

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS
RESERVOIR OPERATIONS ADVISORY COMMITTEE**

COMMITTEE MEMBERS

David Hart, Chair
Richard Ortiz
Ken Ekelund
Glen Dupree
John Ballie
Benny Jefferson
Michael Tozzi

Kevin Piercy
Eric Morgan
Bill Lipe
Mark Sandoval
Dean Benedix
Mark Nielsen

TIME: 1:30 p.m.
DATE: Thursday, April 27, 2017
PLACE: Monterey County Water Resources Agency
Board Room
893 Blanco Circle
Salinas, CA 93901

AGENDA

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 Reservoir Operations Committee Meeting held on March 30, 2017**
The Committee will consider approval of the minutes of the above-mentioned meeting (Attachment 1).
4. **Review the status of both reservoirs and current releases**
Staff will present a summary of current conditions at both reservoirs, as well as provide a synopsis of release changes that have occurred since the last meeting (Attachments 2, 2a, 3, 3a).
5. **Consider recommending that the Monterey County Water Resources Agency Board of Directors adopts a release schedule for Nacimiento and San Antonio reservoirs for 2017**

The proposed reservoir release schedule (Attachment 4) for the 2017 release season will be discussed and evaluated. The Committee will review the schedule and develop a motion for the Agency Board of Directors.

6. **Status of the Operations Policy Manual for San Antonio and Nacimiento Reservoirs**
Staff will report on the work being done to update the San Antonio and Nacimiento Reservoirs Operations Policy manual.
7. **Report regarding Operations and Maintenance activities at the Reservoirs**
Staff will present a verbal report discussing the Operations and Maintenance activities at both reservoirs over the last month.
8. **Report regarding Interlake Tunnel Project**
Staff will report on current activities regarding the Interlake Tunnel Project.
9. **Report on the work being done by the Grazing Lease Subcommittee**
Staff will report on the review work being done by the Grazing Lease Subcommittee to update the agreement documents to be used to lease Agency-owned land around the reservoirs. A Draft Standard Lease Agreement will be discussed (Attachment 5).
10. **Status reports on:**
 - A. **Lake recreation by Concessionaire and Parks Department**
 - B. **Easements and Agency Leases**
 - C. **Quagga / Zebra Mussel Plan**
 - D. **San Luis Obispo County Activities**
 - E. **National Marine Fisheries Service**
 - F. **Cloud Seeding**
 - G. **Legislative items**
11. **Set next meeting date and discuss future Agenda items**
The Committee will discuss and determine details for its next meeting.
12. **Adjournment**

Attachments: Fish consumption advisory for San Antonio Reservoir (Attachment 6)
Assembly Bill 1587 - Invasive species: dreissenid mussels (Attachment 7)

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS
RESERVOIR OPERATIONS ADVISORY COMMITTEE**

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Mark Nielsen

TIME: 1:30 PM
DATE: Thursday, March 30, 2017
PLACE: Monterey County Water Resources Agency
Board Room
890 Blanco Circle
Salinas, CA 93901
(831) 755-4860

MINUTES

1. **Call to Order at 1:30 P.M. by Chair David Hart and a quorum was established.**
Members present: Hart, Ortiz, Ekelund, Dupree, Sandoval, Baillie, Jefferson, Piercy, Morgan, Lipe, Capps (representing NRWMAC), and Benedix
Members absent: Tozzi

Joel Casagrande, NOAA National Marine Fisheries Service (NMFS), participated in the meeting via Conference Call.
2. **Public Comments: Nancy Isakson, Salinas Valley Water Coalition**
3. **Approve the Minutes of the Reservoir Operations Committee Meeting held on February 23, 2017.**
ACTION: On motion and second of Committee members Ekelund and Ortiz, the Committee approved the minutes with a correction to include Glen Dupree (who was present) and not Mark Gonzalez as a member.
VOTE: Motion carried unanimously by those members present.
ABSTAIN: Mark Sandoval
4. **Introduction of new members of the Monterey County Water Resources Agency Reservoir Operations Advisory Committee**

Chair Dave Hart reported on this item.

5. **Review the status of both reservoirs; review releases and release schedule**
Jason Demers, Hydrologist, reported on this item.
6. **Status of the Operations Policy Manual for San Antonio and Nacimiento Reservoirs**
Germán Criollo reported on this item.
7. **Report regarding Operations and Maintenance activities at the Reservoirs**
Germán Criollo, Associate Hydrologist, reported on this item.
8. **Report regarding Interlake Tunnel Project**
Dave Chardavoyne, General Manager reported on this item.

Public Comment: Nancy Isakson

9. **Report on the work being done by the Grazing Lease Subcommittee**
David Hart reported on this item.
10. **Receive status reports on:**
 - A. **Lake Recreation by Concessionaire and Parks Department**
Mark Sandoval reported on this item.
 - B. **Easement and Agency Leases**
No report on this item.
 - C. **Quagga / Zebra Mussel Plan**
Dean Benedix reported on this item.
 - D. **San Luis Obispo County Activities**
Dean Benedix, SLO Public Works, reported on this item.
 - E. **National Marine Fisheries Service**
Joel Casagrande reported on this item.
 - F. **Cloud Seeding**
Germán Criollo and Dean Benedix reported on this item.
11. **Set next meeting date and discuss future Agenda items**
The next meeting is scheduled for Thursday April 27, 2017. Items suggested include legislative updates, increasing San Antonio minimum releases, and a presentation from a beaver expert.
12. **Adjournment by Chair David Hart at 3:10 P.M.**

SUBMITTED BY: TERESA CAMPA

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS – RESERVOIR OPERATIONS ADVISORY COMMITTEE**

| | | |
|---|----------------|---------------------|
| MEETING DATE: | April 27, 2017 | AGENDA ITEM: |
| Consent () Action () Information (X) | | |
| DEADLINE FOR BOARD ACTION: | April 27, 2017 | |

..Title

Reservoir Release Update

..Report

RECOMMENDATION:

None – item presented for informational purposes.

SUMMARY/DISCUSSION:

The Reservoir Operations Advisory Committee receives monthly updates on the status of Agency reservoirs.

RESERVOIR ELEVATION / STORAGE: As of April 18, 2017, San Antonio Reservoir is at an elevation of approximately 747.3 feet mean sea level (msl), 186,445 acre-feet of storage. Nacimiento Reservoir is at elevation 793.4 feet msl, 341,210 acre-feet of storage. San Antonio Reservoir is currently at 56% of storage capacity and Nacimiento Reservoir is at 90% of capacity.

The Salinas River mouth opened to the ocean on January 12th as a result of sandbar management activities in response to flow from the Arroyo Seco River. As of April 19th the Salinas River lagoon remains open to the ocean.

RESERVOIR RELEASES: Reservoir releases are currently being made to maintain contiguous flow to the Salinas River Lagoon in anticipation of Salinas River Diversion Facility (SRDF) operation.

Minor fluctuations in release rates are not presented in this report but are documented in the Salinas Valley Water Project Annual Flow Reports.

Releases as of April 18, 2017:

- Nacimiento Reservoir: 350 cfs
- San Antonio Reservoir: 3 cfs

Total releases from both reservoirs to the Salinas River are approximately 353 cfs. The following “provisional” flows have been recorded by the USGS:

- Salinas River near Spreckels: 257 cfs (steady)
- Salinas River near Chualar: 377 cfs (steady)
- Salinas River at Soledad: 200 cfs (steady)
- Salinas River near Bradley: 503 cfs (steady)

OTHER AGENCY INVOLVEMENT:

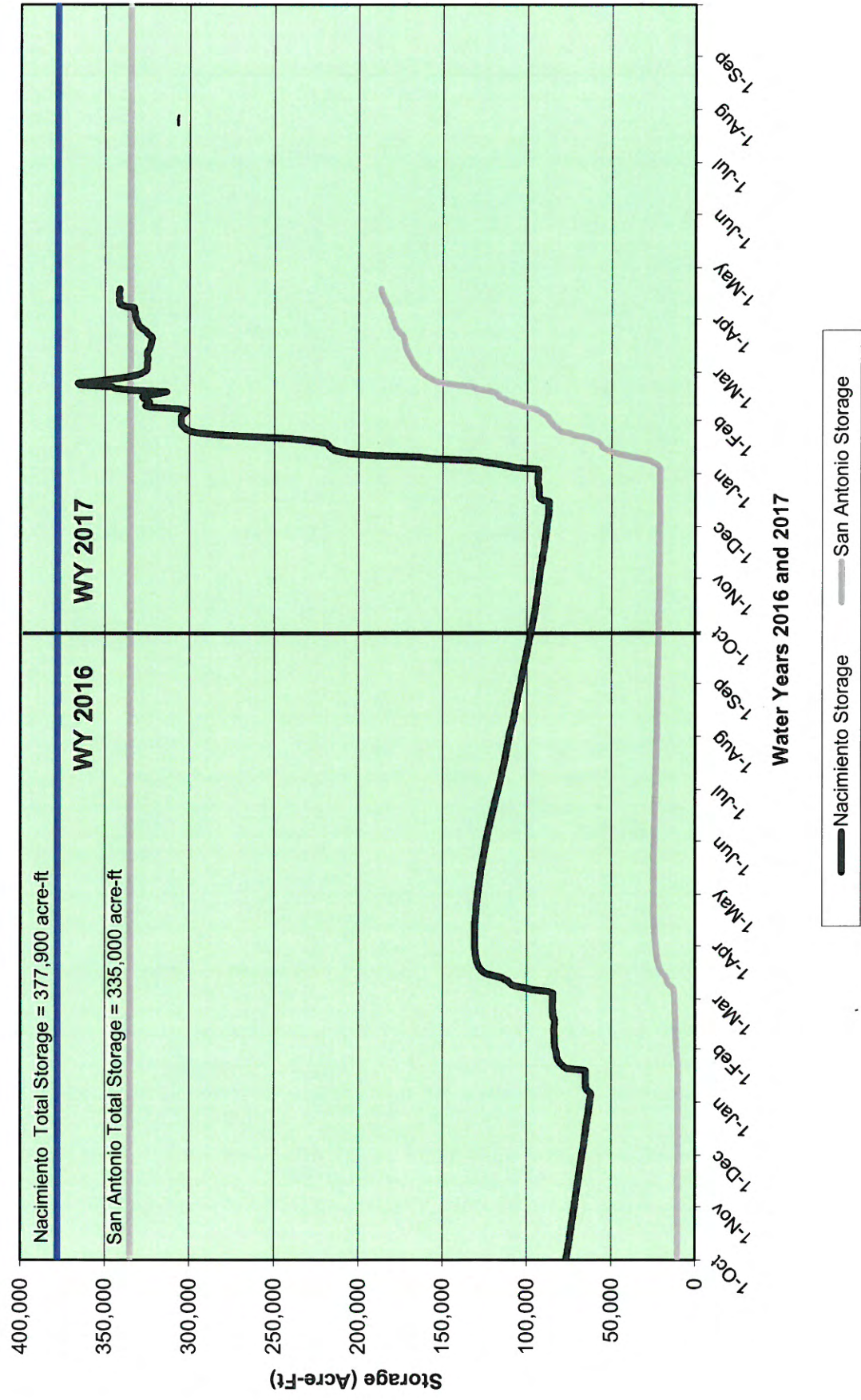
None

FINANCING:

None

Prepared by: Germán Criollo, Associate Hydrologist, (831) 755-4860
Jason Demers, Hydrologist, (831) 755-4860

Reservoir Storage



MONTEREY COUNTY WATER RESOURCES AGENCY

PRELIMINARY - Estimated Elevation/Storage/NWP Diversions; after April 1st

4/18/2017

| | NACIMIENTO | | | | | | | | | | SAN ANTONIO | | | | |
|-----------------|--------------------------|---------------------------|------------------------|---------------------------|----------------------------|--------------------|------------------------|-----------------|--------------|------------------------|---------------------------|----------------------------|-----------------|--------------|--|
| | Combined Releases (cfs)* | Combined Releases (ac-ft) | Evap. Losses (ac-ft)** | Reservoir Releases (cfs)* | Reservoir Releases (ac-ft) | NWP Orders (ac-ft) | NWP Diversions (ac-ft) | Storage (ac-ft) | Elev. (ft) | Evap. Losses (ac-ft)** | Reservoir Releases (cfs)* | Reservoir Releases (ac-ft) | Storage (ac-ft) | Elev. (ft) | |
| 1/1/2017 | 159 | 9,804 | 494 | 156 | 9,620 | 386 | 330 | 93,275 | 730.5 | 161 | 3 | 184 | 21,150 | 663.4 | |
| 2/1/2017 | 3,403 | 189,022 | 566 | 3,400 | 188,855 | 760 | 101 | 305,178 | 786.6 | 404 | 3 | 167 | 87,205 | 712.7 | |
| 3/1/2017 | 320 | 19,706 | 1,161 | 317 | 19,522 | 784 | 332 | 326,230 | 790.6 | 747 | 3 | 184 | 162,993 | 740.6 | |
| 4/1/2017 | 303 | 18,028 | 1,662 | 300 | 17,850 | 881 | | 331,828 | 791.7 | 1,143 | 3 | 179 | 179,848 | 745.5 | |
| 5/1/2017 | 479 | 29,445 | 2,377 | 408 | 25,091 | 2,012 | | 330,313 | 791.4 | 1,689 | 71 | 4,354 | 185,808 | 747.1 | |
| 6/1/2017 | 582 | 34,612 | 3,097 | 397 | 23,604 | 2,206 | | 300,815 | 785.7 | 2,209 | 185 | 11,008 | 179,747 | 745.4 | |
| 7/1/2017 | 627 | 38,579 | 3,171 | 384 | 23,604 | 2,221 | | 271,881 | 779.8 | 2,244 | 244 | 14,975 | 166,505 | 741.6 | |
| 8/1/2017 | 650 | 39,968 | 2,839 | 400 | 24,595 | 2,221 | | 242,853 | 773.5 | 1,931 | 250 | 15,372 | 149,254 | 736.3 | |
| 9/1/2017 | 605 | 36,001 | 2,206 | 392 | 23,306 | 2,106 | | 213,164 | 766.6 | 1,469 | 213 | 12,694 | 131,922 | 730.5 | |
| 10/1/2017 | 415 | 25,547 | 1,472 | 347 | 21,352 | | | 185,519 | 759.6 | 978 | 68 | 4,195 | 117,731 | 725.4 | |
| 11/1/2017 | 63 | 3,749 | 726 | 60 | 3,570 | | | 161,483 | 753.1 | 516 | 3 | 179 | 112,537 | 723.5 | |
| 12/1/2017 | 63 | 3,874 | 442 | 60 | 3,689 | | | 156,543 | 751.6 | 317 | 3 | 184 | 111,832 | 723.2 | |
| 1/1/2018 | | | | | | | | 152,050 | 750.3 | | | | 111,323 | 723.0 | |
| TOTALS: | | 448,334 | 20,213 | 384,658 | 13,576 | 763 | | | | 13,808 | | 63,676 | | | |

* Mean daily flow for the month in cubic feet per second.

** Future Evap. Losses estimated from long term pan evaporation data at Nacimiento and San Antonio Reservoirs and replaced with calculated values once available.

NOTES:

- Nacimiento Reservoir storage capacity 377,900 acre feet.
- San Antonio Reservoir storage capacity 335,000 acre feet.
- Reservoir Operations Committee may make release considerations for fish spawn and holiday periods to benefit recreation.
- Shaded areas represent periods when elevations are influenced by inflow/runoff; releases may include flood control releases.
- Preliminary Schedule assumes no inflow to reservoirs after May 1st.
- "NWP Diversions" are San Luis Obispo County - Nacimiento Water Project conveyance facilities diversions. Max. allowable diversions for water year (Oct. 1 - Sept. 30) are 15,750 ac-ft. To Be Reported (TBR)
- NACIMIENTO "NWP Diversions" do not include lakeside water use which is estimated at approximately 1,750 acre feet per year.

MONTEREY COUNTY WATER RESOURCES AGENCY

STANDARD LEASE AGREEMENT (General / Recreational)



| | |
|------------------|------------------------|
| LEASED PREMISES: | APN-XXX-XXX-XXX |
| LESSEE: | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |

**MONTEREY COUNTY WATER RESOURCES AGENCY
STANDARD LEASE AGREEMENT
(General / Recreational)**

PREAMBLE

THIS Lease ("Lease") is made by and between the MONTEREY COUNTY WATER RESOURCES AGENCY, a public agency created pursuant to the Monterey County Water Resources Agency Act (Cal. Water Code, Appendix Chap. 52) ("LESSOR") and LESSEE , a(n) _____ ("LESSEE"). LESSOR and LESSEE hereby agree as follows:

ARTICLE 1 - PREMISES

1.1 **Description:** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at ___ APN-XXX-XXX-XXX ___ (the "Lease Site") and described as follows:

[Insert more detailed description of property here]. The lease property is _____ acres.

1.2 **Compliance with the "Americans with Disabilities Act of 1990" (ADA):** If applicable, LESSEE shall ensure that the Premises are in compliance with the Americans with Disabilities Act of 1990 ("ADA"), as amended, and, if necessary, prior to the Commencement Date, shall modify the Premises to comply with the Act and the regulations promulgated to implement the ADA requirement.

1.3 **Common Areas:** If applicable, LESSEE shall also have the non-exclusive right to use at all times, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: Common pedestrian entrances, lobbies, corridors, hallways, elevators, stairways and access ways, loading and unloading areas, public rest rooms, common walkways and sidewalks necessary for access to the Premises, and any other public or common areas located within or appurtenant to the Building (collectively, the "Common Areas").

1.4 **Parking Areas:** LESSEE shall be provided _____ (_____) **exclusive** and _____ (_____) **nonexclusive** parking spaces in the parking area adjacent to the Leased Site, in which the Premises are a part of, at no cost to LESSEE throughout the Lease Term (defined below). Exclusive and nonexclusive parking areas to be further designated in **Exhibit _____**, which is attached and incorporated herein. LESSEE, at LESSEE'S expense may need to post

parking signage if deemed necessary for LESSEE’S use of the Premises.

1.5 **Compliance with “No Smoking Law” (2003 Assembly Bill 846):** If and as applicable, LESSOR shall ensure that the Premises are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as amended, and, if necessary, prior to the Commencement Date, shall modify the same to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846.

1.6 **Items to be completed within ninety (90) days of Lease Commencement date:** Within ninety (90) days of the Lease Commencement Date, LESSEE, at LESSEE’S sole cost and expense, shall complete the following:

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

ARTICLE 2 - TERM

2.1 **Lease Term:** The term of this Lease (the "Lease Term") shall be [seven (7)] years, commencing on _____, 20__ ("Lease Commencement Date"), and ending _____, 20__, subject to the rights of termination of the Lease Term in this agreement.

2.2 **Extended term:** Upon completion of the initial Lease Term, the LESSEE may renew the Lease for one additional ____ () year term (“First Extended Term”), and upon the expiration of the First Extended Term, the LESSEE may renew the Lease for a second additional ____ () year term (“Second Extended Term”), in each case by giving LESSOR advance written notice of its intent to renew _____ () days prior to expiration of the initial Lease Term or First Extended Term, as applicable. [Said advance written notice may be modified by mutual written agreement.]

2.2.1 Extension: LESSEE requests an extension of the term of the Lease term because LESSEE wishes to negotiate a longer term, subject to LESSOR’S procurement processes.

ARTICLE 3 – RENT

3.1 **Rent:** For the first year of this Agreement LESSEE shall pay MCWRA, monthly, the sum of \$ _____. 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 _____ and _____

the date monthly rental payments under this lease commence. The payment is to be made by LESSEE by check payable to the Monterey County Water Resources Agency (MCWRA), delivered in accordance with instructions by MCWRA. A late payment penalty of _____ percent of the monthly rent will accrue on any payment not made by LESSEE within _____ days of the first of the month and shall be paid as part of the following month's rent payment.

3.1 ***Rent*** (Grazing Lease): LESSEE shall pay to LESSOR each year the amount of \$ _____. The annual rent for the first year shall be paid in full, on or before execution of this lease. The annual rent for each succeeding year shall be due and payable in advance, in full, on or before the immediately preceding July 31.

3.1.1 The rental amount is determined according to corresponding, annually-assessed San Luis Obispo County (or Monterey County) property taxes, per-acre charge and additional LESSOR administrative costs that have been calculated by the Agency Finance Department.

3.1.2 ***No rent reduction during periods of reduced grazing.*** There will be no reduction in rent during any period during which overgrazing restrictions, remedies, or protective measures are in force. It is LESSEE's responsibility to insure that good range management practices are utilized at all times, including during drought as well as during normal and wet years, so as to avoid the need for LESSOR to direct reductions in the number of animals allowed on the premises or to direct other reductions in the use of the premises. All rent obligations will remain in force, even in the event the herd is reduced to zero.

3.1.3 ***Late charges.*** LESSEE shall pay a late charge equal to 10% of the overdue amount, for rent payments and for any other payments due from LESSEE to LESSOR under this lease, for each successive 30-day period or portion thereof during which the amount due remains unpaid.

ARTICLE 4 – ANNUAL RENT ADJUSTMENT

4.1 ***Adjusted rent:*** At the end of each one-year pay period of the Lease 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.

4.2 ***Continued right to use:*** In consideration of the continuing right of use, quiet enjoyment and possession of the Premises, LESSEE shall pay to LESSOR as monthly rent for the Premises the initial sum of _____ (\$ _____) (as it may be adjusted as provided in this Lease, "Monthly Rent"), payable on or before the first day of each month. Subject to the immediately following paragraph, LESSEE shall commence rental payments upon occupancy ("Rent Commencement Date"). If the Rent Commencement Date is other than the first day of a calendar month, then the Monthly Rent for that month shall be prorated on a daily basis, based on a thirty (30) day month. Monthly Rent shall be payable to LESSOR at the address specified in Article 6 or at such other address as LESSOR may from time to time designate in writing. Monthly Rent is inclusive of, among other things, LESSEE'S share of real estate taxes, assessments, insurances (Real Property and lessor's risk liability), and

Monterey Regional Water Pollution Control Agency (MRWPCA) fee for the Premises.

ARTICLE 5 - TERMINATION BY LESSOR

5.1 **Cause for Termination:** LESSOR may terminate this Lease for good cause upon sixty (60) days written notice. Good cause shall include non- payment of rent, breach of any provision of this Agreement, or breach of any rules or regulations governing the use of the Premises.

5.2 **LESSEE Obligations:** Such termination of the lease, re-entry of the premises, and/or occupation of the premises, shall not relieve LESSEE of the obligation to make all rental payments and late charges as are then due and unpaid, and shall not relieve LESSEE of the obligation to make all future rent and other payments under this lease when due.

ARTICLE 6 - NOTICES

6.1 **Written notices:** All notices or correspondence provided for herein shall be effective when made in writing, personally delivered or deposited in the United States mail, sent certified, postage prepaid, and addressed as follows:

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

LESSEE:

General Manager
[Insert Address]

LESSOR:

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

6.3 Rent payments to LESSOR shall be directed to the Agency's Finance Manager at the address listed above.

6.4 Any notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is mailed. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its own mailing address or correspondence information.

6.5 LESSOR'S designated property management representative shall be available to LESSEE by phone during regular business hours, and for emergencies after hours and weekends. LESSOR or LESSOR'S designated property management company shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in event of an emergency. **Emergency answering service phone number for LESSOR is (831) 796-1166.**

6.6 LESSEE shall be available to LESSOR, by phone during regular business hours, and for emergencies after hours and on weekends. LESSEE shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in event of an emergency. **Emergency answering service phone number for LESSEE is (XXX) XXX-XXXX.**

ARTICLE 7 –IMPROVEMENTS BY TENANT

7.1 ***Fencing:*** Fencing shall be according to specifications approved by the Agency in writing prior to commencement of construction.

7.1.1 ***Stock Fencing:*** LESSEE shall contain all stock within the premises by fences or suitable enclosures, or by providing riders. Regardless of the containment method used, LESSEE shall maintain all fences in a “stock tight” condition, and in accordance with Cal Agric. Code §17121. “Stock tight” is defined as fences or other restraints of sufficient tensile strength and durability to prevent livestock from roaming at large. Such fences may be constructed of barbed wire. Use of barbed wire is limited to the containment of livestock. Where necessary to contain stock, LESSEE shall build new fences where none presently exists and shall repair or upgrade existing fences. The location of any new fencing shall be mutually agreed upon between LESSEE and LESSOR prior to any construction. LESSEE shall provide fencing around recreational facilities where needed to prevent stock from entering said recreational facilities.

7.1.2 ***Fencing in Reservoir; No Inundation of Fencing:*** LESSEE shall provide temporary fencing extending into the water at the shore of the reservoir to prevent movement of stock between adjacent properties when the water level is receded in the reservoir. For Safety reasons, and when the water level is rising in the reservoir, LESSEE shall remove fencing before it is completely submerged. Fencing cannot extend farther than 10 feet into the water without written approval by the Agency. Any fencing in the water at any level must be identified by buoys or markers visible for a distance of 200 feet to anyone on the lake. New fencing to the maximum extent possible shall follow above the high-water mark in order to prevent stock contact with reservoir waters. Failure of LESSEE to comply with all terms of this provision shall be grounds for cancellation of this agreement.

7.2 All improvements, construction of all types shall meet or exceed construction and uniform codes of the County of Monterey or San Luis Obispo. Where applicable, or where required by the Agency, improvements and construction shall meet other applicable codes and regulations, such as the health, environmental health, operations and regulatory requirements of the United States, State of California, and County of Monterey or San Luis Obispo.

7.3 In granting approval for any construction or work, Agency may impose special standards or conditions. Digging, excavation, piling or mounding of material such as earth, and the use of heavy equipment shall be approved in writing by the Agency beforehand. Operation of machinery and equipment shall be by trained and experienced operators who are licensed and adequately insured for that purpose.

7.4 **Credit for improvements:** Certain tenant improvements are subject to limited credit. To receive an eligible credit, the tenant improvements must be approved in writing by the General Manager and the Agency Board of Directors, AND the maximum amount to be credited must be agreed-to prior to the commencement of construction. The Agency may retain up to _____ percent, or such other amount as the parties may agree, of the amount to be credited until a final inspection following termination of the lease is performed by the Agency ensuring that the tenant improvements remain on the premises and are in good condition, normal wear and tear excepted. The amount to be credited will be applied only to permanent improvements and will be calculated and spread out over the remaining time left on the tenant's lease agreement. Under no circumstances may tenant improvements be removed after installation or construction unless the General Manager authorizes removal in writing. Under no circumstances may Lessee deduct from (or take credit toward) rents any amounts due to tenant improvements. The process for seeking pre-approval for improvements, verifying completion of improvements, and seeking credit outlined in **Exhibit ____** shall be followed. 7.4.1 **LESSOR Improvements:** The LESSOR reserves the right to implement any needed maintenance and improvement projects on all Agency-owned property, at no cost to LESSEE. LESSOR will provide LESSEE with no less than thirty (30) days written notice of such improvement project(s).

ARTICLE 8 - NOTICE OF COMPLETION

If applicable, LESSEE will be responsible to insure that a properly prepared Notice of Completion is filed with the County Clerk-Recorder's Office on all construction and remodeling work performed as a result of this Lease. The Notice of Completion form is to be filed within ten (10) working days after the LESSOR and the LESSEE have concurred that the construction is complete. LESSEE shall forward a copy of the recorded Notice of Completion to LESSOR within five (5) days of recordation.

ARTICLE 9 - PUBLIC WORKS LAWS

Under Section 1720.2 of the California Labor Code, any construction contract to improve owned or leased by the MONTEREY COUNTY WATER RESOURCES AGENCY may be considered a 'public work' if certain conditions are met. If applicable, LESSEE shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices), all as amended from time to time.

ARTICLE 10 - TIME LIMIT AND PRIOR TENANCY

It shall be LESSOR'S responsibility to remove any prior LESSEE in the Premises at LESSOR'S sole cost and expense.

ARTICLE 11 - USE

11.1 **Use [Use]** : Subject to the following, LESSEE may use the Premises for mooring on LESSEE-owned slips, day beaching and picnicking, and overflow parking. Except as provided in Section 11.2, LESSEE may alter said use to any lawful purpose, upon the written consent of LESSOR, which consent shall not be unreasonably withheld.

[To be inserted in Grazing Lease:]

LESSEE will use the premises only for the grazing of stock, in conformity with the terms of this agreement. Reasonable overnight use to facilitate working with stock or to protect the premises may be permitted, provided that prior written approval is obtained from the General Manager, or designee

11.1.1 Unless specifically permitted in this agreement, LESSEE will not use nor permit the use of any of the premises for any of the following:

a. **Camping:** including any overnight occupancy, (except as otherwise permitted herein) lighting of any campfires or other activities associated with camping, including but not limited to erecting of tents, campers or other temporary structures;

b. **Sport Hunting:** Hunting for sport is strictly prohibited on the property at all times. Depredation permits from the California Department of Fish and Wildlife are required for any hunting on the property under FGC §4181 et. seq. and 14 CCR §401(a) et. seq. LESSEE must request written approval from the General Manager for permission to obtain a depredation permit prior to any submission of said permit(s) and such approval shall not be unreasonably withheld. If granted approval, LESSEE must then submit proof of a valid depredation permit from the California Department of Fish and Wildlife to the LESSOR's General Manager prior to any hunting on the property. Any hunting done on the property without LESSEE first obtaining Agency approval and submitting proof of a valid depredation permit from the California Department of Fish and Wildlife, or any violations of the terms of any depredation permit will be grounds for the immediate cancellation of this agreement ;

c. **Boating:** including but not limited to installation of any ramp, dock, slip, or other such boating launch or mooring structures on the reservoir, or any;

d. **Fishing:** unless LESSEE is given prior written approval from the General Manager, no fishing is permitted in the reservoir.

11.1.2 The discharging or shooting of any firearm, including but not limited to: rifles, handguns, pistols, crossbows, or other projectile weaponry will not be permitted on the premises at any time, for any purpose, without exception. LESSEE's failure to comply with this provision is grounds for immediate cancellation of this agreement, without further notice to LESSEE.

11.2 **Vineyards:** Notwithstanding any other provision of this Agreement, and regardless of the uses permitted under the applicable planning and zoning regulations, vineyards are not a permitted use or activity on the leased premises without the prior written approval of the General Manager.

11.3 **Parking adjacent to oak trees:** Notwithstanding any other provision of this Agreement, parking shall not be allowed within twenty (20) feet of any oak tree.

11.4 **Hours; no parking:** 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.

11.5 **Docks:** Only those docks that are owned by LESSEE shall be allowed on the Property.

11.6 **Marina Rules:** All LESSEE Marina Rules shall apply to the Property. A copy of the LESSEE Marina rules is attached as Exhibit _____ and incorporated by reference. Marina rules shall conform to all applicable laws and regulations and the provisions of this Agreement.

11.7 **Construction, building, cutting timber:** LESSEE may not erect any permanent structures or improvements, or make alterations, on the Property without the prior written consent of MCWRA. LESSEE shall not cut, and shall not allow the cutting, of any timber without the prior written consent of the MCWRA. LESSEE shall not remove or place soil, sand, rocks or gravel to or from the subject property without the prior written consent of the MCWRA.

11.7.1 **Clearing land.** LESSEE shall not clear any portion of the land, and shall not cut any standing trees on the land, without first obtaining the written consent of the MCWRA.

11.8 **Ejection from property:** Any LESSEE 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.

11.9 **Compliance with Laws:** LESSEE represents and warrants to LESSEE that any construction performed by, for or on behalf of LESSEE, and LESSEE's current and proposed uses, and the operation of the Premises are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSEE agrees to defend and indemnify LESSOR for any responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances related to LESSEE's use, operations or construction.

11.9.1 LESSEE must advise the Agency's General Manager of any interaction LESSEE encounters with any local, state, or federal law enforcement agency or authority pertaining to operations on the premises and/or any illegal activities that may have been conducted or occurred on the Agency property with or without LESSEE's prior consent or knowledge.

11.9.2 LESSEE must advise the Agency's General Manager in the event of any adjoining or neighboring property owner's trespass, encroachment or other such illegal intrusion or invasion onto Agency property as soon as LESSEE becomes aware of such activity.

11.10 **Hazardous Substances:** LESSOR shall have no liability or responsibility for toxic or hazardous materials or substances on the Premises which result from LESSEE'S acts or omissions, or which occur on property not owned and occupied by LESSOR. LESSEE will comply with all applicable laws concerning the handling and removal of any hazardous materials, including asbestos or polychlorinated biphenyl (PCB) containing materials. Nothing in this Lease shall be taken as LESSOR'S assumption of any duty or liability not otherwise imposed by law.

11.11 **Environmental Hazards:** LESSEE hereby warrants and guarantees that the Premises and the Common Areas will be maintained free of all Environmental Hazards (including hazards

related to asbestos, leads, toxic mold spores or PCBs) and agrees to survey, test, and abate as applicable and in accordance with Environmental Protection Agency (“EPA”) guidelines. A qualified industrial hygienist approved by LESSOR and LESSEE shall perform all testing and development of an abatement work plan as deemed necessary, with the test results/reports/plans forwarded to LESSOR and LESSEE upon completion. LESSEE further agrees to contract with a qualified remediation contractor to provide remediation services as specified in **Exhibit _____** on an as-needed basis. LESSEE specifically agrees that any costs related to abatement of Environmental Hazards shall be the LESSEE’S responsibility unless, and only to the extent, such abatement is required by negligent acts or willful misconduct by LESSOR, its agents and employees.

11.11.1 **Mold.** LESSEE shall immediately notify LESSOR of any suspected appearance of toxic mold spores and of any conditions (such as excessive moisture) that may lead to the appearance of toxic mold spores, and LESSOR agrees to investigate same.

11.12 **Lease subject to recreational use of reservoir:** If any of the leased premises are inundated by the waters stored in the reservoir, LESSEE shall allow the boating public free access over the inundated portions of the premises. The boating public may also use the beaches immediately adjacent to the shoreline, during daylight hours, provided that LESSEE shall not provide overland access to those beaches. If recreational use is causing problems, or for other good reason, LESSOR may, place any beach on the premises off limits to the general populace and post "No Trespassing" signs on such beach a distance of no less than fifty (50) feet from the shore at no cost to LESSEE . LESSOR shall provide LESSEE with “No Trespassing” signs, at no cost to LESSEE, citing California Penal Code 602, at LESSEE’s request.

11.12.1 **Premises subject to recreational use by Monterey County Parks Department.** This lease is subject to the following provisions: LESSEE shall permit passage across the leased premises by equestrian or other parties that are guided or permitted by the Monterey County Parks Department (hereinafter "Parks") or its duly authorized agent.

11.13 **Stock management:** LESSEE shall not suffer or permit stock, especially bulls, or animals used to control stock to harass or endanger humans or property. LESSEE shall remove any aggressive or dangerous animals from the premises, as soon as LESSEE learns that those animals possess such tendencies.

11.14 **No waste, nuisance, or unlawful use.** LESSEE shall not commit or permit others to commit waste on the premises. LESSEE shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises as defined in Section 3479 of the California Civil Code. LESSEE shall not use or permit the use of the premises for any unlawful purpose.

11.15 **Special Events.** LESSOR reserves the right to temporarily, and with prior sixty (60) day written notice to LESSEE, sublease any unused portion of the property for third-party use for special events.

ARTICLE 12 - SIGNS AND FIXTURES

12.1 **General Signs:** LESSEE may place such signs and advertisements upon the Premises as LESSEE may desire, subject to compliance with applicable law and approval by the LESSOR which consent shall not be unreasonably withheld provided, however, that at the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will repair any damage caused by such removal. Any trade fixtures, equipment, furniture, demountable walls, and other movable personal property installed in the Premises by and at the expense of the LESSEE (except those reimbursed in whole or part by LESSOR) shall remain the property of the LESSEE, and the LESSOR agrees that the LESSEE shall have the right at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other movable personal property (except those reimbursed in whole or part by LESSOR) which it may have stored or installed in the Premises, provided that LESSEE repairs any damage caused by such removal. The LESSOR agrees not to mortgage or pledge the LESSEE'S trade fixtures, equipment and other property. Upon termination of this Lease, LESSEE shall return the Premises in the same condition as when delivered to LESSEE, except for reasonable wear and tear, and damage by casualty or condemnation, and alterations approved by LESSOR.

12.2 **Grazing Livestock Notices:** LESSOR's General Manager will, at no cost to LESSEE , provide, and replace signs regarding presence of grazing livestock in areas of public access It shall be the responsibility of LESSEE to post and maintain all grazing signage and to notify LESSOR of any need for replacement signs.

12.3 **Gates.** LESSOR shall install and maintain its own separate gate locks for access to property and LESSEE shall at all times comply with 14 CCR Article 2, §1273.00 et. seq. regarding gate entrances for emergency access and egress under California Department of Forestry and Fire Protection State Responsibility Area regulations.

ARTICLE 13 - SERVICES AND UTILITIES

Services and utilities for the Premises shall be furnished and the cost borne as outlined in **Exhibit _____**.

Unless expressly so provided under this Agreement, this Agreement does not authorize LESSEE to use water from the reservoir on the premises for domestic, potable, farming, livestock or similar purposes.

ARTICLE 14 - REPAIR AND MAINTENANCE

14.1 **Maintenance of property:** LESSEE 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 LESSEE. LESSEE 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.

14.2 **No LESSOR duty to maintain or repair:** MCWRA shall not have any obligation, during the term of this Agreement, to repair, restore, or maintain the subject property, except to the extent of any damage caused to the property by willful misconduct or negligent conduct of MCWRA.

14.3 **LESSOR and LESSEE Obligations:** LESSEE'S repair and maintenance responsibilities are set forth in **Exhibit ____**, Summary of Repair and Maintenance Responsibilities, which by this reference is incorporated herein. As stated in **Exhibit ____**, the term "deemed necessary" shall mean that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

14.3.1 **Mandatory Annual Meetings.** LESSEE's obligations are set forth in **Exhibit _____**, Summary of Annual Report and Evaluation Meeting Duties, which by this reference is incorporated herein. As stated in the Exhibit, LESSEE's failure to meet their annual obligations is grounds for termination of this lease.

14.3.2 **LESSOR Obligation with Annual reports.** LESSOR's General Manager shall provide LESSEE with written documentation regarding satisfaction of LESSEE's annual report and evaluation meeting obligations.

14.4 **Negligent Acts or Omissions of LESSEE:** Notwithstanding the foregoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance to the extent required as a direct result of the negligence or willful misconduct of LESSEE.

14.5 **Failure of LESSEE to Make Repairs:** If LESSEE fails to maintain the Premises or to make the repairs required in this article within the time periods as specified in Article 23, LESSOR may perform such maintenance or make such repairs at its expense and add the cost of such repairs to the upcoming rent due from LESSEE.

14.6 **LESSOR/LESSEE Obligations in Applying Noxious Substances:** If applicable, LESSEE shall not apply any substance as part of any building maintenance or repair which would introduce irritating or noxious odors or any other hazardous condition to occupied spaces with the Premises or the Common Areas without prior coordination and approval of LESSOR. Prior notification and approval shall be made at least 48 hours prior to the desired application time. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator to the LESSOR. Examples of such substances or materials include, but are not limited to, the following:

- a. Termite Control Materials
- b. Pesticides
- c. Paint
- d. Water Treatment Chemicals
- e. Any other substance that is or could be construed as hazardous

14.7 **Pest control.** LESSEE will at the request of and no cost to LESSOR and in conformity with all applicable governmental regulations, trap and/or poison squirrels and/or noxious weeds, or take other appropriate steps to control the population of such pests.

14.8 Roads. LESSEE shall be responsible for, at a minimum, maintaining all roads in accordance with 14 CCR Article 2, §1273.00, et. seq., at all times.

ARTICLE 15 - Invasive Species Inspection and Control Measures

LESSEE 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, LESSEE has established and will continue to implement an Invasive Mussel Inspection Plan which is attached hereto as **Exhibit ____** and incorporated by reference.

ARTICLE 16 - SERVICE COMPANIES

Within ten (10) days after occupancy of the Premises by LESSEE, LESSOR shall give LESSEE a list (see **Exhibit ____**) of the names, addresses and telephone numbers of agencies or persons convenient to LESSEE as a local source of service with regard to the Parties' responsibilities under **Exhibit ____** and **Exhibit ____** of this Lease. If LESSOR fails to provide such list, LESSEE may choose service companies as needed and without penalty.

ARTICLE 17 - CONDITION OF THE LEASED PROPERTY

17.1 ***Opportunity to inspect:*** LESSEE 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.

17.2 ***Erosion standards and control:*** LESSEE will take an Agency-approved rangeland management class . LESSEE shall submit proof of completion of said rangeland management class, which must include a course on soil erosion standards and control, to the LESSOR's General Manager.

17.3 ***Overgrazing and Best Management Practices:***

17.3.1 LESSEE shall not suffer or permit the overgrazing of any portion of the premises. Overgrazing occurs when, in the opinion of LESSOR's General Manager, accessible forage has been utilized to the extent where further grazing would be detrimental to the land or vegetative resources. LESSOR shall determine whether overgrazing has occurred using any method that fairly determines the amount of forage remaining on the premises or on any portion thereof. The decision by the General Manager that overgrazing has occurred shall be conclusive and final. In determining whether overgrazing has occurred, the General Manager may refer to standards set forth in University of California Leaflet 21327, "Guidelines for Residue Management on Annual Range."

17.3.2 If the General Manager determines that overgrazing has occurred, the General Manager may take any or all of the following actions: the General Manager may direct that the stock be removed from all or part of the affected premises; may direct that the herd be reduced in

number, even down to zero if necessary to protect the forage; and, if the General Manager directs that stock be removed from a portion of the premises, may direct that Tenant install appropriate fencing or take other protective measures needed to keep the stock off the affected portion of the premises. In any event, if the General Manager determines that there remain on the premises or any portion thereof less than 600 pounds of residual dry matter per acre, the General Manager may direct that the number of stock on that portion of the premises be reduced to zero. LESSEE shall comply promptly with any such direction by the General Manager, and LESSEE shall continue to comply with such directions and any modifications thereof, until LESSEE receives written notification from the General Manager releasing such directions.

17.3.3 ***Ranch Plan.*** The LESSEE agrees to complete a Ranch Plan form provided by the Agency within one year of occupancy. LESSEE will work closely with LESSOR to complete and implement this plan, which will include Best Management Practices that are applicable for this lease. Once this plan is completed, it will guide the specific actions taken by LESSEE to meet LESSOR's Conservation Objectives and Goals

17.3.4 The Conservation Goals and Objectives listed in Exhibit _____ provide the LESSOR's management objectives for these premises. All lessees must employ practices which are in accordance with these Goals and Objectives. Standard practices on all of the LESSOR's leases shall be to provide water for stock away from the reservoir's high-water mark.

ARTICLE 18 - MECHANICS' LIENS

18.1 ***Mechanic's Liens:*** LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by such LESSEE or on its behalf.

ARTICLE 19 - ASSIGNMENT AND SUBLETTING

LESSEE 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.

ARTICLE 20 - ENTRY BY LESSOR

20.1 ***Entry by LESSOR:*** LESSOR 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 LESSEE, including those set forth in Paragraphs 14 and 17, above, are met. LESSOR and LESSOR'S agents will give reasonable advance notice of entry (except in the case of emergency), and such entry shall be made in a reasonable manner and not unreasonably interfere with the conduct of LESSEE'S business.

20.2 ***Entry by peace officers and LESSOR employees:*** LESSEE 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.

ARTICLE 21 - INSURANCE AND INDEMNIFICATION

21.1 ***Insurance:*** LESSEE shall, at all times during the term of this Agreement, maintain public liability and property damage insurance of at least \$2,000,000 per occurrence or if LESSEE requires aggregate no less than \$5,000,000 and property damage insurance of at least \$250,000 insuring against all liability of LESSEE and its authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the Premises. LESSEE 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. LESSEE shall provide proof of such insurance to the MCWRA upon MCWRA's request.

21.2. ***Insurance for Grazing operations.*** LESSEE shall acquire and maintain throughout the lease such insurance as required by Monterey County Risk Management Division. Without limiting LESSEE's duty to indemnify, LESSEE shall, at no cost to LESSOR, maintain in effect throughout the term of this agreement a policy or policies of insurance including meeting the requirements hereinafter set forth:

a. LESSEE shall maintain comprehensive general liability insurance, covering all of LESSEE's operations on the premises and LESSEE's use and occupancy of the premises with a combined single limit of not less than \$3,000,000.00;

b. Each policy shall be with a company authorized by law to transact insurance business in the State of California, and shall be written on an occurrence form;

c. Each policy shall provide that LESSOR shall be given notice in writing at least thirty (30) days in advance of any change, cancellation or non-renewal thereof;

d. Each policy shall provide an endorsement naming the LESSOR and the County of Monterey and their officers, agents and employees as additional insureds, and shall further provide that such insurance is primary to any other insurance maintained by the Landlord or the County of Monterey.

e. Prior to the execution of this agreement by the LESSOR, LESSEE shall file certificates of insurance with the LESSOR and with the Monterey County Risk Management Division, showing that LESSEE has in effect the insurance required by this contract. LESSEE must submit a renewed certificate of insurance every year at the time annual rent payment is due. LESSEE shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

21.2 ***Duty to defend and indemnify LESSOR from activities:*** LESSEE 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:

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

21.3 ***Duty to defend and indemnify LESSOR generally:*** LESSEE 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 LESSEE's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the MCWRA. LESSEE's performance" includes LESSEE's action or inaction and the action or inaction of LESSEE's officers, employees, agents and subcontractors.

ARTICLE 22 - DESTRUCTION

22.1 ***Destruction of property:*** If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

22.2 ***LESSOR termination for default:*** If LESSEE remains in occupancy of the Premises though partially destroyed, the rent for said Premises as herein provided, during restoration, shall be reduced by the same ratio as the rentable square feet LESSEE is thus precluded from occupying, bears to the total rentable area in the Premises. For purposes of this Article, "rentable area" shall not include public areas.

ARTICLE 23 - DEFAULT BY LESSEE

23.1 ***Default:*** If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR'S option, exercise any or all rights available to a LESSOR under the laws of the State of California:

- a. A default in the payment of rent or other obligation when such default continues for a period of thirty (30) days after written notice from LESSOR to LESSEE of such default, or
- b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE of such default or, if such default is not reasonably curable within such thirty (30) day period, LESSEE fails to commence to cure such default within such thirty (30) day period and thereafter diligently pursue such cure to completion, or
- c. LESSEE is adjudicated bankrupt, or
- d. LESSEE'S lease interest is sold under execution of judgment.

- e. Notice of default is sufficient if it is in writing, identifies the act, omission, or condition that constitutes the default, and is served upon LESSEE in the manner provided by this Lease for the giving of notice.

23.1.1 ***Prohibition against involuntary assignment.*** Any involuntary assignment of LESSEE's interest in this lease shall constitute a default by LESSEE under this lease and shall give LESSOR the right to terminate this lease by giving written notice of termination to LESSEE or to LESSEE's successor or personal representative. For purposes of this section, "involuntary assignment" shall mean any of the following:

- a. The transfer of this lease or any interest in this lease by will or intestate succession on LESSEE's death;
- b. The appointment of a receiver, trustee, or other like official to take possession of substantially all of tenant's assets located at the premises or of LESSEE's interest in the lease, when possession is not restored to LESSEE within 45 days;
- c. The attachment, execution, or other judicial seizure of substantially all of LESSEE's property located at the premises or of LESSEE's interest in this lease, when such seizure is not discharged within 30 days;
- d. The making by LESSEE of any general assignment or general arrangement for the benefit of creditors;

23.2 ***Remedies:*** If LESSEE fails to cure a prospective default within the time frames outlined above, if any, LESSOR shall have the option to cure the default, if curable, or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSEE to LESSOR, as additional rent, within thirty (30) days of receipt of LESSOR'S invoice for said costs.

23.3 ***Termination following notice to cure:*** In the event that LESSEE 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 LESSEE, 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 LESSEE by the MCWRA.

Such election to terminate in no way absolves LESSEE 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.

ARTICLE 24 - DEFAULT BY AGENCY

24.1 ***Default:*** LESSOR shall not be in default unless LESSOR fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by LESSEE to LESSOR specifying wherein LESSOR has failed to perform such obligations. If the nature of LESSOR'S obligation is such that more than thirty (30) days are required for performance, then LESSOR shall not be in default if LESSOR commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

24.2 **Remedies:** If LESSOR fails to cure a prospective default within the time periods outlined above, LESSEE shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSEE elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSOR to LESSEE within thirty (30) days of receipt of LESSEE'S invoice for said costs.

ARTICLE 25 - CONDEMNATION

If the Premises are taken or condemned for a public or quasi-public use, or the part taken renders the entire Premises insufficient for the conduct of LESSEE'S business and operations, then this Lease shall terminate at the option of LESSEE as of the date title shall vest in the condemner. If only part of the Premises is taken and the remainder of the Premises is sufficient for the conduct of LESSEE'S business and operations, then the Lease shall continue as to the part not taken, but the monthly rent shall be reduced in proportion that the rentable area of the Premises taken bears to the rentable area of the Premises before the taking.

ARTICLE 26 - HOLDING OVER

If LESSEE remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a month-to-month basis at the monthly rent applicable to the last month of the Lease Term, subject to termination upon sixty (60) days' written notice by either party. During such holdover period, the cost of living increases provided by this Lease shall be applied to rent. All other terms and conditions shall remain in full force and effect.

ARTICLE 27 - WAIVER

The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party consent to any breach of any term, covenant or condition, nor shall either party be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

ARTICLE 28 - QUIET POSSESSION

LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR or any person claiming under LESSOR, subject to the terms of this Lease.

ARTICLE 29 - ESTOPPEL CERTIFICATE

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was

requested.

ARTICLE 30 - MISCELLANEOUS PROVISIONS

30.1 **Amendment; Waiver:** This Lease may be amended or modified only by an instrument in writing signed by LESSEE and LESSOR. Any waiver of any term or condition of this Lease must be in writing and signed by LESSEE and LESSOR. A waiver of any of the terms and conditions of this Lease shall not be construed as a waiver of any other term or condition in this Lease.

30.2 **Time is of the Essence:** Time is of the essence of in each and all of the provisions of this Lease.

30.3 **Binding Effect:** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

30.4 **Invalidity:** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

30.5 **Authority:** Any individual executing this lease on behalf of LESSEE or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and bind the party to the terms and conditions of this Lease.

30.6 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Lease and the provisions of any addendum or exhibit attached hereto, the provisions of this Lease shall prevail and control.

30.7 **Integration:** This Lease, including the exhibits and addenda, represents the entire agreement between LESSEE and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or agreements, either written or oral, between LESSEE and LESSOR as of the effective date of this Lease, which is the date that LESSEE signs this Lease.

30.8 **Successors and Assigns:** This Lease and the rights, privileges, duties, and obligations of LESSEE and LESSOR under this lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, permitted assigns, and heirs.

30.9 **Headings:** The headings in this lease are for convenience only and shall not be used to interpret this terms of this Lease.

30.10 **Governing Law:** This Lease shall be governed by and interpreted under the laws of the State of California.

30.11 **Construction of Lease:** LESSEE and LESSOR agree that each party has fully participated in the review and revision of this Lease 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 lease or any amendment to this Lease. 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.

30.12 **Counterparts:** This Lease 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 Lease.

30.13 **Disputes; consultations by parties:** In the event that any problem or issue arises with respect to the implementation or interpretation of the Agreement, the parties mutually agree to meet at the request of either of them to discuss and resolve the issue. In such event, the General Manager of LESSEE will meet with the General Manager of MCWRA or his/her designee to reach a mutually satisfactory and reasonable conclusion.

If the parties cannot resolve the dispute pursuant to the preceding paragraph above, the Parties agree to mediate any disagreements in good faith. Should either Party determine the dispute cannot be resolved in mediation, it is agreed that the dispute may be resolved in a court of law competent to hear the matter.

30.14 **LESSOR's lease administrator:** LESSOR's General Manager, or designee, (herein referred to as "General Manager") shall act as the lease administrator for LESSOR.

31 – LESSEE FEES AND EXPENSES

In addition to any other rates, rents, charges, cost of living increases or other fees and expenses otherwise provided for in this Agreement, LESSEE agrees to pay, upon invoice or demand, those costs, fees and expenses provided for in **Exhibit I** to this agreement, or as may be provided for by a schedule of fees and expenses adopted by the Agency from time to time.

32 – PROPERTY TAX EXEMPTION

[Reserved]

[signature page follows]

**LESSEE: MONTEREY COUNTY WATER
RESOURCES AGENCY**

By:

David E. Chardavoyne

Title: General Manager

Date:

**APPROVED AS TO FISCAL
PROVISIONS: (County Auditor/Controller)**

By:

Name:

Title: [Assistant] Auditor Controller

Date:

APPROVED AS TO FORM:

Charles J. McKee, County Counsel

By:

Jesse J. Avila

Title: Deputy County Counsel

Date:

**APPROVED AS TO LIABILITY
PROVISIONS: (County Risk Management)**

By:

Name:

Title: Risk Manager

Date:

LESSEE:

(_____)

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

- | Attachments | A. | Lease Property Description |
|-------------|----|--|
| A2. | | Parking Plan |
| A3. | | Conservation Goals & Objectives |
| B. | | Improvements: Pre-Approval, Verification and Reimbursement |
| B2. | | Premise Improvements: Plans and Specs |
| B3. | | Statement of Seismic Adequacy |
| C. | | Premise Improvements |
| C2. | | Marina Rules |
| D. | | Remediation Contractor Specification |
| E. | | Services and Utilities for Premises |

- F. Summary of Repair and Maintenance Responsibilities
- G. MCWRA I.T. Cabling Standards
- H. Service Contact List
- I. Schedule of Fees and Expenses
- J. Amortized Premise Improvement Costs
- K. Summary of Annual Report and Evaluation Meeting Duties

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EXHIBIT A

DESCRIPTION OF PREMISES

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the NACIMIENTO RESERVOIR; the southern half of the Northwest ¼ of the Northwest ¼ of Township 25 South, Range10 East, Section 28, all within San Luis Obispo County or Monterey County as shown on the Exhibit “A” map on file in the office of said MONTEREY COUNTY WATER RESOURCES AGENCY, 893 Blanco Circle, Salinas, California.

PARCEL _____ Contains approximately _____ acres above the high water line and _____ acres below the highwater line.

In case of a discrepancy between words and figures, the words shall prevail.

See attached map of premises.

Legal Description
Common Description or address
Existing facilities, structures, improvements
Current Basic Floor Plan
Natural features
Vicinity Map
Site Plan/ Plot Plan

EXHIBIT A2

PARKING PLAN

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EXHIBIT A3

CONSERVATION GOALS AND OBJECTIVES

1. Protect the Water Quality and Quantity of Reservoirs. A goal of the Agency is to eliminate access by cattle to reservoir waters as soon as practicable.
2. Minimization of fire hazards through vegetative fuel management and responsible livestock management.
3. Preservation of open space for recreation, scenic beauty and education, and preservation of native plants and animals, and biotic communities; all or portions of the Agency Land, including the Premises, may be made open to the public subject to reasonable restrictions determined by Landlord.
4. Maintenance of rich and productive grassland and oak woodland communities with healthy populations of rare, threatened or endangered vertebrates, significant native grasses, and for components and minimal exotic pest plants.
5. Restoration of degraded vegetation and wildlife habitat.
6. Maintenance of livestock distribution over the Premises, to achieve uniform range utilization, reduce overall fire hazard, minimize sacrifice forage areas and meet conservation objectives.
7. A key requirement for any lease will be the completion of a ranch plan within one year of execution of a contract which will lay out specific measures that will be used on each lease to protect the water quality and quantity of the reservoirs.

EXHIBIT B

**IMPROVEMENTS: PRE-APPROVAL, VERIFICATION OF COMPLETION,
REIMBURSEMENT PROCESS**

1. Construction Plan submitted to Agency General Manager with request that some or all costs be reimbursed. The Construction Plan must include:
 - a. A complete list of all estimated costs for materials and labor to complete the project;
 - b. Any permits required and whether any other agency approval is needed in order to complete the project;
 - c. Start and completion dates for the project;
 - d. Any annual maintenance costs needed after the project is completed.
2. Agency General Manager reviews, plans and approves or okays with conditions or modifications or rejection in whole or in part. General Manager's decision is in writing;
3. Lessor completion improvements and submission to General Manager as-built drawings and Notice of Occupancy/completion.
4. Board of Directors approves or denies Construction Plan as submitted by Lessee, after General Manager review;

EXHIBIT B2

PREMISE IMPROVEMENTS PLANS AND SPECIFICATIONS

[TO BE ATTACHED TO THE LEASE WHEN COMPLETED]

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EXHIBIT B3

STATEMENT OF SEISMIC ADEQUACY

If the Premises are contained in a building constructed after 1973, or one of which has undergone major structural renovation since 1973, the LESSOR shall obtain from its design engineer a warranty, which contains the following:

Construction/renovation of the Building containing the Premises occurred in _____.
Construction/renovation plans have been determined to be in compliance with all building codes applicable to seismic safety.

EXHIBIT C

PREMISE IMPROVEMENTS

1. Premise Improvements:

- a. LESSOR shall construct all Premise Improvements in accordance with the Plans and Specifications as approved by LESSOR and LESSEE, which Plans and Specifications are or will be attached to this **Exhibit C** upon such approval. Premise Improvements must satisfy the Federal Americans with Disabilities Act, as and if applicable.
- b. Premise Improvements are generally described as follows: the remodel of existing interior and/or exterior features as to conform to LESSEE'S approved program for the use of the Premises.
- c. LESSOR shall commence construction of the Premises Improvement work at the earliest opportunity. Cost and schedule of Premise Improvement work shall be approved by LESSOR and LESSEE prior to commencement.
- d. LESSOR shall diligently pursue construction of approved Premises Improvement work and deliver the Premises to LESSEE in a condition suitable for occupancy no later than a date certain, that will be mutually established by LESSOR and LESSEE on or before the date LESSOR'S contractor commences construction of the Premise Improvements.

2. Construction Plans and Specifications, Change Orders and Delay:

- a. LESSOR shall provide for LESSEE'S approval the complete and detailed proposed Plans and Specifications for the Premises Improvements, the design of which shall conform to LESSEE'S approved program for use of the Premises.
- b. LESSEE shall provide LESSOR with written notice of its approval or disapproval of the Plans and Specifications within five (5) business days¹ after receipt of such Plans and Specifications. If LESSEE disapproves the Plans and Specifications, LESSEE shall describe the reasons for its disapproval in reasonable detail in LESSEE'S notice of disapproval. LESSOR shall revise the Plans and Specifications to satisfy the issues giving rise to LESSEE'S disapproval and submit the revised Plans and Specification to LESSEE as provided in clause 2.a of this **Exhibit C**.
- c. During construction, LESSOR and LESSEE'S Representative (as defined below) shall

¹ Please confirm that the time periods in this Exhibit are satisfactory to the County.

confer periodically regarding the progress of the work and the approximate cost of the work completed. LESSEE'S Representative may request changes, modifications or alterations to the Plans and Specifications by written change order delivered to LESSOR, but no such change shall be made without the written approval of LESSOR, which approval shall not be unreasonably withheld. LESSOR shall approve or deny each LESSEE change order within four (4) business days, and LESSOR shall also provide to LESSEE'S Representative, by written notice to LESSEE, an estimate of the maximum cost of each change order within five (5) business days after the delivery of the change order to LESSOR. No work based upon a change order shall be undertaken unless and until LESSEE'S Representative shall have approved (by notice to LESSOR) LESSOR'S cost estimate.

- d. If LESSOR determines that a change proposed by LESSEE will delay completion of the construction beyond the period allocated for such construction, LESSOR shall, within four (4) business days, notify LESSEE'S Representative of the estimated length of the delay caused by LESSEE'S request. LESSEE'S Representative shall advise LESSOR within two (2) business days after receipt of such notice as to whether LESSOR shall proceed with requested change, modification or alteration. LESSOR shall not make the requested change to the Plans and Specifications without LESSEE'S approval of any proposed time extensions.
 - e. If LESSOR requires that LESSEE clarify or refine the Plans and Specifications, then LESSEE'S Representative shall meet with LESSOR for the purpose of clarifying or refining the Plans and Specifications within two (2) business days after LESSEE'S receipt of LESSOR'S request therefore. No such clarification or refinement shall be deemed to be a change order.
 - f. If LESSOR determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then LESSOR shall, prepare and submit to LESSEE revised Plans and Specifications correcting any such omission or error. LESSEE shall approve or disapprove such revised Plans and Specifications within two (2) business days after receipt and shall not unreasonably withhold its approval.
 - g. LESSOR shall not be responsible for any delays in the time for completion of construction resulting from LESSEE'S delay. For purposes herein, LESSEE'S delay in the completion of the construction of the Premise Improvements are delays that may arise solely as a result of: (1) LESSEE'S failure to comply with its obligations set forth in subsection b, d, e, or f, above, within the time specified; (2) any change directed by LESSEE after notification to LESSEE that the change will delay completion of the construction as provided in subsection d, above; or (3) extra time required to obtain any long lead items specified by LESSEE. For purposes herein, an item shall be considered a long lead item if LESSOR notifies LESSEE within fifteen (15) business days after receipt of LESSEE'S approval of the Plans and Specifications that such item is not readily available or readily installable after the same is requested by LESSEE.
3. Approval of Plans by Public Authorities: Following LESSEE'S approval of the Plans and

Specifications, LESSOR shall obtain approval of the Plans and Specifications for the Premises from all appropriate governmental agencies, and a copy of the Plans and Specifications, as approved by such governmental agencies, shall be dated and initialed by both LESSOR and LESSEE. LESSOR shall exercise due diligence in obtaining any such approval. LESSEE shall cooperate with LESSOR in obtaining all such approvals, and in this regard, LESSEE shall approve all revisions and changes to the Plans and specifications reasonably required by any governmental agency, with due diligence and without delays.

4. Quality of Work: All work performed hereunder shall be done in a good and workmanlike manner, free from faults and defects and in accordance with the Plans and Specifications. All materials and equipment installed in the Premise Improvements shall be new unless otherwise specified in the Plans and Specifications.
5. LESSEE'S Access during Construction: LESSEE'S representative, agents, consultants and contractors ("LESSEE'S Representatives") shall have access to the Premises during the construction of the Premise Improvements for activities and purposes related to construction of the Premises or preparation of the Premises for occupancy. LESSEE'S Representatives on the Premises during construction shall cooperate with LESSOR'S contractor and not delay in any way the performance by LESSOR'S contractors or LESSOR'S representatives of any work (including but not limited to the construction of Premise Improvements).
6. Acceptance of Premises:
 - a. At any time during the construction of the Premise Improvements, LESSEE may reject any work that does not conform to the Plans and Specifications or does not meet good and workmanlike standards as reasonably interpreted by and at the sole discretion of the LESSEE.
 - b. Within five (5) business days after LESSOR delivers to LESSEE a list of work items remaining to be done or corrected and notifies LESSEE that the Premise Improvements are ready for inspection by LESSEE'S representative, LESSEE shall deliver to LESSOR a list of items that LESSEE shall have reasonably determined that LESSOR must complete or correct prior to LESSEE'S acceptance of possession in order for the work to conform to the Plans and Specifications. LESSOR shall immediately commence to complete or correct the items listed by LESSEE, except those it contends are not justified. If LESSEE fails to deliver such a list within the five (5) business day period, LESSEE shall be deemed to have accepted the Premises subject to completion of the corrections on LESSOR'S list of corrections and to have approved the construction.
 - c. Acceptance by LESSEE shall not be unreasonably withheld.
7. Notices: All notices required or permitted hereunder shall be in writing and shall be delivered as indicated in Article 6 of the Lease to which this Exhibit is attached.

8. Notice of Non-Responsibility: LESSOR may post such notices of non-responsibility for payment to LESSEE contracted vendors as it reasonably deems appropriate in or around the Premises during the construction provided for herein.
9. Responsibility for Damage: If LESSEE installs equipment in the Premises prior to completion of the work hereunder, LESSEE shall bear the risk of loss to such equipment other than loss that is a result of negligence or willful misconduct by LESSOR, its agents or contractors.
10. Telecommunications/Data: Premise Improvements may include the installation of necessary telecommunications/data processing linkages, and alarm systems. Specification for telecommunications/data processing linkages and alarm systems will be developed and provided by the Monterey County Information Technology Department as specified in **Exhibit G** of the Lease to which this Exhibit is attached.

EXHIBIT D

REMEDIATION CONTRACTOR SPECIFICATIONS

A. Scope of Services

Remediation Contractor to provide treatment, cleanup, damage restoration and any other necessary remediation of:

- Water and/or sewage damage
- Mold, asbestos, lead, and polychlorinated biphenyl (PCB) contamination
- Fire and smoke damage
- Hazardous materials within the license and certification capabilities of the Remediation Contractor
- Human bodily fluids, including but not limited to blood, vomit, urine, feces, and saliva
- Routine sanitation cleanup

B. Work Standards

All work must be done in accordance with the California Health and Safety Code, California Occupational Safety and Health Act (OSHA), and other applicable laws and regulations. The Remediation Contractor must take all care to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

EXHIBIT E

SERVICES AND UTILITIES FOR PREMISES

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EXHIBIT F

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

| | N/A | LESSOR | LESSEE |
|---|-----|--------|--------|
| Common Areas | | X | |
| Foundations and Floor Slabs | | X | |
| Elevators and/or Dumb Waiters | | X | |
| Exterior and Bearing Walls | | X | |
| Exterior Doors and Hardware | | X | |
| Exterior Windows and Window Frames | | X | |
| Roofs (including replacement if deemed necessary) | | X | |
| Gutters, Drains and Downspouts | | X | |
| Parking Lots | | X | |
| Ceilings (damage due to roof leaks only) | | X | |
| Fire Sprinkler Systems | | X | |
| Fire Alarm Systems | | X | |
| Intrusion/Security Alarm Systems (excluding common areas) | | | X |
| Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary) | | X | |
| Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats | | X | |
| Electrical Systems (including electrical outlets, panels, circuit breakers and wiring) | | X | |
| Plumbing Systems (including sewer and drain stoppages, and fixtures) | | X | |
| Exterior Lighting (including starters, ballasts, transformers and light switches) | | X | |
| Interior Lighting (including starters, ballasts, transformers and light switches) | | X | |
| Interior Light Bulbs and Fluorescent Light Tubes (replacement) | | X | |
| Interior Walls | | X | |
| Interior Wall Surfaces (including repainting every 5 years if Premises wall surfaces are accessible) | | X | |
| Interior Doors and Hardware | | X | |
| Interior Windows and Window Frames | | X | |
| Carpet, VCT, and Linoleum Flooring (including replacement if deemed necessary and with the understanding that LESSEE pays for moving office furniture and equipment). | | X | |
| Base and/or Moldings (including replacement if deemed necessary) | | X | |
| Appliances (excluding common area) | | | X |
| Communication Systems (data/telephone cabling, connections and equipment) | | | X |

***Notwithstanding the forgoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a result of negligent acts or omissions, or which is otherwise the fault, of LESSEE, its agents, employees, contractors, guests, or invitees.**

****LESSEE will also pay to LESSOR the reasonable cost of any repair or maintenance required for LESSEE-installed improvements to the Premises, such as phone/data cabling, support equipment, trade fixtures, special door locks, and any other equipment used to meet LESSEE'S operational needs that are considered above normal general office space improvements.**

LESSOR and LESSEE contact information is detailed in ARTICLE 6 of this Lease.

EXHIBIT G

MONTEREY COUNTY WATER RESOURCES AGENCY INFORMATION
TECHNOLOGY
CABLING STANDARDS (Page 1 of 3)

This document is to be used as a guide for voice and data cabling in all Monterey County facilities with the exception of Natividad Medical Center. Some of the requirements are dependent on specifications that are specific to a particular job and this information will be made available as necessary.

1. The cable plant shall be star configured, unshielded twisted pair (UTP) system capable of supporting data rates of 350 MBPS.
2. All riser and closet-to-closet voice wiring shall be unshielded twisted pair PVC rated, Outside Plant (OSP) rated for underground use, Riser rated, or Plenum rated as required by local Fire Marshall, and shall be EIA/TIA 568, 569 and TSB-36 Category 3 certified cable. This cable shall be tested for opens, shorts and reversals.
3. All riser and closet-to-closet data wiring shall be color coded tight tube 62.5/125 multimode fiber optic cable PVC, Outside Plant, Riser or Plenum rated as required by specific project specifications or the local Fire Marshall.
4. Only existing communications closets may be used for the termination of voice and data cable. Additional cable consolidation points and intermediate distribution frames will be added only with prior approval from the Monterey County Telecommunications Department.
5. All fiber optic cable shall be terminated on ST or SC connections as required by specific project specifications.
6. All fiber optic cable shall be installed in appropriate fiber optic interduct PVC, Outside Plant, Riser or Plenum rated as required by specific project specifications or the local Fire Marshall.
7. All Fiber optic cable shall be terminated in the equipment rooms in approved fiber optic LIU cabinets Leviton Part # 5R330-OAB or the equivalent with sufficient density to accommodate all fiber optic cable as specified in the project specifications.
8. The cable plant shall meet EIA/TIA-568 "Commercial Building Telecommunications Wiring Standard" and the maximum length of any UTP data drop SHALL NOT exceed 100 meters (322 feet) including patch cables and future jumper cables.
9. All data drop cabling shall be EIA/TIA 568, 569 and TSB-36 Category 5 enhanced certified (5E) cable.

10. All data drop cabling shall be 4 pair unshielded twisted pair, PVC rated, (Outside Plant (OSP) rated for underground use) (Plenum rated as required by local Fire Marshall), and Category 5 enhanced certified cable.
11. Approved cable supplier: Belden enhanced Data Twist CAT-5 #1700A (Blue color for data-1 Black color for data-2 unless otherwise requested) or its equivalent or data and Belden CAT-5 #1583A (Grey color for voice-1 White color for voice-2 unless otherwise requested) or its equivalent for voice.
12. All wiring closet data connecting hardware shall be EIA/TIA TSB-40 Category 5 enhanced certified cable.

MONTEREY COUNTY WATER RESOURCES AGENCY INFORMATION
TECHNOLOGY
CABLING STANDARDS (Page 2 of 3)

13. All wiring closet data connecting hardware shall be modular jack panels with RJ45 jacks on the front and 110 style insulation displacement connectors (IDC) for termination of the drop cable on the back.
14. The modular information outlets shall be housed in a four or six position wall plate.
15. The modular information outlet shall have an identification display and each outlet shall have the assigned specific identification number in the sequence assigned by an appropriate representative of Monterey County ITD displayed on it.
16. All modular jacks shall be eight position jacks with the pin/pair assignments utilizing EIA/TIA T568B.
17. Approved information outlet supplier: Leviton 5G108-R*5 (Orange color for data-1 Black color for data-2 unless otherwise requested) for data and Leviton 41108-R*5 (Ivory color for voice-1 White color for voice-2 unless otherwise requested) for voice.
18. Approved wall plate supplier: Leviton 41080-4IP (single-gang 4 port), 41080-6IP (single-gang 6 port), 42080-4IP (dual-gang 4 port), and 42080-6IP (dual-gang 6 port).
19. Approved surface plate supplier: Leviton 41089-4IP 4 port surface plates permanently attached to the appropriate surface.
20. The patch panel shall be Category 5 enhanced, 8-position modular jack panel with circuit board construction in all IC/MC locations. The 8-position modular jack patch panel shall be with wall mounted or rack mounted with cable management panels.
21. The patch panel shall meet EIA/TIA TSB-40 standards.

22. The patch panel shall be configured for 48 ports maximum or as requested.
23. Approved supplier for patch panels: Leviton #5G484-B48.
24. Approved supplier for vertical wire manager: Panduit #WMP-1 and horizontal wire managers: Panduit #MVPVC45 and #MVPVS45 or approved equivalent.
25. All wiring closet voice connecting hardware shall be EIA/TIA TSB-40 Category 5 compliant.
26. All wiring closet voice connecting hardware shall be wall mounting 66 M150 connecting hardware for termination of drop cable. These blocks should be attached to the wall using Homaco 50M series wall racks and 89B brackets.
27. All data station drop cables shall be tested from the outlet device to the patch panel. Each wire/pair shall be tested at both ends.
28. Testing shall be made utilizing a hand cable tester meeting EIA/TIA 568 standards; all testing equipment shall be calibrated annually and shall have a dated certificate.
29. Printed test results shall be assembled and delivered to county's representative.
30. Test results for each 4 pair; UTP cable must be submitted with identification to match labels on all patch panels and 8 position modular jacks.

MONTEREY COUNTY WATER RESOURCES AGENCY INFORMATION
TECHNOLOGY
CABLING STANDARDS (Page 3 of 3)

31. All voice cables shall be tested for continuity, grounds, split pairs, polarity, shorts between wires, and shorts between pairs.

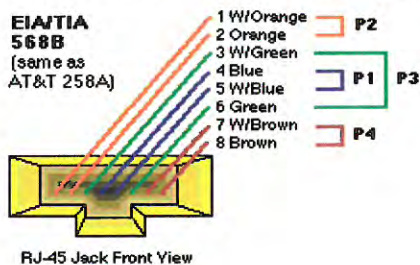


EXHIBIT H

SERVICE CONTACT LIST

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EXHIBIT I

SCHEDULE OF FEES AND EXPENSES

| Name | Purpose | Amount/Rate |
|--------------------------------------|---|--|
| Lease Administration Fee | Administer the lease by periodic field inspections and yearly document review | A- Hourly rate B- Flat C- Per acre D- Per cow |
| Follow-up/ Compliance Inspection Fee | Document compliance with deficiency or discrepancy; follow-up from annual field inspec. | A- Flat B- Hourly C- |
| Late charge | | |
| Lease violation penalty | Escaped cows, unauthorized improvements; illegal dumping; runaway vessels, booms; pollution; encroachment; authorizing access by non tenants etc. | |
| Pollution Clean-up fee | | |
| | | |
| | | |

EXHIBIT J

AMORTIZED PREMISE IMPROVEMENT COSTS

[TO BE ATTACHED TO THE LEASE WHEN COMPLETED]

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EXHIBIT K

SUMMARY OF ANNUAL REPORT AND EVALUATION MEETING DUTIES

The Agency General Manager or designee shall conduct an annual on-site evaluation of Lessee's lease beginning August 2017 for the purpose of determining the status of Lessee's livestock operations and resolving any landlord/tenant issues.

Lessee will be given at least 30 days notice of the scheduled evaluation meeting date and time. Evaluations may be conducted via telephone, if Lessee makes a reasonable timely request.

Lessee must submit their rental payment prior to the evaluation meeting with the General Manager.

Lessee must submit proof of insurance certificate prior to the evaluation meeting with the General Manager.

Lessee must submit their self-assessment report prior to the evaluation meeting with the General Manager.

Failure to meet any of these obligations is grounds for termination of the lease agreement without further notice to the Lessee.



Press Release

California Environmental Protection Agency
Office of Environmental Health Hazard Assessment
Lauren Zeise, Ph.D., Director

For Immediate Release:
April 5, 2017

Contact:
Sam Delson (916) 324-0955 (O)
(916) 764-0955 (C)

Advisory for Lake San Antonio in Monterey and San Luis Obispo Counties Offers Safe Eating Advice for Seven Fish Species

SACRAMENTO – A new state fish advisory issued today provides safe eating advice for seven species of fish from [Lake San Antonio](#) in Monterey and San Luis Obispo counties.

The California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA) developed the recommendations based on the levels of mercury measured in fish from Lake San Antonio, which is located approximately 16 miles northwest of Paso Robles.

"Many fish have nutrients that may reduce the risk of heart disease and are an excellent source of protein," said Dr. Lauren Zeise, director of OEHHA. "By following our guidelines, people can safely eat fish low in chemical contaminants and enjoy the well-known health benefits of fish consumption."

When consuming fish from Lake San Antonio, women ages 18-45 and children ages 1-17 may safely eat three servings per week of bullhead, Inland Silverside, or White Catfish, or 1 serving per week of black bass species, carp, or Channel Catfish. They should not eat Striped Bass.

Women age 46 and older and men age 18 and older may safely eat seven servings per week of bullhead, Inland Silverside, or White Catfish, or three servings per week of Channel Catfish, or two servings per week of black bass species or carp, or one serving per week of Striped Bass.

One serving is eight ounces prior to cooking. For fish fillets, eight ounces is roughly the size and thickness of your hand. Children should be given smaller servings.

Mercury is a naturally occurring metal that is released into the environment from mining and burning coal, and accumulates in fish in the form of methylmercury. Methylmercury can damage the brain and nervous system, especially in developing children and fetuses.

Eating fish in amounts slightly greater than the advisory's recommendations is not likely to cause health problems if it is done occasionally, such as eating fish caught during an annual vacation.

The health advisory and eating advice for Lake San Antonio – as well as eating guidelines for other fish species and California bodies of water – are available on OEHHA's [Fish Advisories](http://www.oehha.ca.gov/fish/advisories) webpage: <http://www.oehha.ca.gov/fish/advisories>. [Pictorial versions](#) of the fish consumption advice are also available on that page in both English and Spanish.

The Lake San Antonio recommendations join more than 80 other OEHHA advisories that provide site-specific, health-based fish consumption advice for many of the places where people catch and eat fish in California, including lakes, rivers, bays, reservoirs, and the California coast.

OEHHA is the primary state entity for the assessment of risks posed by chemical contaminants in the environment. Its mission is to protect and enhance public health and the environment by scientific evaluation of risks posed by hazardous substances.

###

A Guide to Eating Fish from Lake San Antonio

Women 18 - 45 years and Children 1 - 17 years



Bullhead



Inland Silverside



White Catfish



♥ Black Bass species



Carp



Channel Catfish



Striped Bass

3 total servings a week

OR

1 total serving a week

Do not eat

Women 46 years and older and Men 18 years and older



Bullhead



Inland Silverside



White Catfish



♥ Black Bass species



Carp



Channel Catfish



♥ Striped Bass

7 total servings a week

OR

2 total servings a week of black bass or carp, OR 3 total servings a week of Channel Catfish

OR

1 total serving a week

What is a serving?



For Adults For Children

A serving is about the size and thickness of your hand for fish fillets. Give children smaller servings.

Why eat fish?

Eating fish is good for your health. Fish have omega-3s that can reduce your risk for heart disease and improve how the brain develops in unborn babies and children.

♥ = Fish high in omega-3s

What is the concern?

Some fish have high levels of mercury or PCBs. Mercury can harm the brain, especially in unborn babies and children. PCBs can cause cancer.

Guía para Consumir Pescado del Lago San Antonio

Mujeres de 18 a 45 años y niños de 1 a 17 años



Bagre Cabeza de toro (Bullhead)



Plateadito Salado (Inland Silverside)



Bagre Blanco (White Catfish)



♥ Especies de Róbalo Negro (Black Bass species)



Carpa (Carp)



Bagre (Channel Catfish)



Lubina Rayada (Striped Bass)

3 en total de porciones a la semana



1 en total porción a la semana

No la consuma

Mujeres de 46 años o más y hombres de 18 años o más



Bagre Cabeza de toro (Bullhead)



Plateadito Salado (Inland Silverside)



Bagre Blanco (White Catfish)



♥ Especies de Róbalo Negro (Black Bass species)



Carpa (Carp)



Bagre (Channel Catfish)



♥ Lubina Rayada (Striped Bass)

7 en total de porciones a la semana



2 en total porciones a la semana de especies de Róbalo Negro o carpa, 0 3 en total porciones a la semana de bagre



1 en total porción a la semana

¿Cuánto es una porción?



Para Adultos Para Niños

Una porción es aproximadamente igual al tamaño de la palma de tu mano para filetes de pescado. Dé porciones más pequeñas a los niños.

¿Por qué comer pescado?

Consumir pescado es bueno para la salud. El pescado contiene omega-3 que puede reducir el riesgo de enfermedades del corazón y mejora el desarrollo del cerebro en fetos y niños.

♥ = Pescados altos en omega-3s

¿Cuál es la preocupación?

Algunos pescados tienen altos niveles de mercurio o PCBs. El mercurio puede dañar al cerebro, especialmente en fetos y niños. PCBs pueden causar cáncer.



AB-1587 Invasive species: dreissenid mussels. (2017-2018)

Senate:

Assembly: 1st Cmt

| Bill Status | |
|-----------------------------------|--|
| Measure: | AB-1587 |
| Lead Authors: | Levine (A) |
| Principal Coauthors: | - |
| Coauthors: | - |
| Topic: | Invasive species: dreissenid mussels. |
| 31st Day in Print: | 03/21/17 |
| Title: | An act to amend Section 675 of the Harbors and Navigation 2301 of the Fish and Game Code, and to amend Section 676 of the Harbors and Navigation Code, relating to vessels invasive species. |
| House Location: | Assembly |
| Last Amended Date: | 03/28/17 |
| Committee Location: | Asm Appropriations |
| Voting Committee Location: | Asm Water, Parks and Wildlife |
| Committee Action Date: | 04/04/17 |
| Committee Motion: | Do pass and be re-referred to the Committee on [Appropriations] |
| Committee Vote Result: | (PASS) »» Ayes: 8; Noes: 3; Abstain: 4; |

| Type of Measure |
|------------------------------------|
| Active Bill - In Committee Process |
| Majority Vote Required |
| Non-Appropriation |
| Fiscal Committee |
| Non-State-Mandated Local Program |
| Non-Urgency |
| Non-Tax levy |

| Last 5 History Actions | |
|------------------------|--|
| Date | Action |
| 04/04/17 | From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 3.) (April 4). Re-referred to Com. on APPR. |
| 03/29/17 | Re-referred to Com. on W.,P., & W. |
| 03/28/17 | From committee chair, with author's amendments: Amend, and re-refer to Com. on W.,P., & W. Read second time and amended. |
| 03/27/17 | Referred to Com. on W.,P., & W. |
| 02/19/17 | From printer. May be heard in committee March 21. |



AB-1587 Invasive species: dreissenid mussels. (2017-2018)

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AMENDED IN ASSEMBLY MARCH 28, 2017

CALIFORNIA LEGISLATURE— 2017–2018 REGULAR SESSION

ASSEMBLY BILL

No. 1587

Introduced by Assembly Member Levine

February 17, 2017

An act to amend Section ~~675 of the Harbors and Navigation~~ 2301 of the Fish and Game Code, and to amend Section 676 of the Harbors and Navigation Code, relating to ~~vessels~~: *invasive species*.

LEGISLATIVE COUNSEL'S DIGEST

AB 1587, as amended, Levine. ~~Vessels; registration fee; Quagga and Zebra Mussel Infestation Prevention Program~~: *invasive species: dreissenid mussels*.

Existing law, until January 1, 2020, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water within the state, dreissenid mussels, and authorizes the Director of Fish and Wildlife to engage in various enforcement activities with regard to dreissenid mussels. Among those activities, existing law authorizes the director to conduct inspections of waters of the state and facilities located within waters of the state that may contain dreissenid mussels and, if those mussels are detected or may be present, order the closure of the waters or facilities to conveyances or otherwise restrict access to the waters or facilities, with the concurrence of the Secretary of the Natural Resources Agency.

Existing law requires any person, or federal, state, or local agency, district, or authority, that owns or manages a reservoir, as defined, where certain recreational activities are permitted, except a privately owned reservoir that is not open to the public, and where nonnative dreissenid mussels have not been detected, to assess the vulnerability of the reservoir for the introduction of nonnative dreissenid mussel species and to develop and implement a program designed to prevent the introduction of that species.

Existing law requires the owner of a vessel, as described, to register the vessel in accordance with prescribed requirements. Existing law establishes a registration fee for vessels. Existing law imposes an additional ~~fee~~ *fee, known as the quagga and zebra mussel prevention infestation fee*, in specified amounts, as determined by the ~~division~~, *Division of Boating and Waterways*, on a vessel required to pay that fee, and requires funds from the fee, upon appropriation by the Legislature, to be used to, among other things, implement and administer dreissenid mussel monitoring, inspection, and infestation prevention programs, as prescribed. *Existing law requires the division to award grants from those funds to entities that own or manage reservoirs described above*

for the reasonable regulatory costs incident to the implementation of a dreissenid mussel prevention and inspection program.

This bill would ~~make nonsubstantive changes in that provision imposing an additional fee to be used for those dreissenid mussel monitoring, inspection, and infestation prevention programs~~; instead require, rather than authorize, the Director of Fish and Wildlife to order the closure of waters or facilities to conveyances for a period of no less than 7 working days if dreissenid mussels are detected or may be present and would make other related changes. Upon lifting a closure on a reservoir described above where dreissenid mussels have been detected, the bill would require the director to order the entity that owns or manages the reservoir to implement a dreissenid mussel control program to prevent the spread of dreissenid mussels within the state from conveyances exiting the reservoir. The bill would authorize the Division of Boating and Waterways to award grants from funds generated from the quagga and zebra mussel prevention infestation fee to those entities required by the director to implement a dreissenid mussel control program for the reasonable regulatory costs to implement the program. The bill would make violations of an order issued by the director subject to a civil penalty of \$1,000 per violation, imposed administratively by the Department of Fish and Wildlife.

Vote: majority Appropriation: no Fiscal Committee: ~~no~~yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. *The Legislature finds and declares all of the following:*

(a) *Quagga and zebra mussels, nonnative dreissenid mussels introduced in the United States from Europe in 1988, pose an immediate and significant threat to California's water supply, flood control, power generation, and aquatic recreation infrastructure.*

(b) *California law generally makes it unlawful to possess, import, ship, or transport in the state, or place, plant, or cause to be placed or planted in any water within the state, dreissenid mussels.*

(c) *The quagga and zebra mussel infestation prevention fee is an additional fee imposed on the boater registration fee that funds a program administered by the Division of Boating and Waterways to prevent the spread of quagga and zebra mussels in the state. The division uses a portion of the funds to award grants to owners or managers of certain reservoirs to develop and implement a program designed to prevent the spread of quagga and zebra mussels through activities including watercraft inspection, the use of decontamination processes and units, and the implementation of banding programs. This funding is only available to owners or managers of water bodies where quagga or zebra mussels have not been detected.*

(d) *Despite the existing law and prevention activity, quagga and zebra mussels continue to spread in the state.*

(e) *On December 8, 2016, six adult quagga mussels were discovered by the Department of Water Resources in the Angeles Tunnel, a pipeline that moves water from Pyramid Lake to Elderberry Forebay and subsequently to Castaic Lake in the County of Los Angeles.*

(f) *On December 15, 2016, the Metropolitan Water District of Southern California and the Los Angeles Department of Water and Power discovered two adult quagga mussels at the Castaic Power Plant at the northern end of Elderberry Forebay, which is currently dewatered. This incident is the first known finding of quagga or zebra mussels in a water body that is part of the State Water Project.*

(g) *It is in the state's interest to prevent quagga and zebra mussels from spreading farther into the State Water Project by authorizing the Division of Boating and Waterways to provide grants for controlling the spread of quagga or zebra mussels to the owners or managers of certain reservoirs where quagga or zebra mussels have been detected.*

SEC. 2. *Section 2301 of the Fish and Game Code is amended to read:*

2301. (a) (1) Except as authorized by the department, a person shall not possess, import, ship, or transport in the state, or place, plant, or cause to be placed or planted in any water within the state, dreissenid mussels.

(2) The director or his or her designee may do all of the following:

(A) Conduct inspections of conveyances, which include vehicles, boats and other watercraft, containers, and trailers, that may carry or contain adult or larval dreissenid mussels. Included as part of this authority to conduct inspections is the authority to temporarily stop conveyances that may carry or contain adult or larval dreissenid mussels on any roadway or waterway in order to conduct inspections.

(B) Order that areas in a conveyance that contain water be drained, dried, or decontaminated pursuant to procedures approved by the department.

(C) Impound or quarantine conveyances in locations designated by the department for up to five days or the period of time necessary to ensure that dreissenid mussels can no longer live on or in the conveyance.

(D) (i) Conduct inspections of waters of the state and facilities located within waters of the state that may contain dreissenid mussels. If dreissenid mussels are detected or may be present, the director or his or her designee ~~may~~ *shall* order the affected waters or facilities closed to conveyances ~~or otherwise restrict access to the affected waters or facilities, for a period of no less than seven working days~~ and shall order that conveyances removed from, or introduced to, the affected waters or facilities be inspected, quarantined, ~~or and~~ disinfected in a manner and for a duration necessary to detect and prevent the spread of dreissenid mussels within the state.

(ii) For the purpose of implementing clause (i), the director or his or her designee shall order the closure ~~or quarantine of, or restrict access to,~~ of these waters, areas, or facilities in a manner and duration ~~necessary~~ *necessary, but no less than seven working days*, to detect and prevent the spread of dreissenid mussels within the state. ~~No closure, quarantine, or restriction~~ *A closure* shall *not* be authorized by the director or his or her designee without the concurrence of the Secretary of the Natural Resources Agency. If a closure lasts longer than seven days, the department shall update the operator of the affected facility every 10 days on efforts to address the dreissenid *mussel* infestation. The department shall provide these updates in writing and also post these updates on the department's Internet Web site in an easily accessible manner.

(iii) The department shall develop procedures to ensure proper notification of affected local and federal agencies, and, as appropriate, the Department of Water Resources, the Department of Parks and Recreation, and the State Lands Commission in the event of a decision to ~~close, quarantine, or restrict~~ *close* a facility pursuant to this paragraph. These procedures shall include the reasons for the ~~closure, quarantine, or restriction,~~ *closure* and methods for providing updated information to those affected. These procedures shall also include protocols for the posting of the notifications on the department's Internet Web site required by clause (ii).

(iv) When deciding the scope, duration, level, and type of ~~restrictions, and specific location of a closure or quarantine,~~ *restrictions of a closure,* the director shall consult with the agency, entity, owner, or operator with jurisdiction, control, or management responsibility over the marina, boat launch facility, or other facility, in order to focus the closure ~~or quarantine to specific areas and facilities~~ so as to avoid or minimize disruption of economic or recreational activity in the vicinity.

(v) Upon lifting a closure pursuant to clause (i) on a reservoir described in subdivision (a) of Section 2302 where dreissenid mussels have been detected, the director shall order the entity that owns or manages that reservoir to implement a dreissenid mussel control program to prevent the spread of dreissenid mussels within the state from conveyances exiting the reservoir. The program shall include the installation and operation of decontamination stations at the reservoir and a requirement that conveyances exiting the reservoir be decontaminated. The entity administering the program shall be immune from liability for any damage to conveyances resulting from reasonable activities conducted pursuant to the decontamination process. Violation of this clause is not subject to the sanctions set forth in Section 12000. A person who violates an order issued by the director pursuant to this clause shall, instead, be subject to a civil penalty in an amount not to exceed one thousand dollars (\$1,000) per violation, that is imposed administratively by the department.

(b) (1) Upon a determination by the director that it would further the purposes of this section, other state agencies, including, but not limited to, the Department of Parks and Recreation, the Department of Water Resources, the Department of Food and Agriculture, and the State Lands Commission, may exercise the authority granted to the department in subdivision (a).

(2) A determination made pursuant to paragraph (1) shall be in writing and shall remain in effect until withdrawn, in writing, by the director.

(c) (1) Except as provided in paragraph (2), Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the implementation of this section.

(2) An action undertaken pursuant to subparagraph (B) of paragraph (2) of subdivision (a) involving the use of chemicals other than salt or hot water to decontaminate a conveyance or a facility is subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

(d) (1) A public or private agency that operates a water supply system shall cooperate with the department to implement measures to avoid infestation by dreissenid mussels and to control or eradicate any infestation that may occur in a water supply system. If dreissenid mussels are detected, the operator of the water supply system,

in cooperation with the department, shall prepare and implement a plan to control or eradicate dreissenid mussels within the system. The approved plan shall contain the following minimum elements:

- (A) Methods for delineation of infestation, including both adult mussels and veligers.
 - (B) Methods for control or eradication of adult mussels and decontamination of water containing larval mussels.
 - (C) A systematic monitoring program to determine any changes in conditions.
 - (D) The requirement that the operator of the water supply system permit inspections by the department as well as cooperate with the department to update or revise control or eradication measures in the approved plan to address scientific advances in the methods of controlling or eradicating mussels and veligers.
- (2) If the operator of water delivery and storage facilities for public water supply purposes has prepared, initiated, and is in compliance with all the elements of an approved plan to control or eradicate dreissenid mussels in accordance with paragraph (1), the requirements of subdivision (a) do not apply to the operation of those water delivery and storage facilities, and the operator is not subject to any civil or criminal liability for the introduction of dreissenid mussel species as a result of those operations. The department may require the operator of a facility to update its plan, and if the plan is not updated or revised as described in subparagraph (D) of paragraph (1), subdivision (a) shall apply to the operation of the water delivery and storage facilities covered by the plan until the operator updates or revises the plan and initiates and complies with all of the elements of the updated or revised plan.
- (e) Any entity that discovers dreissenid mussels within this state shall immediately report the discovery to the department.
- (f) (1) In addition to any other penalty provided by law, any person who violates this section, violates any verbal or written order or regulation adopted pursuant to this section, or who resists, delays, obstructs, or interferes with the implementation of this section, is subject to a penalty, in an amount not to exceed one thousand dollars (\$1,000), that is imposed administratively by the department.
- (2) A penalty shall not be imposed pursuant to paragraph (1) unless the department has adopted regulations specifying the amount of the penalty and the procedure for imposing and appealing the penalty.
- (g) The department may adopt regulations to carry out this section.
- (h) Pursuant to Section 818.4 of the Government Code, the department and any other state agency exercising authority under this section shall not be liable with regard to any determination or authorization made pursuant to this section.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 3. *Section 676 of the Harbors and Navigation Code is amended to read:*

676. (a) All moneys deposited in the Harbors and Watercraft Revolving Fund pursuant to Section 675 shall be available, upon appropriation by the Legislature, for the following purposes:

(1) For reasonable costs incurred by the ~~department~~ *division* associated with determining the prevention fee and adoption of regulations pursuant to Section 675, and with administering the grants pursuant to subdivision (b).

(2) (A) For reasonable costs, not to exceed 15 percent of the remaining revenues deposited into the fund, of the Department of Fish and ~~Game~~ *Wildlife* for implementation of subparagraph (A) or (C) of paragraph (2) of, or paragraph (1) of, subdivision (a) of Section 2301 or Section 2302 of the Fish and Game Code in those areas of the state where a dreissenid mussel infestation prevention plan has not been implemented.

(B) The amount specified in subparagraph (A) is in addition to moneys available pursuant to subdivision (d) of Section 85.2.

(3) An amount not less than 85 percent of the remaining revenues deposited into the fund shall be made available for ~~grants~~ *both of the following*:

(A) *Grants* to entities subject to subdivision (a) of Section 2302 of the Fish and Game Code for the reasonable regulatory costs incident to the implementation of a dreissenid mussel infestation prevention plan implemented either before or after January 1, 2013, that is consistent with the requirements of Section 2302 of the Fish and Game Code.

(B) Grants to entities that own or manage a reservoir described in subdivision (a) of Section 2302 of the Fish and Game Code in which dreissenid mussels have been detected for the reasonable regulatory costs to implement a dreissenid mussel control program required pursuant to clause (v) of subparagraph (D) of paragraph (2) of subdivision (a) of Section 2301 of the Fish and Game Code to prevent the spread of dreissenid mussels within the state from conveyances exiting those reservoirs.

(b) For the purposes of awarding grants pursuant to *subparagraph (A) of paragraph (3) of subdivision (a)*, the ~~department~~ *division* shall do all of the following:

(1) Give priority to dreissenid mussel infestation prevention plans that are consistent with Section 2302 of the Fish and Game Code and that also include visual and manual inspection standards and other infestation prevention procedures consistent with either the Department of Fish and ~~Game's Wildlife's~~ *Invasive Mussel Guidebook for Recreational Water Managers and Users*, dated September 2010, or the Natural Resource Agency's *Aquatic Invasive Species Management Plan*, dated January 2008, or subsequently adopted guidebooks and management plans.

(2) Take into consideration the benefits of regional-scale dreissenid mussel infestation prevention plans.

(3) Take into consideration the unique economic, ecological, and recreational impacts to rural and urban reservoirs from dreissenid mussel infestation.

(c) For purposes of this article, reasonable regulatory costs ~~include~~ *include, but are not limited to*, costs associated with the investigation and inspection of a conveyance for the presence of dreissenid mussels prior to contact with a reservoir, as defined in Section 6004.5 of the Water ~~Code~~ *Code, and the decontamination of conveyances before and after contact with a reservoir*. None of the revenues collected pursuant to subdivision (a) of Section 675 shall be used for any purpose other than those explicitly authorized by this section.

(d) For the purposes of this section, conveyances include boats and other watercraft, and associated vehicles, containers, and trailers that may carry or contain adult or larval dreissenid mussels.

(e) As a condition of receiving grant funding pursuant to this section, an entity shall report to the ~~department~~ *division* data, as deemed appropriate by the ~~department, division~~, regarding dreissenid mussel prevention and inspection programs *or dreissenid mussel control programs* implemented with the ~~funding~~ *funding, as applicable*.

~~SECTION 1. Section 675 of the Harbors and Navigation Code is amended to read:~~

~~675.(a) In addition to the fees imposed that are imposed pursuant to paragraphs (1) and (2) of subdivision (b) of Section 9853 or Section 9860 of the Vehicle Code, there shall also be imposed an additional quagga and zebra mussel infestation prevention fee in an amount to be determined by the division as follows:~~

~~(1) The additional prevention fee imposed with the registration fee collected pursuant to paragraph (1) of subdivision (b) of Section 9853 of the Vehicle Code shall be not more than ten dollars (\$10).~~

~~(2) The additional prevention fee imposed with the registration fee collected pursuant to paragraph (2) of subdivision (b) of Section 9853 of the Vehicle Code shall be not more than twenty dollars (\$20).~~

~~(3) The additional prevention fee imposed with the registration fee collected pursuant to Section 9860 of the Vehicle Code shall be not more than twenty dollars (\$20).~~

~~(b) In determining the amount of the fee imposed pursuant to this subdivision, the division shall establish, and consult with, a technical advisory group consisting of interested persons, including, but not limited to, recreational boating and reservoir operation representatives. The members of the advisory group shall be appointed by the director.~~

~~(c) The division shall adopt an emergency regulation to prescribe procedures for the collection and use of the quagga and zebra mussel infestation prevention fee for the purposes of this article. The emergency regulations shall include rules for administering the grants awarded pursuant to Section 676.~~

~~(d) All revenues collected from the fee shall be deposited into the Harbors and Watercraft Revolving Fund, and shall be expended solely for the purposes set forth in Section 676.~~

~~(e) The fee established by this section shall not apply to vessels that are used exclusively in marine waters.~~