



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved the Quitclaim Deed for a portion of tract number 1 in Fort Hunter Liggett under and surrounding the Tidball Store in Jolon, California; and
- b. Authorized the Chair of the Board of Supervisors to execute the Certificate of Acceptance and Consent to Recordation of the Quitclaim Deed; and
- c. Authorized the County Administrative Officer or his designee to submit the executed Quitclaim Deed to the County Recorder for recordation; and
- d. Approved and authorized the Chair of the Board of Supervisors to execute a Memorandum of Agreement with United States Army Garrison Fort Hunter Liggett for water access rights for the Tidball store.

PASSED AND ADOPTED on this 24th day of March 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter


NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on March 24, 2015.

Dated: March 25, 2015
File ID: 15-0287

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy



DEPARTMENT OF THE ARMY
UNITED STATES ARMY GARRISON FORT HUNTER LIGGETT
BUILDING 238 CALIFORNIA AVENUE
FORT HUNTER LIGGETT, CA 93928-7000

MEMORANDUM OF AGREEMENT W81WYN-15031-414 BETWEEN

UNITED STATES ARMY GARRISON FORT HUNTER LIGGETT

AND

THE COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF
CALIFORNIA

FOR

WATER SERVICE AND WATER RIGHTS

FOR

TIDBALL STORE AND ITS APPURTENANCES

This is a Memorandum of Agreement (MOA) between the United States Army Garrison Fort Hunter Liggett ("FHL") and the County of Monterey, a political subdivision of the State of California ("County").

1. **BACKGROUND:** FHL and the County make this MOA in conjunction with the transfer of the Tidball Store property from FHL to the County ("the Property"). The Property consists of 2.5 acres surrounded by FHL. The historic Tidball Store building is already owned by the County. The Property will be maintained by the County as a National Register of Historic Places site, subject to a Memorandum of Agreement between the Department of the Army, the County, and the California State Historic Preservation Office (SHPO). Transfer of the Property to the County will not include water rights; however it is the intention of the parties that the County shall have adequate and reliable water available for its use of the Property. See attached waterline diagrams.

2. **PURPOSE:** The purpose of this MOA is to ensure that the County has adequate and reliable water for its use of the Property and to establish a water connection to the FHL water line for its use of the Property.

3. **RESPONSIBILITIES OF THE PARTIES:**

3.1. FHL will:

3.1.1. Make available to the County FHL's water line running adjacent to the Property.

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3.1.2. Maintain FHL's water line adjacent to the Property to provide reliable quantity volume and pressure for non-industrial water use by the County.

3.1.3. Bill the County for monthly water usage.

3.1.4 Upon a determination that any water rights associated with the land comprising FHL held by the United States are excess to the needs of the United States or in the event of a closure of FHL, the County and the Army shall negotiate the transfer of water rights sufficient for the operation of the Tidball Store and the Property. This provision shall survive the expiration or termination of this MOA.

3.2. The County will:

3.2.1. Reimburse FHL for the installation of water utility connection lines and/or appenditures.

3.2.2. Reimburse FHL for monthly water usage at the rate established in accordance with Army Regulation 420-41.

4. PERSONNEL: Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

5.1.1. For FHL:

5.1.1.1. DPW Water Utility Primary, 831-386-2866.

5.1.1.2. Support Agreement Manager, 925-875-4369

5.1.2. For the County:

5.1.2.1. County Administrative Officer, 831-755-5115

5.1.2.2. Assistant County Administrative Officer, 831-755-5145

5.2. CORRESPONDENCE: All correspondence to be sent and Notices to be given pursuant to this MOA will be addressed, if to:

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5.2.1. FHL, Bldg 238 California Avenue, Fort Hunter Liggett, CA 93928. ATTN:
DPW

5.2.2. County of Monterey, County Administrative Office, 168 W. Alisal Street,
Salinas, CA 93901.

5.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around
the anniversary of its effective date for financial impacts and triennially in its entirety.

5.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the
written agreement of the Parties, duly signed by their authorized representative.

5.5. DISPUTES: Any disputes-relating to this MOA will, subject to any applicable
law, Executive Order, Directive, or Instruction, be resolved by consultation between
the Parties in accordance with DoDI 4000.19.

5.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either
Party by giving at least 180 days written notice to the other Party, provided that FHL
will exercise said right only in connection with the a transfer of water rights as
provided in section 3.1.4 of this MOA. The MOA may also be terminated at any time
upon the mutual written consent of the Parties.

5.7. TRANSFERABILITY: This Agreement is not transferable except with the written
consent of the parties.

5.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA
embodies the entire agreement between the Parties regarding the MOA's subject
matter.

5.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last
Party signs.

5.10. EXPIRATION DATE: This Agreement expires three years from the date of
signature.

6. FINANCIAL DETAILS:

6.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of
funds between the Parties. Any obligation of funds in support of this MOA will be
accomplished using a funds transfer or check payable to "USAG Ft. Hunter Liggett".

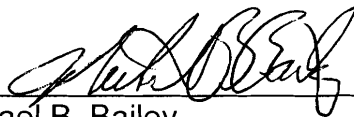
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6.2. BILLING: FHL will bill the County for water on a monthly basis in accordance with FHL procedures. DPW will invoice the County POC and coordinate payment via check between the addresses. Cost basis is \$4.95 per 1000 GAL.

6.3. PAYMENT OF BILLS: The County paying office will forward payments to FHL within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

AGREED:

For FHL:

By:  20150319
Michael B. Bailey (Date)
Lieutenant Colonel
Commanding

For the County:

By:  3/25/15
Type/Print Name: Simon Salinas (Date)
Title: Chair, Monterey County Board of Supervisors