



Hidden Valley Lake Community Services District

LAKE WATER USE AGREEMENT-Ad Hoc Committee

Agenda

DATE: February 6, 2020
TIME: 1:00 PM
PLACE: Hidden Valley Lake CSD
Administration Office, GM Office
19400 Hartmann Road
Hidden Valley Lake, CA

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) REVIEW and DISCUSS: Lake Water Use Agreement
- 6) PUBLIC COMMENT
- 7) COMMITTEE MEMBER COMMENT
- 8) ITEMS FOR NEXT AGENDA
- 9) ADJOURNMENT

Public records are available upon request. Board Packets are posted on our website at www.hvllcsd.org/Meetings.

In compliance to the Americans with Disabilities Act, if you need special accommodations to participate in or attend the meeting please contact the District Office at (707) 987-9201 at least 48 hours prior to the scheduled meeting.

Public shall be given the opportunity to comment on each agenda item before the Governing Board acts on that item, G.C. 54953.3. All other comments will be taken under Public Comment.

WATER USE AGREEMENT

THIS WATER USE AGREEMENT ("Agreement") is between the HIDDEN VALLEY LAKE COMMUNITY SERVICE DISTRICT ("District") and the HIDDEN VALLEY LAKE ASSOCIATION ("Association") concerning rights to and use of Hidden Valley Lake and its shoreline ("Lake").

RECITALS

- A. District holds appropriate water rights pursuant to License 9674 (Application 22033) ("License"), issued by the State Water Resources Control Board, to divert and store water for recreational, wildlife enhancement and fire protection purposes; and
- B. Association holds fee title to the land underlying Lake, subject to an easement authorizing District to flood said lands with water diverted and stored to the License; and
- C. District and Association desire to formalize their respective rights and responsibilities related to the use of the Lake, and to ensure that the Lake remains a secure and safe water resource for the District and Association.

Now, therefor, District and Association hereby agree as follows:

1. Association Use of Lake

Association shall have the right to enter upon and use Lake for recreational and maintenance purposes under the terms and conditions provided herein and subject to the District's use of water pursuant to License.

2. Compensation

Association shall pay to the District the sum of one dollar (\$1.00) for each year or any part thereof for the right authorized under this agreement. Said sum shall be due upon execution of this agreement by both parties. In addition, Association shall be responsible for all costs of maintaining the Lake, access thereto in suitable condition for recreational and maintenance uses, including all costs associated with any treatment of the Lake with aquatic pesticides unless otherwise agreed to by both parties.

3. Compliance with Law

- a. In exercising its rights under this agreement, Association shall comply with all applicable requirements of federal and state laws and regulations and county ordinances
- b. Association shall provide the District advanced notice of any maintenance work proposed to be conducted at the Lake, including the date and time such work is

scheduled and the name of the firm and/or individual performing such work which could impact any state and federal regulations.

- c. District hereby appoints Association to be the agent of the District for application of aquatic pesticides to the Lake, provided that such application is consistent with and complies with all state and federal regulations
- d. Association shall provide District with copies of all documentation it submits to governmental agencies regulating the Lake and its use, and provide District an opportunity to review and comment thereon in advance of its submission, to the extent maximally practicable
- e. Failure to comply with any aspect of this agreement shall constitute a violation of this agreement. The violator may be subject to a fine not to exceed \$300.00 per occurrence and a maximum of \$300.00 may be charged per given month for a maximum annual fine of \$3,600.00 per calendar year. The violating party is to be given 15 calendar days to correct the violation. If no corrective action is taken by the end of the 15-day period, the \$300.00 fine is to be billed to the violating party and is collectable immediately.

Fines may be implemented for failure to meet the annual and/or quarterly meeting requirements, failure to pay the annual use fee within the first quarter, any and all failure to notify the District of any and all treatments and applications to the lake water for aquatic weed abatement or dredging.

Any and all fines, fees or costs associated with local, state and/or federal non-compliance due to a violation of this agreement shall be the sole responsibility of the violating party to pay.

4. Reservation of District's Right to Use Lake Water

Notwithstanding the rights granted Association under this Agreement, District shall retain the right to utilize any and all water in the Lake to the extent it determines, in its sole discretion that such use is necessary to meet emergency situations and conditions. Association shall ensure that access routes to the Lake are maintained in such a condition that emergency vehicles have full access thereto.

5. Meetings

- a. Annual Meeting to Review Water Use Agreement-Representatives of Association and District shall meet at least once per calendar year in the first quarter to review and discuss the terms of the Agreement, and issues related to Lake use and management
- b. Quarterly Meetings to Review Operations and Maintenance Activities-Representatives of Association and District shall meet at least quarterly to review and discuss issues related to Lake operations and maintenance activities.

6. Indemnification

Association shall indemnify and hold harmless, and when requested by the District to do so, defend the District, its directors and employees from any and all claims, demands or charges and from any loss or liability including attorney's fees and expenses of litigation arising out of the Association's negligent or intentional acts including negligent errors or omissions, violations of laws, willful misconduct or fraudulent representations or concealment by the Association, its officers, employees, agents or licensees arising out of this Agreement, excepting and excluding liability damages or charges caused by reason of the sole negligence of the District or the willful misconduct or fraudulent representation or concealment by the District, its directors, volunteers, employees or independent contractors.

7. Insurance

The association shall maintain for the entire duration of this contract such commercial general liability and automobile liability insurance as shall protect the District and its directors and employees from claims which may arise from the Association's obligations or rights under this Agreement. The amount of commercial general liability insurance will not be less than \$2,000,000 combined single limit per occurrence coverage for bodily and personal injury and property damage, and \$2,000,000 general aggregate. The amount of Automobile Liability insurance will not be less than \$1,000,000 Combined Single Limit per occurrence. The Association shall provide District with a certificate of insurance and an additional insured endorsement for its commercial general liability and automobile liability policies, and it shall name the District as an additional insured.

8. Litigation Costs

Should litigation be necessary to enforce any terms or provisions of this contract or to collect any portion of the amount payable under this contract, litigation and collection expenses, witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party in the amounts set by the court.

9. Effective Date

This agreement shall become effective upon the execution by both parties, and be effective for one year unless renewed, or sooner terminated by either party. Renewal of this agreement for successive one-year terms shall be automatic upon payment by Association of a renewal fee of one dollar (\$1), which shall cover compensation for the next ensuing year.

10. Termination

This agreement may be terminated by either party for any cause upon 60 days written notice given to the other.

Executed on this 6th day of February 2020

Hidden Valley Lake Community Services District

Judy Mirbegian, President to the Board

Printed Name & Title

Signature

Hidden Valley Lake Association

Printed Name & Title

Signature