

**AGREEMENT FOR CARETAKER SERVICES AT THE HIGHLAND SPRINGS
RECREATION AREA PARK IN LAKE COUNTY, CALIFORNIA**

This Agreement is made and entered into by and between the Lake County Watershed Protection District, hereinafter referred to as "DISTRICT", and _____, hereinafter referred to as "CARETAKER", collectively referred to as the "PARTIES".

- 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, CARETAKER shall provide to DISTRICT the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein at the real property located at 3600 E. Highland Springs Rd, hereinafter, the "PREMISES". In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A and B, the Agreement shall prevail.
- 2. TERM.** This Agreement shall commence on _____ and continue in full force and effect until terminated as hereinafter provided. This Agreement shall be reviewed by the DISTRICT and CARETAKER on a yearly basis with a walk through inspection of the PREMISES as coordinated by the DISTRICT.
- 3. COMPENSATION.** CARETAKER has been selected by DISTRICT to provide the services described hereunder in Exhibit A "Scope of Services", attached hereto. Compensation shall begin at \$825.00 per month for the first year of the Agreement. Upon completion of satisfactory work performance, compensation will be increased 5% per year to a maximum of \$1053.00 per month.

The DISTRICT shall compensate CARETAKER for services rendered, in accordance with the provisions set forth in Exhibit B (Fiscal Provisions), attached hereto, provided that CARETAKER is not in default under any provisions of this agreement.

The PARTIES acknowledge and agree that in addition to the monetary compensation to be paid to CARETAKER, CARETAKER shall, during the period of time this Agreement remains in effect, have the benefit of being permitted by DISTRICT to reside in the DISTRICT's manufactured home and related living facilities located on the subject PREMISES with the CARETAKER's signature on "Highland Springs Recreation Area Park, Residential Agreement". The PARTIES further acknowledge and agree that said living arrangement has a monthly value as in-lieu of compensation of approximately \$925.00 per month. Should this Agreement be terminated and the services provided by CARETAKER therefore cease, the

PARTIES acknowledge and agree that CARETAKER'S living arrangements on the PREMISES simultaneously terminate. CARETAKER must vacate the PREMISES within a maximum period of 60 days. During that limited time not to exceed 60 days that CARETAKER maintains their living arrangements on the PREMISES, CARETAKER must pay the DISTRICT rent in the amount of \$925.00 per month.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by DISTRICT upon 30 days written notice to CARETAKER.

Upon termination, CARETAKER shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both PARTIES; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of CARETAKER and DISTRICT executed by Director of Water Resources Department.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Water Resources Department
255 N. Forbes St. Rm 309
Lakeport, CA 95453
Attn: Director

Caretaker
3600 E. Highland Springs Rd.
Lakeport, CA 95453

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Services
Exhibit B - Fiscal Provisions
Exhibit C - Compliance Provisions

8. **TERMS AND CONDITIONS.** CARETAKER warrants that they will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies. DISTRICT reserves the right to require drug screening randomly or as often as deemed necessary.
9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the PARTIES regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the PARTIES

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IN LAKE COUNTY, CALIFORNIA

COUNTY OF LAKE

CARETAKER

Director, Water Resources Dept.

Date: _____

Date: _____

APPROVED AS TO FORM:

Lloyd Guintivano
County Counsel

By: _____

Date: January 30, 2026

EXHIBIT A – SCOPE OF SERVICES

1. CARETAKER RESPONSIBILITIES.

1. Generally supervise use by the Public of the Highland Springs Recreation Area in accordance with the policies and standards set by the DISTRICT.
2. Maintain active telephone line at all times and at CARETAKER expense.
3. Open Highlands Springs Road East gate at 6 A.M. Close gate at 9 P.M.
4. Prohibit night camping in said area except when authorized by DISTRICT.
5. Prohibit the use and starting of fire pits and campfires in Highland Springs Recreation Area.
6. Prohibit the operation of gasoline powered boats on Highlands Springs Lake.
7. Maintain public picnic grounds and restrooms in a clean and sanitary condition.
8. Maintain lawn area and sprinkler system.
9. Maintain and operate water treatment system.
10. Haul trash from Recreation Area, Disc Golf Course and West side picnic areas, and dispose in the available dumpsters.
11. Perform minor gate repairs.
12. Open and close gate to horse staging area as requested.
13. Maintain water troughs, hitching posts and fire ring at horse staging area.
14. Perform routine maintenance and minor repairs on tractor/mower.
15. Pick up litter along access road to Recreation Area.
16. Prohibit horses on lawn and picnic areas.
17. Maintain a clean and orderly environment inside and outside of the manufactured home.
18. Maintain vegetation in the Park, West side picnic area, along the entrance road, disc golf course, and certain trails upon County approval.
19. Monitor County contracted work crews as needed.
20. Notify appropriate authorities and DISTRICT as necessary to report:
 - a. Cutting live or downed trees on DISTRICT property.
 - b. Speeding, abusive or erratic behavior from public.
 - c. Dogs off leash.
 - d. Hunting in Recreation Area outside of designated hunting areas and any hunting without a valid California issued Hunting License.
 - e. Destruction or defacing of DISTRICT property.

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IN LAKE COUNTY, CALIFORNIA

- f. Illegal dumping.
- g. Off highway vehicle use on DISTRICT property.
- h. Report to DISTRICT any difficulties with maintenance or operations of systems or equipment.
- i. Purchase items necessary to carry out duties of CARETAKER only after obtaining approval of DISTRICT using required purchase order number.
- j. Notify the DISTRICT of absence of more than one day (24 hours) and coordinate absence with Assistant Caretaker or the DISTRICT.
- k. All responsibilities listed in Exhibit A must be covered while CARETAKER is off premises longer than one day (24 hours) at CARETAKERS arrangement.
- l. Coordinate as appropriate, work activities with Assistant Caretaker.

21. DISTRICT agrees that CARETAKER may, during the period this Agreement remains in force, maintain the manufactured home and living facilities for themselves and family at the home site immediately adjacent to the Park lawn area and the work shop with the following restrictions:

- a. Domestic animals shall be allowed only upon written approval of the DISTRICT.
- b. No auxiliary structures or improvements will be permitted without written approval of the DISTRICT. Payment for these improvements will be negotiated between the CARETAKER and the DISTRICT.
- c. Living facilities inside and out, and adjacent DISTRICT property shall be maintained in a neat and orderly manner.
- d. No smoking inside of the living facilities.
- e. No commercial or organizational activities shall be conducted on the PREMISES without written approval of the DISTRICT and possession of the appropriate permits.
- f. Caretaker is responsible for payment of any expenses associated with unauthorized improvements.
- g. CARETAKER is liable for any damages to the manufactured home.

22. In the event CARETAKER obtains off-site employment, CARETAKER will make appropriate arrangements for supervision of the Recreation Area as deemed appropriate and approved by the Director of the District.

2. DISTRICT RESPONSIBILITIES.

1. The DISTRICT shall provide all maintenance supplies such as, but not limited to: diesel, gasoline, vegetation management equipment, trash bags, safety equipment, etc...
2. DISTRICT agrees to furnish the Caretaker with non-potable water, potable water, sewage service, propane, kerosene, and electric power for their domestic use at the aforementioned home during the period of this agreement.

EXHIBIT B - FISCAL PROVISIONS

1. EXPENDITURE OF FUNDS.

1. DISTRICT reserves the right to refuse payment to CARETAKER or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

EXHIBIT “C” – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** CARETAKER shall immediately notify DISTRICT of any known or suspected breach of personal, sensitive and confidential information related to CARETAKER’S work under this Agreement.

2. **NON-DISCRIMINATION.** CARETAKER shall not unlawfully discriminate against any member of the public using Highland Springs Recreation Area or qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

CARETAKER shall report immediately to DISTRICT, in writing, any incidents of alleged fraud and/or abuse by either CARETAKER or CARETAKER’S subcontractor. CARETAKER shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by DISTRICT.

4. **INDEMNIFICATION AND HOLD HARMLESS.** Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney’s fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney’s fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney’s fees covered by the insurance of either party.

CARETAKER’s obligations under this Section shall survive the termination of the Agreement.

5. **STANDARD OF CARE.** CARETAKER represents that they are specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by CARETAKER or designated subcontractors, in a manner according to generally accepted practices.

6. **INTEREST OF CONTRACTOR.** CARETAKER assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

7. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within thirty (30) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

8. **INSURANCE.** CARETAKER shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage (\$300,000), and Comprehensive Automobile Liability Insurance on owned vehicles (Bodily Injury \$100,000 & Property Damage \$300,000). CARETAKER shall procure renter insurance (Personal Property \$20,000).

9. **ATTORNEY’S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

10. **ASSIGNMENT.** CARETAKER shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of DISTRICT except that claims for money due or to become due to CARETAKER from DISTRICT under this Agreement may be assigned by CARETAKER to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to DISTRICT. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

11. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, CARETAKER is an independent contractor and is not an employee, agent or servant of County. CARETAKER is not entitled to any employee

benefits. DISTRICT agrees that CARETAKER shall have the right to control the manner and means of accomplishing the result contracted for herein.

CARETAKER is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to CARETAKER and CARETAKER's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

12. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

13. **SAFETY RESPONSIBILITIES.** CARETAKER will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CARETAKER agrees that in the performance of work under this Agreement, CARETAKER be responsible for maintaining the standards necessary to minimize health and safety hazards.

14. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. CARETAKER waives any right of removal it might have under California Code of Civil Procedure Section 394.

15. **RESIDENCY.** All independent contractors providing services to DISTRICT for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

16. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.