provided herein, nothing contained herein shall diminish any right or remedy of either Party at law.

(b) **Arbitration.** The Parties may, but are not obligated, to mutually agree that a dispute shall be submitted to arbitration in San Jose, California (or other venue agreed to by the Parties) conducted by a retired judge of the Superior Court of California to be agreed upon by the Parties. In the absence of an agreement governing the arbitration process, the arbitration shall be by and according to the Rules of the American Arbitration Association but shall include a Statement of Decision and shall be according to California law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The cost of the arbitrator initially shall be borne equally by the Parties, but the prevailing Party in the proceeding shall be entitled to recover its contribution for the reasonable cost of the arbitrator from the non-prevailing Party.

### **14. Miscellaneous.**

(a) **Binding Effect.** The covenants and agreements contained in this Agreement shall bind the respective successors, assigns, heirs and legal representatives of the Parties hereto.

(b) **Entire Agreement.** This Agreement and any exhibits, appendices or addenda attached hereto set forth all covenants, agreements, conditions and understandings between COUNTY and DISTRICT concerning the specific subject matter contained in this Agreement specifically relating to the District Property and the Permitted Recreational Uses, except where a prior written agreement approved and executed by both Parties expressly applies. This Agreement supersedes and replaces the Master Reservoir Lease, as amended.

(c) **Modifications.** Except for administrative amendments to Appendices A, B and C as provided for in Sections 2(c) and 4(k), the provisions of this Agreement may be modified, waived or added to only by a written amendment to this Agreement approved by both the DISTRICT's Board of Directors and the COUNTY's Board of Supervisors.

(d) **Waiver.** The waiver by either Party of a violation or breach of any provision of this Agreement by the other Party shall not constitute a waiver of any subsequent violation or breach.

(e) **No Assignment.** Neither Party shall assign its interest (in whole or in part) in or to this Agreement without the prior written consent of the other Party.

**15. Notices.**

Communications relating to this Agreement shall be in writing and shall be delivered personally, sent by United States mail, first class postage prepaid, or by private messenger or courier service, to the addresses set forth below:

**If DISTRICT:** Chief Executive Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, California 95118-3686

**If COUNTY:** Director  
Santa Clara County  
Parks and Recreation Department  
298 Garden Hill Drive  
Los Gatos, California 95030

**WITH COPY TO:** County Counsel  
Office of County Counsel  
70 West Hedding, East Wing, 9<sup>th</sup> Floor  
San Jose, California 95110

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

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IN WITNESS WHEREOF, the Parties have executed this Agreement which shall take effect on the Effective Date as stated above.

**SANTA CLARA VALLEY  
WATER DISTRICT:**

**COUNTY OF SANTA CLARA:**

By: \_\_\_\_\_  
Richard P. Santos, Chair of the Board of  
the Directors

By: \_\_\_\_\_  
S. JOSEPH SIMITIAN, of  
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.  
ATTEST:

\_\_\_\_\_  
Michele King, Clerk of the  
Board of Directors

\_\_\_\_\_  
Megan Doyle, Clerk of the  
Board of Supervisors

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

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

Approved as to form:

Approved as to form and legality:

\_\_\_\_\_  
Brian Hopper,  
Sr. Asst. District Counsel

  
Shirley R. Edwards  
Deputy County Counsel

**EXHIBIT A**

**DISTRICT FACILITIES**  
**(Identifying Permitted Recreational Uses)**

District Facility  (includes water bodies and adjacent District land)	Permitted Recreational Uses*					
	(1) Picnicking, hiking, and other related uses	(2) Boating	(3) Fishing	(4) Swimming	(5) Fish Stocking	(6) Additional permitted uses
Almaden Reservoir	√		√			
Calero Reservoir	√	√ (motorized and non-motorized)	√			
Anderson Reservoir	√	√ (motorized and non-motorized)	√			
Stevens Creek Reservoir	√	√ (non-motorized)	√	√ (special events)		
Uvas Reservoir	√		√	√ (special events)		
Chesbro Reservoir	√		√	√ (special events)		
Camden Percolation Ponds	√		√		√ (pond #1 and #2--Special Events only)	√ (Pond #1—sail craft and Pond #2—remote control model boats)
Coyote Reservoir	√	√ (motorized and non-motorized)	√			√ (camping)
Lexington Reservoir	√	√ (non-motorized)	√			
Guadalupe Reservoir	√		√			

District Facility  (includes water bodies and adjacent District land)	Permitted Recreational Uses*					
	(1) Picnicking, hiking, and other related uses	(2) Boating	(3) Fishing	(4) Swimming	(5) Fish Stocking	(6) Additional permitted uses
Vasona Reservoir	√	√ (non-motorized resident boats only)	√			√ (surface water diversion for landscaping)
Coyote Percolation Ponds	√	√ (motorized by Ski club)	√			

\*Permitted Recreational Uses are only allowed where there is a checkmark (√). Other than power boating as provided herein, Permitted Recreational Uses shall be low impact on the environment or passive in nature. The following further clarifies the Permitted Recreational Uses for each numbered column above:

- (1) Other permitted uses within existing developed areas include low impact activities such as orienteering, geocaching, bird watching, Frisbee, disc, and ball use.

Hiking, dogs on leash, jogging, biking and equestrian use including organized events shall be allowed on the District Property consistent with County Ordinances pertaining to such uses or on trails designated for these uses by appropriate signage and on access roads.

Picnicking shall be allowed only in areas designated by COUNTY and as approved by District and controlled through appropriate signage.

Nonnative vegetation may be removed, subject to regulatory agency approval, as desired to accommodate a permitted recreational use.

- (2) All boating is subject to mussel inspection. Motorized boating is limited to select reservoirs. Motorized boating on all reservoirs is permitted by County Parks for safety and security purposes.

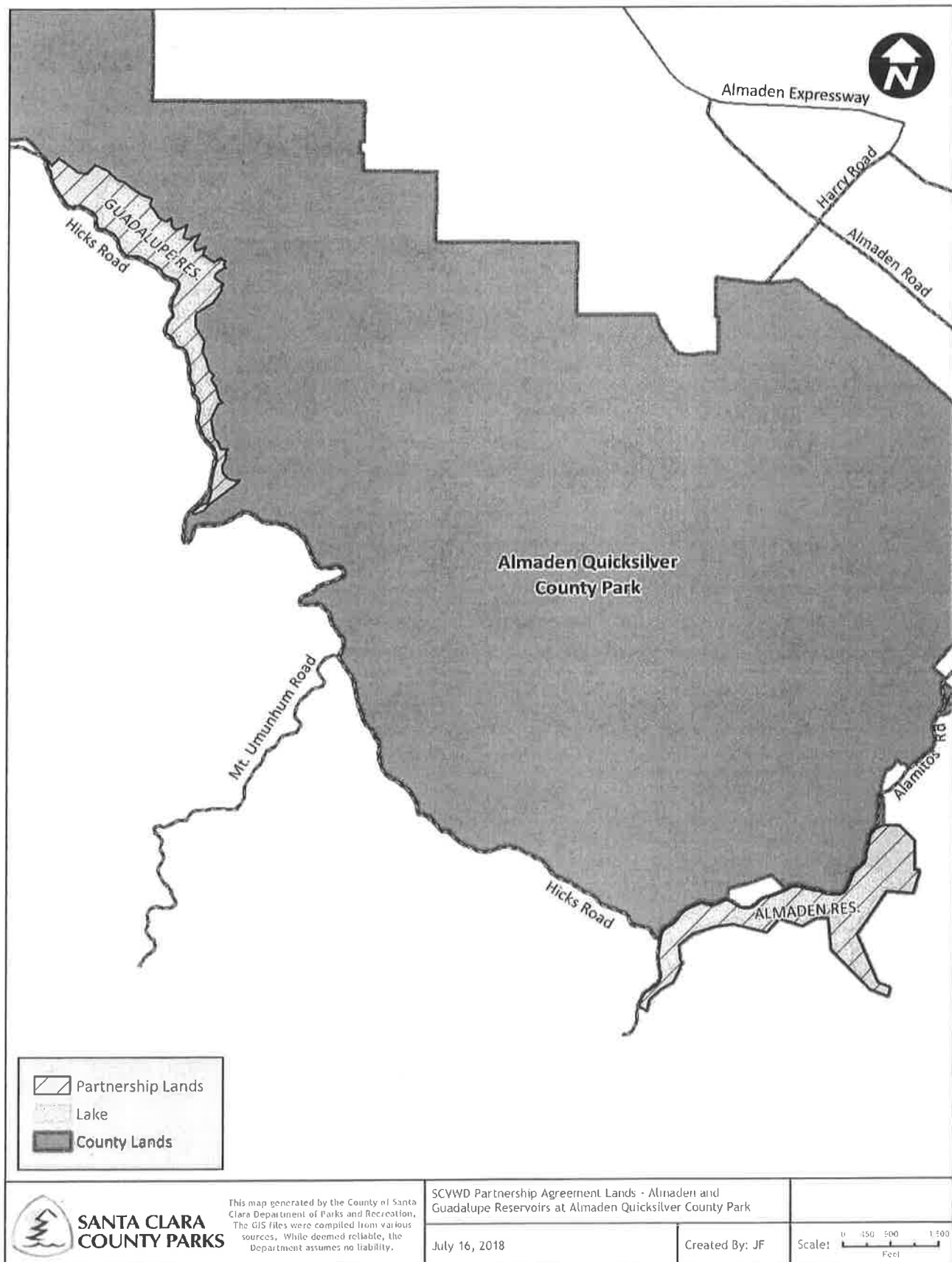
(i) A Vessel that is a "non-motorized boat" includes:

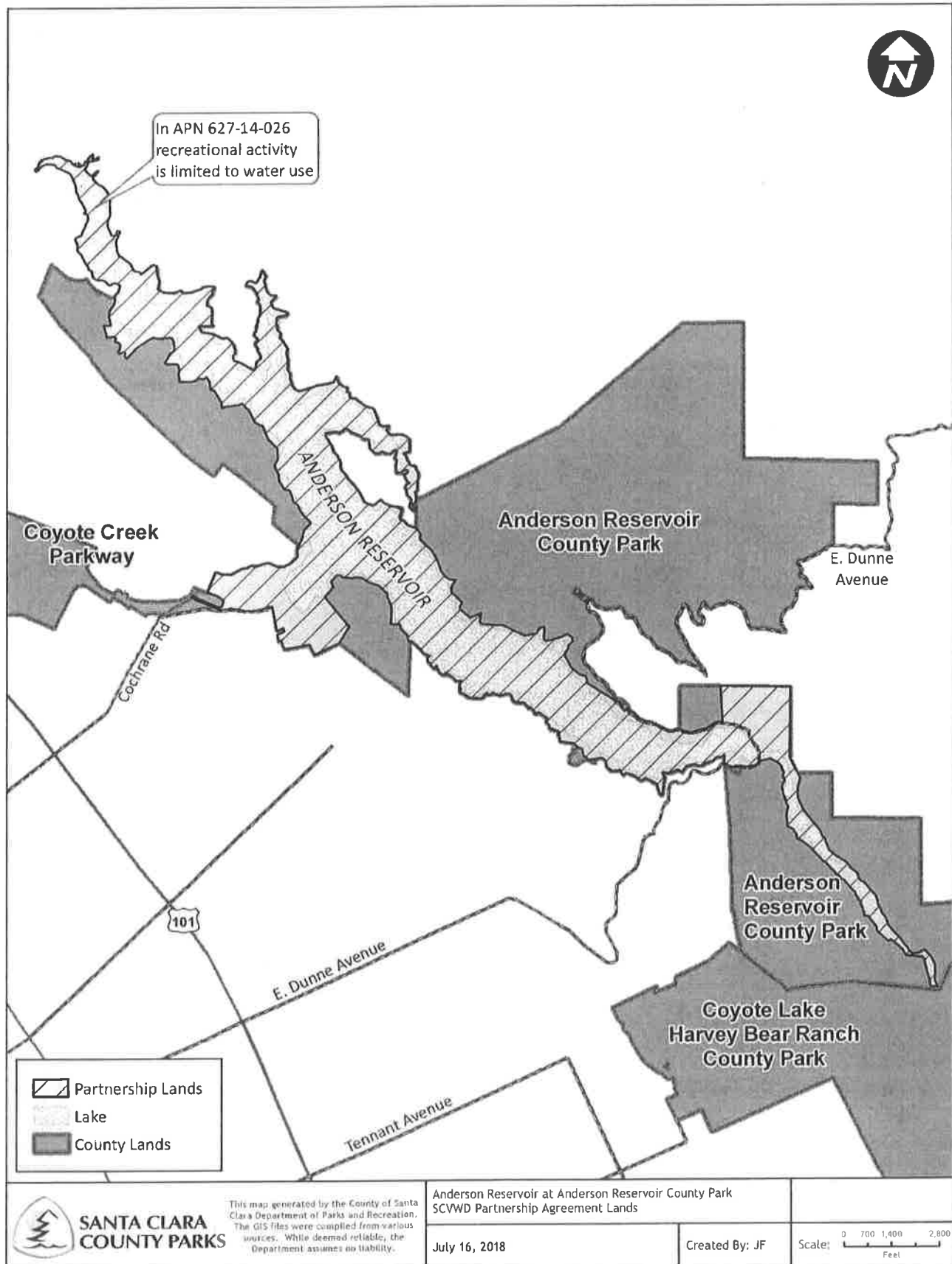
- (1) boats propelled by paddles or oars (and usually without a motor), such as canoes, kayaks, inflatable boats and rafts, rowing boats (including row boats, shells, sculls, dories, and drift boats), and other types of manually propelled boats;
- (2) small sailboats, 8 feet in length or shorter (used without operating a motor); and
- (3) sailboards, paddleboards and kiteboards.

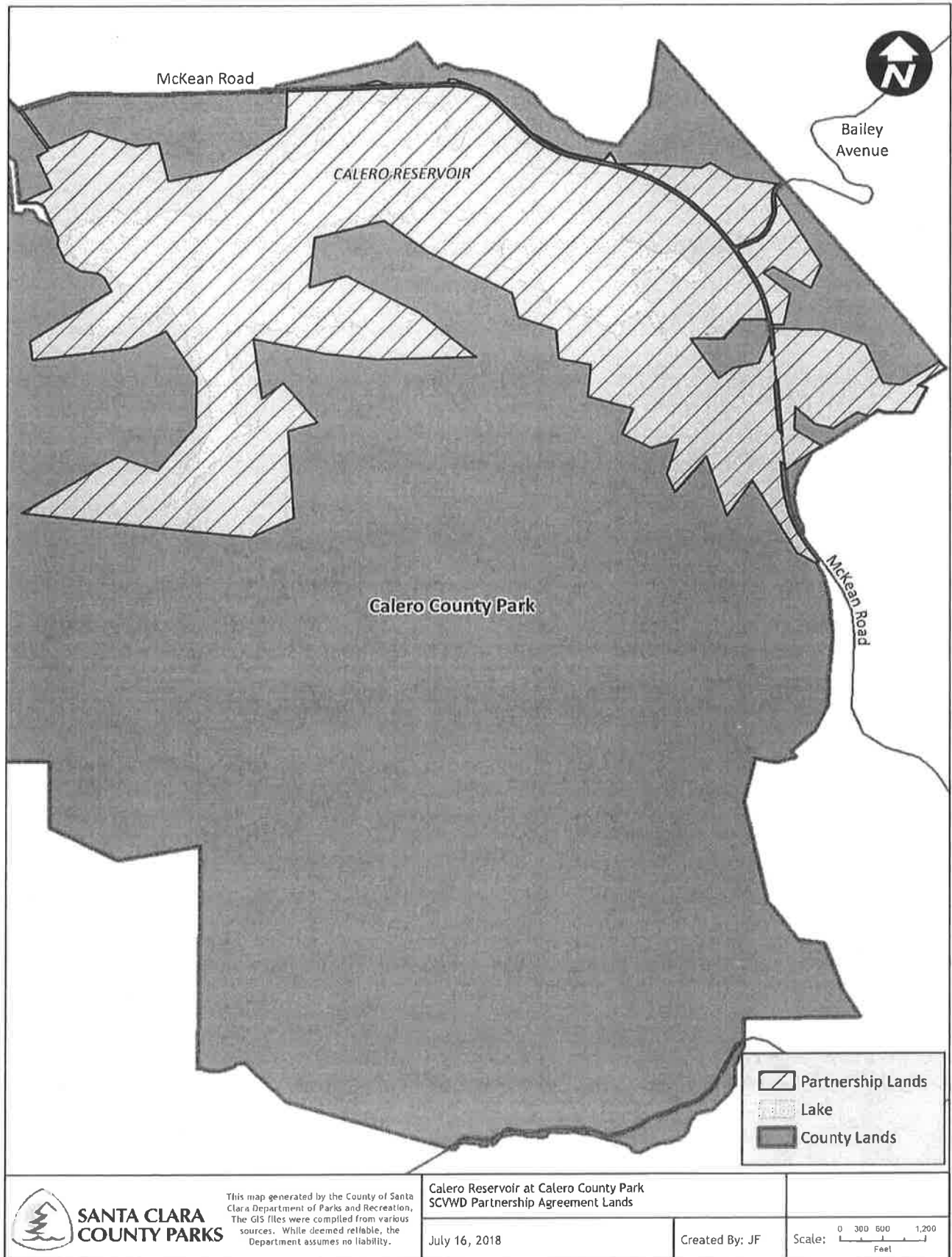
- (ii) Motorized boating on Lexington is permitted by the Los Gatos Rowing Club for training and safety purposes.
  - (iii) Boating at Vasona is limited to non-motorized resident boats housed at Vasona managed by County Parks concession. Non-resident boats may be allowed only if mussel inspection protocol is implemented.
  - (iv) Motorized boating at Coyote Percolation Pond is permitted pursuant to County issued special permit to ski club.
- (3) Specific site locations for fishing are subject to limitations set forth in the State Dept of Fish and Wildlife Code. County shall provide public notice that use of live bait is prohibited at all facilities. District and County will collaborate to provide signage prohibiting the release of non-native species and pets into the water.
- (4) Swimming is prohibited in reservoirs, except for those marked where swimming is limited to Special Events pursuant to Section 4 (d) of the Agreement, where events are appropriately supervised by life guards, are scheduled to not conflict with District activities, and water levels are appropriate for the use. Motorized boats may be used for safety purposes during special events subject to mussel inspection. A maximum of three swimming events are permitted per year per identified facility, but this number may be increased pursuant to the provisions of Section 2(c) of the Master Partnership Agreement.
- (5) Fish stocking is subject to invasive species mussel testing and inspection protocol pursuant to Section 7(c)(3) of the Master Partnership Agreement. Fish stocking in Camden Ponds 1 and 2 may receive fish only from CDFW hatcheries in Region 3 (by example, Silverado and Warm Springs) or as may otherwise be directed or authorized by District in writing prior to the fish stocking. Fish stocking in Camden Ponds is limited to once per year.
- (6) Sail Craft and Remote Control Model Boats are subject to invasive species mussel testing and inspection protocol.

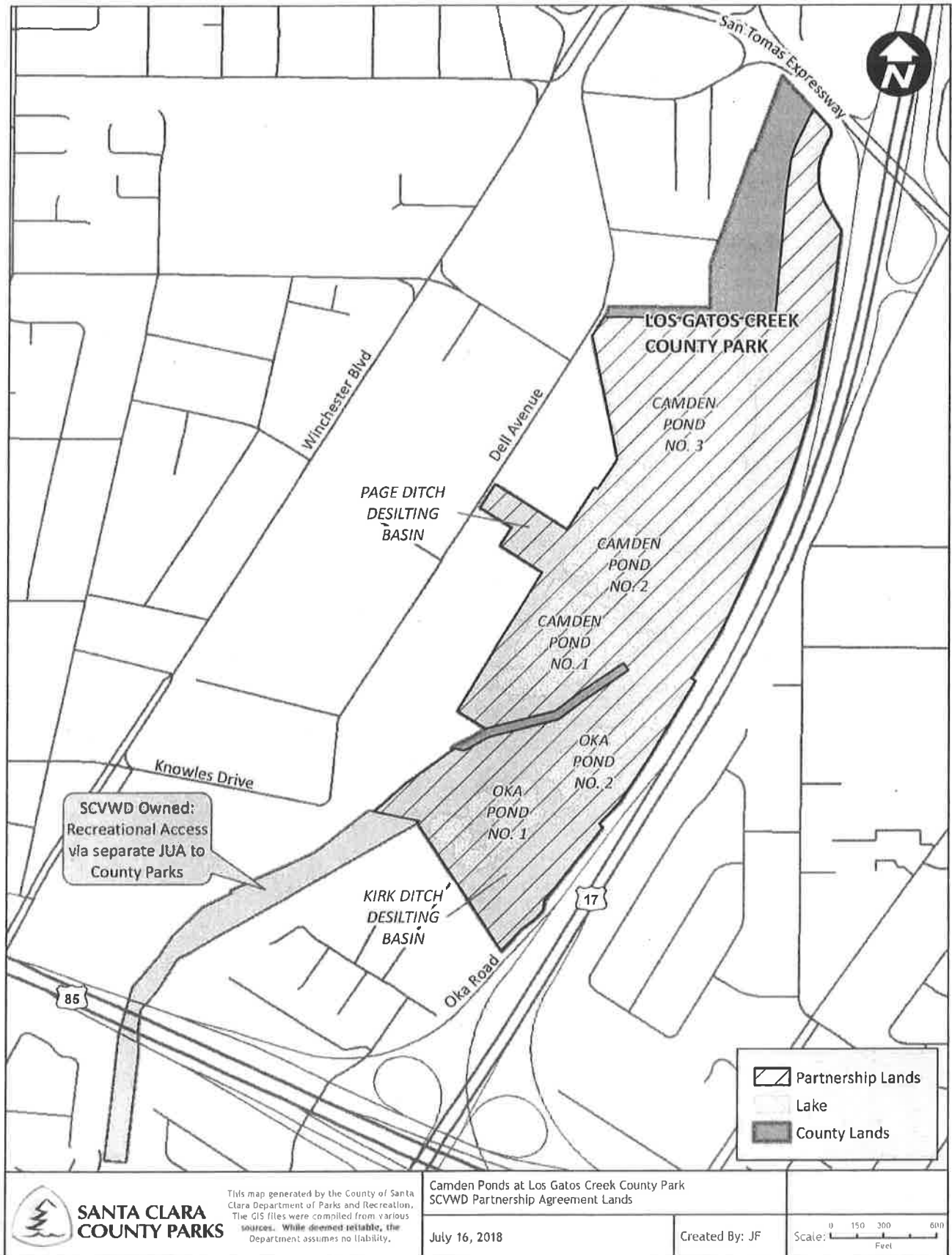
**EXHIBIT B**  
**DISTRICT PROPERTY MAPS**

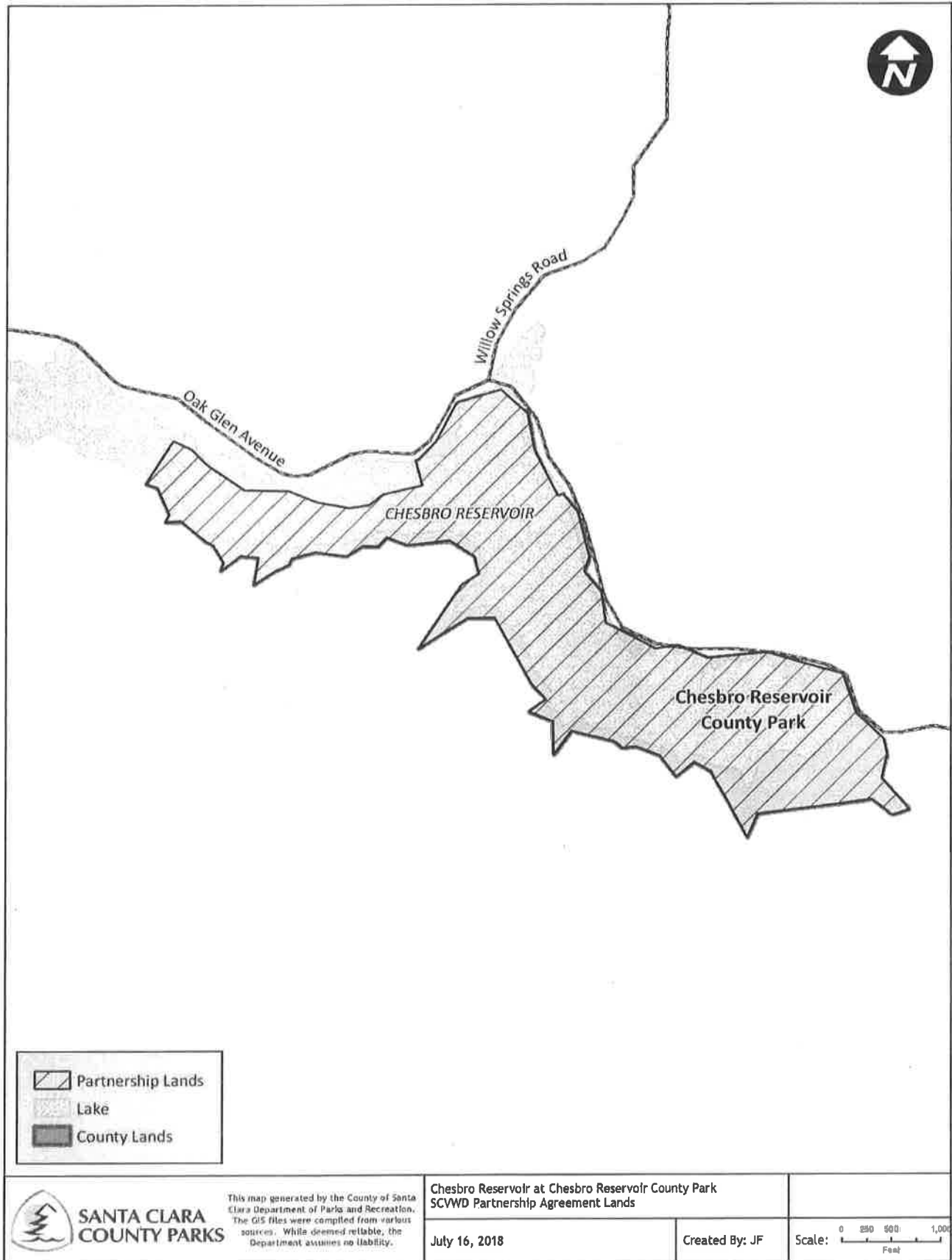


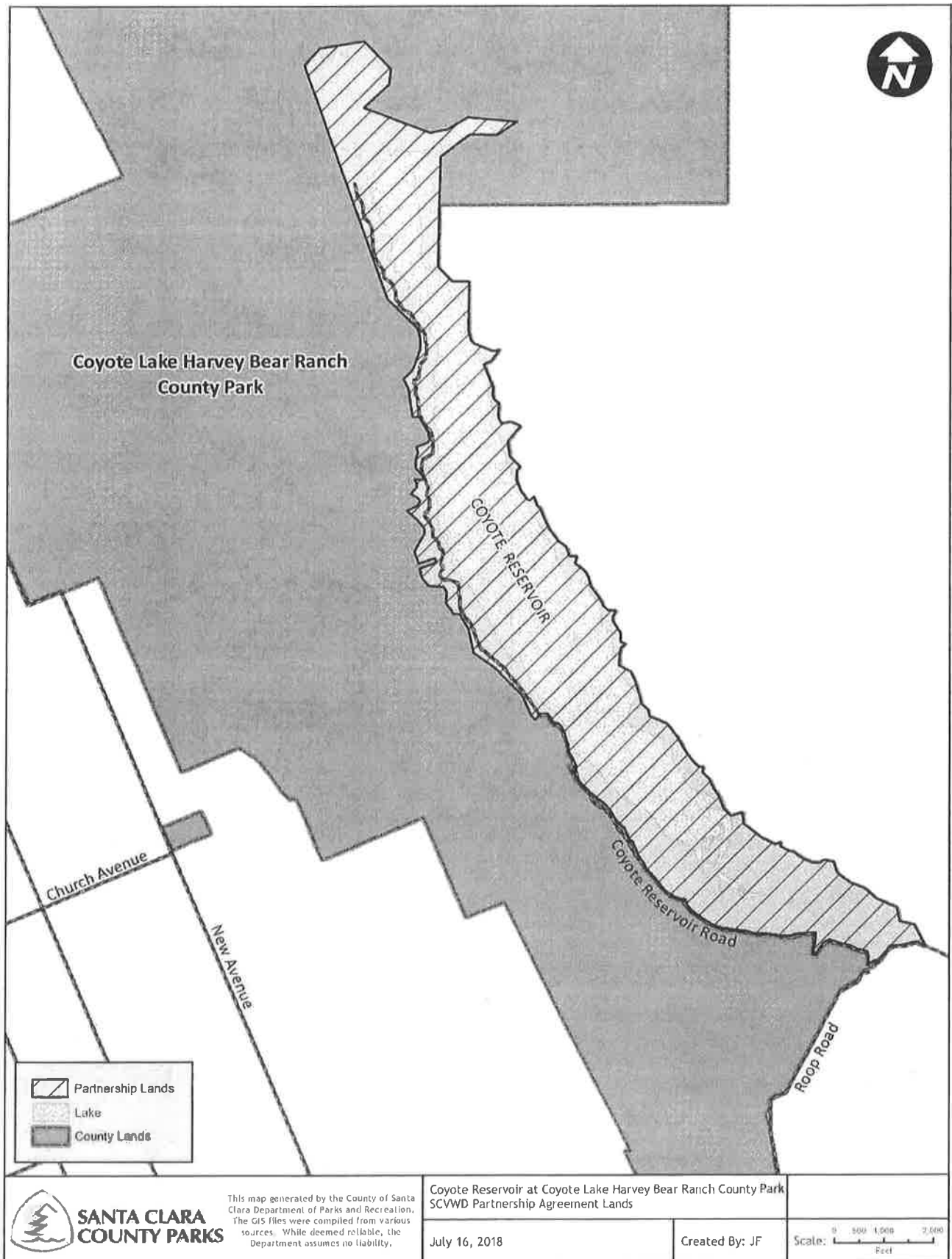


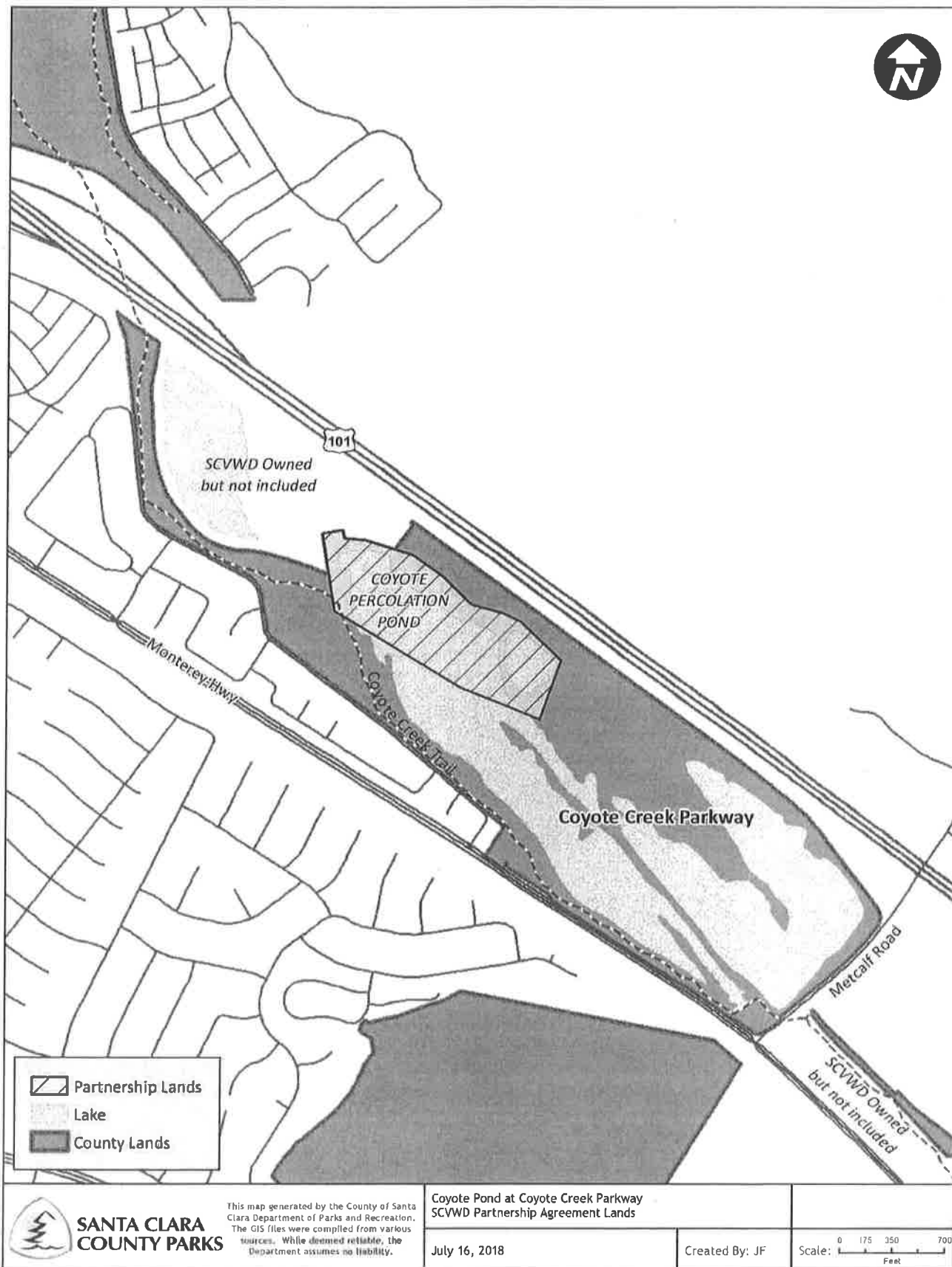




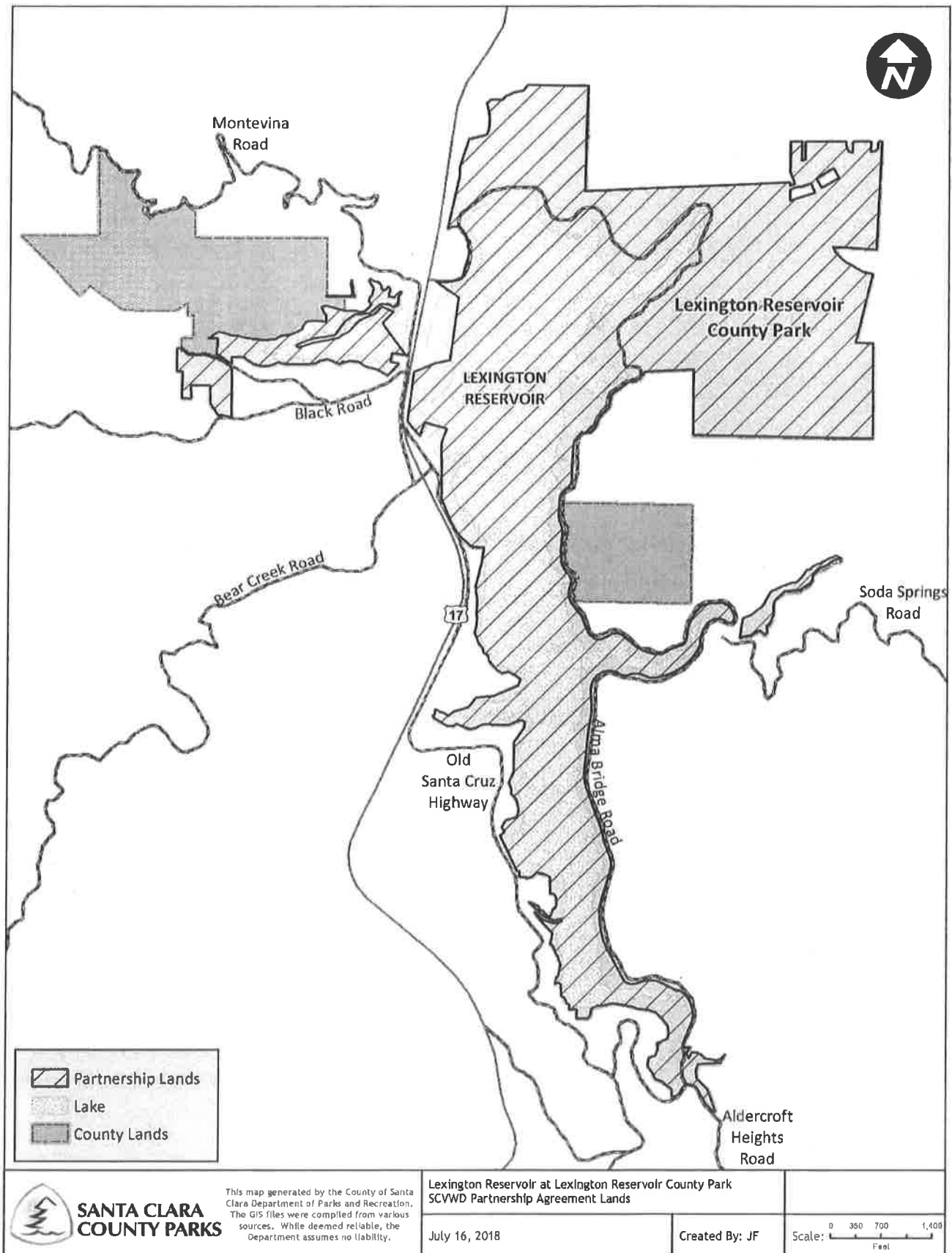




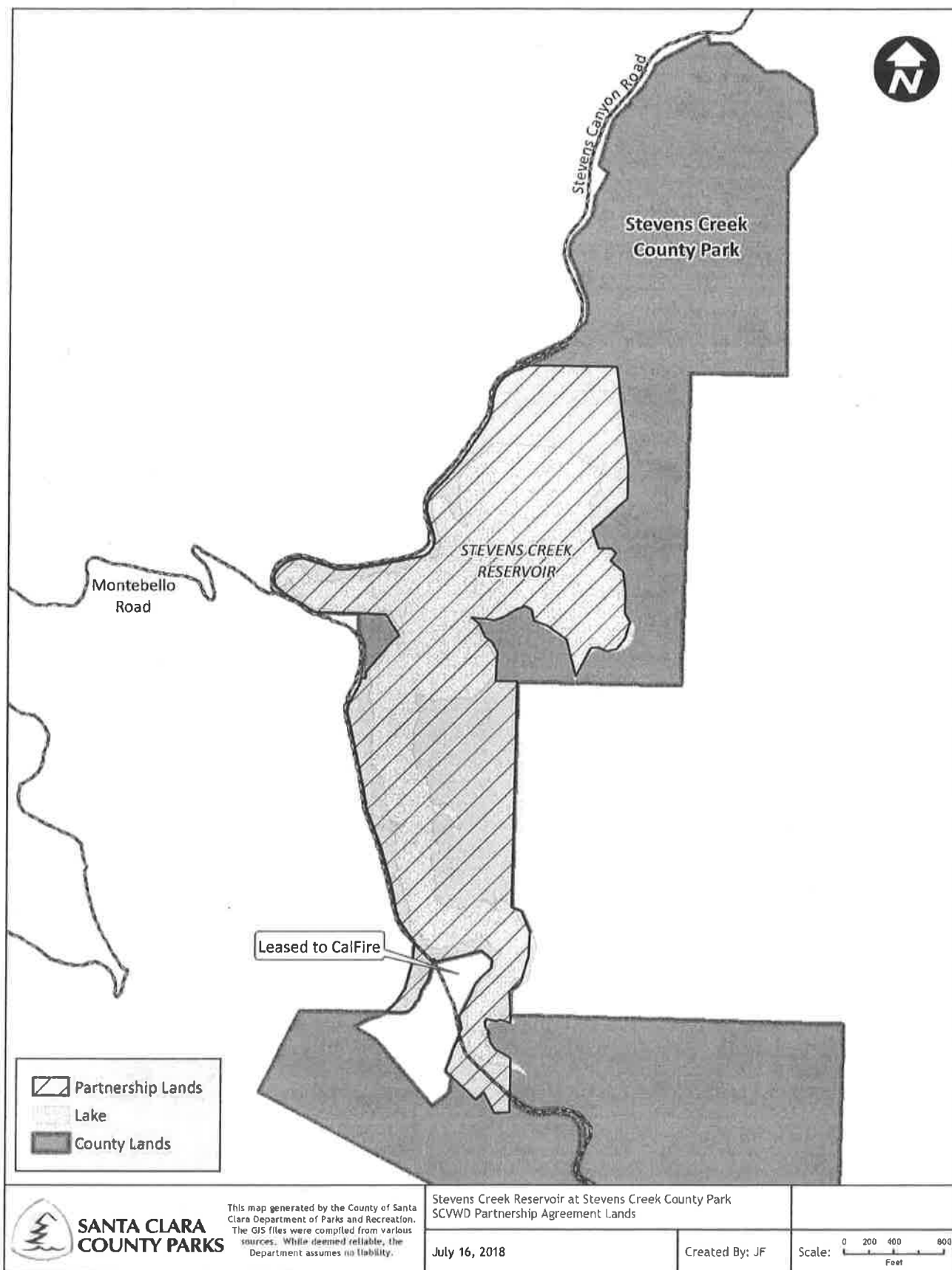


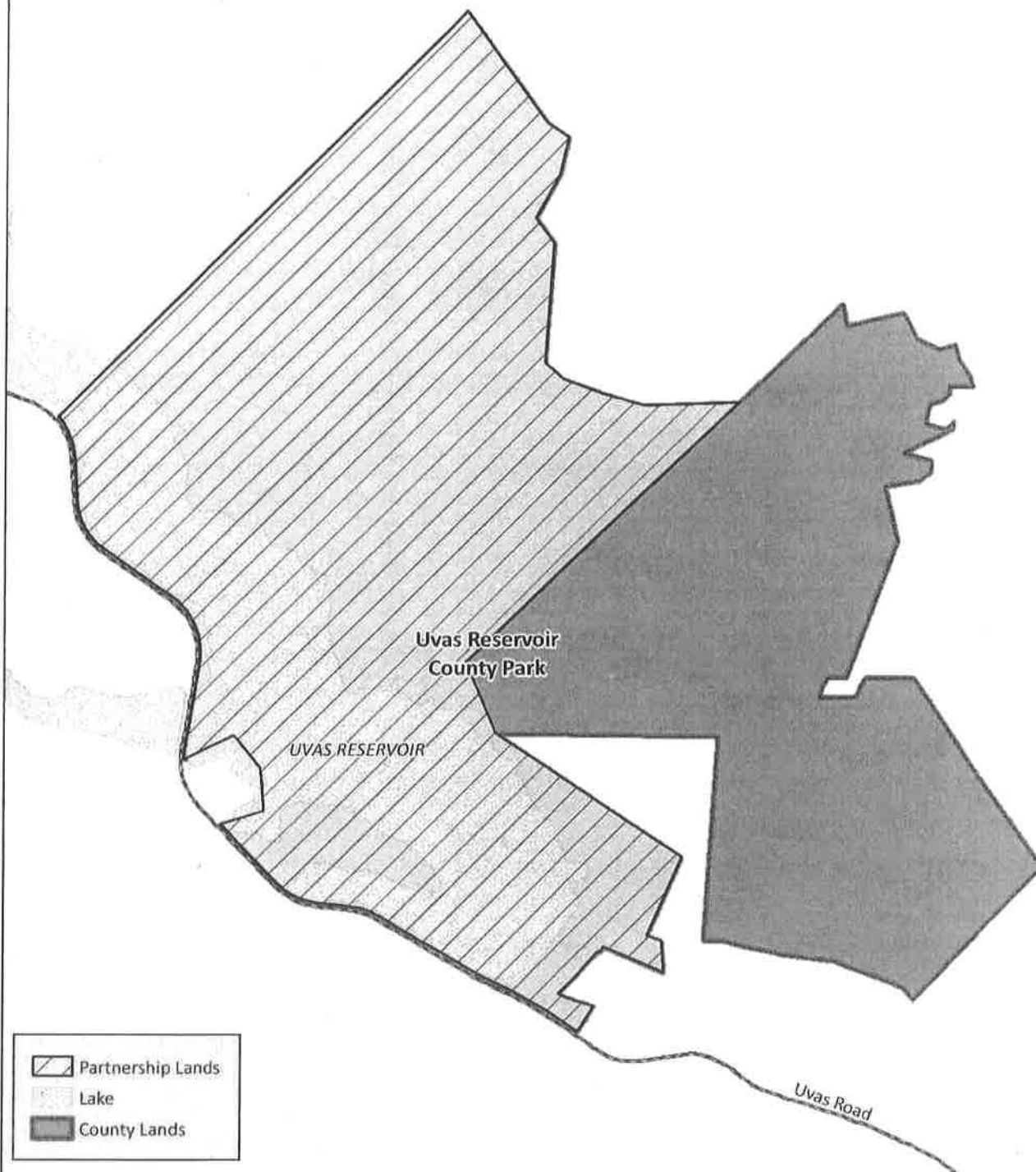












**SANTA CLARA  
COUNTY PARKS**

This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Uvas Reservoir at Uvas Reservoir County Park  
SCVWD Partnership Agreement Lands

July 16, 2018

Created By: JF

Scale: 0 250 500 1,000  
Feet



**EXHIBIT C**  
**JOINT RESOLUTION (SHARED PRINCIPLES)**

**RESOLUTION NO. \_\_\_\_\_**  
**[ORIGINAL SEPERATELY SIGNED]**

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CLARA AND THE BOARD OF DIRECTORS OF  
THE SANTA CLARA VALLEY WATER DISTRICT APPROVING SHARED  
PRINCIPLES AS A FRAMEWORK FOR THE LAND USE RELATIONSHIP  
BETWEEN THE PARTIES**

**WHEREAS**, the County of Santa Clara Board of Supervisors (“County”) and the Board of Directors of the Santa Clara Valley Water District (“District”) held a joint meeting on May 18, 2017 related to public recreation at District property, including reservoirs and other 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 trails development, natural resource management, and public recreation at District facilities to obtain direction regarding mutual commitments and processes to coordinate efforts directly for, or associated with, recreation, including planned land acquisition, construction of recreational improvements, pond/lake and stream reconfiguration, and trail development; and,

**WHEREAS**, based on direction from both Boards at the May 18, 2017 meeting, County and District staff have collaborated to develop certain shared principles (the “Shared Principles”) as stated herein below:

1. **Common Goals and Service Populations.** The District and the County share common goals and service populations. A portion of our land holdings are inextricably linked, and the public does not recognize any demarcation in ownership, but rather values flood protection, safe clean water, environmental stewardship and the seamless access and recreational experience our joint system provides. Our agencies have worked together for the common good of the Santa Clara County community for over 60 years.
  - a. The Santa Clara Valley Water District Act (“District Act”), along with the District’s Board-approved Ends Policies, sets out District powers and goals which, in some instances, are aligned with the County’s park purposes and goals, including the following:
    - i. Enhance, protect, and restore streams, riparian corridors, and natural resources in connection with carrying out purposes as defined in the District Act (Section 4c (7) of the District Act).
    - ii. Preserve open space and support the County park system in a manner consistent with carrying out purposes as defined the District Act

- (Section 4c (8) of the District Act).
- iii. The District has the power to acquire, construct, maintain, operate and install landscaping or recreational facilities in connection with any dam, reservoir, or other works owned or controlled by the District (Section 5 (16) of the District Act).
- b. The County's Charter provides powers to operate and fund Parks and Recreation functions. The County General Plan identifies numerous strategies, policies, and goals to support a regional system of parks and trails and to protect natural resources, including water quality, and biotic habitats. The general plan further identifies inter-jurisdictional coordination as a key strategy to achieving these goals.

In support of County's General Plan, the Board-approved Strategic Plan establishes the Parks mission and vision:

- i. Provide, protect, and preserve regional parks lands for the enjoyment, education, and inspiration of this and future generations.
  - ii. Create and manage a sustainable, vibrant system of regional parks and trails where exceptional visitor services enrich the human spirit and offer all people the opportunity to connect with the County's protected natural, cultural, historic and scenic resources, consistent with responsible resource stewardship.
  - iii. The County General Plan also includes a policy and implementation goals supporting flood protection measures, including resource conservation, preservation of riparian vegetation and habitat, recreation, and scenic preservation of county streams and creeks.
2. **Public Access/Recreation Compatible with Watershed Protection.** Providing safe, reliable drinking water, providing for a safe and healthy community and environment through managing natural resources, and mitigating flood risk may be compatible with providing public access and recreational use of the shared system of land and facilities managed by the District and the County, subject to the California Environmental Quality Act ("CEQA") and approval from the various permitting agencies.
3. **Shared Natural Resources Stewardship Goals.** Both the County and the District have a shared responsibility for watershed stewardship relative to each agency's powers and purpose.

4. **Collaboration Leverages Our Strengths and Avoids Waste.** Collaboration on jointly funded District and County projects or endeavors, leveraging our individual strengths, and optimizing each agencies' resources, as appropriate, can maximize the public good and generate efficiencies to each agency. This collaborative approach should be consistently defined as a line staff responsibility and the leadership of each agency should seek to empower its staff to make decisions that promote our mutual goals. A periodic review of the working relationship between the agencies to ensure implementation of this collaborative culture would be beneficial;

**WHEREAS**, the purpose of these 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. These Shared Principles shall be re-evaluated every five years so that the District and County may determine whether to update or revise 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

**WHEREAS**, County's Board of Supervisors and District's Board of Directors individually retain their full legislative discretion to take other actions with respect to this Resolution as each may deem appropriate.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Santa Clara, State of California, and the Board of Directors of the Santa Clara Valley Water District, that the Shared Principles are hereby adopted and approved.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Santa Clara, State of California, on \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
S. JOSEPH SIMITIAN, President  
Board of Supervisors

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

\_\_\_\_\_  
MEGAN DOYLE, Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Shirley R. Edwards, Deputy County Counsel

**PASSED AND ADOPTED** by the Board of Directors of the Santa Clara Valley Water District, on \_\_\_\_\_, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
RICHARD P. SANTOS, Chair  
of the Board of Directors

ATTEST:

\_\_\_\_\_  
Michele King,  
Clerk of the Board of Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian C. Hopper  
Sr. Asst. District Counsel

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