

AGREEMENT

CANYON DEL REY WATERSHED

JOINT POWERS AGENCY

ARTICLE I

SECTION 1. CREATION OF AGENCY:

Pursuant to Government Code Sections 6500 et seq. and subject to the terms, conditions and limitations contained in this Agreement, the CITIES OF DEL REY OAKS, MONTEREY, SEASIDE, THE COUNTY OF MONTEREY, and the MONTEREY PENINSULA REGIONAL PARK DISTRICT hereby establish and create the CANYON DEL REY WATERSHED JOINT POWERS AGENCY.

SECTION 2. PURPOSE:

The purpose of the Agency is to exercise the powers common to the parties hereto and coordinate the development and maintenance of the Canyon Del Rey Watershed so as to preserve and improve the water quality of Laguna Grande and Roberts Lakes for the use and benefit of the citizens of the region.

SECTION 3. PUBLIC AGENCY:

The Agency is a public agency, separate and distinct from the member agencies and any obligations, actions or liabilities shall not be construed as those of the member agencies. It shall have the right to sue and be sued, contract, expend funds, and have all other rights, duties and powers to carry out its purposes except as said powers are specifically limited by this Agreement.

SECTION 4. ADOPTION OF THE AREA OF RESPONSIBILITIES MAP:

The map attached hereto delineating the boundaries of the Canyon Del Rey Watershed is hereby adopted as representing the geographical area covered by this agreement. Any changes or modifications of the Area of Responsibilities Map shall be unanimously agreed upon by the members of the Agency.

SECTION 5. DUTIES AND JURISDICTION OF MEMBER AGENCIES:

It is acknowledged that as set forth below, the members will assume responsibility for seeking to accomplish the long-term objectives of the adopted 208 Water Quality Management Plan for the Monterey Bay Region. Each, therefore, agrees to take such steps as it deems appropriate to accomplish the following:

(a) Develop ordinances and best management practices to mitigate erosion and runoff in the watershed.

(b) Pursue outside funding to reduce local costs of capital improvements.

(c) Negotiate allocation of costs for lake improvement and restoration.

SECTION 6. FEDERAL AND STATE FUNDS AND GRANTS:

The Agency may make application for, receive, and expend State and Federal funds, provided that any matching requirements, or any future financial obligations on any member agency must first be approved by said member agency.

ARTICLE II

ORGANIZATION

SECTION 1. MEMBERSHIP:

Each member Agency shall have one vote and shall appoint one elected or appointed official and one alternate to serve on the Agency. The representative shall serve at the pleasure of the appointing member Agency. The member Agency shall notify the Agency of its representative, alternate, and any subsequent changes.

SECTION 2. OFFICERS:

The representatives shall elect a Chairman and a Vice-Chairman who shall serve a term of one year. If there is a vacancy, the representatives shall elect one from among themselves to serve for the remainder of the term.

SECTION 3. MEETINGS:

The Agency shall establish an annual meeting and shall meet at least annually. It may establish such regular or special meetings as are necessary to accomplish the business of the Agency.

It shall meet in one of the member cities unless special circumstances require a meeting outside said boundaries. All meetings shall be open to the public and the agency shall give such notice as required by law.

SECTION 4. BY-LAWS:

The Agency may adopt such By-laws, rules and regulations as it deems necessary to conduct its business and carry out the purposes of the Agency.

SECTION 5. SECRETARY AND OTHER PERSONNEL:

The Agency shall designate one of the member Agencies to serve as Secretary to the Agency for one year on a rotating basis. The Secretary shall provide such administrative and clerical services as are necessary to carry out the Agency business including the preparation of minutes, correspondence and maintenance of the Agency files. The Secretary shall provide personnel to perform this service at no cost to the Agency.

No permanent staff shall be retained without the unanimous consent of all member agencies. Whenever services beyond normal clerical and administrative assistance is required, the Agency shall attempt to have said services provided by the staff of one of the member agencies, for which it may reimburse said member Agency.

ARTICLE III

FINANCIAL AND MISCELLANEOUS PROVISIONS

SECTION 1. DESIGNATION OF DEPOSITORY:

Pursuant to Government Code Section 6505.5, the Treasurer of the CITY OF MONTEREY is hereby appointed the depository of the Agency funds and shall have all rights, duties and obligations as are imposed by law. The CITY OF MONTEREY shall be paid for said services in an amount determined by the Agency plus the actual cost of any external audit that may be required by law.

SECTION 2. BUDGET - LIMITATION OF EXPENDITURES AND OBLIGATIONS:

The Agency shall propose such budgets, either for annual operating expense or for specific expenditures or projects as may be necessary to carry out the purposes of this Agreement. Each said budget shall set forth the contribution and the time of said contribution required of each member Agency. No budget shall be adopted until approved in writing by each member Agency. Once approved, said budget shall be a binding obligation on the member Agency to provide the funds as set forth therein and shall be full authority for the expenditure of said funds by the Agency.

SECTION 2.1. DEBTS AND LIABILITIES:

Under the authority of Section 6508.1, Government Code the debts, liabilities, and obligations of the Agency are solely those of the Agency and not those of the parties to the agreement.

SECTION 2.2. INSURANCE

Agency shall obtain a policy or policies of insurance covering all of its operations (including public liability and property damage) with sufficient policy limits to afford reasonable protection to the Agency and its members. Each member Agency shall be named as co-insured on any policy or policies of insurance obtained.

SECTION 3. EFFECTIVE DATE - TERM OF AGENCY:

The Agency shall be deemed created upon the last date on which all of the member Agencies have executed this agreement. The Agency shall continue in existence until terminated by unanimous consent or until three (3) members withdraw.

SECTION 4. AMENDMENT:

Any proposed amendment shall be submitted to each member Agency at least thirty (30) days prior to its adoption, and provided further that Article I, Section 4, and Article III, Section 2, shall not be amended nor shall any provision be added which imposes financial liability or responsibility on a member Agency without its consent.

SECTION 5. WITHDRAWAL:

A member may withdraw at any time provided said member shall continue to make any financial contribution to the Agency previously agreed to in writing.

SECTION 6. DISPOSITION OF ASSETS ON TERMINATION:

Upon termination, the Agency shall distribute any remaining cash or equivalent equally, provided it may retain sufficient funds to meet any outstanding obligations. The Agency shall distribute such other assets as it sees fit.

IN WITNESS WHEREOF, the parties hereto have executed this CANYON DEL REY WATERSHED JOINT POWERS AGENCY AGREEMENT as of the date(s) indicated, and it is agreed that the document may be executed in counterpart by the individual agencies.

By: Gerald T. Fry  
Title: Gerald T. Fry Mayor  
Date: October 8, 1980  
Attested  
By: P. L. O'Hearn  
Title: P. L. O'Hearn City Clerk  
Agency: City of Monterey  
Date: October 8, 1980



Mayor  
GERALD FRY  
Council Members  
DANIEL ALBERT  
ALVIN ANDRUS  
LOUIS GOLD  
TED HOOKER  
City Manager  
JOHN GUNN

October 9, 1980

Mr. Wilber E. Smith, Executive Director  
Association of Monterey Bay Area Governments  
P. O. Box 190  
Monterey, California 93940

Dear Mr. Smith:

Enclosed is a fully executed agreement for the Canyon Del Rey Watershed Joint Powers Agency. The Agreement was authorized on October 7, 1980 by the Council's adoption of the enclosed Resolution No. 14,150 C.S.

Thank you for your continuing assistance.

Sincerely,

P. L. O'Hearn  
City Clerk

/ploh  
Enclosure

CC: Cities of Seaside and Del Rey Oaks  
Monterey Peninsula Regional Park District  
Airport District  
Monterey County Administrative Officer  
Flood Control District Engineer  
Director of Public Works  
Director of Building Inspection  
Counsel  
Ford Ord Director of Facilities Engineering  
Monterey City Attorney  
Director of Public Works  
Planning Director  
Building Department

CITY OF

AGENDA ITEM III-I-314,250.

To: City Manager  
From: Planning Director  
Date: October 2, 1980  
Subject: CANYON DEL REY WATERSHED JOINT POWERS AGENCY

Recommendation: That the City Council authorize execution of an Agreement for the Canyon Del Rey Watershed Joint Powers Agency.

Policy Implications: Execution of the Agreement will commit the City of Monterey to work with other agencies in the watershed to coordinate the maintenance of the watershed and improve the water quality of Laguna Grande and Roberts Lakes.

Problem Statement and Discussion: The Canyon Del Rey Watershed Joint Powers Agency Agreement has been held in abeyance awaiting a County of Monterey decision. The County has now executed the Agreement. Seaside has also signed the Agreement. The Monterey Peninsula Regional Park District signed an earlier version of the Agreement and are likely to sign the current Agreement. Fort Ord has agreed to cooperate in Joint Powers Agency efforts but cannot join the Agency. The Monterey Peninsula Airport District has declined to join the Joint Powers Agency. This leaves only the City of Del Rey Oaks who have yet to conceptually agree to sign the Agreement and join the Joint Powers Agency. With the exception of Del Rey Oaks, the major agencies in the watershed have thus agreed to join the Joint Powers Agency.

The Agreement and a Resolution authorizing its execution are attached. At this time, it is proposed that capital improvements to the watershed be funded by State and Federal agencies. The Joint Powers Agency members would pay operational and maintenance costs. Depending on what formula is finally agreed to, the City of Monterey's annual cost could approximate \$20,000.

Given that the City of Monterey could be a major contributor to the watershed's water quality problem if Monterey II is annexed, and a primary beneficiary if the Laguna Grande and Roberts Lake water quality is improved, the City should support some reasonable means of resolving the watershed's water quality issues. Execution of this Joint Powers Agreement is a first step to resolving those issues.

  
Richard M. Garrod

RMG:cp  
Attachments: Resolution.  
Agreement

Report to Monterey County Board of Supervisors

*City Clerk*  
cc: PD, DPW, CA

SUBJECT	CLARIFICATION OF THE MONTEREY PENINSULA AIRPORT DISTRICT'S ROLE IN THE CANYON DEL REY WATERSHED JOINT POWERS AGREEMENT	BOARD MEETING DATE 9/23/80	AGENDA NUMBER NON-AGENDA
DEPARTMENT	Administrative Management		

DISCUSSION

As you may recall, on September 2, 1980, your Board received a report and recommendation from me concerning participation in the Canyon Del Rey Watershed Joint Powers Agreement (J.P.A.). In the report, I noted the cities of Monterey and Seaside and the Monterey Peninsula Regional Park District had approved the agreement in concept. Also, I mentioned the Monterey Peninsula Airport District and Fort Ord were expected to contribute maintenance costs and adopt measures to help reduce pollution of the lakes (Roberts and Laguna Grande).

It should be clarified the Monterey Peninsula Airport District has not expressed a willingness, at this time, to support maintenance costs of the lakes or to participate in a joint powers agreement. While the Airport District has participated in AMBAG's technical committee meetings on this subject, it contends that the Airport District is not a contributor to the pollution problems at the lakes.

In my report, I noted the District was "expected" to join the J.P.A. primarily because AMBAG has identified the Airport District both as a separate entity in the watershed area and a contributor to the pollution in the lakes. The pollution is alleged to occur from the petroleum (gas and oil) washed off the airport runways and sediment eroding from the airport property into the drainage basin.

AMBAG is currently working with Fort Ord to establish control measures for the federal facility. The Director of Facilities Engineering, Colonel Robert Cremer, has already committed Fort Ord to assisting in mitigating pollution problems.

*By* *Richard D. Moore*  
RICHARD ANDREWS  
Administrative Officer  
September 19, 1980

RA:CT:jm

cc: Dick Ford, Director, Monterey Peninsula Airport District  
Wilbur Smith, Director, AMBAG

SEP 23 1980

AD-03-5/80



cc: Cont'd.

Loran Bunte, Flood Control District Engineer

Bruce McClain, Director of Public Works

Bill Clarke, Director of Building Inspection

• Ralph Kuchler, County Counsel

Cities of Seaside, Monterey, Del Rey Oaks

Monterey Peninsula Park District

Fort Ord, Colonel Cremer, Director of Facilities Engineering



**ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS**

MAIL ADDRESS: P.O. BOX 190, MONTEREY, CALIFORNIA 93940 • TELEPHONE (408) 624-2117  
OFFICE LOCATION: 23845 HOLMAN HIGHWAY, SUITE 227

SEP 22 1980

MEMORANDUM

TO: Robert Franco, Mayor, Del Rey Oaks  
John Dunn, City Manager, City of Monterey  
Roger Kemp, City Manager, Seaside  
Gary Tate, Manager, Monterey Peninsula Regional Park District

FROM: Wilber E. Smith, EXECUTIVE DIRECTOR

SUBJECT: Canyon Del Rey Watershed Joint Powers Agency

DATE: September 18, 1980

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Attached is a copy of the amended agreement for the Canyon Del Rey Watershed Joint Powers Agency, as adopted and executed by the County of Monterey on September 2, 1980. You will note that Section 2.1 Debts and Liabilities and Section 2.2 Insurance have been added by Monterey County on the recommendation of their Legal Counsel.

In order that we may consummate formation of the new agency, your consideration of the enclosed agreement and approval for execution would be very much appreciated. Please send me a copy of the executed agreement as soon as you have acted. Approval will clear the way for further steps to obtain funding for lake restoration measures.

WES/tdm

Enc.

cc: Richard Andrews  
Administrative Officer, Monterey County

Mr. Wilber E. Smith, Executive Director  
Association of Monterey Bay Area Governments  
P. O. Box 190  
Monterey, California 93940

City of Seaside  
City Hall  
440 Harcourt Avenue Southeast  
Seaside, California 93955

City of Del Rey Oaks  
City Hall  
650 Canyon Del Rey Road  
Del Rey Oaks, California 93916

Monterey Peninsula Regional Park District  
P. O. Box 935  
Carmel Valley, California 93924

Mr. Nick Ford  
Monterey Peninsula Airport District  
P. O. Box 550  
Monterey, California 93940

Mr. Richard Andrews  
Monterey County Administrative Officer  
Monterey County Court House  
240 Church Street  
Salinas, California 93901

Mr. Loran Bunte, Flood Control District Engineer  
Mr. Bill Clarke, Director of Building Inspection  
Mr. Ralph Kuchler, Esq., Monterey County Counsel

Mr. Bruce McClain, Director of Public Works  
Monterey County  
312 East Alisal Street  
Salinas, California 93901

Director of Facilities Engineering )Note: Col. Robert D. Cremer  
AFZW-FE  
Fort Ord, California 93941

Cannot use his name on mail, otherwise  
it is pulled from distribution and  
mailed to his home!!!!!! (per Fort Ord)



Mayor:  
GERALD FRY  
Council Members:  
DANIEL ALBERT  
ALVIN ANDREWS  
LOUIS GOLD  
TED HOOKER

October 9, 1980

City Manager:  
JOHN DUNN

Mr. Wilber E. Smith, Executive Director  
Association of Monterey Bay Area Governments  
P. O. Box 190  
Monterey, California 93940

Dear Mr. Smith:

Enclosed is a fully executed agreement for the Canyon Del Rey Watershed Joint Powers Agency. The Agreement was authorized on October 7, 1980 by the Council's adoption of the enclosed Resolution No. 14,150 C.S.

Thank you for your continuing assistance.

Sincerely,

*P. L. O'Hearn*  
P. L. O'Hearn  
City Clerk

/ploh  
Enclosure

CC: Cities of Seaside and Del Rey Oaks

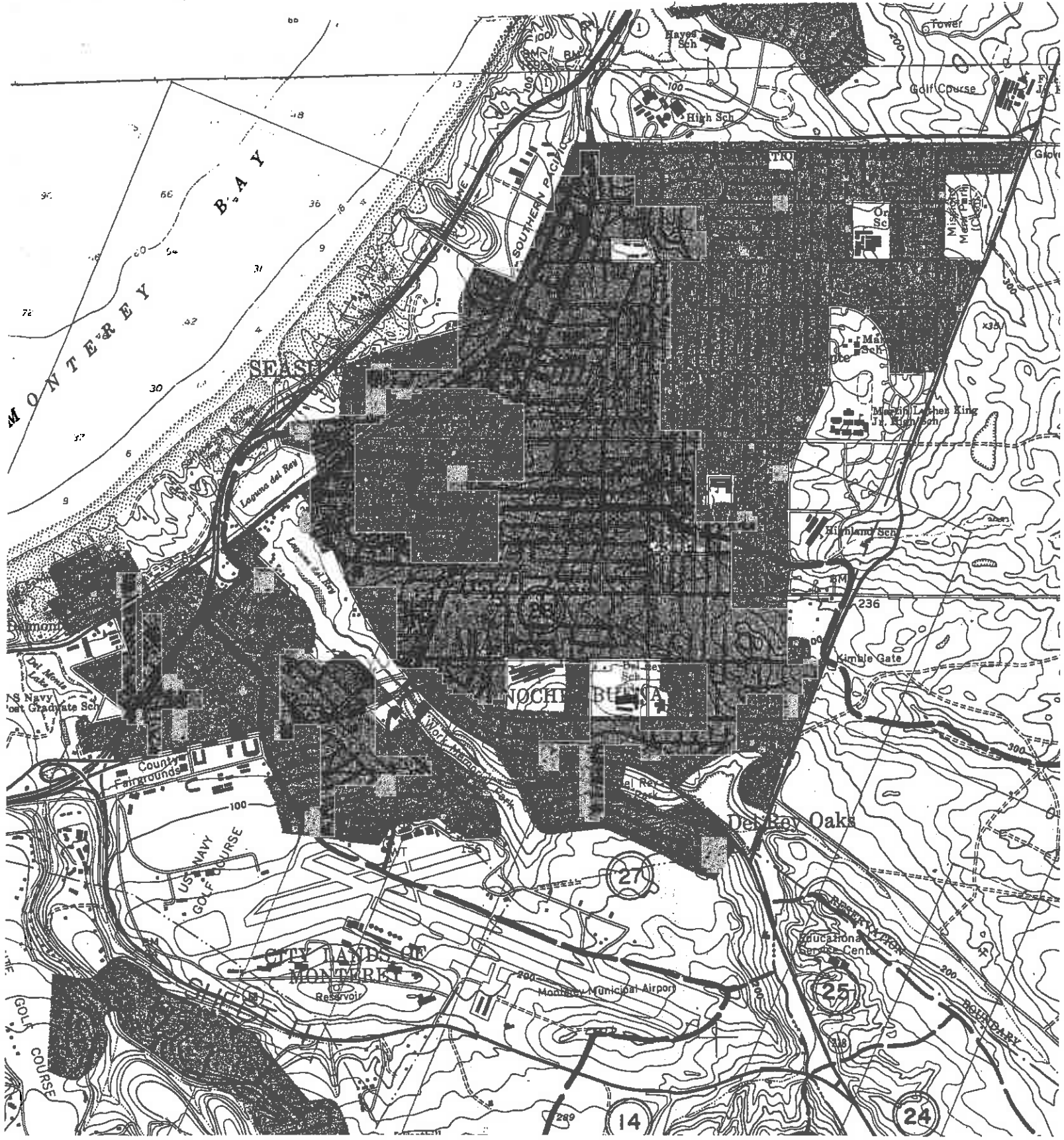
Monterey Peninsula Regional Park District 659-4488 Box 935  
Airport District po B 550 Monterey CV 93924.

Monterey County Administrative Officer - Court House  
 Flood Control District Engineer - Court House  
 Director of Public Works 312 S. Alisal Salinas 93901  
 Director of Building Inspection Court House  
 Counsel Court House

Ford Ord Director of Facilities Engineering AF2W-FE  
Monterey City Attorney } F. ord Cal 93941

Director of Public Works }  
Planning Director } w attachment  
Building Department }

# CANYON DEL REY



RESOLUTION NO.14,250 C.S.

RESOLUTION AUTHORIZING  
EXECUTION OF CANYON DEL REY  
WATERSHED JOINT POWERS AGENCY  
AGREEMENT

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IT IS HERE RESOLVED BY THE COUNCIL OF THE CITY OF MONTEREY that the City of Monterey desires to join the Canyon Del Rey Watershed Joint Powers Agency. The purpose of the Agency is to exercise the powers necessary to develop and maintain the Canyon Del Rey Watershed so as to preserve and improve the water quality of Laguna Grande and Roberts Lakes for the use and benefit of the citizens of Monterey and the region. The Mayor is hereby authorized and directed to execute the Canyon Del Rey Watershed Joint Powers Agency Agreement.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF MONTEREY

this 7th day of October, 1980, by the following vote:

AYES: COUNCILMEN: ALBERT, ANDRUS, GOLD, HOOKER, FRY

NOES: COUNCILMEN: NONE

ABSENT: COUNCILMEN: NONE

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APPROVED:

/s/ GERALD T. FRY  
Mayor of said City

ATTEST:

/s/ P.L. O'HEARN  
PATRICIA L. O'HEARN  
City Clerk thereof