

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: PARKS AND RECREATION *K MW*

BOARD AGENDA # B-7

Urgent Routine X

AGENDA DATE March 20, 2001

CEO Concurs with Recommendation YES *DM* NO
(Information Attached)

4/5 Vote Required YES NO X

SUBJECT: AUTHORIZE THE STANISLAUS COUNTY PARKS AND RECREATION DEPARTMENT TO ENTER INTO A JOINT OPERATING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, FOR THE TURLOCK LAKE FISHING ACCESS.

STAFF RECOMMENDATIONS:

1. AUTHORIZE THE STANISLAUS COUNTY PARKS AND RECREATION DEPARTMENT TO ENTER INTO A JOINT OPERATING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE TURLOCK LAKE FISHING ACCESS AS PER ATTACHMENT "A"; AND
2. AUTHORIZE THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT TO SIGN ALL THE NECESSARY DOCUMENTS.

FISCAL IMPACT:

The Parks and Recreation Department has been operating this facility since 1961 through a lease agreement with Turlock Irrigation District. The costs of approximately \$1,200 annually have been included in this year's Parks and Recreation Department budget.

BOARD ACTION

No. 2001-206

On motion of Supervisor Blom, Seconded by Supervisor Mayfield, and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Caruso, and Chair Paul

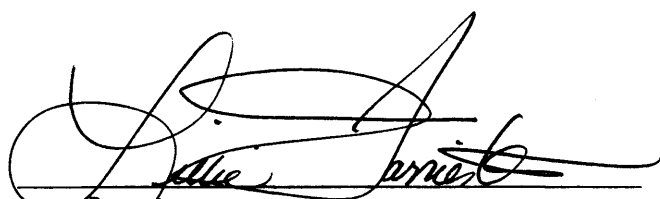
Noes: Supervisors: None

Excused or Absent: Supervisors: Simon

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) Denied
- 3) Approved as amended

Motion:



File No.

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DISCUSSION: The Stanislaus County Parks and Recreation Department has been operating the Turlock Lake Fishing Access through a lease agreement with Turlock Irrigation District since 1961. That lease agreement, which expired on February 13, 2001, became part of an overall lease agreement between the State of California Parks and Recreation Department and Turlock Irrigation District beginning on February 14, 2001.

The Stanislaus County Parks Master Plan calls for the County to continue to maintain the fishing access. The plan recommends improvements for the facility including foot trails, picnic tables, grills, trash receptacles and a restroom.

The County Parks and Recreation Department would like to continue to maintain this fishing access. Pursuant to Section 3 of the lease agreement between Turlock Irrigation District and the State Parks and Recreation Department, the State is authorized to assign some or all of the operational responsibilities to the County.

The State and County are authorized by California Government Code Sections 6500 et sequentia to jointly exercise their powers to provide funding and to provide for the operation, maintenance and public use of the leased property at Turlock Lake. The State is further authorized to enter into operating agreements with the County pursuant to Public Resources Code Sections 5080.30 et sequitur.

The State and County desire to enter into this Joint Operating Agreement (JOA), to provide the terms and conditions by which the County may continue to operate, develop and maintain fishing and other public access at the inlet, while the State manages, operates, and maintains the remaining portions of the recreational facilities at Turlock Lake under the lease.

The JOA, which is included as Attachment "A", would allow Stanislaus County to continue to operate the Turlock Lake Fishing Access which is located at the inlet area of the lake. The JOA would also lay the groundwork for future collaborations with the State Parks and Recreation Department. Staff is recommending the Board authorize the department to enter into a JOA with the State of California.

AUTHORIZE THE STANISLAUS COUNTY PARKS AND RECREATION DEPARTMENT TO ENTER INTO A JOINT OPERATING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, FOR THE TURLOCK LAKE FISHING ACCESS.

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POLICY

ISSUE:

The Board's authorization is needed to enter into agreements. This request is in line with the Board's priorities of achieving multi-jurisdictional cooperation, and promoting efficient government operations.

STAFFING

IMPACT:

None associated with this request as the Parks and Recreation Department has been operating the Fishing Access facility.

JOINT OPERATING AGREEMENT
TURLOCK LAKE STATE PARK

This Joint Operating Agreement ("Agreement") is entered between STANISLAUS COUNTY, hereinafter referred to as "COUNTY," and the STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, hereinafter referred to as "STATE." It shall be deemed entered, and shall be effective, on February 14, 2001.

RECITALS

1. STATE has entered into that certain LEASE OF REAL PROPERTY FOR PARK AND RECREATION PURPOSES ("Lease") by and by and between STATE and the Turlock Irrigation District, for property and the water surface areas shown within the area identified on Exhibit "A" attached to the Lease and, also, attached hereto.
2. The purpose for the lease is to provide park and recreational opportunities and facilities at Turlock Lake State Park, on the surface waters of Turlock Lake and at the Lake Inlet ("Inlet") as shown on Exhibit "A".
3. The Lease was subject to an existing lease with the County of Stanislaus dated February 14, 1961, which expired on February 13, 2001. Until that date, the Inlet was not part of the Lease, but on February 13, 2001, the Inlet has become part of the Lease and the obligation of STATE.
4. COUNTY's Park Master Plan dated August 24, 1999, provides that COUNTY will maintain a fishing access at the Inlet and recommends improvements for foot trails,

picnic tables, grills, trash receptacles and restrooms. COUNTY desires to continue to maintain this fishing access and, pursuant to Section 3 of the Lease, the STATE is authorized to assign some or all of the operational responsibilities to the COUNTY for that purpose.

5. STATE and COUNTY are authorized by California Government Code Sections 6500 et sequentia to jointly exercise their powers to provide funding for and to provide for the operation, maintenance and public use of the leased property at Turlock Lake. STATE is, further authorized to enter into operating agreements with COUNTY pursuant to Public Resources Code Sections 5080.30 et sequitur.
6. STATE and COUNTY desire to enter into this Joint Operating Agreement to provide the terms and condition by which COUNTY may continue to operate, develop and maintain fishing and other public access at the Inlet while STATE manages, operates, and maintains the remaining portions of the recreational facilities at Turlock Lake under the Lease.

AGREEMENT

1. COUNTY and STATE will jointly exercise their powers to operate, and manage the recreational facilities at Turlock Lake (the "Lake") as provided for in this Agreement.
2. STATE agrees to:
 - a. Operate the property, improvements and facilities shown as Turlock Lake State Park on Exhibit "A" ("the Park").

- b. Provide for law enforcement and patrols at the Park and on the surface waters of the Lake. STATE's law enforcement activities shall extend to the Inlet, notwithstanding the COUNTY will, also, provide patrols as provided for in the Agreement.
 - c. Work jointly with the COUNTY to attempt to acquire additional property near or around the Inlet with the objective to operate additional facilities and services for public use.
 - d. To pay for its own staff and costs associated with the implementation of the provisions of this Agreement.
3. COUNTY agrees to:
- a. Operate, develop and maintain recreational and fishing access opportunities at the inlet in accordance with the terms of the lease.
 - b. Cooperate with the STATE to jointly prepare an Inlet Development Plan and assist the STATE to obtain the approval of the plan by the Turlock Irrigation District. Develop and thereafter maintain recreational improvements as set forth in the approved Inlet Development Plan. If such improvements are not developed by February 13, 2004, the COUNTY shall close the inlet to public use until the improvements are developed.
 - c. Submit proposed changes, additions, and improvements of the Inlet to the Turlock Irrigation District and the STATE for their approval. Any such alterations, improvements, or additional shall be and remain the property of the COUNTY, but shall become property of the STATE upon termination of this Agreement.

- d. Provide the primary law enforcement at the Inlet and/or respond to calls for assistance on the waters of the Lake.
 - e. To pay for its own staff and other costs associated with the implementation of the public access and recreational opportunities at the Inlet as set forth in the provisions of this Agreement.
 - f. To apply STATE's rules and regulations for operation of public recreational opportunities at the Inlet, but not to the exclusion of any other COUNTY rules or ordinances that may be applicable and not inconsistent with STATE's rules.
4. It is mutually agreed:
- a. This Agreement is subject in all respects to the terms and conditions of the Lease, a copy of which is attached as Exhibit "B"; provided, however, that joint and several liability for failure to meet obligations under the Lease, as provided in Section 3 of the Lease, shall apply only to the COUNTY's obligations and responsibilities as set forth in this Agreement and shall not apply to actions that are the sole responsibility of the STATE under the Lease or this Agreement.
 - b. Each party shall protect, hold harmless, indemnify, defend and save the other, its officers, agents, and employees harmless from any and all claims and losses accruing or resulting to that other by that party's negligence or other lawfully wrongful act or omission in the furnishing or supplying of work, services, materials or supplies in connection with the performance of this Agreement, and from any and all liability for claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by that party's negligence or other lawfully wrongful act or omission in the performance of this Agreement.

- c. This document and the exhibits attached hereto constitute the entire agreement between COUNTY and STATE, and may be modified only by further written agreement among the parties hereto. Any such modification shall not be effective unless and until approved by the COUNTY's Board and approved by the State of California, Director of General Services.
- d. Subject to the approval and consent of the Turlock Irrigation District, and subject to the mutual indemnity contained in Section 4.b of this Agreement, the STATE agrees to assign all of its rights and obligations under the Lease to the COUNTY upon the occurrence of following events or circumstances:
- (i) the STATE ceases to operate recreational activities at the Lake or to maintain improvements at the Lake in accordance with the Lease for a period of six (6) consecutive months; or
 - (ii) the STATE abandons the Lake for the purposes set forth in the Lease; or
 - (iii) the STATE elects to terminate its obligations under the Lease; or
 - (iv) the STATE receives a notice of default from the Turlock Irrigation District and the STATE fails or refuses to cure the default within the time specified in the notice.

d. Notices or other communications which may be required or provided for pursuant to this agreement shall be given as follows:

The designated representative of the COUNTY shall be:

Parks Director
County of Stanislaus
Parks and Recreation Department
3800 Cornucopia Way, Suite C
Modesto, CA 95358

The designated representative of the STATE shall be:

Four Rivers District Superintendent
California State Parks
31426 Gonzaga Road
Gustine, CA 95322-9737

e. Unless further amended in accordance with paragraph 4c above, this agreement will terminate on February 18, 2030. This agreement may be rescinded by mutual written agreement of the parties, or it may be terminated upon six (6) months written notice. Upon receipt of such notice, the receiving party shall cease all work under the agreement and shall not incur any unnecessary expenditures thereafter.

County of Stanislaus

Parks and Recreation Department

State of California

Department of Parks and Recreation

By: Kevin M. Williams

Kevin M. Williams, Parks Director

By: [Signature]

Rusty Areias, Director

APPROVED

By: _____

APPROVED
DEPT OF GENERAL SERVICES
JAN 17 2002
DEPT OF GENERAL SERVICES

[Signature]