



Midpeninsula Regional
Open Space District

R-19-19
Meeting 19-03
February 13, 2019

AGENDA ITEM 5

AGENDA ITEM

Alpine Road Trail Memorandum of Understanding with the County of San Mateo, Coal Creek Open Space Preserve

GENERAL MANAGER'S RECOMMENDATION

Authorize the General Manager to enter into a Memorandum of Understanding with the County of San Mateo for the repair and future negotiations to transfer ownership and management of the Alpine Road Trail.

SUMMARY

Alpine Road Trail is an important regional trail connection through Coal Creek Open Space Preserve for cyclists and hikers traveling from Portola Valley to upper Page Mill Road near Skyline Boulevard that avoids public roads. The proposed Memorandum of Understanding (MOU) with the County of San Mateo is a cooperative agreement for the permitting, construction, and future ownership and management of the Alpine Road Trail. The MOU supports *MAA Portfolio #10 Re-open Alpine Road at Coal Creek for public trail*.

BACKGROUND

Alpine Road Trail is an existing dirt road owned by San Mateo County (County) since 1894 that extends approximately 2.3 miles through Coal Creek Open Space Preserve (Preserve) and adjacent private lands. Alpine Road Trail lies between the end of paved Alpine Road above Portola Valley to the north and Page Mill Road near Skyline Boulevard to the south. It provides a valuable regional trail connection between Portola Valley and Woodside up to Midpeninsula Regional Open Space District (District) South Skyline preserves and trails (see Attachment 1). The County owns a Right-of-Way across the entire Alpine Road Trail alignment. The County closed the road to vehicles at the southern end of Portola Valley in 1979. The District is a partial underlying fee owner of Alpine Road Trail with easement rights to travel over the County easement even though the road remains closed to public vehicle use. The District used Alpine Road Trail for patrol, maintenance, and emergency access until the mid-1990s when a large slide closed the road. County maintenance of the road ceased at this time.

The lack of ongoing maintenance has significantly degraded the roadbed and drainage features. Two large failures during the winter of 2016-17 constrained vehicle access and further threatened ongoing trail access. Repairing these two large failures and improving surface drainage are essential to prevent further road degradation and sediment delivery to the creek. On March 14, 2018, the District's Board of Directors approved Option Two (2) for the Upper Alpine Road Trail Repair Project, which repairs the road failures to a six-foot wide trail standard and constructs a

new, six-foot wide trail through the Central Section to replace the “Bypass Trail.” The Board also directed the General Manager to pursue partnership and funding opportunities for this project with the County (see report R-18-19).

On October 24, 2018, the Board authorized the General Manager to enter into a multi-year professional services contract with Waterways Consulting, Inc., of Santa Cruz, California to complete the design, permitting, bidding, and construction oversight for improvements to the Alpine Road Trail, for a base contract amount not-to-exceed \$232,547 (see report R-18-36). This work is currently underway.

DISCUSSION

District and County Road Services Division staff have discussed the Upper Alpine Road Trail Repair Project (Option 2), and the County is interested in entering into an MOU with the District to support the permitting, construction and future District ownership and management of the Alpine Road Trail. In addition, staff met with Supervisor Don Horsley to brief him on this project. Supervisor Horsley is supportive of re-opening the Alpine Road Trail, and indicated he will seek County Measure K funds in the 2020 fiscal year to help fund this regional trail project.

Alpine Road Trail MOU with County of San Mateo

If approved by the Board, the District would enter into an Alpine Road Trail MOU with the County of San Mateo under the General Manager’s authority. The General Manager and General Counsel would be authorized to approve any technical revisions to the MOU, which do not involve any material change to any terms of the MOU. The proposed MOU includes the following key terms:

1. District and County will cooperate on the assessment and design of long-term repairs to Alpine Road Trail as a public trail.
2. County will apply County grading exemptions, permit waivers and streamline County required permits for the project, and support the District in obtaining required State regulatory permits.
3. County will retain ownership of Alpine Road Trail until the long-term repairs and improvements are complete and approved by regulatory agencies.
4. County will issue District a right-of-entry for District work to improve Alpine Road Trail.
5. Upon completion of Alpine Road Trail work, County will negotiate with the District to transfer easement or fee interest rights to the District for the Alpine Road Trail, which may include the entire length of the road from Page Mill Road to the end of paved Alpine Road above Portola Valley

FISCAL IMPACT

There is no direct fiscal impact for entering into this MOU. The project design plans and environmental review are budgeted for in the Fiscal Year 2018-19 budget under the MAA10-001 - Alpine Road Regional Trail Improvements project.

BOARD COMMITTEE REVIEW

No Committee review has occurred for this project. This item is coming to the full Board given Board interest in the project.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act, including interested parties and adjacent landowners.

CEQA COMPLIANCE

Staff will perform appropriate California Environmental Quality Act review of any proposed project before implementing the repairs.

NEXT STEPS

Upon Board approval, the General Manager will sign the MOU. The San Mateo County Board of Supervisors will consider approval of the MOU in March/April 2019. The District's Board will have an opportunity to review the CEQA findings as part of the final Alpine Road Trail design approval at a future date. Upon completion of the trail improvements, the proposed transfer of the County easement and fee ownership of Alpine Road Trail to the District would come before the full Board at a later date for review and consideration.

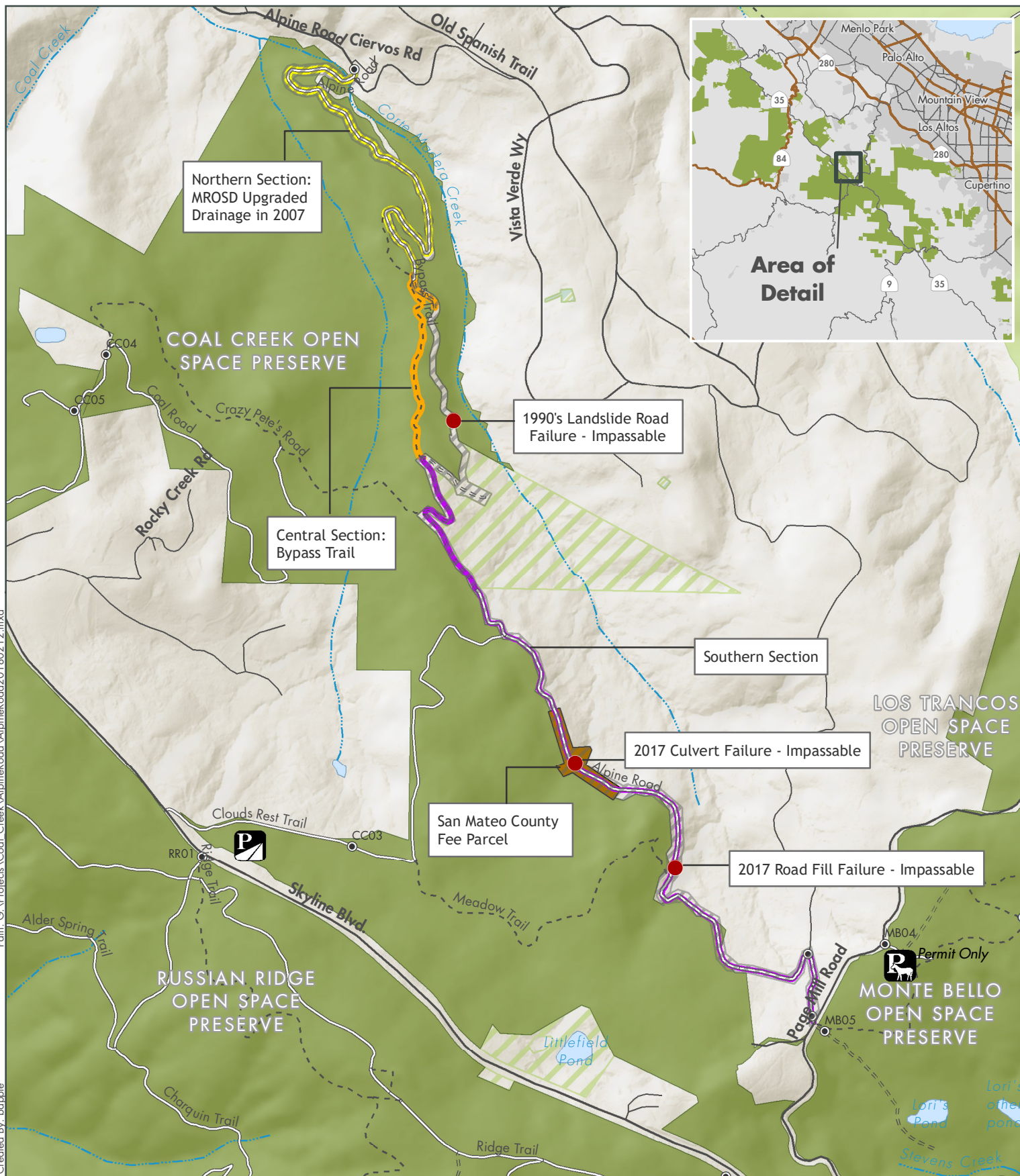
Attachments

1. Alpine Road Trail Map
2. Alpine Road Trail Memorandum of Understanding

Responsible Department Head:
Michael Williams, Real Property Manager

Prepared by:
Michael Williams, Real Property Manager

Path: G:\Projects\Coal_Creek\AlpineRoad\AlpineRoad20180212.mxd
Created By: baple



Attachment 1: Coal Creek - Alpine Road

	MROSD Preserves		San Mateo County Fee Parcel
	Private Property		Northern Section
	Non MROSD Conservation Easement		Central Section
	San Mateo County Right-of-way		Southern Section

	Road Failure - Impassable
	Minor Unpaved Road
	Unmaintained Road Width
	Trail

Midpeninsula Regional
Open Space District
(MROSD)
March 2018



Miles
0 0.125 0.25



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

ATTACHMENT 2

ALPINE ROAD TRAIL MEMORANDUM OF UNDERSTANDING

This Alpine Road Trail Memorandum of Understanding (“MOU”) is entered into by and among the County of San Mateo (“County”), and the Midpeninsula Regional Open Space District, a public district under the laws of California (“District”), collectively “the Parties,” dated _____ (“Effective Date”).

RECITALS

WHEREAS, the County owns the right-of-way of Alpine Road which travels approximately 2.3 miles between the Town of Portola Valley to the north and Page Mill Road near Skyline Boulevard to the south; and

WHEREAS, the northern segment of Alpine Road crosses the District’s Coal Creek Open Space Preserve (Preserve), and the Preserve borders the central and southern segments of Alpine Road to the west; and

WHEREAS, Alpine Road serves as a critical regional trail connection between San Mateo County, Santa Clara valley and the Skyline region of the Santa Cruz Mountains; and

WHEREAS, Alpine Road historically provided important patrol access to District and emergency egress for the local community; and

WHEREAS, in 1979 public vehicle use of the road was ended, and in the mid-1990s heavy rains resulted in a landslide which completely eliminated a section of Alpine Road and use of the road by vehicles, and in 2017 a severe winter storm resulted in a large culvert failure further jeopardizing the use of Alpine Road as a regional trail connection; and

WHEREAS, the recurrence of slides and erosion poses a threat of excessive sediment input into Corte Madera Creek, which in turn is released into the San Francisco Creek watershed; and

WHEREAS, the District is interested in working with the County to repair Alpine Road in order to restore it as a regional public trail, and the County supports the District’s effort to pursue these repairs under the County’s continued ownership of Alpine Road so that the County can partner with the District to provide the benefits of County permitting support; and

WHEREAS, at such time as the repairs and improvements to Alpine Road are completed and all required permits are approved, the County intends to negotiate with the District to transfer easement or fee interest rights to the District, and the District desires to obtain rights to Alpine Road in order to hold and maintain it for public trail and open space purposes; and

WHEREAS, the Parties desire to enter into a cooperative agreement to support the District's permitting, construction and future management of Alpine Road as public trail to improve regional access to the Skyline area of the Santa Cruz Mountains and the nearby communities in the Counties of San Mateo and Santa Clara.

NOW, THEREFORE, the Parties agree as follows:

1. Alpine Road Trail. The Parties will collaborate and coordinate on assessing existing conditions on Alpine Road, and designing a long-term repair of Alpine Road as a public trail, as depicted in the map attached hereto as **Exhibit A**. County will issue District and its consultants a right of entry or permit to enter to evaluate, assess and design repairs for Alpine Road.
2. Permits. The County will work cooperatively with the District in order to process permits under the County's control and to support the District in obtaining required regulatory permits:
 - A. County Permits. The County will cooperate with District to provide the benefit of County grading exemptions, permit waivers and other applicable streamlining of County permitting required for the long-term repair of Alpine Road as a public trail.
 - B. Regulatory Permits. The District will be responsible for obtaining any required regulatory permits for the long-term repair work. County will cooperate with and support District's efforts to obtain said regulatory permits from the State of California.
3. County Ownership. Alpine Road will remain in County ownership (easement and fee) until the long-term repairs are complete and the repairs have been approved or signed off by the County and any required regulatory agency.
4. Repairs & Funding. The District will assume primary responsibility for the construction of the long-term repairs. The County will issue District a right of entry for its consultants, staff and contractors to enter, evaluate and repair and improve Alpine Road subject to required regulatory permits. The District may request funding support from the County's Measure K Funds, and other grant or partner funding sources.
5. Transfer of Alpine Road to District. Upon completion of the long-term repairs of Alpine Road, the County will negotiate with District to transfer easement and fee interests to Alpine Road, which may include the entire length of the road from Page Mill Road to the end of paved Alpine Road above Portola Valley.
6. Future District Interest in Alpine Road. Under District management, Alpine Road is intended to be used for public recreation pedestrian, bicycle and equestrian trail use, and use by District for patrol, trail construction, and maintenance purposes.

7. Authority to Execute Agreement. Each party covenants that the individual executing this Agreement on behalf of the party is a person duly authorized and empowered to execute this Agreement for such party.

8. Indemnity.

District agrees to indemnify, defend and hold harmless County and its and their respective elected and appointed councils, boards, commissions, officers, agents, contractors and employees from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) which may arise, directly or indirectly from the acts or omissions of District pursuant to this Agreement.

County agrees to indemnify, defend and hold harmless District and its and their respective elected and appointed councils, boards, commissions, officers, agents, contractors and employees from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) which may arise, directly or indirectly from the acts or omissions of County pursuant to this Agreement.

County and District agree to cooperate in the event of claims or litigation against either County or District by a third party. In the event liability arises due to the alleged concurrent negligence of County and District, or any combination thereof, each party shall contribute costs of any such suits, defense, damages, costs and liability in proportion to its fault as determined under the principles of comparative negligence.

9. Further Actions and Instruments. Each of the Parties shall cooperate and provide reasonable assistance to the other Parties to the extent necessary to implement this Agreement. Upon the request of a party at any time, the other Parties shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonable necessary to implement this Agreement.
10. Applicable Law; Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in San Mateo County.
11. Dispute Resolution. Any dispute or claim in law or equity between any or all of the Parties arising out of this Agreement, if not resolved by informal negotiation between the Parties, shall be submitted to alternate dispute resolution, with each party bearing its own

costs and legal fees. Should litigation result, the court shall determine who bears legal fees and costs.

12. Notices. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally, by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the date of actual receipt by the addressee designated below as the party to whom the notice is sent. A party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

County: County of San Mateo
400 County Center, Hall of Justice
Redwood City, CA 94063
Attn: County Manager

District: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
Attn: General Manager

13. Execution of Agreement; Counterparts. This Agreement may be executed by the Parties in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF SAN MATEO:

Approved as to Form:

By: _____
_____, President, Board of Supervisors

By: _____
_____, County Counsel

Date: _____

Date: _____

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT

Approved as to Form:

By: _____
Ana M. Ruiz, General Manager

By: _____
Hilary Stevenson, General Counsel

Date: _____

Date: _____