

MEMO

TO: Board of Directors

FROM: District Manager

SUBJECT: AGREEMENT WITH SANTA CRUZ COUNTY HORSEMAN'S ASSOCIATION

DATE: August 24, 2009

RECOMMENDATION:

It is recommended that the Board of Directors review this memo and approve the attached resolution.


BACKGROUND:

On February 1, 1988 your Board approved the original agreement with the Santa Cruz County Horseman's Association for the use of the District's Olympia Wellfield property. The term of the original agreement was ten (10) years. On April 1, 1999 your Board renewed the agreement for an additional ten (10) year term. The current agreement has now lapsed and the Horseman's Association would like to renew the agreement for an additional term.

Staff is currently in the process of updating the District's Watershed Management Plan. Staff estimates that the management plan for the Olympia Wellfield property will be completed by Spring 2010. The updated Watershed Management Plan will address potential issues relative to equestrian use of the District's Olympia Wellfield property.

Staff is recommending that the District approve a one (1) year interim extension with the Santa Cruz County Horseman's Association for the use of the District's Olympia Wellfield property. The Environmental Committee discussed this matter at their August 18, 2009 meeting. The Environmental Committee directed staff to agendize this matter for your Board.

It is recommended that the Board of Directors review this memo and approve the attached resolution.


James A. Mueller
District Manager

JAM/bsb

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. (09-10)

**SUBJECT: APPROVAL OF AGREEMENT WITH SANTA CRUZ COUNTY
HORSEMEN'S ASSOCIATION FOR USE OF DISTRICT PROPERTY;
APN 73-101-10 AND -12**

WHEREAS, the Santa Cruz County Horsemen's Association has requested permission to use portions of District property at the Olympia Wellfield; and

WHEREAS, the Board of Director's has reviewed and considered said request;
and

WHEREAS, the Association has obtained insurance and is willing to undertake some maintenance responsibilities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Lorenzo Valley Water District approves the attached Agreement, and the President of the Board is authorized and directed to execute the Agreement on behalf of the District.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 3rd day of September, 2009 by the following vote of the members thereof:

AYES:
NOES:
ABSTAIN:
ABSENT:

B. Barchi, District Secretary
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

AGREEMENT FOR USE OF DISTRICT PROPERTY APN 73-101-10 AND -12

THIS AGREEMENT is made and entered into this ____ day of September, 2009 by and between SAN LORENZO VALLEY WATER DISTRICT, hereinafter referred to as "DISTRICT" and the SANTA CRUZ COUNTY HORSEMEN'S ASSOCIATION, hereinafter referred to as "ASSOCIATION".

WITNESSETH

WHEREAS, DISTRICT is the owner of property commonly referred to as the Olympia Wellfield; and

WHEREAS, DISTRICT's Olympia Wellfield contains riding trails on APN 73-101-10 and 73-101-12; and

WHEREAS, ASSOCIATION proposes to use this area for the purpose of recreation; and

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, for a period of one (1) year, unless terminated by either party under Section 2.

2. EARLY TERMINATION. ASSOCIATION may terminate upon 10 days notice delivered to DISTRICT's office, and DISTRICT may terminate this Agreement without cause upon sixty days notice sent under Section 9 hereof. DISTRICT may deliver 30 days notice of termination to ASSOCIATION for material breach of this Agreement to the address shown under Section 9 hereof. In the event ASSOCIATION fails to comply with Section 5 hereof, this Agreement shall be terminated automatically. "Material Breach" shall include, but not be limited to, deterioration of trails into a non-maintained condition. The Agreement shall be terminated by mailing, certified, return receipt requested, written notice by either party.

3. DESCRIPTION OF USE. By this Agreement, ASSOCIATION and other signatories are hereby granted permission to use a portion of DISTRICT property for horseback riding. By this Agreement, ASSOCIATION does covenant that equestrian use by its members will remain at current levels; no increase beyond current usage will be allowed.

4. AREA OF USE. Horseback riding, by this Agreement, is limited to trails acceptable to DISTRICT, to be clearly marked. The marking of trails will be carried out by either the DISTRICT, if free labor is available, or by ASSOCIATION. Trail markers will consist of 4x4 redwood posts with a directional marker or a small round metal plate with

directional marker, where trees are available to place markers. ASSOCIATION will provide materials for trail marking. Representatives of DISTRICT and ASSOCIATION will mutually agree on locations for trail markers. ASSOCIATION and signatories of this Agreement will restrict their equestrian activities to these approved trails. No other area of the DISTRICT's land will be used for equestrian activities. Trails shall remain in their present locations, and shall not be increased, decreased or relocated, except to prevent threatened harm to persons, property, and/or water or other environmental resources in the good faith determination of the District. The present location of the trails is shown in concept on Exhibit A attached hereto and made fully a part hereof by this reference.

5. INSURANCE. ASSOCIATION will take out and maintain at all times general liability insurance satisfactory to DISTRICT covering use of District's property herein, providing for defense, claims adjusting, investigation and indemnity. Said insurance shall be in an aggregate amount of not less than \$1 million, and shall name DISTRICT, and its officers, agents and employees, as insureds thereunder. No cancellations, changes, reduction in coverage, increase in self-insured retention, or deductibles shall be effective until 30 days written notice thereof shall have been received at DISTRICT's office.

6. EXISTING PROTECTION FROM LIABILITY. All parties to this Agreement certify they are familiar with Government Code Section 831.4 which in part reads, "public agencies are not liable for injuries caused by the condition of: 1) Any unpaved road or any trail which provides access to recreation" and the California Government Code Section 831.7 which provides immunity to public agencies and public employees for "hazardous recreational activities", defined therein as including "animal riding", and further agree that said section(s) apply to the activities and persons signatory hereto.

7. INSPECTION. DISTRICT will inspect the property at least two times each year with a representative of ASSOCIATION to determine if damage has resulted from the use allowed by this Agreement, or if a dangerous situation exists which requires immediate correction. ASSOCIATION agrees to provide maintenance of trails revealed by inspections, unless DISTRICT informs ASSOCIATION it will perform specific maintenance or correction on a case-by-case basis. ASSOCIATION agrees to provide DISTRICT representative use of a horse to perform inspections of trails. DISTRICT will provide at least two (2) days notice of inspection to representative of ASSOCIATION.

8. PROTECTION OF VEGETATION. DISTRICT has adopted a Watershed Protection Plan which provides policies to protect existing vegetation. The Olympia Wellfield property contains areas of recognized rare and endangered plant species. DISTRICT will be responsible for marking and any fencing of rare and endangered species. ASSOCIATION and signatories agree not to damage or defoliate areas currently vegetated. Further, ASSOCIATION agrees to protect areas presently vegetated and prevent excessive erosion of trails due to equestrian use. ASSOCIATION will immediately report any observed off-road vehicle use of trails. ASSOCIATION and signatories will immediately notify DISTRICT of any physical change in the condition of trails which they consider dangerous.

9. NOTICE. All written notices to the parties shall be sent United States Mail, postage prepaid, by registered mail, return receipt requested, addressed as follows:

DISTRICT:

James A. Mueller, District Manager
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

ASSOCIATION:

Kristi Locatelli
7940 East Zayante Road
Felton, CA 95018

Santa Cruz County
Horsemen's Association
P. O. Box 1014
Santa Cruz, CA 95061

Changes to the above addresses and persons can be made by the same form of notice.

10. AUTHORITY TO EXECUTE AGREEMENT. Both DISTRICT and ASSOCIATION do covenant that each party is a person duly authorized and empowered to execute Agreement for such party.

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SAN LORENZO VALLEY
WATER DISTRICT

SANTA CRUZ COUNTY
HORSEMEN'S ASSOCIATION

Fred McPherson, President
Board of Directors

Kristi Locatelli for
the Board of Directors

Attest:

B. Barchi
District Secretary