



# Memorandum

**TO:** HONORABLE MAYOR AND  
CITY COUNCIL

**FROM:** Julie Edmonds-Mares

**SUBJECT:** SEE BELOW

**DATE:** 08-29-11

Approved

Date

9-7-11

**COUNCIL DISTRICT:** 10

**SUBJECT: JOINT USE AGREEMENT WITH THE SANTA CLARA VALLEY WATER DISTRICT FOR ALMADEN LAKE PARK**

## RECOMMENDATION

Approve a Joint Use Agreement with the Santa Clara Valley Water District (SCVWD) for operation and maintenance of recreational facilities at Almaden Lake Park for a term of 25 years.

## OUTCOME

Approval of the subject agreement will permit the City to continue operation of recreational facilities and programming at Almaden Lake Park for 25 years.

## BACKGROUND

Almaden Lake Park is a regional park located in south San José. The 65-acre site includes a 32-acre lake, picnic areas, volleyball, bocce ball courts, sand beach, swim area, and many other recreational amenities. Almaden Lake Park also includes a trail facility, which links the Guadalupe River Trail to the north and Los Alamitos Creek Trail to the south.

On July 13, 1982, the City executed a lease agreement with the SCVWD for operation and maintenance of park and recreational facilities located within Almaden Lake Park. The lease agreement expired on May 31, 2007. The City has been operating and maintaining the recreational facilities located on SCVWD property without a lease agreement since 2007. Staff recommends approval of the proposed Joint Use Agreement, retroactively effective on May 31, 2007, to define the roles and responsibilities for operating the recreational facility on SCVWD property and for SCVWD's flood protection and water resource management activities upon City property.

Attachment 1A generally shows the division of property rights within the Almaden Lake Park site. The lake and surrounding park amenities are on both City and SCVWD properties.

## ANALYSIS

The proposed Joint Use Agreement defines the operational and maintenance responsibilities shared by the City and SCVWD pertaining to the Almaden Lake Regional Park facility. The agreement does not change the current operations of the facility and does not require any modification to existing facilities.

The proposed agreement includes a retroactive clause to cover operation and maintenance activities that have occurred since expiration of the lease agreement in May 2007. Development of the Joint Use Agreement was delayed because of limited staff resources to provide management and oversight of active Capital Improvement Projects and long-term agreements. The Department of Parks, Recreation & Neighborhood Services (PRNS) has recently created an inventory of all known agreements with the SCVWD and is actively monitoring expiration dates to ensure that other joint projects do not operate outside of executed agreements.

The proposed Joint Use Agreement defines how the SCVWD and City will operate facilities of mutual interest upon lands owned by each agency within the Almaden Lake Park site. The agreement is for a 25-year term from the date approved by Council, and includes a provision for a 25-year renewal, at the City's discretion. The proposed agreement provides the City with authority to operate and maintain recreational improvements on SCVWD property, provide swimming and other recreational activities, construct improvements to permit recreational activities, host special events and provide police/patrol services for public safety consistent with other park and trail sites. The proposed agreement also provides the SCVWD the right to install and manage flood protection and water resource management on City property. Both agencies are required to communicate early about planned projects, activities and operational changes and coordinate mutually agreed to projects when feasible.

Staff is aware that the SCVWD is contemplating changes to Almaden Lake. The large body of water impedes fish passage and warms Los Alamitos Creek flows as it continues northward into the Guadalupe River impacting survival of steelhead and salmon. At this time, staff does not believe that altering the lake will change the current alignment of the perimeter trail. The project is in the early conceptual stage and will be the subject of detailed discussions documented in Board and Council reports and may be agendaized for the annual collaborative meetings between the SCVWD and City. In all instances, changes proposed by the SCVWD upon its property that require the City to alter or remove recreational improvements will be brought forward for Council consideration. Additionally, any actions that necessitate the appropriation of City funds in order for work to proceed will be detailed in a future council memo or through a future budget process.

The proposed agreement sets forth a number of conditions that have fiscal impacts for the City. Below is a set of agreement terms set forth by the SCVWD in order to permit recreational use of its property. Staff's recommendations for minimization of obligations and risk to the City are noted:

<b>Agreement Terms</b>	<b>Recommendation</b>
<p>SCVWD reserves the right to ask the City to remove or relocate improvements that are upon SCVWD property. In such instances, the City will be required to do so at its own expense within 180 days of receiving notice from the SCVWD.</p>	<p>City and SCVWD meet monthly. City staff reviews and comments upon the SCVWD's annual Capital Improvement Plan (CIP). Coordination offers early notification of planning that might lead to a future requests for removal of improvements. Staff will continue to monitor SCVWD planning efforts and communicate to the Council potential or real costs at the appropriate time.</p> <p>As noted above, staff is aware that alteration of Almaden Lake may impact current operations and recreational offerings at the regional park. Due to the scale of that project, staff anticipates future project-specific reports will be issued to the Council for consideration and would detail cost impacts once the project scope is well defined. An amendment to the proposed agreement may be necessary depending on the impacts of that project.</p>
<p>SCVWD is not responsible for any damage occurring to the City's recreational improvements within the SCVWD premises that results from the SCVWD's maintenance, construction or reconstruction activities, or from its water management and/or flood protection facilities located on or near the SCVWD premises. All such costs for repairing such damage to City's improvements will be borne by City.</p>	<p>As noted previously, staff monitors SCVWD planning and construction efforts through regular coordination.</p> <p>Staff will continue to monitor SCVWD planning efforts through an annual review of the SCVWD's Capital Improvement Plan and monthly coordination meetings. Staff will communicate to the City Council potential or real costs pertaining to removed recreational improvements at the appropriate time.</p>
<p>City shall be responsible for the maintenance and repair of recreational improvements on both the City Premises and SCVWD Premises.</p>	<p>In general, the cost for operation and maintenance of park facilities is communicated to the Council as part of construction contract awards, and budgeted as part of the annual budget process. Funding for City park improvements are budgeted regardless of the underlying property owner. This term does not present a new risk or obligation to the City because the recreational improvements are already in place.</p>

Agreement Terms	Recommendation
City is responsible for damage to SCVWD Improvements on SCVWD Premises that result from City's or the public's use of the SCVWD Premises.	The regional park facilities have been designed in a manner that does not encourage public access to areas subject to damage. The paved trails and defined recreational areas direct public use to areas designed for active recreation.
City will bear the cost and expense of any security, police or other expenditure necessary to temporarily prohibit or control public access to the SCVWD Premises during any SCVWD maintenance and operations, which expenditure the SCVWD would not ordinarily incur but for the recreational uses the SCVWD is permitting on the SCVWD Premises pursuant to this Agreement	<p>As noted previously, staff monitors SCVWD planning and construction efforts through regular coordination.</p> <p>Staff will continue to monitor SCVWD planning efforts and communicate to the City Council potential or real costs at the appropriate time.</p> <p>The long-term ability to provide recreational access outweighs short-term expenses for security during a SCVWD maintenance or operational project.</p>

**EVALUATION AND FOLLOW-UP**

Staff will continue to operate and maintain recreational facilities at Almaden Lake Park under conditions set forth under the proposed Joint Use Agreement.

**PUBLIC OUTREACH/INTEREST**

- Criterion 1:** Requires Council action on the use of public funds equal to \$1 million or greater. **(Required: Website Posting)**
- Criterion 2:** Adoption of a new or revised policy that may have implications for public health, safety, quality of life, or financial/economic vitality of the City. **(Required: E-mail and Website Posting)**
- Criterion 3:** Consideration of proposed changes to service delivery, programs, staffing that may have impacts to community services and have been identified by staff, Council or a Community group that requires special outreach. **(Required: E-mail, Website Posting, Community Meetings, Notice in appropriate newspapers)**

This item does not meet any of the criterion listed above, however this memorandum will be posted to the City's website for the September 20, 2011, Council Agenda.

**COORDINATION**

This memorandum has been coordinated with City Attorney's Office and the City Manager's Budget Office.

**FISCAL/POLICY ALIGNMENT**

Operation of Almaden Lake Park and the trail system within it is consistent with the Greenprint. The trail within Almaden Lake Park contributes to the City's trail network mileage, and supports the 100-mile trail network objective defined by the Green Vision. The City will continue to operate and maintain the park in a manner consistent with current funding. As previously mentioned, the City will bear the cost and expense of any security, police or other expenditure necessary to temporarily prohibit or control public access to the SCVWD Premises during any SCVWD maintenance and operations. However, it is currently anticipated that these costs will be negligible. Staff will continue to monitor SCVWD planning efforts and communicate to the City Council potential or real costs at the appropriate time.

**COST SUMMARY/IMPLICATIONS**

Funding for the maintenance of existing facilities and operations at Almaden Lake Park is already budgeted in the PRNS budget. Approval of this agreement does not require any additional expenditures.

**BUDGET REFERENCE**

Not applicable

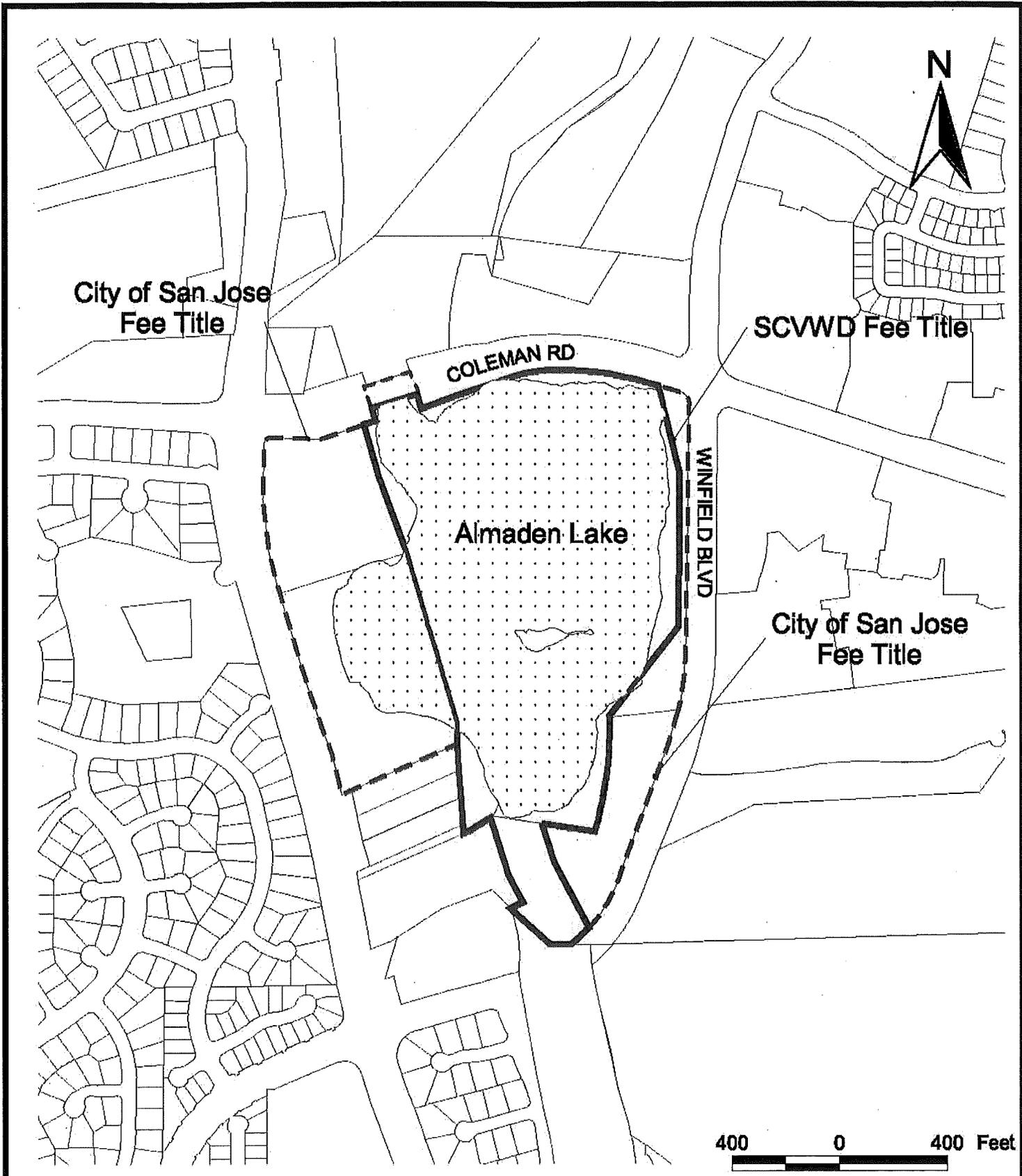
**CEQA**

Not a project, File No. PP10-066(g), Memorandum of Understanding.

/s/  
JULIE EDMONDS-MARES  
Acting Director of Parks, Recreation and  
Neighborhood Services

For questions please contact Matt Cano, Deputy Director, at 408-535-3580.

Attachment



Santa Clara Valley Water District  
 5750 ALMADEN EXPRESSWAY  
 SAN JOSE, CA 95119-3696



**Joint Trail Agreement Exhibit  
 Almaden Lake Park**

**EXHIBIT**

**1A**