

**JOINT TRAILS PROJECT PLAN AND AGREEMENT
FOR THE JOINT TRAILS PROJECT
GUADALUPE RIVER TRAIL – REACH A TO E
(From Gold Street to Highway 880)**

**BETWEEN
THE CITY OF SAN JOSE
AND
THE SANTA CLARA VALLEY WATER DISTRICT**

THIS AGREEMENT entered into this ____ of _____, 2006, is made by and between the CITY OF SAN JOSE ("City"), a municipal corporation and the SANTA CLARA VALLEY WATER DISTRICT ("District"), a public entity of the State of California, concerning cooperative efforts and cost sharing to plan, design, construct and maintain open space, trails and parks along creeks, improve water quality and riparian habitat.

For purposes of this Agreement, the Joint Trails Project shall include:

- Interim Trail and Recreational Improvements to permit public access to the District's Property and City Property along existing maintenance roads and underpasses as described in Exhibit 2. An amendment to this Agreement is anticipated for the future construction of permanent trails improvements.

RECITALS

- A. In order to work together towards creating additional open space, trails and parks along creeks, improve water quality and improve riparian habitat on January 21, 2003 the District and City entered into a *Collaborative Action Plan and Agreement Between the City of San Jose and the Santa Clara Valley Water District for the Development and Operation of Joint Trail-Related Projects*. (District Agreement No. A2648A and San Jose Agreement No. 624270 hereinafter referred to as "Collaborative Agreement"). The Collaborative Agreement establishes the framework for cooperative efforts in the planning, design, construction, and operation of trails and related recreational features on property located within the City and also provides for the development of trails projects in a manner that improves the water quality and riparian habitat of creeks and waterways. The Collaborative Agreement provides for the City and District to enter into a project specific Joint Trails Project Plan and Agreement setting forth the project specific planning, design, construction, operational and maintenance responsibilities of the City and District.
- B. The City Manager and the Chief Executive Officer of the District have established a Joint Trails Planning Team for the Guadalupe River Trail-Reach A to E, the Joint Trails Project covered by this Agreement, under the direction of the Oversight Committee, which has been assigned the responsibility for developing this *Joint Trails Project Plan and Agreement*.

- C. The City Manager and the Chief Executive Officer of the District have been authorized by the City Council and the District Board of Directors to approve *Joint Trails Project Plans and Agreement* subject to funding availability, and appropriation of funds by City Council and District Board of Directors.
- D. This *Joint Trails Project Plan and Agreement* identifies project specific or unique requirements of the proposed Joint Trails Project related to its planning, design, and construction, maintenance, and security, marketing, education or volunteer components.

In view of the above, the parties agree as follows:

SECTION 1. SUBORDINATION TO COLLABORATIVE AGREEMENT AND APPLICATION OF THIS AGREEMENT

- A. Except to the extent expressly provided herein, this Agreement shall be subordinate to and shall be governed by the provisions of the Collaborative Agreement and all of the terms and provisions of the Collaborative Agreement are deemed incorporated herein as though fully set forth herein. In the event of any ambiguity between the terms of this Agreement and the Collaborative Agreement, the provisions of the Collaborative Agreement shall control.
- B. A Joint Trails Project is a project of mutual benefit to the parties and is a project that both parties agree will be covered by the terms of the Collaborative Agreement, and by a Joint Trails Project Plan and Agreement. The elements of the Joint Trails Project covered by this Agreement are further specified in this Agreement.

SECTION 2. PROJECT SPECIFIC DEFINITIONS

Terms used herein shall have the meanings set forth in either the Collaborative Agreement or if not defined in the Collaborative Agreement shall have the meanings set forth below.

- A. **“Basic Cost Sharing and Division of Responsibility”** is defined in the Collaborative Agreement.
- B. **“City Property”** shall mean the property identified as City Property on Exhibit 1 attached hereto, if any.
- C. **“District Property”** shall mean the property identified as District Property on Exhibit 1 attached hereto, if any.
- D. **“Property”**, as used herein, shall mean the property identified on Exhibit 1, and shall mean collectively the District Property and City Property if the Joint Trails Project includes both types of property, as further identified on Exhibit 1.
- E. **“Equitable Contribution”** is defined in the Collaborative Agreement.

- F. **“Environmental Improvements”** is defined in the Collaborative Agreement. For this Joint Trails Project, the Environmental Improvements are identified on Exhibit 2.
- G. **“Environmental Mitigations”** is defined by Section L of Exhibit 2
- H. **“Recreational Improvements”** is defined in the Collaborative Agreement. For this Joint Trails Project, the Recreational Improvements are identified on Exhibit 2.
- I. **“Joint Trails Project”** is defined in the Collaborative Agreement, and for this Agreement shall mean the project named Guadalupe River Trail-Reach A to E, Gold Street to Highway 880 located on the Property, which the parties have mutually agreed to be a Joint Trails Project as further described on Exhibit 2, and which includes the Recreational Improvements, Environmental Mitigations and Environmental Improvements identified in Exhibit 2 if any.
- J. **“Interim Trail”** is defined as meeting the following criteria:
- May be developed for safe use at a cost of less than \$25,000/per mile, per agency;
 - CEQA document required is a Categorical Exemption or Negative Declaration;
 - Not likely to require acquisition of property or transfer of property ownership.
 - Improvements are intended as a temporary measure until paving and other improvements in compliance with current design standards can occur.
 - Improvements are generally limited to regulatory and warning signs, fencing, call boxes and trash receptacles as necessary.

SECTION 3. TERM AND RIGHTS GRANTED.

A. District Property. For the Joint Trails Project identified in Exhibit 2, and subject to the terms of this Agreement and the Collaborative Agreement, the District hereby grants to the City the following rights on the identified District Property for a period of twenty-five (25) years: (i) the right to construct, operate and maintain the Recreational Improvements; and (ii) right of the public to use the Property and Recreational Improvements for recreational purposes. The term may be extended by mutual written agreement of both parties. This Agreement may be modified or terminated without cause by mutual agreement, evidenced in writing, executed by both parties. It may also be terminated for cause by either party as follows: if after the parties have followed the dispute resolution procedures set forth in the Collaborative Agreement, the parties have not reached agreement on an alleged material breach of this Agreement, then the non defaulting party may provide notice of default to the other party, which notice shall specify the material breach. If the defaulting party has not cured the material breach within 30 days of the notice of default, or if the breach is not reasonably curable within 30 days, the non defaulting party may deliver a written termination notice, with the termination effective sixty (60) days from the date of the termination notice. For the purposes of this Agreement, “cause” or “default” means material breach of the provisions of the Agreement.

B. City Property. For the Joint Trails Project, and subject to the terms of this Agreement and the Collaborative Agreement, the City hereby grants the following rights to the District on the City Property identified for a period of twenty-five (25) years: the right to construct, operate and maintain the Environmental Improvements. The term may be extended by mutual written

agreement of both parties. This Agreement may be modified or terminated without cause by mutual agreement, evidenced in writing, executed by both parties. It may also be terminated for cause by either party as follows: if after the parties have followed the dispute resolution procedures set forth in the Collaborative Agreement, the parties have not reached agreement on an alleged material breach of this Agreement, then the non defaulting party may provide notice of default to the other party, which notice shall specify the material breach. If the defaulting party has not cured the material breach within 30 days of the notice of default, or if the breach is not reasonably curable within 30 days, the non defaulting party may deliver a written termination notice, with the termination effective sixty (60) days from the date of the termination notice. For the purposes of this Agreement, "cause" or "default" means material breach of the provisions of the Agreement.

SECTION 4. EQUITABLE CONTRIBUTION TO THE JOINT TRAIL PROJECT EFFORT

- A. The parties shall comply with the Basic Cost Sharing and Division of Responsibility and shall look for opportunities for Equitable Contributions to the Joint Trails Project, as set forth in the Collaborative Agreement.
- B. Exhibit 3 attached hereto and incorporated herein by reference, sets forth elements to be considered in evaluating equitable contributions, which lists Project elements that the parties will review on an ongoing basis for each Joint Trails Project, to identify opportunities for increased efficiency or cost savings through an equitable contribution of costs or services, pursuant to Section 3e of the Collaborative Agreement.
- C. If due to special circumstances, the parties desire to modify the Basic Cost Sharing and Division of Responsibilities for this Joint Trails Project, the parties shall amend Exhibit 3.

SECTION 5. PERMITS

The permits identified on Exhibit 5 (as it may be amended by the parties), if any, shall be issued by the identified party hereto or must be obtained from a third party by the identified party, prior to the construction of the Joint Trails Project.

The Joint Trails Team shall work cooperatively to identify applicable permits, coordinate permit applications to the extent feasible, and to streamline permitting processes, for any construction, maintenance or operational activities on the Joint Trails Project.

SECTION 6. DISPUTES

Any disputes shall be addressed pursuant to the terms of the Collaborative Agreement.

SECTION 7. SPECIAL PROVISIONS

Special provisions are set forth on Exhibit 4 attached hereto, and incorporated by reference.

SECTION 8. NOTICES

Any and all notices required to be given hereunder shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City of San José, Department of Parks Recreation and Neighborhood Services 200 East Santa Clara Street , Ninth Floor San José, CA 95113	Santa Clara Valley Water District 5750 Almaden Expressway San Jose, California 95118 Attention: Clerk of the Board With a copy to Deputy Operating Officer, Guadalupe Watershed Division.
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SECTION 9. AMENDMENTS.

- A. The parties anticipate that the Exhibits to this Agreement will be revised or amended from time to time by mutual written agreement of the parties as the project progresses through the planning, design, construction, operation and maintenance phases of the Joint Trails Project. These amendments are intended to more accurately and completely describe the Joint Trails Project as it develops.
- B. Nothing herein shall require an amendment to this Agreement to document each and every issue related to the Joint Trails Project. The Oversight Committee may determine an alternative means of preserving the record related to a Joint Trails Project, with the intent of clearly recording the intention of the parties.

SECTION 10. EXHIBITS.

The following Exhibits are attached hereto and incorporated herein in full. The Exhibits may be amended or updated by mutual agreement of the parties in writing

- Exhibit 1** - Property Description of City Property and District Property
- Exhibit 2** - Description of Joint Trails Project, including description of Recreational Improvements and Environmental Improvements.
- Exhibit 3** - Equitable Contribution to Joint Trails Project
- Exhibit 4** - Special Provisions.
- Exhibit 5** - Permits
- Exhibit 6** – Operations and Maintenance Plan

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

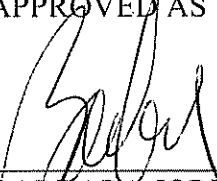

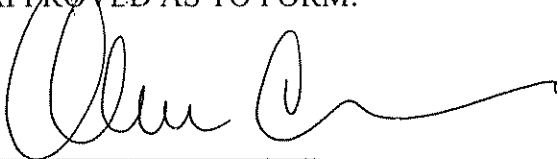
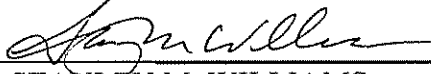
<p>APPROVED AS TO FORM:</p>  <hr/> <p>BARBARA JORDAN Senior Deputy City Attorney</p>	<p>"CITY"</p> <p>CITY OF SAN JOSE, a municipal corporation</p> <p>By: <hr/>Deanna Santana Deputy City Manager</p>
<p>APPROVED AS TO FORM:</p>  <hr/> <p>DEBRA CAUBLE District Counsel</p>	<p>"DISTRICT"</p> <p>SANTA CLARA VALLEY WATER DISTRICT, a public entity of the State of California</p> <p>By: <hr/>STANLEY M. WILLIAMS Chief Executive Officer</p>

EXHIBIT 1
PROPERTY DESCRIPTION

If the Project is developed upon District property, the property is shown by Exhibit A.

If the Project is developed upon City property, the property is shown by Exhibit A.



San Jose	
Book	Page
230	1
230	2
230	46

Airport Island Bridge

US 101

AIRPORT PKWY

SKYPORT DR

N 1ST ST

GUADALUPE PKWY (HWY 87)

GUADALUPE RIVER

AIRPORT BLVD

1880

0.1 0 0.1 Miles

	Interim Trail
	Guadalupe River Trail - Reach A to E
	SCVWD - Fee Title(1)
	San Jose - Fee Title(1)

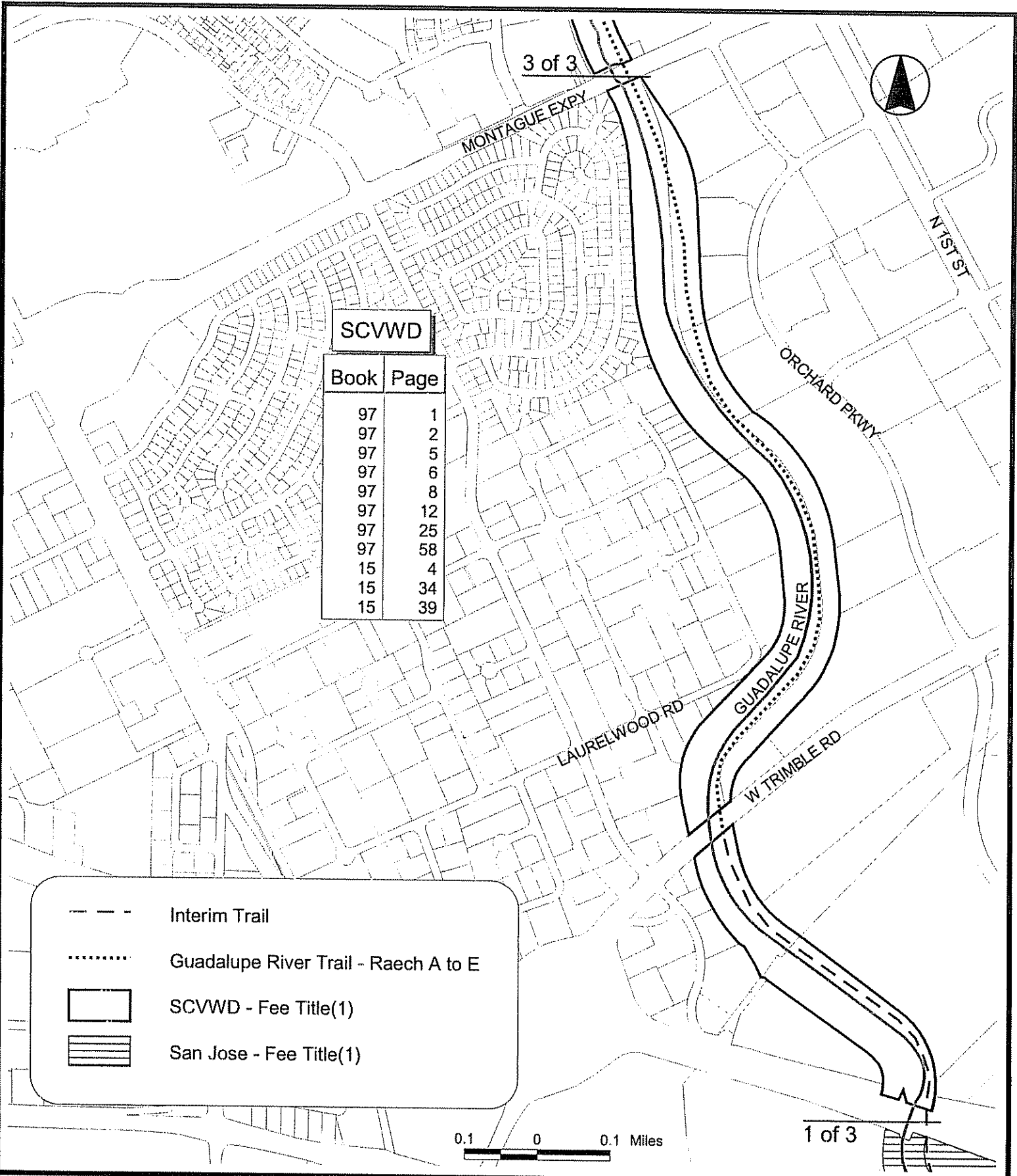
Santa Clara Valley Water District 
 5750 ALMADEN EXPRESSWAY
 SAN JOSE, CA 95118-3686

Guadalupe River Joint Trail Agreement
Reach A To E

EXHIBIT 1 of 3

A

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SCVWD	
Book	Page
97	1
97	2
97	5
97	6
97	8
97	12
97	25
97	58
15	4
15	34
15	39

- - - Interim Trail
 Guadalupe River Trail - Reach A to E
 [Solid Line] SCVWD - Fee Title(1)
 [Hatched Area] San Jose - Fee Title(1)

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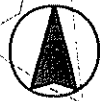
1 of 3


 Santa Clara Valley Water District
 5750 ALMADEN EXPRESSWAY
 SAN JOSE, CA 95118-3686

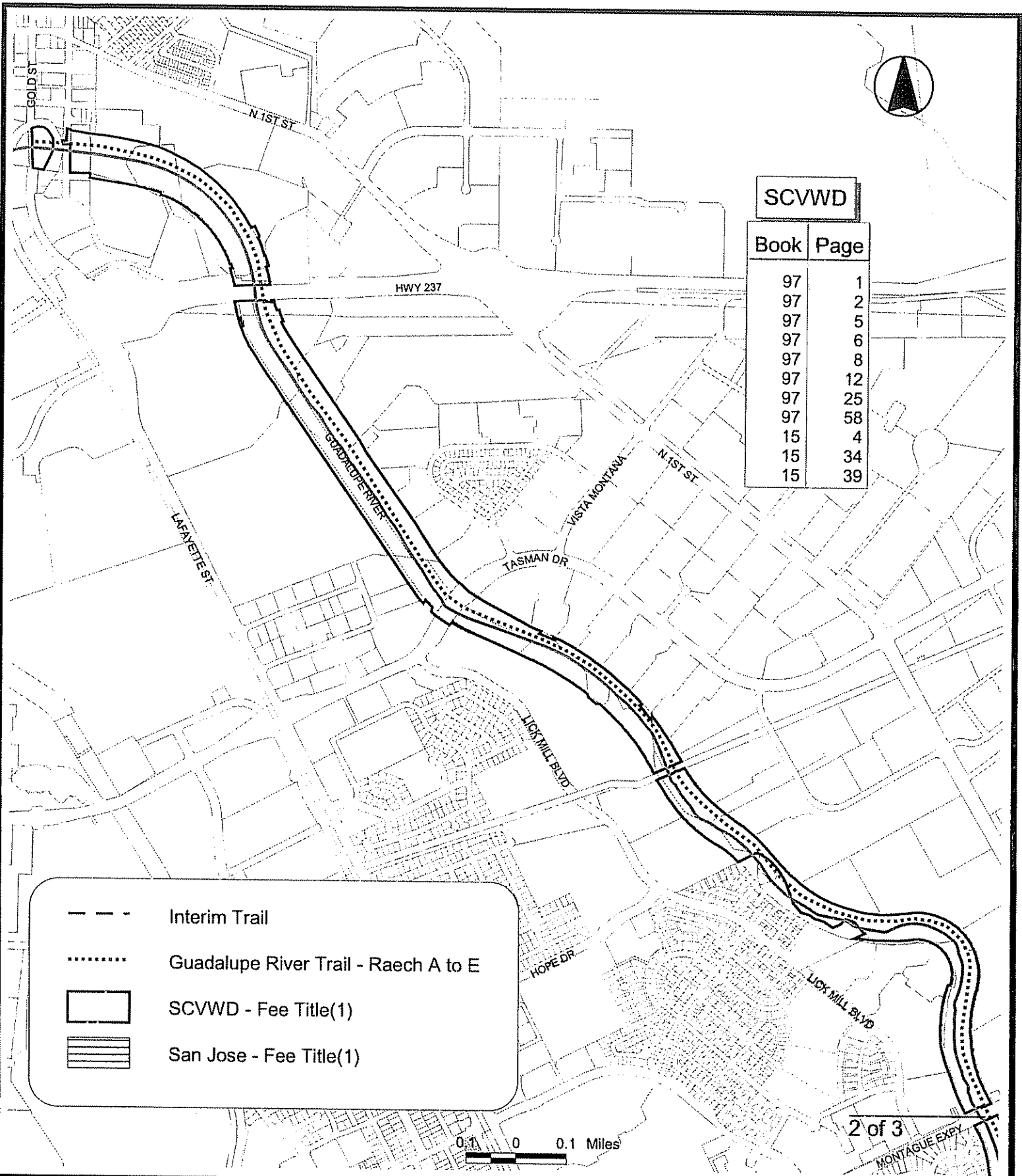
Guadalupe River Joint Trail Agreement
Reach A To E

EXHIBIT 2 of 3
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 9 of 21

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97	58
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15	34
15	39



- - - Interim Trail
 Guadalupe River Trail - Reach A to E
 [Solid Line] SCVWD - Fee Title(1)
 [Hatched Area] San Jose - Fee Title(1)

0.1 0 0.1 Miles

2 of 3
MONTAGUE EXPY

Santa Clara Valley Water District 
 5750 ALMADEN EXPRESSWAY
 SAN JOSE, CA 95118-3686

Guadalupe River Joint Trail Agreement
Reach A To E

EXHIBIT 3 of 3

A

EXHIBIT 2
DESCRIPTION OF ELEMENTS OF THE JOINT TRAILS PROJECT

Recreational Improvements: Improvements shall mean all of the following:

- Interim Trail Improvements along the maintenance roads and underpasses of the trail alignment:
- Signage* (Regulatory; safety, hours and usage)
- Trash Receptacles*
- Dog Mitt Dispensers*
- Emergency Call Boxes *

*Quantities may vary

Reach	Point to Point	Distance	Note
A	Gold Street to Highway 237	0.58 miles	
B	Highway 237 to Tasman Drive	0.77 miles	
C	Tasman Drive to Montague Expressway	1.61 miles	
D	Montague Expressway to Highway 101	1.70 miles	To open after completion of under-crossing at Airport Parkway and surface roadway improvements.
E	Highway 101 to Highway 880	1.93 miles	Segment from Hwy 101 to Skyport to open after completion of under-crossing at Airport Parkway and surface roadway improvements.

Existing District Improvements: District improvements shall mean the flood protection features including existing mitigation vegetation, levees, and maintenance roads.

Signage: The District may install interpretive signage and any regulatory signage pertaining to their facilities at a later date.

Environmental Improvements: No such improvements are planned as part of the Joint Trails Project covered by this Agreement.

Master Plan: The City completed the Final Master Plan for the Lower Guadalupe River Trail project in May 2005.

Project Plan: The project specific planning for the Interim Trail has been completed by the City. The planning effort is presented in the Initial Environmental Assessment.

CEQA: An Initial Study and Mitigated Negative Declaration for the Lower Guadalupe River Trail Project was approved by the San Jose City Council on June 21, 2005..

Mitigation: No mitigation is identified for the interim trail improvements.

Rights of Way: The lands necessary for construction of the Joint Trails Project's Interim Recreational Improvements are in the ownership of the District and the City. The District and City both have fee title to their land.

Permits: The permits necessary to construct, maintain and operate the Interim Trail have been or will be acquired by the City and are listed in Exhibit 5. The District will forward a copy of the construction drawings for the Interim Trail to the Readiness Branch of the U.S Army Corps of Engineers for their approval in accordance with the requirements of the Operation and Maintenance Manual for the Guadalupe River Project dated January 1997. The District will issue a permit to the City for the construction of the Recreational Improvements on the District's Property.

The permits necessary to construct the River Oaks Pedestrian Bridge were acquired by the VTA. Maintenance and operation of the bridge is defined by a separate agreement between the City of San Jose and the City of Santa Clara (see Exhibit 4).

Project Design: The City completed the Interim Trail Improvements design through the City's Department of General Services.

Award of Construction Contract: The City will install the Interim Recreation Improvements by using the services of the City's Department of General Services or minor contracts for installation of improvements – no construction contracts are anticipated.

EXHIBIT 3
EQUITABLE CONTRIBUTION TO JOINT TRAILS PROJECT

Guadalupe River Trail-Reach A to E (Gold Street to Highway 880)

Elements To Be Considered in Evaluating Equitable Contributions

The following elements for consideration as Equitable Contributions are extracted from Section 3c and 3d of the CAP; they include:

- Mapping
- Design
- Permits
- Fundraising
- Maintenance
- Emergency Response and Security
- Marketing
- Education
- Volunteers

It is important that all elements are considered in evaluating the opportunities for Equitable Contribution by the parties to the Joint Trails Project. Equitable Contribution levels may be considered on project-by-project, year-by-year or program-by-program basis on joint trails projects, as determined appropriate by the Oversight Committee.

Equitable Contributions shall be identified per Section 2 of the CAP: “Equitable Contribution means the reasonable cost of services contributed to a Joint Trail Project by one party, to perform work that would otherwise be the responsibility of the other party to this Agreement. An Equitable Contribution shall be mutually agreed in advance by both parties hereto. The parties both desire to look for opportunities for equitable contributions of services to each Joint Trails Project throughout the term of the Joint Trails Project, with the goal of achieving improved efficiency and/or cost savings. Each party agrees on an annual basis to reconcile the Equitable Contributions made by each party to all of the Joint Trails Projects, as further provided in section 3e hereto.”

The City’s Equitable Contributions for the Guadalupe River Trail - Reach A to E (Gold Street to Highway 880) Joint Trails Agreement are identified in Exhibit 2 as Recreational Improvements.

The initial equitable contribution plan signifies the proposed Equitable Contributions of each party during the first year of the term of the Joint Trails Project Plan and Agreement, if any.

City is contributing \$500,000 toward the master planning, environmental study, and design of final permanent trail improvements along Reaches A to E. The Initial Environmental Assessment that defines the allowable Interim Recreational Improvements is funded within this budget and support development of this Joint Trails Project. City is contributing up to \$70,000 for the Interim Trails Improvements. City’s contribution towards the aforementioned costs to the Recreational Improvements benefits the District, City and community at large.

District lands contributed represent significant public value and are essential open space assets that benefit both the City and the community at large. The land provided for public access and open spaces substantially reduce the City's right of way acquisition costs for the proposed trail project. This Joint Trail Project helps the District's achieve its Policy of providing additional open spaces, trails, and parks along creeks and in the watersheds.

**EXHIBIT 4
SPECIAL PROVISIONS**

1. Existing Agreements:

- City of Santa Clara and District maintain a Joint Use Agreement (Agreement No. A1929) for City of Santa Clara use of District rights-of-way on the west bank of the Guadalupe River. The District issued a permit (Permit No. 05311 to the City of Santa Clara, City of San Jose and Valley Transportation Authority for the construction of improvements on District property associated with the River Oaks Pedestrian Bridge.
- City of San Jose and City of Santa Clara executed an agreement effective May 11, 2004 for joint ownership, operation and maintenance of the River Oaks Pedestrian Bridge, which crosses the Guadalupe River north of Montague Expressway and is generally aligned with River Oaks Parkway. The District is not a party to the San Jose/Santa Clara agreement. The maintenance of facilities within the District's right-of-way shall be provided as described in Joint Use Agreement A1929 with the City of Santa Clara and this Agreement with the City of San Jose.

2. Property Use: Use of the property shall be restricted to daylight hours except for the River Oaks Pedestrian Bridge connection to light rail which is intended to accommodate after dark commuter usage.

3. Prohibited Uses: The City will post notices if they do not currently exist at the trail entrances that notify the public that the following is prohibited:

- Entry of unauthorized motor vehicles
- Unleashed dogs
- Swimming
- Rafting
- Boating
- Picnicking facilities
- Fires
- Horseback riding

The City's Police Department will be the contact for calls regarding illegal activity and/or trespassing.

4. Further Appropriation Necessary. As of June 28, 2005, City Council has appropriated \$70,000 for the Interim Trail Improvements.

5. Equitable Contribution: The parties shall follow the Basic Cost Sharing and Division of Responsibility as defined in the Collaborative Agreement unless the parties mutually agree otherwise. The parties shall enter into written amendments to this Agreement to identify any mutually agreed upon areas of Equitable Contribution.

6. **Water Quality Protection:** All proposed Recreational Improvement projects shall include a Storm Water Pollution Prevention Plan (SWPPP), which is adequate to protect the creek from construction related impacts. The SWPPP shall include silt and erosion control measures to prevent construction materials, sediments, or wastes from directly or indirectly entering the creek. The SWPPP shall include a requirement for the implementation and maintenance of a SWPPP. City shall be responsible for preparation and implementation of the SWPPP.
7. **Pre-Construction:** City will notify District of the pre-construction meeting for the proposed trail project a minimum of 10-days in advance. Notification shall be made in writing to the District's Construction Administration Unit.
8. **Construction Inspection:** City will be responsible for inspection of the project during construction to ensure that the project meets the construction specifications. District will conduct additional inspections as part of the proposed trail project in accordance with the general provisions of the District permit. These inspections are separate from the City's inspection process and are intended to confirm that the improvements are constructed as approved by District.
9. **Permit Conditions:** District will be responsible for compliance with all aspects of the conditions set forth in the Permit(s) issued to District, if any. City will be responsible for compliance with all aspects of the conditions set forth in the Permits issued to City, if any.
10. **Construction:** City will be responsible for construction of the trail and all other Recreational Improvements. District shall be invited to attend the final inspection and City shall provide written notice to District's Construction Administration Unit at least 10-days in advance of the meeting.
11. **Opening Ceremonies:** City will invite District to participate in any opening ceremonies. City will provide at least a 45-day advance notice of any ceremonies. City will provide opportunities for District Board of Directors to speak during the opening ceremonies.
12. **Future Construction:** Future construction on Property by District or City shall be in compliance with this Agreement and the Collaborative Action Plan and Agreement. Future construction or modification of the Recreational Improvements by the City within the District Property will require District approval through the issuance of a District permit. Construction by District on City Property will require prior written approval from City. The parties contemplate Amendments to this Joint Trails Project Plan and Agreement will to reflect major new construction projects.

**EXHIBIT 5
PERMITS**

Type of Permit	Party Responsible for Obtaining Permit	Issuing Agency
1601 - Streambed Alteration	City of San Jose	CDFG
Section 401 – Water Quality Certification	City of San Jose	RWQCB
Section 404 or Section 10	City of San Jose	USACE
Encroachment	City of San Jose	County of Santa Clara
Encroachment/Construction	City of San Jose	SCVWD
Letter of Clearance	SCVWD	USACE

EXHIBIT 6
OPERATIONS AND MAINTENANCE PLAN

1. **Inspection:** Joint annual inspections shall occur between the City Parks, Recreation and Neighborhood Services Department and District's Guadalupe Watershed staff. Inspections shall identify maintenance activities by type (preventative, corrective, or capital), the party responsible for making the repair, and a preliminary repair schedule. Funding for any repairs shall rest with the party identified to perform the repair in the following paragraphs of this agreement. Levee roads are subject to periodic vehicular access for inspection purposes during periods when the trail is open.
2. **Trash and Litter Removal:** City will be responsible for trash receptacles and rubbish removal as necessary. District shall maintain the Good Neighbor Maintenance Program as funding allows responding to reports of trash. District shall also manage the Adopt-A-Creek program providing the opportunity for local community volunteer to participate in the litter pick-up.
3. **Debris Removal:** District, at its discretion, shall remove debris deposited in the channel to maintain integrity of the flow conveyance.
4. **Fence Repair:** District shall be responsible for fence repair (typically chain link) and replacement of fencing located at the external property line(s) of the District Property, except for privately owned fencing. City shall be responsible for fence repair and replacement of fencing on City property and for fencing that has been installed as an element of the Joint Trails Project.
5. **Weed Management:** District shall be responsible where it has sufficient land rights for the weed control activities that are necessary for fire control and flood protection so long as such activities do not conflict with Department of Fish and Game, Regional Water Quality Control Board, or US Army Corps of Engineers mitigation requirements. If City determines that additional weed control activities are necessary for aesthetics, City shall be responsible for such weed control activities. City shall be responsible for weed control in landscaped areas installed as part of the Joint Trails Project. Weed management activities shall comply with District pesticide and herbicide use requirements.
6. **Channel Embankments:** District shall be responsible where it has sufficient land rights for channel embankment repairs associated with a natural flood event that directly affect the trail improvements. City shall replace, repair, or stabilize the trail upon completion of the District's channel repairs unless alternative and equitable exchanges are made in writing.
7. **Trail Closures:** District shall notify the City with prior notice of maintenance work as soon as reasonably possible. District and the City shall coordinate the closure of

the trail for public safety purposes should it be required for maintenance and operation of the creek. City shall notify the Guadalupe Watershed Division of the District prior to maintenance work on the trail. District shall notify the Department of Parks, Recreations and Neighborhood Services (Trail Program) of the City should closures be necessary.

8. **Landscaping/irrigation:** District shall be responsible for maintenance and irrigation of the landscaping improvements installed by the District. City shall be responsible for maintenance and irrigation of landscape improvements installed by the City as part of the Joint Trails Project on the District Property. Should replacement or repairs be necessary for installed vegetation or irrigation, the Parties shall notify the other Party a minimum of 72 hours in advance. This requirement shall be waived in the event of an emergency.
9. **Trail Surfacing Repair:** If the Joint Trails Project includes paved trail, City shall have responsibility for maintenance and replacement of trail pavement and subgrade. District shall take reasonable care to prevent unnecessary damage to trail pavement, trail shoulders, and aggregate base during heavy equipment operations. The District shall be responsible for the maintenance and repair of the District maintenance roads and access roads to a standard acceptable for District's maintenance purpose. If the City desires an enhanced level of maintenance of the District's maintenance roadway for trail purposes, then City shall be responsible for such additional maintenance.
10. **Graffiti Removal:** City has an ongoing graffiti abatement program. City will include the Joint Trails Project in its graffiti abatement program. Requests for graffiti removal can be made by calling 277-2758 or the City's general information number, 277-4000. District shall include graffiti removal on flood protection infrastructure in its Good Neighbor Maintenance Program.
11. **Pioneer Trails:** City and District shall meet and confer to determine the need for fencing or other protective measures on a trail project whenever the public pioneers unauthorized trails. City shall have primary responsibility for installing and maintaining measures that deter off trail uses. District shall have the discretion of installing at its sole cost unless otherwise agreed by City, any additional measures to control public ingress or egress that may be necessary to protect environmentally sensitive areas or District facilities.
12. **Vandalism:** The City and District will inspect acts of vandalism to the trail improvements. The City shall be responsible for making the necessary repairs to the Recreational Improvements unless otherwise mutually agreed.
13. **Memorials:** City shall not allow the installation of memorial plaques, benches, or signage along the trail without the express written permission from District. District is reluctant to allow the proliferation of such material since the trail improvements

are intended as natural environmental experiences. District may consider a common memorial location at trailheads with designated parking.

14. **Mitigation/Revegetation Protection:** Either party shall have the right to protect their respective environmental mitigation or revegetation sites, if any, from incursion, and may install at their cost temporary fencing to prevent foot and bicycle traffic from damaging installed vegetation. City shall consult with the District on the location, height, or replacement of fencing installed by City pursuant to this paragraph, prior to installation.
15. **Trail Access and Gates:** Trail access shall be limited to those locations that are identified in the plans and specifications for the Joint Trails Project. City and District shall have the right at their cost unless otherwise agreed, to take measures to secure unauthorized access points.
16. **Funding:** Incurring fiscal obligations for the aforementioned maintenance activities shall not occur until separate trail maintenance budgets are adopted and funds are appropriated by both District and City.
17. **Respective Operations:** District shall manage and oversee District Improvements related to the Guadalupe River maintenance road.. City shall manage and oversee Recreational Improvements of the Joint Trails Project.
18. **Trail Security:** City shall provide police and fire response consistent with that provided throughout the city using the 911 Emergency Response Program.
19. **Community Events:** District and City shall notify each other a minimum of 10-days in advance of any community event that requires use of the trail and open space. A District or City permit, as appropriate, and proof of insurance may be required for the activity or event and the sponsor shall be informed of this requirement.
20. **Public Complaints:** City shall be responsible for addressing public complaints related to trail use. District shall respond to public complaints that are related to the stream and flooding events. Trail use calls shall be referred to the City's Department of Parks, Recreation and Neighborhood Services (Trail Program). In the event of maintenance or construction that is anticipated to close the facility for a prolonged period of time, the agency responsible for that work shall post signage with its telephone number to receive questions and complaints from the public.
21. **Flood Events:** In the event of a flood that threatens public safety, District or City shall have the right to close the trail. City shall have the responsibility to notice the trail users of the threatened danger and close the trail as necessary. In the event it is necessary for District or City to take emergency actions, notification may be made after the actions have been taken.
22. **Recharge Facilities:** None

23. **Public Art:** None

24. **Maintenance and Repair:**

District shall be responsible for the maintenance and repair of:

- Existing flood control and water management facilities on District property.

City shall be responsible for the maintenance and repair of:

- Recreational Improvements which shall be consistent with the Operation and Maintenance Manual dated January 1997 between the United States Army Corps of Engineers and the District, a copy of which has been provided to City.

25. **Miscellaneous:** Uses of the District Property other than recreation may require separate permit prior to the activities taking place.