

**MONTEREY COUNTY WATER RESOURCES AGENCY  
BOARD OF DIRECTORS  
PERSONNEL AND ADMINISTRATION COMMITTEE**

**COMMITTEE MEMBERS**

Mark Gonzalez, Chair  
Silvio Bernardi

David Hart  
Richard Ortiz

TIME: **8:30 a.m.**  
DATE: **Friday, April 10, 2015**  
PLACE: **Monterey County Water Resources Agency  
Board Room  
893 Blanco Circle  
Salinas, CA 93901  
(831) 755-4860**

**A G E N D A**

1. **Call to Order**
2. **Public Comment**  
*(Limited to three (3) minutes per speaker on matters within the jurisdiction of the Agency not listed on this agenda. The public will have the opportunity to ask questions and make statements on agenda items as the Committee considers them.)*
3. **Approve the Minutes of the Personnel and Administration Committee meeting held on July 11, 2014.**  
The Committee will consider approval of the Minutes of the above-mentioned meeting.
4. **Consider receiving an update on Personnel and Administration activities.**  
Wini Chambliss, Administrative Services Assistant, will provide an update on personnel and administrative issues.
5. **Consider receiving the report and recommending that the Monterey County Water Resources Agency Board of Directors approve an Agreement for Services with Tom Shepherd in the amount of \$25,000 to provide liaison services for Agency Grazing leases and related property management services; and, authorizing the General Manager's to execute the Agreement.**  
Brent Buche, Deputy General Manager, will present the report.

6. **Consider receiving the report and recommending that the Monterey County Water Resources Agency Board of Supervisors renew a lease agreement with a one-year term with the Heritage Ranch Owners Association (HROA) for 25 acres of lakefront property**  
Brent Buche, Deputy General Manager, will present the report.
7. **Consider receiving the report and recommending that the Monterey County Water Resources Agency Board of Directors adopt an Agency Internship Program Policy**  
Tam Voss, Water Resources Hydrologist, will present the report.
8. **Set next meeting date and discuss future agenda items.**  
The Committee will discuss and determine details for its next meeting.
9. **Adjournment**

**MONTEREY COUNTY WATER RESOURCES AGENCY  
BOARD OF DIRECTORS  
PERSONNEL AND ADMINISTRATION COMMITTEE**

**COMMITTEE MEMBERS**

Mark Gonzalez, Chair  
David Hart

Silvio Bernardi  
Richard Ortiz

**TIME** 8:30 a.m.  
**DATE:** Thursday, July 11, 2014  
**PLACE:** Monterey County Water Resources Agency  
893 Blanco Circle  
Salinas, CA 93901  
(831) 755-4860

**MINUTES**

1. **Call Meeting to Order @ 8:30 a.m. by Committee Chair Mark Gonzalez**  
Members Present: Mark Gonzalez, Richard Ortiz, David Hart, Silvio Bernardi  
Members Absent: None

A quorum was established.

2. **Public Comment**  
None

3. **Approve the Minutes of the Personnel and Administration Committee meeting held on June 20, 2014**

**Committee Action:**

**Upon motion made by Committee Member Richard Ortiz and seconded by Committee Member Dave Hart the Committee approved the June 20, 2014 Personnel and Administration Committee Minutes.**

4. **Consider receiving an update on Personnel and Administration activities**  
Wini Chambliss, Administrative Services Assistant, provided an update on personnel and administration issues. She noted that Michael Trapani, Water Resources Hydrologist has resigned. His last day is July 11, 2014.

Thirty-nine applications were submitted for the Water Maintenance Worker II position. Interviews were conducted on July 9, 2014. There was one recommendation for hire.

**Committee Action:**

**Upon motion made by Committee Member David Hart and seconded by Committee Member Silvio Bernardi the Committee received the update on Personnel and Administration activities.**

**5. Consider receiving an update on activities at the lakes.**

Chris Keehn, Right of Way Specialist, provided an update on activities at the lakes. He noted that the Agency is working with the Parks Department to adjust to proposed budget cuts which could dramatically affect Park employee staff levels at the lakes. County Parks provides both needed support and communication of lake activities to the Agency at the lakes.

The military indicated that the environmental report for the Tank Road Fiber Optic Project will include mention of the Agency concerns about erosion and siltation in the Lake. However, they would not include the culverts on the Tank Road in their discussions. The report is due out late September 2014. The Committee stressed that staff should inspect any work done by the military to ensure that it is done properly.

While requesting a lease fee reduction before the Board of Directors, the lessee of San Antonio Lease No. 3 offered \$5,000 a year for ten years for an area of about 1,000 acres. The Lease totals 2670 acres (1500 acres Above High Water/ 1170 acres Below High Water).

Mr. Keehn presented a draft letter written to the County Parks Department addressing the lease issues on San Antonio Lease #2. The Committee suggested that staff review options including lease line adjustments and asked staff to prepare for the realignments before leases are ended. The Committee also suggested that as soon as County Counsel approves it, the Agency should rebid the lease in order to not lose any revenue.

Staff indicated that the leases also need to be reevaluated in order to address the issue of cows in the lakebed.

**Committee Action:**

**Upon motion made by Committee Member Dave Hart and seconded by Committee Member Richard Ortiz, the Committee received the update on activities at the lakes.**

**6. Consider receiving an update on real property issues.**

Chris Keehn provided information regarding this item to the Committee. He noted that Staff is making the final preparations for closing the Agency assessment roll. This year's roll includes a 2.4% COLA for all Floods Zones and Zone 2C. The rates for Zones 2Y, 2Z and 2B will remain unchanged.

A matrix of Government parcels delinquent with Agency Assessments has been prepared and submitted to County Counsel. A letter was drafted including documents supporting the legal



right to assess. Non-payment of the assessments will incur a delinquent fee and become a lien upon the property. CSUMB is currently opposing the assessments, indicating in their letter to the Agency that they were “unable to identify the tangible benefit(s) conferred upon its properties”. Staff has responded to CSUMB stating that the Agency will not be removing the direct charges on the parcels and the University will be responsible for the charges and any delinquency fees incurred.

**Committee Action:**

**Upon motion made by Committee Member Silvio Bernardi and seconded by Committee Member Dave Hart, the Committee received the update on real property issues.**

**7. Consider approving a boat dock application for Dragon Docks**

Chris Keehn, Right of Way Specialist, reviewed the boat dock application for Dragon Docks. He noted that Dragon Boat Docks, located at Running Deer Ranch submitted a proposal for a ten slip boat dock to the Committee on January 16, 2014. The Committee recommended that County Counsel review the agreement. County Counsel has reviewed the agreement and suggested that instead of creating a separate agreement for Dragon Docks the current Application and Agreement would be sufficient provided special conditions applicable only to Dragon Docks be included. This agreement will be in place for one year or until such time that a new Ordinance is in effect.

The Committee expressed that Staff should make sure to set minimum elevations and include a minimum of \$1 million liability insurance requirement. Staff noted that for docks with multiple slips this is already a requirement.

**Committee Action:**

**Upon motion made by Committee Member Dave Hart and seconded by Committee Member Silvio Bernardi the Committee approved the boat dock application for Dragon Docks subject to establishing a minimum elevation and including a requirement for a minimum of \$1 million liability insurance in the Application and Agreement.**

**8. Consider receiving a report on livestock activity on Nacimiento and San Antonio Grazing Leases and provide staff direction to address the activity**

Chris Keehn, Right of Way Specialist, provided information regarding livestock activity on the Nacimiento and San Antonio Grazing Leases. He noted that he has received several comments about cow patties in the San Antonio Lake bottom and staff was questioned regarding any action that may or may not be taken.

Currently, there is no language in the lease agreements forbidding cattle grazing on the lake bottom during drought conditions. The Committee noted that the lake bottom of a lease could be excluded during drought situations provided such a clause is added to the leases before they come back up for bid.

The question arose if there was truly a water quality issue. Wildlife frequent the lake bottoms to access water as well, over which there is no control. It was suggested that the

Agency conduct internal water quality testing. Then if it appears there is an issue Environmental Health could be contacted to do further testing.

John Bailey, a member of the public, spoke. He commented that there could be potential food safety issues and suggested that a drought contingency be placed in the leases.

**Committee Action:**

**Upon motion made by Committee Member David Hart and seconded by Committee Member Richard Ortiz, the Committee received the report on livestock activity on Nacimiento and San Antonio Grazing Leases and asked that Staff review the grazing leases to possibly change boundaries for the new leases and include language prohibiting lake bottom feeding.**

**9. Set next meeting date and discuss future Agenda**

The next meeting is scheduled for August 8, 2014 at 8:30 a.m. The Committee asked Staff to provide updates on the Dietel and Tri Counties issues.

**10. Adjournment**

The meeting adjourned at 9:30 a.m.

Submitted by: Alice Henault

Approved on \_\_\_\_\_

**MONTEREY COUNTY WATER RESOURCES AGENCY  
BOARD OF DIRECTORS – PERSONNEL AND ADMINISTRATION COMMITTEE**

<b>MEETING DATE:</b>	April 10, 2015	<b>AGENDA ITEM:</b>	
<b>AGENDA TITLE:</b>	Consider receiving an update on Personnel and Administration activities.		
	Consent ( )	Action ( )	Information ( X )
<b>SUBMITTED BY:</b>	Wini Chambliss	<b>PREPARED BY:</b>	Wini Chambliss
<b>PHONE:</b>	(831) 755-4896	<b>PHONE:</b>	(831) 755-4896
<b>DEADLINE FOR BOARD ACTION:</b>	April 10, 2015		

**RECOMMENDED BOARD ACTION:**

Receive an update on personnel and administrative activities.

**PRIOR RELEVANT BOARD ACTION:**

None.

**DISCUSSION/ANALYSIS:**

**Promotions**

The Accounting Technician recruitment culminated in the promotion of Kristina Hamlet (formerly Office Assistant III), effective March 21, 2015.

The Deputy General Manager recruitment has culminated in the promotion of Robert Johnson and Brent Buche (formerly Acting Assistant General Managers), effective April 4, 2015.

**Retirements**

Richard Nason, Water Maintenance Superintendent, will retire from the Agency effective May 9, 2015.

**Resignations**

Edward Cain III, Senior Water Maintenance Worker has resigned from the Agency effective March 7, 2015.

**Recruitments**

The following recruitments are proposed:

- Associate Water Resources Hydrologist
- Water Resources Technician
- Water Resources Biologist
- Water Resources Engineer
- Water Maintenance Worker II
- Office Assistant III

**MONTEREY COUNTY WATER RESOURCES AGENCY  
BOARD OF DIRECTORS – PERSONNEL AND ADMINISTRATION COMMITTEE**

<b>MEETING DATE:</b>	April 10, 2015	<b>AGENDA ITEM:</b>	
<b>AGENDA TITLE:</b>	Consider receiving a report and recommending that the Monterey County Water Resources Agency Board of Directors approve an Agreement for Services with Tom Shepherd in the amount of \$25,000 to provide liaison services for Grazing Leases and related property management activities; and, authorizing the General Manager to execute the Agreement.		
Consent ( )		Action ( X )	
Information ( )			
<b>SUBMITTED BY:</b>	Brent Buche	<b>PREPARED BY:</b>	Brent Buche
<b>PHONE:</b>	755-4860	<b>PHONE:</b>	755-4860
<b>DEADLINE FOR BOARD ACTION:</b>		April 10, 2015	

**RECOMMENDED BOARD ACTION:**

Receive a report and recommend that the Monterey County Water Resources Agency Board of Directors approve an Agreement for Services with Tom Shepherd in the amount of \$25,000 to provide liaison services for Grazing Leases and related property management activities; and, authorize the General Manager to execute the Agreement.

**SUMMARY:**

The Monterey County Water Resources Agency (MCWRA) is responsible for Grazing Leases and related property management services within Monterey and San Luis Obispo Counties. There are approximately 9 leases that will expire in October 2017. MCWRA needs to update these lease agreements and reformulate the existing language that provides credits to tenants for land improvements. In addition, there are several outstanding property management activities that need immediate attention to prevent risk of liability and to protect existing lease revenue that may be impacted by continued drought conditions.

**DISCUSSION:**

Tom Shepherd has a high degree of knowledge regarding MCWRA Property in Monterey and San Luis Obispo Counties and has over 20 years of experience as a Monterey County Deputy Chief Ranger/Parks Operations Manager. Over the years, he has worked closely with MCWRA on property management issues and the County Park lease agreement. He understands the needs and restrictions of these agreements and offers great insight into some of the outstanding lease issue. In addition, he brings with him opportunities on how to improve the management of Grazing Leases as we move through severe drought conditions.

**OTHER AGENCY INVOLVEMENT:**

County Counsel will review this contract for any additional requirements before execution of the

agreement.

**FINANCING:**

Agency Fund 116 - Administration will pay \$25,000 for the cost of this agreement.

<b>FINANCIAL IMPACT:</b>	<b>YES ( X )      \$25,000</b> <span style="float: right;"><b>NO ( )</b></span>
<b>FUNDING SOURCE:</b>	Fund 116- Administration
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>	
<b>ATTACHMENTS:</b>	1. Board Order 2. Agreement for Services
<b>APPROVED:</b>	  <hr/> <b>General Manager</b> <span style="float: right;"><b>Date</b></span>



*Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California*

BOARD ORDER No. \_\_\_\_\_

**APPROVE AN AGREEMENT FOR SERVICES WITH TOM SHEPHERD )  
IN THE AMOUNT OF \$25,000 TO PROVIDE LIAISON SERVICES FOR )  
GRAZING LEASES AND RELATED PROPERTY MANAGEMENT )  
ACTIVITIES; AND, AUTHORIZE THE GENERAL MANAGER TO EXECUTE )  
THE AGREEMENT )**

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried by those members present, the Board of Directors hereby:

1. Approves an Agreement for Services with Tom Shepherd in the amount of \$25,000 to provide liaison services for Grazing Leases and related property management activities; and,
2. Authorizes the General Manager to execute the Agreement.

PASSED AND ADOPTED on this 27<sup>th</sup> day of **April 2015**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
BY: Claude Hoover, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: David E. Chardavoyne  
General Manager



**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND TOM SHEPHERD**  
**AGREEMENT FOR SERVICES**

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and Tom Shepherd,  
an individual \_\_\_\_\_,  
hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of Contractor. Agency hereby engages CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**

The scope of work is briefly described and outlined as follows:

To work as the Liaison, on behalf of the Agency, on Grazing Lease Agreements and property management issues as described in the attached Exhibit A.

The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.

- (b) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (c) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on July 2017, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is (\$25,000).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold ten percent (10%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly stated in this Agreement.

5. Indemnification CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or



connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.

## 6. Insurance.

### 6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

### 6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

### 6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

#### 6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

*Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County*

and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.

8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.

12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and



obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering  
CONTRACTOR's work under this Agreement shall be  
Tom Shepherd

---

Agency's designated administrator of this Agreement shall be  
Brent Buche

---

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY

Name: Brent Buche

Address:

893 Blanco Circle

Telephone: 831-755-4860

Fax: 831-424-7935

E-Mail: bucheB@co.monterey.ca.us

TO CONTRACTOR

Name: Tom Shepherd

Address:

P O BOX 24

Telephone: 805-610-2164

Fax:

E-Mail: sanbartolome@aol.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.

29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Payments to Contractor

Exhibit C - Insurance Exemption Justification

32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND TOM SHEPHERD**  
**AGREEMENT FOR SERVICES**

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

BY:

BY:

\_\_\_\_\_  
David E. Chardavoine  
General Manager

\_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

BY:

\_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date:

\_\_\_\_\_





\* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

( \_\_\_\_\_ )  
Agreement/Amendment No # ( \_\_\_\_\_ )

\*\*\*\*\*

Approved as to form <sup>1</sup>:

Approved as to fiscal provisions:

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Administrative Analyst

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Risk Management:

\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>1</sup>Approval by County Counsel is required, and/or when legal services are rendered

<sup>2</sup>Approval by Auditor-Controller is required



EXHIBIT A  
SCOPE OF WORK  
THOMAS SHEPHERD

1. Provide grazing lease review and recommendations for both Nacimiento and San Antonio Reservoirs. Including, but not limited to, incorporating NaciTone Watershed Management Plan, re-establishing lease boundaries, identifying proper amount of grazing units per lease area, etc.
2. Provide visible presence on MCWRA lands, grazing leases, unleased property, easements, etc. Act as liaison between tenants, adjacent landowners, regulatory agencies, and law enforcement.
3. Look for sources of potential revenue generation for MCWRA lands and provide suggestions on how these lands could potentially be used to provide more access to public and generate additional revenues.
4. Assist MCWRA with land issues that may arise from capital projects/improvements and/or maintenance activities. This shall include work at, but not be limited to, Nacimiento Dam and Reservoir, San Antonio Dam and Reservoir, and for the Interlake Tunnel Project.
5. Assist MCWRA on work projects performed by contractors on grazing leases.
6. Identify potential exposure to liability to the MCWRA. Assist resolving the following outstanding property issues: Tri-County, Deitel, Cal Shasta, Heritage Ranch, Dragon Dock, S.A. Lease #2 & #3, and potential Interlake Tunnel Project impacts to lakes and leases.
7. Identify potential water quality and environmental concerns to the reservoirs and MCWRA lands.
8. Attend Personnel and Administration Committee and Board of Directors meetings, as needed.

EXHIBIT B  
PAYMENTS TO CONTRACTOR  
TOM SHEPHERD

1. Services will be provided to MCWRA at a rate of \$60.00 per hour.
2. All travel and accommodations shall be authorized by MCWRA and will follow the current County Travel Business Expense Policy.

EXHIBIT C  
TOM SHEPHERD  
INSURANCE EXEMPTION JUSTIFICATION

Professional Liability Insurance

MCWRA is requesting an exemption to Professional Liability Insurance. The services being performed are to liaison with Agency lease tenants, field observations of activities on Agency land, and report preparation related to overseeing Agency lease and property management services. The type of services and the contract's dollar amount (\$25,000) does not warrant professional liability insurance, MCWRA understands that it will accept all liabilities that might occur in the course and scope of this contract.

Commercial General Liability Insurance

MCWRA is requesting an exemption to Commercial General Liability Insurance. The services being performed are to liaison with Agency lease tenants, field observation of activities on Agency land, and report preparation related to overseeing Agency lease and property management services. MCWRA understands that it will accept all liabilities that might occur in the course and scope of this contract.

Worker's Compensation Insurance

All work performed by Tom Shepherd s done by a single individual; therefore no Workers Compensation Insurance is required. Should additional employees be hired in the future, Worker's Compensation Insurance will be required. MCWRA understands that it will accept all liabilities that might occur in the course and scope of this contract.

ISO Forms

MCWRA is requesting an exemption from submission of ISO forms. These forms are not appropriate for this type of Agreement. Our scope of work with Tom Shepherd identifies him as a Liaison, reporting directly to Executive Management. MCWRA understands that it will accept all liabilities that might occur in the course and scope of this contract.

**MONTEREY COUNTY WATER RESOURCES AGENCY  
BOARD OF DIRECTORS – PERSONNEL AND ADMINISTRATION COMMITTEE**

<b>MEETING DATE:</b>	April 10, 2015	<b>AGENDA ITEM:</b>	
<b>AGENDA TITLE:</b>	Consider recommending that the Monterey County Water Resources Agency Board of Supervisors renew a lease agreement with a one-year term with the Heritage Ranch Owners Association (HROA) for 25 acres of lakefront property		
<b>Consent ( )                      Action ( X )                      Information ( )</b>			
<b>SUBMITTED BY:</b>	Brent Buche	<b>PREPARED BY:</b>	Brent Buche
<b>PHONE:</b>	(831)755-4860	<b>PHONE:</b>	(831) 755-4860
<b>DEADLINE FOR BOARD ACTION:</b>	April 10, 2015		

**RECOMMENDED BOARD ACTION:**

Recommend that the Monterey County Water Resources Agency Board of Supervisors renew a lease agreement with a one-year term with the Heritage Ranch Owners Association (HROA) for 25 acres of lakefront property.

**PRIOR RELEVANT BOARD ACTION:**

The Monterey County Water Resources Agency (MCWRA) Board of Directors recommended the Board of Supervisors renew a lease agreement with a three-year term with the Heritage Ranch Owners Association (HROA) for 25 acres of lakefront property on August 27, 2012.

The MCWRA Personnel and Administration Committee reviewed the agreement at their July 13, 2012 meeting.

The MCWRA Board of Directors recommended to the Board of Supervisors the original lease agreement at their August 22, 2011, meeting. The Board of Supervisors approved the original lease agreement at their September 13, 2011, meeting.

**DISCUSSION/ANALYSIS:**

The MCWRA Board of Directors action of August 27, 2012, was never taken to the MCWRA Board of Supervisors for approval. However, the HROA did continue to submit payment to the MCWRA. Since MCWRA did not follow through on its responsibility of forwarding to the MCWRA Board of Supervisors, MCWRA will start at the base rate again.

The lease fee will be \$2552.00 a month. The fee was originally established by comparable market sales documented in three appraisals completed in 2007 and 2008. The capitalized income was discounted to reflect a downward adjustment in the market for the prior three years. At that time it was the best market data available.

The proposed 25-acre lease is located on MCWRA land on the south side of Nacimiento Reservoir on Snake Creek adjacent to property owned by Heritage Ranch. Heritage Ranch has leased the property from the Monterey County Water Resource Agency for the last four years and seeks to renew the lease for continued use of the property. The lease fee will be adjusted annually by the Cost

of Living index over the term of the lease.

The Major points of the lease are:

- HROA may use the Property for mooring of HROA owned slips, day beaching and picnicking, and overflow parking. Notwithstanding the preceding, parking shall not be allowed within twenty (20) feet of any oak tree. The Property shall be closed between the hours of 10:00 pm and 6:00 am. No overnight parking shall be allowed during the hours the Property is closed. No docks that are not owned by HROA shall be allowed on the Property. All HROA Marina Rules shall apply to the Property.
- HROA may not erect any permanent structures or improvements on the Property without the prior written consent of MCWRA. HROA shall not cut, and shall not allow the cutting, of any timber without the prior written consent of the MCWRA. HROA shall not remove or place any soil, sand or gravel from/on the subject property without the prior written consent of the MCWRA.
- Any HROA member or member of the public may be ordered to leave the Property by any peace officer, Monterey County Park employee, or MCWRA employee, for violation of any park rule, policy, County, State, or Federal law, or any provision of this Agreement. Persons ordered to leave the Property under this provision shall not be allowed to return onto the Property for a period of at least seven days. MCWRA may increase the time prior to return at its sole discretion.

<b>FINANCIAL IMPACT:</b>	<b>YES ( X )</b>	<b>NO ( )</b>
<b>FUNDING SOURCE:</b>	Fund 116	
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>ATTACHMENTS:</b>	1. Board Order 2. HROA Lease Agreement 3. Location Map of the Lease Property.	
<b>APPROVED:</b>	<hr/>	
	<b>Interim General Manager</b>	<b>Date</b>



*Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California*

BOARD ORDER No. \_\_\_\_\_

**RENEW A LEASE AGREEMENT WITH A ONE-YEAR TERM )  
WITH THE HERITAGE RANCH OWNERS ASSOCIATION )  
(HROA) FOR 25 ACRES OF LAKEFRONT PROPERTY )**

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried by those members present, the Board of Directors hereby:

Renew a lease agreement with a one-year term with the Heritage Ranch Owners Association (HROA) for 25 acres of lakefront property.

PASSED AND ADOPTED on this 27<sup>th</sup> day of April 2015, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
BY: Claude Hoover, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: David E. Chardavoyne  
General Manager



## REAL PROPERTY LEASE AGREEMENT

### 1. Parties.

The parties to this REAL PROPERTY LEASE ("AGREEMENT") are the Monterey County Water Resources Agency ("MCWRA"), Lessor, and Heritage Ranch Owners Association ("HROA"), Lessee.

### 2. Property Leased.

The property subject to this Agreement is that portion of Lake Nacimiento and adjacent undeveloped real property outlined and described in Exhibit "A", as prepared by Ken Kellam, RCE 10956, dated July 20, 1988, attached hereto and incorporated herein. The property that is subject to this lease is referred to hereinafter as the "Property". The lease property is 25 acres.

### 3. Term of Lease.

It is intended by the parties that this lease shall be consecutive with the prior lease between the parties. Therefore, the term of this lease shall commence on July 1, 2015. In the event this lease is approved and executed subsequent to July 1, 2015 its term shall be effective *nun pro tunc*. The lease shall, as qualified below, terminate on June 30, 2016.

Although not a condition of this Agreement, the parties intend to enter into a long-term Agreement regarding the Property. It is the intent of the parties that such Agreement will supersede this Agreement prior to the termination date of June 30, 2016. In the event that another Agreement of the parties is not made prior to the termination date of this Agreement then this Agreement will terminate as set forth above.

### 4. Rent.

For the first year of this Agreement HROA shall pay MCWRA, monthly, the sum of \$2,552.50. The payments shall commence on the first day of the month following the month this Agreement becomes fully approved and executed and shall continue to be paid on the first day of each month, thereafter. The first rent payment will, in addition to the payment for the current month, include monthly payments for any month or portion of a month between July 1, 2015 and the date monthly rental payments under this lease commence. The payment is to be made by HROA by check payable to the Monterey County Water Resources Agency, delivered in accordance with instructions by MCWRA. A five percent of the monthly rent late payment penalty will accrue on any payment not made by HROA within 15 days of the first of the month and shall be paid as part of the following month's rent payment.

Adjusted rent. At the end of each one-year pay period of the Lease Term or any one-year period on any Extended Term, the monthly base rent shall be adjusted to reflect any increase in the Cost of Living Indexes for all urban consumers for the San Francisco-



Oakland-San Jose area. The monthly base rent shall be increased at the end of each year by the percentage increase in said index in the (12) calendar month period preceding such adjustment, based on the most recent publications of the index prior to the adjustment rate.

**5. Notices.**

All notices, correspondence, or other written communication related to this Agreement shall be sent to the following:

HROA:

General Manager  
Heritage Ranch Owners Association  
3945 Heritage Road  
Paso Robles, California 93446

MCWRA:

David Chardavoigne  
General Manager  
Monterey County Water Resources Agency  
893 Blanco Circle  
Salinas, CA 93901

The parties may rely upon any representation made by the contact listed above to be within the authority of that contact, and made with the requisite authorization of the respective entity.

**6. Use of the Property.**

Subject to the following, HROA may use the Property for mooring on HROA owned slips, day beaching and picnicking, and overflow parking.

Notwithstanding the preceding, parking shall not be allowed within twenty (20) feet of any oak tree.

The Property shall be closed between the hours of 10:00 pm and 6:00 am. No overnight parking shall be allowed during the hours the Property is closed,

No docks that are not owned by HROA shall be allowed on the Property.

All HROA Marina Rules shall apply to the Property. A copy of the HROA Marina rules is attached as Exhibit "A" and incorporated by reference.

HROA may not erect any permanent structures or improvements on the Property without the prior written consent of MCWRA. HROA shall not cut, and shall not allow the cutting, of any timber without the prior written consent of the MCWRA. HROA shall

not remove or place soil, sand, rocks or gravel to or from the subject property without the prior written consent of the MCWRA.

Any HROA member or member of the public may be ordered to leave the Property by any peace officer, Monterey County Park's employee, or MCWRA employee, for violation of any park rule, policy, County, State, or Federal law, or any provision of this Agreement. Persons ordered to leave the Property under this provision shall not be allowed to return onto the Property for a period of at least seven days. MCWRA may increase the time prior to return at its sole discretion.

**7. Maintenance of Leased Property.**

HROA shall operate and maintain the property in a clean and orderly manner, and in compliance with all applicable laws, ordinances and regulations, and in compliance with the governing documents of HROA. HROA shall inform MCWRA in writing within 30 days of the effective date of this Agreement of its plans for controlling and removing litter and trash and of its restroom management and maintenance policies.

MCWRA shall not have any obligation, during the term of this Agreement, to repair, restore, or maintain the subject property, except as to any damage caused to the property by intentional or negligent conduct of MCWRA.

**8. Right to Enter.**

MCWRA shall, at all times during the term of this Agreement, have the right to enter upon and inspect the property for any purpose, including, but not limited to, assuring that the obligations of HROA, including those set forth in Paragraphs 6 and 7, above, are met.

HROA agrees that MCWRA employees, Monterey County Park's employees, and any County, State, or Federal peace officer may enter the Property at any time to routinely patrol the property, investigate any crime, or for any other lawful purpose related to the monitoring of lawful uses of the Property.

**9. Invasive Species Inspection and Control Measures**

HROA shall continue to work with both San Luis Obispo and Monterey Counties to protect Lake Nacimiento from the spread of invasive species. To that end, HROA has established and will continue to implement an Invasive Mussel Inspection Plan which is attached hereto as Exhibit B and incorporated by reference.

**10. Insurance.**

HROA shall, at all times during the term of this Agreement, maintain general liability insurance of at least \$2,000,000 per occurrence or if HROA requires aggregate no less than \$5,000,000 and property damage insurance of at least \$250,000. HROA

must also carry Auto liability of \$1,000,000 combined single limit. Such insurance shall name the MCWRA as an additional insured and is expressly intended to provide MCWRA with protection from third party property damage and bodily injury claims, and damage to MCWRA property, arising out of the use of the property. HROA shall provide proof of such insurance to the MCWRA upon MCWRA's request.

#### **11. Indemnification.**

HROA shall indemnify, defend, and hold harmless the MCWRA, the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting from the following:

- 1) boats or other water vehicles sinking in the lake;
- 2) boats or other water vehicles catching fire on the lake or on shore; and
- 3) oil, gasoline, other fuel or contaminant, or any hazardous material spill or contamination on land or in the lake.

HROA shall indemnify, defend, and hold harmless the MCWRA, the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the HROA's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the MCWRA. HROA's performance" includes HROA's action or inaction and the action or inaction of HROA's officers, employees, agents and subcontractors.

#### **12. Condition of the Leased Property.**

HROA acknowledges that it has inspected the subject property and knows its condition and further acknowledges that the MCWRA has not, and does not, make any representation or warranty regarding the condition of the subject property.

At the termination of HROA's tenancy HROA shall remove any personal property from the property and, to the greatest extent practical, return the property to the MCWRA in the same condition as exists at the effective date of this Agreement.

#### **13. No Assignment.**

HROA has no right to assign this Agreement to any party or entity, or in any manner sublease, transfer, or in any manner encumber, the subject property, without the prior written consent of the MCWRA.

**14. Default Remedies.**

In the event that HROA defaults under any provision of this Agreement the MCWRA may, if such default is not cured within 30 days following written notice given by the MCWRA to HROA, elect to terminate this Agreement. Such termination is effective upon the expiration of the 30 day cure period and a written "notice" of election to terminate" being served upon HROA by the MCWRA.

Such election to terminate in no way absolves HROA from any obligations under this Agreement, including the payment of any rent then owing, or the obligation to return the property in substantially similar condition to that at the effective date of this Agreement.

**15. Disputes.**

Any dispute between the parties relative to this Agreement shall be resolved by mediation or arbitration as agreed to by the parties. If the parties fail to agree as to a method of alternative dispute resolution the dispute shall be referred to the American Arbitration Association for binding arbitration pursuant to the rules adopted by the Association. The parties will share equally the cost of any such dispute resolution.

In the event a civil action is brought by either party the prevailing party will be entitled, in addition to any award of the court, to its costs and reasonable attorneys' fees incurred in pursuing the action.

**16. Miscellaneous Matters.**

This Agreement shall be construed in accordance with the laws of the State of California.

The captions of this Agreement are for identification purposes and shall not influence the interpretation of this Agreement.

This Agreement reflects the entire Agreement of the parties and shall not be modified except by subsequent written Agreement duly executed by authorized representatives of the parties.

Time is of the essence regarding each provision of this Agreement.

The unenforceability, illegality, or invalidity of any provision of this Agreement shall not render the remainder of the Agreement unenforceable, illegal, or invalid.

The parties agree that they have been afforded an opportunity to have this Agreement reviewed by counsel of their choice. In interpreting this Agreement there shall be no presumption based upon the authorship of this Agreement.

By signing this Agreement below, the signatories represent that they have obtained the necessary approval of the governing board of the party and that they are authorized to sign this Agreement on its behalf, and thereby bind the party to this Agreement.

Dated:

Dated:

Monterey County Water Resources Agency

Heritage Ranch Owners Association

---

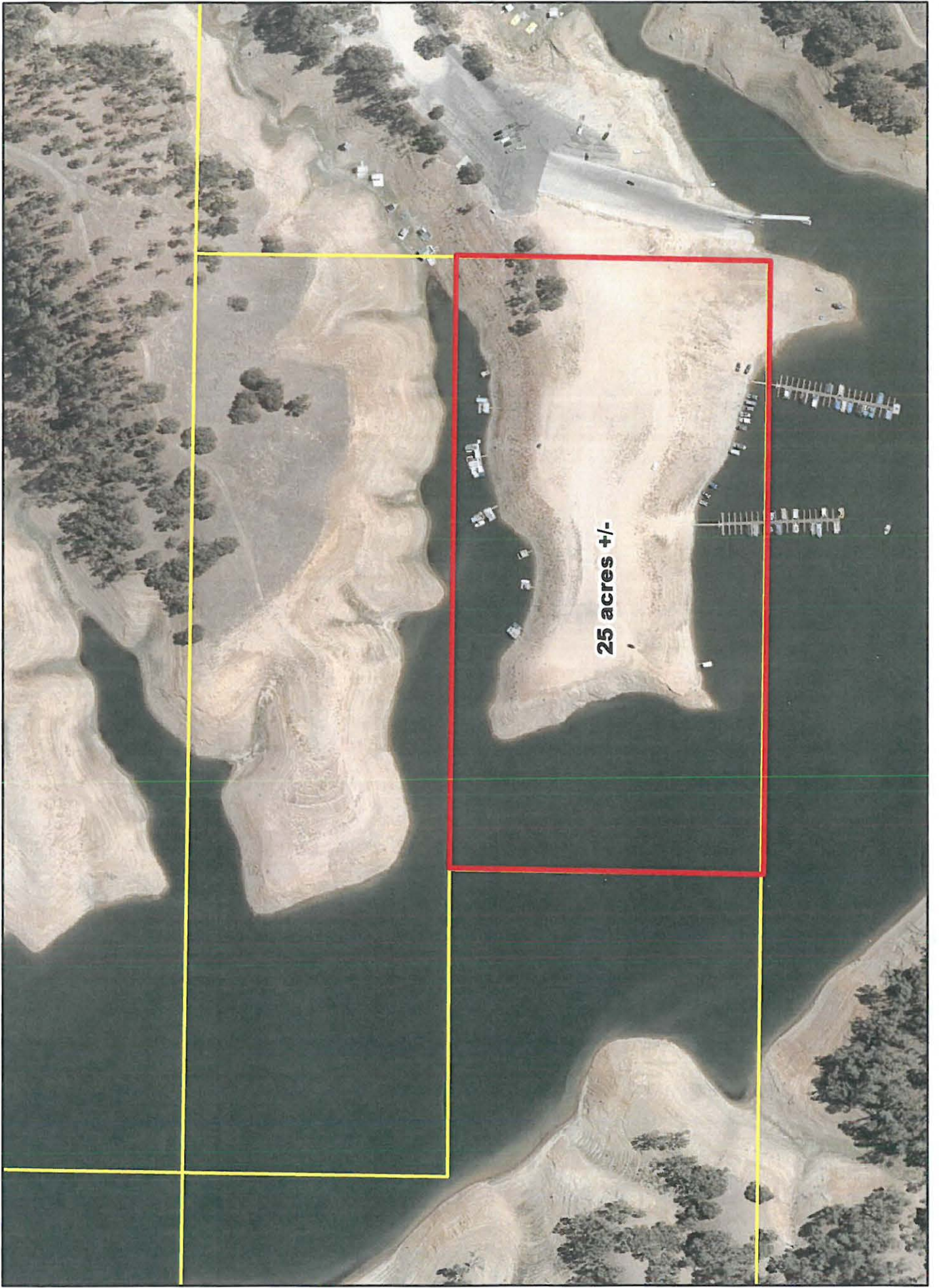
---

LESSOR

LESSEE

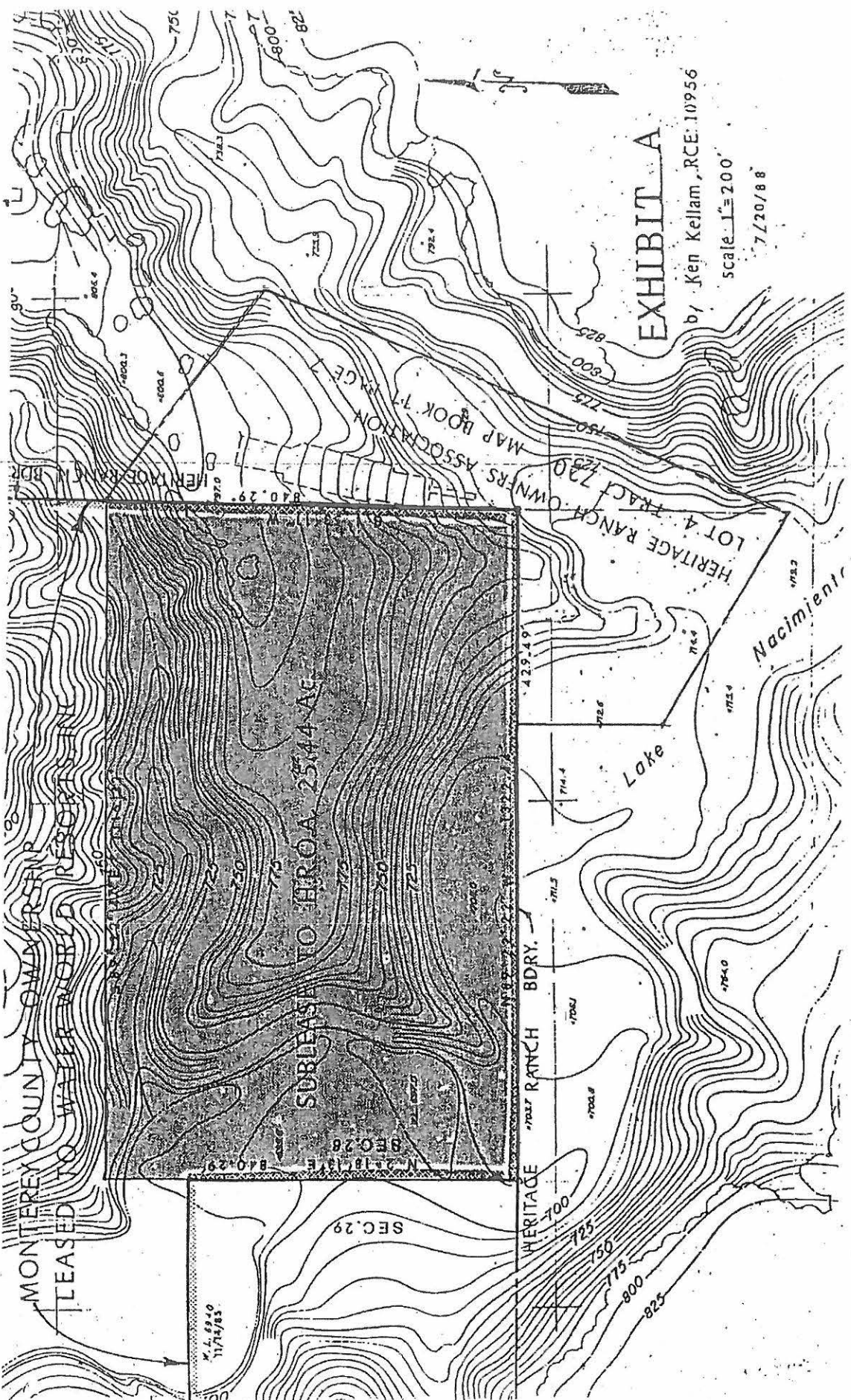


# HROA Lease Area



25 acres +/-





# EXHIBIT A

by Ken Kellam, RCE:10956

scale 1"=200'

7/20/88

MONTEREY COUNTY OWNER  
LEASED TO WATER WORLD RESORTS

SUBLEASE TO HROA 2544 AC

SEC. 29

HERITAGE RANCH BDRY.

528  
525  
500  
775  
521

Lake

Nacimiento

LOT 4 TRACT 720  
HERITAGE RANCH

MAP BOOK PAGE  
HERITAGE RANCH OWNERS ASSOCIATION

REC. 28  
11/10/87  
840.29

M.L. 8840  
11/15/83

**MONTEREY COUNTY WATER RESOURCES AGENCY  
BOARD OF DIRECTORS - PERSONNEL AND ADMINISTRATION COMMITTEE**

<b>MEETING DATE:</b>	April 10, 2015	<b>AGENDA ITEM:</b>	
<b>AGENDA TITLE:</b>	Consider approving and recommending that the Monterey County Water Resources Agency Board of Directors adopt an Agency Student Internship Program Policy.		
<b>Consent ( )</b>		<b>Action ( X )</b>	
<b>Information ( )</b>			
<b>SUBMITTED BY:</b>	Tamara Voss	<b>PREPARED BY:</b>	Tamara Voss
<b>PHONE:</b>	755-8914	<b>PHONE:</b>	755-8914
<b>DEADLINE FOR BOARD ACTION:</b>		April 27, 2015	

**RECOMMENDED BOARD ACTION:**

Approve and recommend that the Monterey County Water Resources Agency Board of Directors adopt an Agency Student Internship Program Policy.

**SUMMARY/ DISCUSSION:**

The Monterey County Water Resources Agency is faced with a revenue deficit of approximately \$1.5 million for FY 2015-16. The Agency's Water Quality programs have little to no revenue streams and an Agency Student Intern Program with Universities, Colleges, and Non-profits entities provides the Agency with cost savings opportunities. Water Quality activities include ground water monitoring in the Salinas Valley Basin, collating extraction data from wells, preparation of annual summary reports, surface water monitoring to meet facility permit regulations (SVWP), and assistance with other Agency program activities. The Agency Student Internship Program is a win-win solution for all parties involved and now is the perfect time to leverage this abundant resource of knowledge or lose valuable work that the Agency has sustained over time.

**OTHER AGENCY INVOLVEMENT:**

The Agency Student Internship Program is mirrored from the Monterey County Student Internship dated July 1, 2008 and adopted by the BOS on July 22, 2008.

**FINANCING:**

The Agency Student Internship Program will reduce water quality labor hours in Funds: 113, 114, 115, 116, and 134.

<b>FINANCIAL IMPACT:</b>	<b>YES ( X )</b>	<b>NO ( )</b>
<b>FUNDING SOURCE:</b>	(Funds 113, 114, 115, 116, 134)	
<b>COMMITTEE REVIEW AND</b>		



<b>RECOMMENDATION:</b>	
<b>ATTACHMENTS:</b>	1. Agency Student Internship Policy Draft
<b>APPROVED:</b>	<hr/> <b>General Manager</b> <b>Date</b>



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

BOARD ORDER No. \_\_\_\_\_

**ADOPT AN AGENCY STUDENT INTERNSHIP PROGRAM POLICY )**

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried by those members present, the Board of Directors hereby:

1. Adopts an Agency Student Internship Program Policy.

PASSED AND ADOPTED on this 27<sup>th</sup> day of April 2015, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
BY: Claude Hoover, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: David E. Chardavoyne  
General Manager

## The Monterey County Water Resources Agency Student Internship Program Policies and Procedures

### I. PROGRAM MISSION

#### Mission Statement

*Our mission is to provide internships that enhance students' educational objectives, strengthen career awareness, and promote public service for the Monterey County Water Resources Agency (Agency).*

The three primary benefits gained from the Student Internship Program include:

- Promote student awareness about the diversity of Agency careers.
- Enhance the education and training of the local student population.
- Augment a wide range of Agency services at cost savings.

### II. PROGRAM STRUCTURE AND DEVELOPMENT

All student intern job descriptions will be developed with the following criteria in mind:

- Student internships will support the mutual benefit of Agency needs and student goals.
- Various student internship assignments will range from simple clerical to mid-level projects, or complex research and analysis.
- Student internship duties will augment and support rather than replace duties of regular employees.
- Student internships must provide necessary in-service, supervision, and working environment to support student success and project completion.
- Student internship project descriptions will clearly define duties, training, supervision, objectives, and time commitment of the internship to ensure quality control.
- Student internship job descriptions will be for short-term projects.

### III. EXAMPLES OF DUTIES

- Perform tasks to support project work that may include use of Access, Excel, MS Word, ArcGIS, electronic or hard copy filing, or other business office tasks for projects.
- Provide Internet research and analysis for report writing.
- Work in the field with or without direct supervision for data or sample collection.
- Work under supervision for data analysis and report writing.
- Work alongside Agency employees in a variety of job functions and assignments to gain career insight and/or work experience.

### IV. STUDENT INTERN DEFINITION AND QUALIFICATIONS

A student intern is defined as a paid or unpaid student worker who is currently enrolled in an accredited school, college, or university.

- Students who are not currently enrolled may qualify if the internship meets requirements for an educational program, certificate, or license.
- Other non-enrolled students may also qualify if the internship is for specific career related exposure or work experience that supports an educational goal.
- There is no minimum number of units a student must be enrolled in as long as one of the above criteria applies.
- All student interns, paid or unpaid, are considered "at-will," short-term, non-continuous student workers with no grievance rights, benefits, or guarantees of regular employment with the Agency or County of Monterey. Student interns may be terminated with or without cause.
- The established minimum age for a student intern will be 17.
- Student interns may be rehired into a previous internship (for summer or winter breaks), but shall not be rehired more than four times.
- Under current PERS regulations, student interns are exempt from PERS membership. However, paid student interns shall not be allowed to work in excess of 960 hours in a consecutive 12-month period or 30 hours per week to ensure they do not surpass the threshold for PERS membership should the student intern exemption be eliminated in the future.
- The term "internship" for the purposes of the Agency defines a diverse array of various short-term, non-continuous project assignments. An internship may be used to describe both formalized, post-graduate internships directly tied to a student's curriculum for school credit, as well as less formalized assignments that enhance education and career exposure without being tied to a curriculum requirement.
- Student internships may be paid or unpaid based on department budget, time commitment, or complexity of assignment.
- All student hours worked will be tracked by the Agency's Accounting department.
- Regular County of Monterey employees must meet special criteria to apply for student internships to ensure compliance with current Labor Laws.

## V. STUDENT INTERN RECRUITMENT PROCESS

All recruitment of student interns will be coordinated and managed by the Division/Section seeking the student intern.

- The Agency Student Internship Program will utilize its own web page for information dissemination.
- Agency student intern applications will be available on the Agency web site.

## VI. STUDENT INTERN JOB CLASSES

There will be one student intern job class with a pay range between \$10.00 and \$20.00 per hour. This broadband range will allow departments to compensate according to the complexity of the student internship assignment while also addressing the department's budget restrictions. Student interns are not eligible for benefits. Student intern compensation levels are broken into three categories:

- Level I (simple assignments with constant supervision)

- Level II (mid-level assignments with minimal supervision)
- Level III (complex assignments with little or no supervision)

## **VII. RISK MANAGEMENT, INSURANCE, MOU'S, BACKGROUND CHECKS, AND PHYSICALS**

### A. Workers' Compensation:

Unpaid Student Interns: Unpaid student interns will be given the same treatment as other County of Monterey "volunteers" as outlined in the current County of Monterey Volunteer Accident/Medical Expense Program.

Paid Student Interns: Paid student interns' job related injuries or illnesses that arise out of or occur during the performance of a paid student intern's job duties for the Agency must be reported immediately to the intern's supervisor and handled like any other Agency employee claim. Paid student interns are covered by workers' compensation like any other temporary employee.

### B. Auto Accident & Injury Coverage:

Should a student intern drive a County vehicle for work related duties, it will be necessary to obtain proof of a valid California Drivers' License and a California Department of Motor Vehicles check performed at the department level. If a student intern will be driving a personal vehicle for County work related duties, it will be necessary to also obtain proof of appropriate auto insurance for the vehicle and be subject to the California Department of Motor Vehicles check, performed at the department level. It will also be necessary to advise the student intern that his/her automobile insurance will provide primary coverage in the event of an accident and any deductible will be their personal responsibility. At all times, student interns must be in compliance with the County of Monterey Vehicle Use Policy.

### C. Background Checks:

Each student internship project description will be initially evaluated for the need for background checks. If the student intern will be in contact with highly sensitive or confidential information a background check may be required before hiring an intern.

### D. Physical Examinations:

Physical examinations may not be necessary for the majority of student internships, but may apply in the following cases:

- When the student intern job description requires extensive field work, lifting, or other physical requirement
- Or as mandated by law.